

## Terms of Sale

Version number: 1 | Effective as of: 12 October

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### 1. About Us and These Terms

#### 1.1 Applicability:

These terms apply when you ("You", "Your") order any goods or products ("Products") from [www.activiors.com](http://www.activiors.com) or Premier ("Website"). The version of the terms shown to you before placing your order will apply to any purchases. Please read these terms carefully before placing your order.

#### 1.2 Ownership:

The Website is owned and operated by Premier Protech Company (Pvt) Ltd with its registered office at LG 118 Block J EME Sector DHA Phase 12 Multan Road Lahore 53710 Pakistan ("We", "Us" or "Our").

#### 1.3 Purpose:

These terms explain who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. Our general Website Terms of Use can be found at [Terms of Service].

#### 1.4 Business Customers:

For business customers, these terms constitute the entire agreement regarding your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty not set out in these terms and have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

#### 1.5 Delivery Locations:

We can only accept orders for delivery within Pakistan.

#### 1.6 Privacy Policy:

Our [Privacy Policy] explains how we will use your personal data.

#### 1.7 Contact Information:

For further information on these terms or any orders, please write to us at Activiors, LG 118 Block J EME Sector DHA Phase 12 Multan Road Lahore 53710 Pakistan, or email [support@activiors.com](mailto:support@activiors.com).

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### 2. Ordering Products on the Website

#### 2.1 Steps to Purchase:

- Select the desired Products and quantities, then add them to your shopping basket.

- **Complete the online checkout process. Once your payment is approved, a legally binding contract is formed between you and us for the purchase of the Products under these Terms. We will email you to confirm receipt of your order and provide an order confirmation.**
- **If we are unable to supply a Product (e.g., due to stock unavailability or pricing errors), we will inform you via email and will not process your order. If payment has already been made, we will refund the full amount as soon as possible.**

## **2.2 Information Requirements:**

**We may need certain information from you to supply the Products (e.g., product options). This will be specified in the Product description on our Website. If you have not provided this information, we will contact you to request it. Failure to provide the necessary information within a reasonable time may result in us ending the contract (Clause 7 will apply) or charging an additional fee for any extra work required.**

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## **3. Our Products**

### **3.1 Product Description:**

**We do our best to be as accurate as possible in our descriptions of the Products on the Website, but Products may vary slightly from their picture. Images of the Products are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of colours will reflect the true colour of the Products or packaging.**

### **3.2 Discounted or End of Line Products:**

**If we sell any Products on the Website at discount prices or as 'End of Line', those Products may not be in perfect condition and are sold in the condition described on the Website.**

### **3.3 Changes to the Product:**

**We may change the product:**

- **To reflect changes in relevant laws and regulatory requirements.**
  - **To implement minor technical adjustments and improvements. These changes will not materially affect your use of the Product or its intended function.**
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## **4. Delivery of Our Products**

### **4.1 Delivery Charges:**

**The cost of delivery will be displayed on our Website at the time of ordering.**

#### **4.2 Estimated Delivery Times:**

Estimated delivery times will be provided during the ordering process. These are for reference only and not guaranteed. We will notify you of any changes promptly.

#### **4.3 Transport Insurance:**

All transport insurance for the Products is the responsibility of the buyer/customer. Once the Products leave our warehouse, it is the customer's responsibility to arrange appropriate insurance for the Products during transit.

#### **4.4 Delivery to Your Address:**

If no one is available at your address to receive the delivery, the courier will provide instructions on rearranging delivery or collecting the products from a local depot.

#### **4.5 Failed Delivery or Non-Collection:**

If you do not collect the products as arranged or fail to re-arrange delivery after a failed attempt, we will contact you for further instructions. Additional charges may apply for storage and further delivery attempts.

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### **5. Your Rights to End the Contract**

#### **5.1 Contract Termination:**

You have the right to end your contract with us depending on what you've purchased and whether there are issues with the product. The specifics of your rights depend on whether you are a business customer.

#### **5.2 Immediate Contract Termination:**

You may end the contract immediately if:

- We inform you about upcoming changes to the product or these terms that you disagree with.
- There's a significant risk of delayed product supply due to events beyond our control.
- We disclose an error in the price or description of the product you ordered.
- You have a legal right to terminate the contract due to our wrongdoing.

#### **5.3 Business Customer Rights:**

Business customers can terminate the contract if we breach it or if significant issues with the products arise.

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### **6. Cancelling the Contract and Refunds**

#### **6.1 Cancellation Process:**

To cancel the contract, please contact us via [sales@activiors.com](mailto:sales@activiors.com).

## **6.2 Return Costs:**

**We will cover return costs if the products are faulty or misdescribed. Otherwise, you are responsible for return costs.**

## **6.3 Refunds:**

**Refunds will be made to the debit or credit card you used for payment. Refunds will be processed within 14 days of receiving the products back or earlier if you provide evidence of return.**

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## **7. Contract Termination**

### **7.1 Our Right to End the Contract:**

**We may terminate the contract if you breach it. We will notify you in writing if:**

- You fail to provide necessary information for us to supply the products within a reasonable time.**
  - You do not allow us to deliver the products or collect them within a reasonable timeframe.**
  - You miss payment deadlines despite our reminders.**
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## **8. Liability and Responsibility**

### **8.1 Ownership and Risk:**

**Ownership and risk in the Products transfer to you once the Products are dispatched from our warehouse. All risk, including insurance during transit, is the responsibility of the buyer/customer.**

### **8.2 Customer's Liability:**

**The buyer/customer is fully responsible for any loss or damage to the Products once they leave our warehouse. You are responsible for arranging adequate transport insurance to cover the Products in transit.**