Orient UK Store Terms and Conditions

Scope

These terms and conditions ("Terms") apply to orders place to Epson via the telephone, online chat or at www.orientwatch.co.uk ("Orient Store") You should read the terms and conditions carefully. By placing an order through the Orient Store you confirm that you have read, understood and accept the Terms.

We will send you an email or a pdf copy of these Terms but you may wish to print these Terms for your reference.

Epson Contracting Party

When you are purchasing this product from our UK website [www.orientwatch.co.uk], you are buying our products from Epson (UK) Limited, with its registered office at Westside, London Road, Apsley, HP3 9TD, Hemel Hempstead, Hertfordshire, England (Company no. 1461516, VAT no. GB243090880). You may contact us at the addresses below.

Contact Address

Our postal address for all correspondences about your order (**except returns**) is as follows: Orient UK, Epson (UK) Ltd., Westside, London Road, Hemel Hempstead, Hertfordshire, HP3 9TD. Telephone- 0330 390 4606

Email- support@orientwatch.co.uk

Placing an Order

When you complete the checkout process on the Orient Store, you have placed an order with Epson. We will notify you by email as soon as possible that we have received your order ("Order Acknowledgement"), however, your order is accepted by Epson only at the point when Epson dispatches a product(s) in accordance with your delivery instructions.

We may reject the following orders:

- a. Request to deliver goods to an address outside the United Kingdom mainland
- b. Orders with a total value above the amount indicated on the website.
- c. If you cannot or will not pay.
- d. If your card issuer does not confirm payment.

Delivery

Delivery is free of charge for Orient Store orders exceeding a certain amount as indicated on the website. The price for orders below a certain amount as indicated on the will be provided to you before you complete your order.

We will inform you of estimated dispatch times when you place an order. Our timeline for standard dispatch of orders is 2-5 days depending on the time and the day you place the order. If this falls on a non-working day the next working day is applicable. For timelines for delivery please refer to the website.

Note: Please contact us if your order does not arrive within 10 working days but at least 30 days after dispatch.

Cancellation Rights

These are only applicable to consumers, that is, a person acting outside the scope of your business or profession.

(i) Goods

As a general rule you may cancel your purchase within 30 days, without giving any reason, after the product has been delivered to you or to a third party identified by you to take delivery. **However**, if you place a single order for multiple products, you may cancel your purchase within 30 days, after the last product was delivered to you or to a third party identified by you to take delivery.

Note also, that if you purchase a product that consists of multiple lots or pieces of something, you may cancel your purchase within 30 days, after the last lots or pieces are delivered to you or to a third party identified by you to take delivery.

(ii) Services

Specific terms of services and terms of additional services (e.g. installation and/or support) may affect your cancellation rights so you should consider them carefully. The terms of these additional services will be provided to you when you choose to purchase them.

Note that as a general rule, you may cancel your purchase for a service within 14 days after you purchased the service provided the performance of the service has not begun or been completed on your express request.

How to Exercise Cancellation Rights

You may exercise your cancellation rights by making a clear statement (e.g. a letter sent by post, or an email) informing us of your decision to cancel. You may write to us at our contact address / email above.

To ease the process and speed of cancellation, you may use the <u>form</u> available on our website. If you use this option, we will communicate to you an acknowledgement of receipt without delay. To meet the cancellation deadline, it is sufficient for you to send your communication before the cancellation period has expired.

Procedure for Return of Products

If you cancel your purchase you should return the product to us. Orient will bear the cost of the return provided you follow the <u>procedure</u> indicated on the website Returns or requests for return should be addressed to:

Unicomp Ltd Unit 14 Bourne Enterprise Centre Borough Green Kent TN15 8DG

NOTE: In cases where goods cannot be dispatched as a parcel (e.g. bulky products) you should inform Epson and request us to collect the product within the time allowed for you to return the product to Epson. The timely request to collect such goods will suffice. The cost of the return will be borne by Epson. 3

Refund

Upon cancellation, we will refund all payments to you within 14 days of receiving the goods back from you or if earlier, the day on which you supply us evidence to the satisfaction and at the discretion of Epson.

