



TERMS & CONDITIONS

CARLO, a product by **247 LABS LTD** a company registered in England and Wales, Company No. 08376394. Registered address Unit 3 Petre Court Petre Road, Clayton Business Park, Clayton Le Moors, Accrington, Lancashire, BB5. ("us", "we", or "our") operates the website and the CARLO mobile application (hereinafter referred to as the "Service").

General Terms and Conditions of Sale

247 LABS LTD maintains the www.mycarlo.co.uk Website ("Site"). The following are the terms of use that govern use of the Site ("**Terms of Use**"). By using the Site, you expressly agree to be bound by these Terms of Use and the www.mycarlo.co.uk Privacy Policy and to follow these Terms of Use and all applicable laws and regulations governing use of the Site. 247 LABS LTD reserves the right to change these Terms of Use at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically. We will note when there are updates to the Terms of Use at the bottom of the Terms of Use. If you violate these Terms of Use, 247 LABS LTD may terminate your use of the Site, bar you from future use of the Site, and/or take appropriate legal action against you.

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new or derivative works from, or display, distribute, perform, or in any way exploit the Site, or any of its contents (including software) in whole or in part.

SITE OPERATION: United Kingdom is our Country of Domicile. 247 LABS LTD controls this Site from the UK. 247 LABS LTD makes no representation that this Site is appropriate for use in other locations. If you use this Site from other locations you are responsible for ensuring compliance with local laws. You may not use, export or re-export any materials from this Site in violation of any applicable laws or regulations, including, but not limited to any UK export laws and regulations.

APPLICABLE LAW: The Laws of England and Wales shall govern the use of the Site and the Terms of Use, without regards to Conflict of Laws principles. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction in England and Wales.

TRACKING & COOKIES DATA

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyse our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- **Session Cookies.** We use Session Cookies to operate our Service.
- **Preference Cookies.** We use Preference Cookies to remember your preferences and various settings.
- **Security Cookies.** We use Security Cookies for security purposes.

DELETING YOUR ACCOUNT

We store the Service information described above on our servers. To permanently delete your information, please follow these steps:

- Log out from your account and delete the App from your device.
- Write to us at info@carlo.co.uk and ask us to delete your account. We will then delete your account within thirty (30) working days of a written request. Given how our backup systems work, your data may remain in our backups for some time after we delete it from our servers.

PURCHASE ORDERS:

1. Purchase orders can be accepted for delivery within the United Kingdom.
2. Each purchase from 247 LABS LTD and from any of its branches shall be deemed to incorporate these Terms and Conditions. These Terms & Conditions of Sale may change from time to time at the sole discretion of 247 LABS LTD.
3. The display of products in our brochures and on our website www.mycarlo.co.uk constitutes solely an invitation to trade and does not constitute a formal offer. Goods are sold subject to availability. An offer to buy will be only made by the customer when dispatching a purchase order to 247 LABS LTD. An offer is only accepted by 247 LABS LTD subject to the availability of stock and 247 LABS LTD is contractually bound only when it dispatches a confirmation of order to the customer.
4. 247 LABS LTD reserves the right to alter the specification of the goods insofar as the performance of such goods is not materially altered.

PRICES AND PAYMENT:

1. All prices are in GBP (£) only unless specified differently. All prices are subject to change without notice. Payments must be made in GBP (£) unless agreed upon differently in writing.
2. Goods are delivered within the territory of the United Kingdom only. 247 LABS LTD bears no responsibility or liability for loss, damage, or delay, after handing

over goods to a designated shipper, whether commissioned by the customer or by 247 LABS LTD on behalf of the customer.

3. Goods are sold on a cash on delivery, credit card (Visa™ and MasterCard™), bank transfer and PayPal™ basis only.

4. Ownership of any goods shall not pass to the customer until 247 LABS LTD has received cash or cleared funds for the full price. Until the property in the goods has passed to the customer, the customer shall act as bailee of the goods for 247 LABS LTD and, so far as reasonably practicable, shall store the goods so that they are readily identifiable as the property of 247 LABS LTD. Goods shall be handled carefully under observance of the instructions on the packaging. Goods shall particularly not be exposed to heat, direct sunshine, or humidity, and shall be stored in the position (if) indicated on the packaging.

5. 247 LABS LTD reserves the right to refuse or to cancel an account and/or delivery at any time. In such circumstances, if the customer has paid for relevant goods, a refund or credit note shall be issued.

