

ALORA BABY – BUY BACK GUARANTEE

1. **Who is the Guarantee from?**

The Guarantee (as defined below) is given by Alora Baby Ltd, a company incorporated in England and Wales (registered number 14647604) whose place of business is at Unit 2A-2B, Balaclava Industrial Estate, Balaclava Road, Bristol, BS16 3LJ (“**Alora**”).

2. **Who is the Guarantee available to?**

The Guarantee is available to original purchasers of certain products manufactured and sold by Alora (a “**Product**”). The Guarantee extends only to the original purchaser and is not transferable or available to any other person.

3. **What does the Guarantee do?**

Subject to you wishing to exercise your rights under the Guarantee in accordance with these terms and conditions (these “**Terms**”), Alora warrants to buy back any Eligible Product from you (the “**Guarantee**”).

4. **Which Products can be sold back under the Guarantee?**

4.1 Alora’s obligation to buy back Products under these Terms only extends to Eligible Products. Alora has no obligation whatsoever to buy back any Product other than an Eligible Product.

4.2 Whether a Product is an Eligible Product shall be decided at Alora’s sole discretion, currently only the Alora Bedside Crib and the Extra Set of Legs for the Alora Bedside Crib are covered by this guarantee.

4.3 For the purposes of these Terms, an “**Eligible Product**” means a product which:

- (a) was manufactured by Alora;
- (b) you bought directly from Alora (i.e. Products purchased from other sources (including online auctions) will not be deemed Eligible Products);
- (c) at the time of Application for Buy Back (as defined below), was originally purchased by you less than three years ago (the time of original purchase shall be verified by Alora using Alora’s records);
- (d) at the Point of Buy Back (as defined below) visibly displays the original item number (on the label or underside of the frame); **and**
- (e) at the Point of Buy Back is in Acceptable Condition (as defined below).

4.4 For the purposes of these Terms:

- (a) “**Application for Buy Back**” means the point at which you initiate the buy back process by: (i) requesting buy back of a Product; and (ii) providing your name, the original order number and applicable item number to Alora, either via <https://www.alorababy.com/> (the “**Website**”) or by email to hello@alorababy.com; and

- (b) **“Point of Buy Back”** means the point at which Alora gain physical possession of a Product returned by a customer to Alora to allow Alora to buy back the Product in accordance with the Guarantee.

4.5 In relation to a Product, **“Acceptable Condition”** means that the Product:

- (a) has been cleaned down with a damp cloth, so that any dirt and/or dust has been removed;
- (b) includes all parts and fixings included with the Product as originally sold (for the Alora Bedside Crib being the stand including four legs, two support bars, four cross rods and connections; and bassinet including two wooden side panels, two wooden end panels, two handles, one baseboard, two alignment bars, four vertical supports, two horizontal supports, material inserts, three side bars and connections, and for the extra set of legs for the Alora Bedside Crib being the stand including four legs, two support bars, four cross rods and connections);
- (c) does not have any major dents or scratches (being dents/scratches to wooden parts deeper than 1 mm at the deepest point);
- (d) (and its parts) do not have any breaks or fractures;
- (e) has not been bent in any way;
- (f) is fully functional (being the functionality available at the point of purchase); and
- (g) has not been decorated, modified or personalized in any way (including but not limited to by applying paint, stickers or similar to the Product).

5. What price will Alora pay for Eligible Products sold back under the Guarantee?

5.1 Subject to these Terms, Alora warrants to buy back Eligible Products at a percentage of the recommended retail price applicable at the time you originally purchased the Eligible Product (**“RRP”**) (the **“Buy Back Price”**).

5.2 The value of the Buy Back Price is calculated on the basis of the time elapsed between the original purchase and the Application for Buy Back, as shown below:

Time elapsed between original purchase and Application for Buy Back	Less than one year	Between one and two years	Between two and three years
Buy Back Price for Alora Bedside Crib	£50	£30	£15
Buy Back Price for extra set of legs for Alora Bedside Crib	£15	£10	£5

5.3 In the event there is any tax or additional charge due in relation to the Buy Back Price, you shall be solely responsible for the declaration and payment of such tax/additional charge. Alora shall have no liability whatsoever for any such taxes or additional charges.

6. How long does the Guarantee apply for?

The Guarantee is available to you for three years starting on the date of your original purchase of the Product. You shall have no rights, and Alora shall have no obligations, under the Guarantee after the third anniversary of your purchase of the Product.

7. How to sell back an Eligible Product to Alora

7.1 To take advantage of the Guarantee and sell back an Eligible Product to Alora, you must:

- (a) initiate the buy back process either by:
 - (i) logging in to your account on the Website (created by you when you originally bought the Product), selecting to initiate buy back and completing the steps set out in clauses 7.1(b) to 7.1(d) below;
 - (ii) (if the original purchase was made as a 'guest') creating an account on the Website, selecting to initiate buy back and completing the steps set out in clauses 7.1(b) to 7.1(d) below; or
 - (iii) contacting Alora's customer service team via email at hello@alorababy.com and requesting to initiate buy back, following which Alora will send you a hyperlink enabling you to complete the steps set out in clauses 7.1(b) to 7.1(d) below;
- (b) certify the Product has met the conditions for buy back communicated to you, being those set out in clause 4 of these Terms, using the tick box provided by Alora;
- (c) upload photos of the Product when requested;
- (d) input your name, the original order number (as shown on the order confirmation email), applicable item number (as shown on the order confirmation) and a collection address situated in mainland UK (being England, Scotland, Wales and Northern Ireland, excluding all and any islands and the Scottish Highlands), and select a date for collection;
- (e) confirm you accept the estimated Buy Back Price communicated to you by Alora once you complete the steps set out in clauses 7.1(b) to 7.1(d) above. For the avoidance of doubt, the estimated Buy Back Price shall not be binding on Alora, and does not constitute Alora's agreement to buy back the Product;
- (f) prior to the collection date: (i) fold down the legs and place them inside the bassinet; and (ii) ensure the bassinet and all other relevant items are packaged in a cardboard box or wrapped in cardboard and suitably sealed to protect against damage or separation in transit; and
- (g) make the Product available for collection on the collection date (this can be achieved by you or someone nominated by you) by (i) handing the Product to the delivery driver; or (ii) leaving the Product in a safe, secure and accessible location protected from the elements which has been communicated to Alora and/or the delivery driver accordingly in advance).

