

## **TERMS AND CONDITIONS OF SALE**

This page together with the documents referred to within it (terms and conditions) tells you the terms and conditions on which we supply any of the products (Products) listed on our website <http://www.samsung.com/uk> (our website) to you. These terms and conditions do not cover the sale of our Products by third parties to you.

Please read these terms and conditions carefully and understand them before ordering any Products from our website. You should understand that by ordering any of our Products, you accept these terms and conditions. If you refuse to accept these terms and conditions, you will not be able to order any Products from our website. You may print a copy of these terms and conditions for future reference. We are under a legal duty to supply goods in conformity with these terms and conditions of sale.

Please note that there are two sets of Terms and Conditions of Sale on this page. The set immediately below is the Terms and Conditions of Sale for Samsung Shop, which applies to orders placed by consumers through the Samsung Shop. The set of terms at the bottom of the page, under the heading "Terms and Conditions of Sale for Samsung Business Shop" apply to orders placed by business customers through the Samsung Business Shop.

### **Terms and Conditions of Sale for Samsung Shop**

#### **Information about us**

We operate the website <http://www.samsung.com/uk>. We are Samsung Electronics (UK) Limited, a company registered in England and Wales under company number 03086621 and with our registered office at Samsung House, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS, United Kingdom. Our main trading address is Samsung House, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS, United Kingdom. Our VAT number is GB689376366.

#### **Service availability**

We only deliver orders to addresses in mainland Great Britain or Northern Ireland.

#### **Your status**

By placing an order through our website, you warrant that:

- (a) you are legally capable of entering into binding contracts;
- (b) you are at least 18 years old;
- (c) you are a private individual and purchasing products in your capacity as such; and
- (d) you are not purchasing products for the purpose of resale.

#### **How the contract is formed between you and us**

1. Your order is an offer to us to buy the Product(s) in your order. You are deemed to have placed an order with us by ordering via our online checkout process. After placing an order, you will receive an e-mail from us acknowledging that we have received your order and containing an Order Reference Number and details of the Product(s) you have ordered (Order Confirmation). Please note that the Order Confirmation is acknowledgment that we have received your order and does not mean your order has been accepted by us. All orders are subject to our acceptance of your offer to buy the Product(s) ordered. We will only accept your offer (and form the contract of sale) when we send you an e-mail confirming that the Product has been dispatched (Dispatch Confirmation). We may refuse to accept your order:

- (a) where the Product is not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or Product description error (see 'Price and Payment' below); or
- (d) if you do not meet the eligibility criteria set out in 'Your Status' above.

2. The contract between us (Contract) will only be formed upon the earlier of i) when we send you the Dispatch Confirmation or ii) delivery of the Product(s). The parties to the Contract are you and Samsung Electronics (UK) Limited.

3. The Contract will relate only to those Products in respect of which we have confirmed dispatch in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

### **Our status**

We may also provide links on our website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that Products you purchase from third party sellers through our website, or from companies to whose website we have provided a link on our website, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. If you would like information about your legal rights you should contact your local trading standards or Citizens Advice Bureau. We will notify you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party seller.

### **28-day cooling-off period / right to return**

1. You may cancel the Contract and return your products for any reason within 28 days of the day you receive the Product(s).
2. It is your responsibility to take reasonable care of the Product(s). The Product(s) must be returned in a reasonable condition along with any packaging, manuals, accessories, free items and any other components. In this case, you will receive a full refund of the price paid for the Products in accordance with our Returns Policy.
3. To cancel the Contract, you may contact us via our website, by email, by telephoning the Customer Call Centre (details are available here: [Contact Us](#)), or by printing out and sending us a completed model cancellation form (available here). You will then be informed of details of how to return or arrange collection of the Product(s). Please note, collection will only be available from the original delivery address and returns will only be free of charge when sent from the United Kingdom. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
4. If you are a consumer, you have a statutory right to cancel the Contract within 14 days from delivery of the Product(s). Details of this statutory right and your right to cancel are provided in the Delivery Confirmation and in our Returns Policy. The 28-day right to return described in this section is offered in addition to and does not affect your statutory rights as a consumer.
5. If your product is defective, please see the Returns Policy section below.

## Availability, delivery and installation

### Availability and delivery

1. We can deliver anywhere in mainland Great Britain or Northern Ireland.
2. We will deliver the Product(s) to the delivery address you specify in your order. We will not deliver the Products to your delivery address unless there is someone present to accept and sign for them. If you have not received the Product(s) within the estimated delivery time specified in the Dispatch Confirmation you should contact us via our website or by email or by telephoning the Customer Call Centre (details are available here: Contact Us).
3. Delivery timescales in relation to pre-order items are estimated and may be subject to change as a result of manufacturing delays. Any delay to your delivery of pre-ordered products will be communicated to you in advance.

