Ireland Store Terms and Conditions

Scope

These terms and conditions ("Terms") apply to orders place to Epson via the telephone, online chat or at www.epson.ie ("Epson Store"). You should read the terms and conditions carefully. By placing an order through the Epson 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 print these Terms for your reference.

Epson Contracting Party

When you are purchasing this product from our Irish website [www.epson.ie], you are buying our products from Epson (UK) Ltd. with registered office : 3rd and 4th floor, The Clarendon Works, 37-39 Clarendon Road, Watford, WD17 1JA, England (registration number 01461516).

You may contact us at this address.

Contact Details - Other

Telephone- 0 1436 7742 Email- store@epson.ie

Placing an Order

When you complete the checkout process on the Epson 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 Republic of Ireland.
- 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 Epson Store orders exceeding a certain amount as indicated on the website unless you request non standard delivery or express delivery service. The price for orders below a certain amount as indicated on the website and/or any non standard or express delivery service will be provided to you before you complete your order.

We will inform you of estimated dispatch times when you place an order. Our timelines for **standard dispatch** of orders are usually as follows:

- before 12am on a working day, we will dispatch the goods that day;
- after 12am, we will dispatch the goods on the next working day; or
- on a day which is not a working day, we will dispatch the goods on the next working day.

For timelines delivery please refer to the website.

Note: Please contact us if your order does not arrive within 21 working days.

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 began 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 form 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. Epson will bear the cost of the return provided you follow the procedure indicated on the website

Returns or requests for return should be addressed to:

Epson (UK) Limited c/o NX Logistics Europe GmbH Robert Bosch Str. 26 50181 Bedburg Germany

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.

WEEE take-back

In compliance with the provisions of DIRECTIVE 2012/19/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 4 July 2012 on waste electrical and electronic equipment (WEEE), Epson offers the consumer, for orders placed on the website https://www.epson.ie, the free of charge take -back option of household WEEE, provided it is equivalent to the new equipment supplied (equivalent WEEE). The amount of WEEE equivalent of which is called for the take- back, cannot be higher than the amount of similar types of products purchased.

To take advantage of the take-back option you can contact our help desk:

Telephone- 01436 7742

E-mail: store@epson.ie

The consumer may dispose of the WEEE free of charge by bringing the old device to the closest accredited collection point.

By joining the Distributor Take Back Scheme Valpak Limited, Epson facilitates the take-back of household WEEE and ensures proper recycling by accredited bodies.

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 not refund any extra cost you incurred by choosing a non-standard or express delivery method.

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 Epson 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, Epson shall grant a standard product warranty of 12 months from the date of purchase on all main devices. Warranty terms are available at <u>www.epson.eu/warranty</u>.

Consumer Rights

If you have any questions about consumer laws in your country, please contact your local European Consumer Centre at http://ec.europa.eu/consumers/ecc/contact_en.htm.

The EU internet platform for online disputes regulation (so-called "ODR platform") can be found at http://ec.europa.eu/consumers/odr/

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 Epson Store. All prices include local VAT. 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 Epson 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 Privacy Information Statement.

To exercise your rights of access, rectification, opposition or deletion, please use the Contact us about your data - Epson form available on Epson Website.

Governing Law and Jurisdiction

Contracts entered into through the Epson Store are governed by the law of your country of residence. 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 courts of your country of residence.

Please consult the EU-wide internet platform for online dispute resolution (the 'ODR platform') via this link: http://ec.europa.eu/consumers/odr/