



Awakened Mind Enterprises, LLC

Worldwide distributor of the Vilistus Mind Mirror 6

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TERMS AND CONDITIONS OF SALE

Website Use

The websites operated by the manufacturer and distributor of the Vilistus Mind Mirror 6, namely TheMindMirror.com, InstitutefortheAwakenedMind.com, and Vilistus.com, are subject to the following terms of use:

- The content is for your general information and use only. It is subject to change without notice.
- It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

1. Definition of Terms

Judith Pennington, worldwide distributor of the Vilistus Mind Mirror 6 through her company, Awakened Mind Enterprises, LLC (Awakened Mind), and the manufacturer of said equipment, Durham Systems Management Limited (Durham), shall supply and the Customer shall purchase the goods and services in accordance with the Quotation/Accepted Order which are subject to the following conditions, with terminology defined as follows:

“Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Supplier;

"Customer" means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;

"Contract" means the contract for the purchase and sale of the Goods and supply of the Services under these conditions;

“Goods” means the goods (including any installation of the goods or any parts for them) which the Supplier is to supply in accordance with these Conditions;

“Supplier” means Awakened Mind Enterprises, LLC and Durham Systems Management Limited.

“Services” means the Services to be provided to the Customer as set out in the Quotation/Order;

“Delivery Date” means the date on which the Goods and Services are to be delivered as stipulated in the Customer's order and accepted by the Supplier;

“Commencement Date” means the commencement date for this agreement as set out in the Quotation / Order or other written communication:

- No contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the goods and services or has accepted an order placed by the Customer.
- No order submitted by the Customer shall be deemed to be accepted by the Supplier unless confirmed in writing by the Supplier's authorized representative.
- No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges, and expenses incurred by the Supplier as a result of cancellation.

“Cooling Off Period” means a 7-day period, starting with the date of payment for Goods, in which the Customer may cancel the Contract. The terms of the Cooling Off Period are applicable only if the equipment has not been received, opened and/or used by the Customer.

“Cancellation Period” is a 14-day period after receipt of the equipment during which Customer may return the purchased equipment for a partial refund as set forth below.

2. Provisions of Service

- With effect from the Commencement Date the Supplier shall, in consideration of the Fees being paid in accordance with the Terms of Payment, provide the services expressly identified in the Quotation / Accepted Order or otherwise agreed under this agreement.
- The Supplier will use reasonable care and skill to perform the services identified in the Quotation/Accepted Order or otherwise agreed under this agreement.
- The Supplier will use all reasonable care and skill to complete its obligation under the Schedule, but time will not be of the essence in the performance of these obligations.

3. Pricing

- Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list, the price quoted shall be valid for 3 days only or such time as the Supplier has specified in the Quotation/Accepted Order.
- The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labor, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- Except as otherwise stated under the terms of any Quotation/Accepted Order or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are exclusive of the Supplier's charges for packaging and transport.
- The price is exclusive of any applicable value-added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

4. Payment

- Upon receipt of an invoice issued by Awakened Mind Enterprises, LLC and transmitted to the Customer by email, the Customer agrees to pay for Goods by way of cash, check, PayPal, TransferWise or bank wire transfer before the order is placed.

5. Delivery and Performance

- Delivery of the Goods shall be made in accordance with this document. The Delivery Date is approximated in writing by Supplier. The Goods may be delivered by the Supplier in advance of the Delivery Date unless specified in an Accepted Order.
- If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licenses, consents or authorizations required to enable the Goods to be delivered on that date, the Supplier shall be entitled to store or arrange for the storage of the Goods. Risk in the Goods shall pass to the Customer. Delivery shall be deemed to have taken place until the Customer makes arrangements for redelivery.

6. Risk and Property

Risk of damage to or loss of the Goods shall pass to the Customer:

- In the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
- In the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods.

Supplier reserves the right to repossess Goods in which Supplier retains title without notice:

- If the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

7. Cooling Off Period, Order Cancellation, and Product Returns

- Please note that in order to cancel your Contract, you must return all the Products that were covered by the order. You must take reasonable care of the Products that you wish to cancel and not use them.
- In addition to your statutory rights to cancel your Contract within a 7-day Cooling Off Period, if you are not satisfied with your purchase within the first 14 days of receipt, you may return your equipment. Products must be returned to Awakened Mind Enterprises, LLC, in accordance with the requirements stated below.
- *Cooling Off Period.* If written notification of order cancellation is given by Customer to Awakened Mind Enterprises, LLC, within the 7-day Cooling Off Period and the equipment **has not been received**, the Supplier agrees to cancel the order and return the Customer's full purchase price, less any PayPal or TransferWise fees incurred during the transfer of payment. If the equipment has been received by the Customer and remains **unopened and unused**, Customer agrees to pay the entire cost of returning the fully insured equipment to Awakened Mind Enterprises, LLC.
- *Cancellation Period.* If the customer wishes to return the equipment within the 14-day Cancellation Period, and the Customer notifies Awakened Mind in writing of his/her wish to return it, the equipment may be shipped to Awakened Mind Enterprises in its original packaging with insurance amounting to the purchase price of the equipment. A full refund will be made by Awakened Mind Enterprises, LLC to the Customer, less:
 - a) A 20% administrative fee for re-stocking
 - b) The original cost of shipping from Supplier to Customer
 - c) The cost of payment transfer, if any, via PayPal, TransferWise or bank transfer
 - d) The cost of partially used consumables including electrodes, paste and gel

e) The cost of any Goods that have been damaged by the Customer.