6. The cardholder must retain a copy of transaction records and Merchant policies and rules.

CATEGORIES OF PRODUCT & PAYMENT TERMS

1. 247 LABS LTD offers the Carlo products on the following payment options: -

a) ANNUAL SUBSCRIPTION

By one off payment of £149.99 inclusive of VAT. This payment represents full payment for the Carlo product with a 12-month warranty.

This is subject to a 14 day Cooling off period allowing cancellation by either party on notice. On cancellation in the Cooling off period a full refund will be provided if the property is returned undamaged. Failure to return the property or return of damaged property will result in no refund being paid.

b) MONTHLY SUBSCRIPTION

A 1 off payment of £29.99 is required. This is followed by Direct Debit payments of £5.99 for a period of 12 months. The Premium product includes the following: -

- Recovery Premium – A car breakdown product (See full product details at <https://www.247homerescue.co.uk/car-breakdown-cover/>).

Please note any unpaid /late monthly payment will lead to a deactivation of **ALL** services. The services will be reactivated only when the arrears are cleared.

DELIVERY:

1. 247 LABS LTD undertakes all efforts to deliver goods within the U.K. for all orders received during working hours on the next working day from the date and time of confirmation. All invoices and delivery notes must be signed by an adult over the age of 18 on delivery. If no one is at the address when the delivery is attempted, the goods may be retained by the driver or shipping agent. 247 LABS LTD will not be responsible for any consequent delay.
2. Orders are received and deliveries are dispatched only during working days. 247 LABS LTD operating days are Monday to Friday (08:00 – 17:00 Hours).
3. Each order or installment of an order shall constitute a separate contract.

WARRANTIES AND LIABILITIES:

1. 247 LABS LTD Products have been manufactured under stringent quality control standards.
2. 247 LABS LTD branded products are sold with the warranty that they will be free of defects in material and/or workmanship at delivery, provided they are stored and used in the proper manner.
3. 247 LABS LTD does not warrant any third-party products sold by 247 LABS LTD. Third party products are any products that bear the brand of a third party (not a product manufactured by 247 LABS LTD). The customer is limited to the warranty of the manufacturer of the third party product.
4. 247 LABS LTD accepts no liability for defects in goods resulting from customer designs or requirements, wrong storage, wrong handling or arising from wear and tear, willful damage, negligence or misuse.
5. Although we strive to update and correct our website, brochures and other sources of company information, they may contain inaccuracies or typographical errors. Additionally, information and product specifications– including information relating to price and availability may be changed or updated without notice. No guarantee is given that the information accessible via www.mycarlo.co.uk or displayed in our information sources is accurate, complete or current. Nothing on www.mycarlo.co.uk or in our other information sources shall be construed as a condition, warranty or representation.

6. Except as otherwise stated in these terms, 247 LABS LTD entire liability in respect of a particular good that has passed into the ownership of a customer, the customer's remedies shall be limited to, at 247 LABS LTD's option, and in accordance with its returns policy from time-to-time, a credit note against future purchase (store credit) in respect of the amount paid by the customer to 247 LABS LTD for such a good; or the replacement or repair of the good by 247 LABS LTD.

7. In case of any defects or damages the customer shall at their earliest convenience, however not later than seven (7) days after receiving the Product, inform 247 LABS LTD. 247 LABS LTD accepts no liability and or responsibility of any kind for any kind of defect in goods sold if (a) 247 LABS LTD has not been informed accordingly within 7 days of the event, and/or (b) the defective goods are not handed to 247 LABS LTD for inspection.

8. 247 LABS LTD shall have no liability to the customer for indirect or consequential loss. 247 LABS LTD's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the Products and save as provided in this clause 247 LABS LTD shall not be under any liability whether in contract tort or otherwise in respect of defects in Products delivered or for any injury damage or loss resulting from such defects or from any work done in connection therewith. Under no circumstance can any party claim an amount higher than the value of the products purchased from 247 LABS LTD that constitute the basis for the claim. The value of the products purchased is determined by the gross value shown on the invoice for the products that constitute the basis for the claim.

9. This warranty is exclusive, and in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose.

GOVERNING LAW AND JURISDICTION:

1. All sales and purchases from 247 LABS LTD and the terms and provisions of any contract or arrangement in relation to such sales shall be governed by, and shall be construed in accordance with, the laws of England and Wales.

2. Cases with a value of dispute below GBP (£) 10000.00(xxx) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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INDEMNITY: You agree to indemnify and hold 247 LABS LTD, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or relating to your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site, or your breach of the Terms of Use.

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SEVERABILITY: If any provision of the Terms of Use is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Headings & section titles in this Agreement are for convenience and do not define, limit, or extend any provision of this Agreement.