### 4. Installation services

4.1. Delivery of the Products does not normally include installation unless we expressly specify otherwise for a Product when you checkout. The following terms apply to any installation service:

- (a) We offer installation across mainland Great Britain only, excluding Northern Ireland and the Scottish Highlands. Please check the list of excluded postcodes here.
- (b) Any installation service provided is supplied by a third party installer authorised by Samsung and is subject to availability.
- (c) Following your purchase of an installation service at checkout, we will call you to schedule an appointment for our installer to visit your nominated premises and carry out the installation service.
- (d) The installation will only take place if there is someone present at the nominated premises at the scheduled appointment time, to allow entry to the premises and sign for the completed installation. Our installer will not wait for more than 10 minutes past the scheduled appointment time, following which you will need to reschedule a new appointment at additional cost.
- (e) Where our installer fails to carry out any installation service due to unavailability of electricity and/or internet connection, existing water supply for laundry and dishwashers or any other interference or hindrance at the nominated premises, you will need to reschedule a new appointment at additional cost.
- (f) If you need to reschedule your appointment, or have an issue with the installation service performed for you, please telephone the Customer Call Centre (details are available here: Contact Us).
- (g) If you consider that the installation service performed for you has not been performed in accordance with your statutory rights, then, subject to (h) below, you will have the option to select either a repeat installation service or a refund. We will usually process a refund due to you as soon as possible and, in any case within 14 days of the day we confirmed to you that you were entitled to a refund. We will usually make any refunds using the same method originally used by you to pay for your purchase.
- (h) We reserve the right to inspect and verify any issue you have with the installation service performed for you. Where the issue is found to be a result of: (i) your instructions to us or our installer, against our or our installer's advice; (ii) misuse, neglect, physical damage, tampering or incorrect adjustment; or (iii) normal wear and tear, we reserve the right to refuse to issue a refund

to you, or claim compensation from you where we perform a repeat installation service. This does not affect your statutory rights.

(i) If you wish to return a Product(s) that has been installed, you will have to arrange for the Product(s) to be uninstalled at your cost. If you wish to exchange a Product that has been installed, you will have to arrange for the Product to be uninstalled at your cost and purchase a new installation service for that Product. This does not affect your statutory rights.

4.2. The following restrictions apply to each installation service:

(a) We are unable to provide brackets, stands, a Freeview box, DVD/VCR, cables, adaptors or extension leads you have not purchased. If these aren't included with your Product and you need them, please purchase before installation.

(b) Our TV and TV wall mount installation services exclude all of the following: Embedding cables; uninstalling any existing unit(s); set up of any home theatre kit or speaker; set up of more than two TV devices; digital aerial repair/installation; Freesat installation; installation of cabinet stands or stands with bracket attachments. For the avoidance of doubt, TV installation, any TV wall mount installation and connection of TV peripherals (for example, Freeview, Freesat, SKY box, DVD player) are different services and must be purchased separately.

(c) Our Freesat installation services exclude all of the following: Supply of the TV and Freesat receiver (must be onsite at time of installation); supply of additional cables such as SCART, component and HDMI; connection or satellite signal feed into any additional room; supply of specialised access equipment (including, without limitation, a hoist, crane or ladder exceeding 40 feet high); installation at above 3 storeys, or above the third storey of any building; extra labour requirements (2 man team/SIT) to overcome technical/lifting/safety issues/site access issues; chimney and roof installations; specialised mounting materials and/or equipment (including, without limitation, extra-large wall brackets (T&K), chimney mounts and extended masting); extended cable runs (over 15 metres in length to an output point); system earth bonding solutions (PME); specialised cable management requirements (including, without limitation, conduit, trunking and catenary wire); permits for road closures for installation; installation in commercial premises.

(d) Our digital aerial installation and aerial repair services exclude all of the following: Supply of TV and set-top box; replacement of the existing aerial; connection of single feed to more than one room; connection or satellite signal feed into more than one room; channelling of wires (i.e. within walls); installation at above 3 storeys, or above the third storey of any building; supply, hire or use of specialised access equipment (including, without limitation, a hoist, crane or ladder exceeding 40 feet high); extended cable runs (over 20 metres in length to an output point); specialised cable management requirements (including, without limitation, conduit, trunking and catenary wire); specialised signal filters (including, without limitation, clusters filters and levellers); specialised mounting materials and equipment (including, without limitation, extra-large brackets and mounts and extended masting); permits for road closures for installation; installation in commercial premises. For the avoidance of doubt, digital aerial installation and aerial repair are different services and must be purchased separately.