In the few instances where you cannot dispatch bulky goods upon cancellation, we will collect the bulky products and refund all payments to you within 14 days of receiving your notice to cancel your purchase.

The refund we make to you will include the standard costs of delivery.

We will make refunds to you only using the same means of payment which you used when you placed the order. You will not incur any fees as a result of such reimbursement.

Your Obligations when Returning Orient Products

You must take reasonable care of products that you wish to return. Products should be returned in a suitable condition. If you do not take reasonable care of the products while in your possession we may claim against you for compensation for deterioration of products. We may claim for compensation insofar as the use or the deterioration of the products is caused by your handling other than what is necessary to establish the nature, characteristics and functioning of the goods in the same way as is possible and usual in a shop.

NOTE: Certain goods are excluded from our standard returns policy goods because they cannot be returned because of their nature, for health and safety reasons, the seal of the product has been broken (e.g. breaking the seal of an ink cartridge or software) or if the product has been custom made to your specification.

Rejecting Defective Products

Nothing in these Terms affect your statutory rights to reject and return defective products. Notify us within a reasonable period of noticing the defect if you seek to reject products as defective.

Damaged or Missing Items

If any items are damaged or missing from your order, please contact us within 5 working days of delivery.

Warranty Information

In addition to your legal warranty, if your Orient or Orient Star watch experiences a failure under normal use as a result of any defects in material or workmanship it will be repaired and/or adjusted at no extra charge for the period stated under the manufacturer's guarantee, from the original purchase date. Warranty terms are available at www.orientwatch.co.uk/or/en_GB/commercial-warranty

Consumer Rights

If you have any questions about UK consumer laws, please contact the Citizens Advice Bureau at <u>Contact us - Citizens Advice</u> - https://www.citizensadvice.org.uk/about-us/contact-us/contact-us/

Title and Risk of Loss

Ownership of Products will only pass to you when we receive full payment of all sums due in respect of your order. The risk of the products will pass to you upon delivery.

Price and Payments

Prices for our products are clearly shown in the Orient Store. All prices include UK VAT at 20%. Prices listed as the total of your order is always the value that you will be charged.

We reserve the right to change prices published on Orient Store at anytime. Changes will not affect orders in respect of which we have sent you an Order Acknowledgement.

If we have made any mistake in the price of goods you have ordered, you may cancel or we may reject your order at any time before we send the goods to you. You may re-order the products at their correct price.

You must pay for the product at the time you place the order.

You will receive the invoice by email. Should you require the paper invoice please contact us.

Events Outside our Control

We will not be liable to you as a result of any delay or failure to perform our obligations to the extent such delay or failure is caused by an event or circumstance which is beyond our reasonable control.

Our performance under any contract with you will be deemed to be suspended as a result of the event or circumstances beyond our reasonable control. We will use reasonable efforts to resolve the disruption and will communicate and update you on progress.

Limitation of Liability

You and we will only be liable under our contract for losses which are a reasonably foreseeable consequence of the relevant breach of contract.

Amendment and Variation of Terms

We may update or amend these terms at anytime without notice to comply with law or reflect changes in our business practices and procedures. Any updates or amendments will be posted on the Epson Store and will not affect orders already placed.

Transfer of Rights and Obligations

You may not transfer, assign or sub-contract any of your rights or obligations under these Terms to any third party unless we agree in writing.

We may assign, transfer or sub-contract any of our rights or obligations under these Terms to any third party at our discretion.

Personal Data

Epson, as data controller, informs you that the personal data provided by you, will be used by Epson for the purposes (a) related to the conclusion, management and execution by Epson, of your purchase of Epson product(s) through the Epson Website; (b) related to the obligations established by laws and regulations; (c) of sending advertising and promotional material concerning the services offered by Epson and affiliates or, in particular, the newsletter, provided you expressly consent.

Epson will only collect and use your personal data in compliance with all applicable data protection law and the Epson <u>Privacy Information Statement</u>.

To exercise your rights of access, rectification, opposition or deletion, please visit the <u>Contact us</u> <u>about your data</u> page, available on the Orient website.

Governing Law and Jurisdiction

Contracts entered into through the Orient Store with Epson (UK) Limited are governed by the laws of England and Wales. Any dispute arising out of or in connection with such contract (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the English courts.