The above is effective if the Customer indemnifies the Supplier in full against all loss (including loss of profit), cost (including the cost of all labor and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

- If notice of cancellation is not received by Awakened Mind within 14 days of receipt of the equipment, no refund will be made.
- The price of the Goods and Services shall be the price listed in the Quotation / Accepted Order current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
- If you wish to return a Product, you must notify us of your intention to do so before returning the Product.
- A re-stocking fee will not be charged if Products were delivered faulty or incorrectly, or where you have cancelled your Contract within the 7-day Cooling-Off Period as stated above. Items returned outside of the 7-day cooling off period, which, after inspection, are deemed to be functioning correctly, will be subject to an inspection fee as defined in "Repairs and Upgrades" below.

How to return a product:

- Repack the Products in their original packaging. Return a Kit in its carry case, if you are returning the entire Kit. If individual items are being returned for repair, wrap them generously in bubble wrap and write "Fragile" on both sides of the packaging.
- Return the equipment to Awakened Mind Enterprises, LLC, using the Post Office or a reliable delivery company. For your own peace of mind, insure the goods for the full value of the original invoice. It is your responsibility to return the Products to Us. We cannot refund Products that have not been signed for by Awakened Mind Enterprises.
- Keep your Certificate of Postage safe as you will need this in case you need to make an insurance claim in the case of non-delivery of the Products to us.

8. Refunds

- If you cancel your Contract within the 7 day Cooling-Off Period and return to us all the Products which are the subject of the Contract, we will refund the amount due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full.
- If the Customer has received, opened and used the Product within the 7-day Cooling Off Period, the refund will be made in accordance with the policy for a 14-day Cancellation

Period. In that case, the Customer will be responsible for the delivery charges incurred in shipping the Product; fees incurred during payment transfer; the cost of any used sensors, electrodes or gels; and a 20% administrative re-stocking fee.

- If you return the Product for any other reason, for example you claim that the Product is defective or is not what you ordered, we will examine the returned Product and will notify you of any refund you are entitled to via e-mail within a reasonable period of time.
- If the Product is defective, Awakened Mind Enterprises, LLC will refund the amount paid or replace it within 90 days. Supplier will confirm to you via e-mail that you are entitled to a refund for the Product. Products returned because of a defect will be refunded in full or replaced. Supplier will pay for all shipping costs.
- In the event that we do not receive the returned goods, Awakened Mind Enterprises and Durham will refuse to refund the cost of the equipment. It is therefore very important that you follow the above instructions on 'How to make a return.'
- We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9. Exchanges

Defective items returned for repair or exchange will be replaced within 90 days.

10. Inspection, Repairs and Upgrades

- Equipment that is returned to Awakened Mind Enterprises and Durham Systems for repair within the warranty period but, after inspection, is deemed to be a result of wear and tear, will be subject to a repair fee of 35 Great Britain Pounds plus return postage.
- Equipment returned under the two-year warranty scheme but found to be functioning correctly, will be returned to the Customer for the cost of postage.
- Equipment returned to Us outside the two-year warranty period will be subject to an inspection fee of £95 + VAT (where applicable) per item, plus the cost of return postage.
- If you return equipment to us outside of the warranty scheme (two years on the DSU and all sensors), we will inform you of the cost of repair within seven days of receipt of the equipment. Please note that the minimum charge for a repair or upgrade is £50 plus VAT (where applicable), plus the cost of insured return postage.

11. Defective Goods

If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" and the Customer gives written notice of such defect to the Supplier

within three business days of such delivery, the Supplier shall at its option:

- Replace the defective Goods within 90 days, or lesser time as agreed by the Supplier, of receiving the Customer's notice; or
- Refund to the Customer the price of the goods which are defective and the cost of shipping the goods to the Supplier;
- Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as aforesaid.
- No Goods may be returned to the Supplier without the prior agreement of the Supplier in writing. Awakened Mind Enterprises, LLC will work with the Customer to test the equipment using the Fault Checking Protocol. If the Supplier deems that the equipment is defective through no fault of the user, and the equipment is under warranty, the equipment will be replaced free of charge or, at the Supplier's sole discretion, the Supplier shall refund or credit to the Customer the price of such defective Goods, but the Supplier shall have no further liability to the Customer.
- The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any willful damage, negligence, subjection to abnormal conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration of the Goods without the Supplier's approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- Goods, other than defective Goods returned under the above Conditions, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.

Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12. Customer's Default

If the Customer rescinds payment prior to Delivery, then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

- Cancel the order or suspend any further deliveries of Goods and Services to the Customer;
- Appropriate 20% of the payment made by the Customer for Goods and Services, as the Supplier may think fit. This term applies if the Customer rescinds payment or is otherwise in breach of the Contract; or if the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors or (being an

individual or firm) becomes bankrupt or (being a company) goes into liquidation; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or the Customer ceases, or threatens to cease, to carry on business; or the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

If the above conditions apply, then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. Liability

Except in respect of death or personal injury caused by the Company's negligence, the Company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.

The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agent or employees.

Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

14. Communications

All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail.

15. Force Majeure

In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout, the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

16. Waiver

No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

17. Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

18. Governing Law and Jurisdiction

These terms and conditions shall be governed by the laws of the state of Pennsylvania in the United States of America, along with the laws of England and Wales. The parties agree to submit to the jurisdiction of the American state of Pennsylvania and the English and Welsh courts.

19. Waiver of Claims Against Awakened Mind Enterprises, LLC

By this document customers waive all claims against Awakened Mind Enterprises, LLC for Durham Systems equipment defects or any failure to perform. The customer will look fully to the manufacturer and not Awakened Mind Enterprises, LLC or anyone contacted on behalf of Awakened Mind Enterprises, LLC for equipment failures or defects.

Contact information for all communications:

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