7.2 Subject to you complying with these Terms, Products shall be collected at Alora's cost. However, you acknowledge and agree you are responsible for ensuring successful delivery to Alora (including but not limited to successful collection of the Product by the delivery driver).

- 7.3 In the event a Product is lost or damaged in transit to Alora due to:
- (a) your failure to package the Product in accordance with clause 7.1(f);
 - (b) you leaving the Product for collection in a location which is exposed to inclement weather; or
 - (c) the Product being stolen as a result of you leaving the Product for collection in an unsecured location,

you shall be liable for a wasted collection fee of £20.

- 7.4 In the event a collection cannot be completed due to your act or omission, a missed collection fee of £20 shall be automatically deducted from the Buy Back Price payable to you. In such circumstances, Alora shall reschedule collection for a subsequent date.

8. **Alora inspection of Products received**

- 8.1 Alora will only buy back a Product where Alora is satisfied the Product is an Eligible Product (which shall be decided at Alora's sole discretion, acting reasonably).

- 8.2 Once Alora has physical possession of a Product, Alora shall carry out an inspection to confirm whether the Product is an Eligible Product.

- 8.3 Within 10 business days of Alora receiving the Product, Alora shall confirm to you via email (to the email address provided by you when registering as a customer at the point of original purchase) whether the Product is deemed to be an Eligible Product:

- (a) If Alora confirms the Product is an Eligible Product, the confirmation email from Alora will include a request for your bank details. You must provide your bank account details in the form requested, following which Alora shall pay the Buy Back Price to the nominated bank account within seven business days of receipt of the bank account details; or
- (b) If Alora confirms the Product is not an Eligible Product, the confirmation email from Alora will include an explanation as to why the Product failed to meet Alora's eligibility requirements.

- 8.4 If Alora confirms the Product is not an Eligible Product, Alora may:

- (a) propose a reduced Buy Back Price; or
- (b) not offer any Buy Back Price at all, which shall be accompanied by an explanation as to why it is not possible to buy back and repurpose the Product. Where Alora does not offer a reduced Buy Back Price, you shall be liable for a wasted collection fee.

- 8.5 Should Alora not offer a reduced Buy Back Price, or you reject the reduced Buy Back Price offered, you will have the option to:

- (a) arrange for the Product to be returned to you at your own cost (subject to prepayment within 30 days of the confirmation email); or
- (b) request that Alora disposes of the Product in accordance with Alora's then current disposal and recycling procedure.

8.6 In the event that you: (i) do not respond to Alora following Alora's confirmation that the Product is ineligible; or (ii) do not prepay for return of an ineligible Product in accordance with clause 8.5(a), Alora shall dispose of the Product in accordance with clause 8.5(b).

9. **Ownership of Products**

9.1 When you confirm a collection date for a Product (as referred to in clause 7.1(d)), you irrevocably agree to sell the Product to Alora at the estimated Buy Back Price (as referred to in clause 7.1(e)).

9.2 The Product becomes Alora's property: (i) once Alora pays the Buy Back Price to you (which constitutes Alora's acceptance of your offer to sell); or (ii) in the event you fail to prepay for return of an ineligible Product within the timeframe specified in clause 8.5(a).

10. **Changes to the Guarantee and these Terms**

10.1 Alora reserves the right to cancel, suspend, modify or restrict any aspect (or the whole) of the Guarantee or these Terms at any time at Alora's sole discretion.

10.2 However, the Guarantee and Terms applicable to you shall be the Guarantee and Terms in force at the time of your original purchase of the relevant Product. Any cancellation of the Guarantee shall not affect your right to request buy back of a Product you have already purchased at the point of cancellation (under the Terms in force at the point of purchase). For this reason, Alora recommends that you retain a copy of the Terms provided to you at the point of purchase.

10.3 No reseller, agent, or employee of Alora is authorised to make any modification, extension, or addition to the Guarantee or these Terms.

11. **Miscellaneous**

11.1 The Guarantee and these Terms are supplemental to the Terms of Sale applicable to your purchase of the Product. Neither the Guarantee nor these Terms affect or restrict any of your rights under the Terms of Sale, including but not limited to your right to return a Product. Additionally, neither the Guarantee nor these Terms affect any statutory rights which you may have under consumer protection legislation as the purchaser of the Product. The benefits provided by the Guarantee and these Terms are in addition to those rights, where applicable.

11.2 Alora is not responsible for any: (i) loss of revenue; (ii) loss of actual or anticipated profits (including loss of profits on contracts); (iii) loss of business; (iv) loss of goodwill; or (v) loss of reputation. This limitation shall not apply to death or personal injury claims, claims regarding defective products or any statutory liability for intentional and gross negligent acts and/or omissions.

11.3 If any of these Terms is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

11.4 These Terms are governed by and construed under the laws of England and Wales.

11.5 If you have any questions about the Guarantee or these Terms, please contact us at: hello@alorababy.com.

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