

# TERMS OF SERVICE

By using our website, you agree to be bound by Cobra GYM XTREM, as stated below.

## **Contract for the Supply of Products or Services**

The display of goods on the Cobra GYM XTREM website amounts to an invitation to treat only and is not an offer to sell products or services at any price indicated. No contract for the supply of products or goods will be deemed to exist between you and Cobra GYM XTREM unless, and until, an email is sent by Cobra GYM XTREM to you confirming that your order has been accepted and payment has been successfully made.

This confirmation e-mail amounts to an acceptance by Cobra GYM XTREM of your offer to buy goods or services from Cobra GYM XTREM and this acceptance is effective regardless of whether or not you receive the e-mail.

Cobra GYM XTREM are free to withdraw from a prospective contract at any time prior to acceptance. This also applies in the case of any error or inaccuracy in respect of the goods or services, any description applied to the goods or services, the availability of the goods or services, or the order itself.

Price and availability information is subject to change without notice.

We reserve the right to change our product's prices at any time without further notice.

## **Processing of Orders**

Debit/Credit Cards are debited before items are shipped or before services are activated by Cobra GYM XTREM. In the event of STRIPE Online Payment / PayPal Payments, receipt of payment will be confirmed by our Accounts Office before authorisation is given for an order to be processed, which may take a few days depending on your bank.

## **Website Information / Changes to Content**

Cobra GYM XTREM is providing this site and its contents on an "as is" basis and makes no representations or warranties of any kind with respect to this site or its contents. Cobra GYM XTREM disclaims all such representations and warranties, including for example warranties of merchantability and fitness for a particular purpose. In addition, Cobra GYM XTREM does not represent or warrant that the information accessible via this site is accurate, complete or current.

Cobra GYM XTREM any cannot be held responsible if things change and errors occur before or after information is placed on our website. We check regularly to see if we need to update or correct any information or prices, and will update as required as quickly as possible.

If website information relating to an item changes once a customer has placed an

order, we will try our best to notify the customer of the updates, significant changes or mistakes which may affect their order.

In the event that an incorrect price has been entered in error, any order made based on such incorrect price will not be valid. The Customer will be advised of the mistake at the earliest opportunity and then have the option either to pay the correct price or to cancel and receive a full refund.

### **Limitation of Liability**

Except as specifically stated on this site, neither Cobra GYM XTREM nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

### **Illegal Acts**

It is a crime to use a false name or a known invalid credit card to order. Anyone caught wilfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law. We track the electronic fingerprints of every order placed on this website to enable us and all legitimate crime prevention and prosecution authorities to trace individual users engaging in criminal activities on our website.

### **Discounts and Marketing**

Cobra GYM XTREM reserves the right to remove, revoke or refuse any offer or discount without prior warning or explanation. Offers, discounts or promotions are at the discretion of the manager and therefore non negotiable.

### **Changes in Terms**

Cobra GYM XTREM reserves the right to modify these terms at any time without prior notice. Any modification of these terms will be deemed to be effective from the date and time of posting on the Cobra GYM XTREM web site.

**Customers please note – if goods/packaging arrive damaged, please ensure the goods are signed as damaged. Failure to do so will result in a claim unable to be raised for damaged goods.**

## **SHIPPING & RETURNS**

Cobra GYM XTREM reserves the right to hold or cancel orders that do not have sufficient shipping / carriage paid on them.

We always recommend contacting us first.

**PLEASE NOTE** – For Deliveries arriving by Pallet, couriers can guarantee Curbside Delivery Only – Customers are responsible for transporting items from curbside to their property.

**Can I collect my goods?**

At the moment we are not open to the public for visits due to COVID 19

**How long does delivery take?**

Delivery can be anything up to 10 working days from the date stock arrives or is ordered for all orders due to current demand for equipment,

At the moment we aim to have all orders dispatched in 3-5 working days,

Please note that if the address entered at checkout is incorrect this could delay delivery, and Cobra GYM XTREM is not responsible for delays or issues caused by incorrect delivery addresses. Once your order has been dispatched we cannot modify this.

**I missed my delivery!**

You should have received an email once your item was posted to find out which couriers your item was carried by. Your best bet is to call them first to find out if you can rearrange.

After you've done this and haven't gotten anywhere, please call us.

**I want to post to Belgium.**

Please email us before hand with a list of items and quantities you are after. We can find out how much this will cost for delivery and get back to you quickly.

**My order is late!**

If you have received a tracking / consignment number please call the courier first then call us if any further problems and we will try our best to fix it, although please remember we can't be responsible for couriers actions!

**My goods have arrived damaged.**

Contact us as soon as possible. Please note there the tape on some of the parcels will provide you with further guidance, terms and instructions on this. You will also need to sign for the goods as "damaged" with the courier, otherwise we cannot offer a claim on this.

**I would like a refund or an exchange.**

You have 28 days for a refund or an exchange. Please note if there is nothing faulty with the product, there will be a charge for collection and no refund on the initial shipping charge. Call or email us and we will get back to you quickly!

**WE CANNOT ACCEPT ANY ITEMS FOR RETURN THAT ARE NOT IN THEIR ORIGINAL PACKAGING.**

Customers will need to ensure to retain products in an original packaging otherwise Cobra GYM XTREM cannot accept any items for return.

Damaged items will require a cost to be repaired or restored back to their original state unless deemed to be faulty by Cobra GYM XTREM.

**If goods/packaging arrive damaged, please ensure the goods are signed as damaged. Failure to do so will result in a claim unable to be raised for damaged goods.**

## **REFUND POLICY**

### **'I have placed an order and want to cancel it'**

Customers in the UE have the statutory right to cancel their order (prior to shipment) for any item purchased on the Cobra GYM XTREM websites or over the telephone. This means if you've placed an order and wish to cancel it, you may do so for a full refund prior to your order being shipped or ordered from the manufacturer, though if any costs have been incurred they will be deducted from monies received.

If you cancel your order after it has been shipped, you are responsible for any and all freight charges incurred by Cobra GYM XTREM. Any unpaid freight charges will be deducted from your refund.

If you refuse to accept delivery of your order for any other reason than the product being damaged in transit, you are liable for all outward and return freight charges incurred.

Items must be returned to Cobra GYM XTREM at the customer's expense in their original packaging and in perfect 'saleable' order - Cobra GYM XTREM reserves the right to withhold a percentage of the refund value of returned goods if the product or packaging is in such a condition that the item needs to be reduced in price for resale. A full refund minus any delivery costs incurred by Cobra GYM XTREM will be given.

In order to arrange a refund or exchange, you must first contact Cobra GYM XTREM to discuss the return. We will review and where appropriate, authorize your query and provide instructions on how to proceed with the product return. Returns will only be accepted with prior approval from Cobra GYM XTREM.

### **'I would like a refund or an exchange'**

For all items, you have 28 days from purchase for a refund or an exchange.

If an item is being returned due to damage, Cobra GYM XTREM may request photo/video evidence of damages to be provided.

Please make sure to contact Cobra GYM XTREM before returning any items. Items should be returned to our stores within 14 days in a new and unused condition, in their original packaging or a suitable alternative that will ensure the goods are not damaged in transit.

Any refund due will be processed upon receipt of items as above.

Goods returned for refund will incur carriage costs. Any exchanges will also incur additional delivery charges. A re-stocking charge of 20% of the total value of the Goods will be applied.