

TERMS AND CONDITIONS FOR SONICARE TRY AND BUY DEFERRED AND SUBSCRIPTION PAYMENT

1

These terms and conditions ("**Payment Terms**") apply where you have selected to pay for any eligible Philips Sonicare Electric Toothbrush or Philips Electric Toothbrush Heads ("Products") over 12 months ("**Deferred Payment**") or on an ongoing subscription basis, payable either quarterly or monthly ("**Subscription Payment**"). These Payment Terms will replace clause 5 of the General Terms and Conditions of Sale to Online Consumers. Capitalised terms in these Payment Terms have the same meaning as in the General Terms and Conditions of Sale to Online Consumers and all other clauses of the General Terms and Conditions of Sale to Online Consumers still apply.

2

Philips has appointed a third party (Zuora), which operates a secure payment system, to take payment from you on its behalf ("**Payment Provider**"). The Payment Provider will also contact you on behalf of Philips in relation to your purchase of the Product by Deferred Payment.

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Philips makes no charge for the ability to make the Deferred or Subscription Payment (either as a fixed charge or interest).

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You must pay in the currency as stated on the Philips website.

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- a. For Deferred Payment of Philips Sonicare Electric Toothbrush handles, you will pay for the Product in twelve equal instalments equalling the total, or less than, the purchase price of the Product stated on the Website. The first instalment will be taken when you pay the first installment at the time of purchase. Eleven further instalments for the Deferred Payment, as set out on the Payment Provider's website, will be taken on the same date each month as the date of the first payment. All payments will be made within 12 months of the date of your contract with Philips.
- b. For Philips Electric Toothbrush head Subscriptions, you will pay for one set of brush heads every 3 months. Payments will commence 3 months after initial purchase and the brush heads will be dispatched once successful payment has been taken. Payments will continue until the subscription has been terminated.

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You may pay for your Products by the methods of payment displayed on the Payment Provider's website, which will include payment by debit card or credit card. Cash is not accepted as payment.

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If you are paying by debit or credit card, then you must supply your credit card details when you place your Order. The same card or payment method will be used for all payment instalments and you authorise Philips, or our Payment Provider, to take (a) twelve payments in total for Deferred Payment agreements at the intervals stated in these Payment Terms, or (b) quarterly payments on an ongoing basis, until terminated, for Subscription Payment agreements, from the credit card or through the payment mechanism you have nominated.

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Philips will not supply the Products to you until your credit or debit card issuer has authorised the use of your card for payment of the Product ordered. If Philips or the Payment Provider does not receive such authorisation Philips shall inform you accordingly. Philips reserves the right to verify the identity of the credit or debit card holder by requesting appropriate documentation.

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If Philips or the Payment Provider cannot take any Deferred or Subscription Payment instalment using the credit or debit card details or payment method that you nominated, Philips or the Payment Provider will contact you in order to verify your details or to enable you to provide different payment details. Future Deferred or Subscription Payment instalments will then be taken using the new details that you provide. If Philips or the Payment Provider is not able to contact you, having tried on at least three occasions over a period of at least thirty (30) days, Philips will use any method acceptable under the law to recover uncollected monies owed under this Agreement. Philips may use a Third Party to recover any outstanding balance.

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In addition to clause 7.1.1 of the General Terms and Conditions of Sale to Online Customers, if you are not satisfied with our Product you have the right to return the Product at any time within 12 months of purchase under these Payment Terms.

If you exercise your rights to return the Product (as described in clause 7.1.1 of the General Terms and Conditions of Sale to Online Customers), Philips and the Payment Provider will:

- a. not take any further Deferred Payments, provided the Product is received within 14 days of notice of cancellation. In the event the Product is not received within 14 days, we will charge an additional month's payment. You will not receive a refund of any Deferred Payment amounts paid prior to return of the Product, subject to any amounts refundable as described in clause 7.1.1.; or
- b. continue to take Subscription Payments until the agreement has been terminated. Any brush heads that are returned are subject to the Exchanges, Returns and Refunds terms as set out in clause 7 of the General Terms and Conditions of Sale to Online Consumers.

This does not affect your statutory rights