(e) Our home appliance installations are only available in a domestic property and the appliance must fit where it will be installed. There needs to be a working power point within 50cm of the appliance; there must be independent water and waste outlets for 'wet' appliances and all stop valves must be fully operational; and no carpentry or plumbing work is required to enable connection. If it is not required, the hot water supply (where available) must be capped off.

## **Risk and title**

1. The Products will be your responsibility from the time of delivery.
2. Ownership of the Product(s) will only pass to you on the later of either i) delivery or ii) when we receive full payment of all sums due in respect of the Products, including delivery charges.
3. By signing for your order it is an acknowledgement of acceptance of the items.

## **Price and payment**

1. The price of the Products will be as quoted on our website from time to time, except in cases of obvious error. Product prices include VAT at the prevailing rate. The price quoted on our website for Products excludes delivery charges which are quoted separately on our website.
2. Product prices and delivery charges are subject to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
3. Our website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that we are rejecting it. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.
4. Payment can be made using all major credit and debit cards (American Express, Maestro, Mastercard, Visa Credit, and Visa Debit) and it is collected on our behalf by Adyen. Payment will be taken at the time of purchase or shortly after, unless you are pre-ordering, in which case payment will be taken within 28 days of you placing your order. Alternatively, you can use an existing PayPal account, open a PayPal Credit facility, or use one of the three Klarna financing options available – Buy now, pay in 30 days, split the cost into 3 equal payments or spread the cost up to 4 years. For smartphones and TVs, you can also join the relevant Samsung Upgrade Programme (subject to status) and pay monthly by entering into a credit agreement which is also provided by Klarna Bank AB.

## **Returns Policy**

1. If you wish to return a Product to us you may contact us via our website, by email, by telephoning the Customer Call Centre (details are available here: [Contact Us](#)), or by printing out and sending us a completed model cancellation form (available here). You will then be informed of details of how to return or arrange collection of the Product(s). Please note, collection will only be available from the original delivery address and returns will only be free of charge when sent from the United Kingdom.
2. If you are returning a Product to us:
  - (a) because you have cancelled the Contract between us within the 28-day period (see above), we will process the refund due to you as soon as possible after collection of the Product from you and, in any case, within 14 days of the day you gave us notice to cancel . Where you are entitled to a

refund, we will refund the price of the Product in full. Subject to instances where installation is available, we will be responsible for collecting any returned Product from your address in the United Kingdom.

(b) for any other reason (for instance, because you have notified us in accordance with the terms below that you do not agree to a change in these terms and conditions or in any of our policies, or because you consider that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time and, usually within 5 working days of when we receive the Product from you. We will usually process the refund due to you as soon as possible and, in any case, within 14 days of the day we confirmed to you via e-mail that you were entitled to a refund.

3. Subject to the terms below, if you believe that a Product you have ordered from us is defective, you should contact us via our website or by email or by telephoning the Customer Call Centre (details are available here: [Contact Us](#)). We will advise you of the appropriate steps to take. If you notify us within 30 days of delivery of the Product that the Product is defective, you will have the option to select a repair, an exchange or a refund. If a fault is found after 30 days from delivery of the Product, you should contact us by telephoning 0330 726 7864 and we will at our discretion either repair or replace the Product and deliver the repaired or replacement Product to you, or provide a refund.

4. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation and return the Products to us, we may have a right of action against you for compensation. When returning a Product to us we recommend you obtain a proof of posting. In all cases, we reserve the right to inspect the Product and verify the fault. For an exchange or refund, the Product must be in otherwise 'as new' condition and if possible with the original packaging. We reserve the right to refuse a refund or exchange if the Product returned is deemed to have been damaged.

5. We will usually make any refunds using the same method originally used by you to pay for your purchase.

6. We do not cover faults caused by misuse, neglect, physical damage, tampering or incorrect adjustment or normal wear and tear. Products sold on our website are intended for domestic use only and are not for commercial use or resale. Nor do we cover faults due to incorrect installation in your home. Please do not remove the serial number.

7. This Returns Policy does not affect your statutory rights.

#### **Product warranties**

In addition to your rights under the Contract and your statutory rights, Samsung products also come with a manufacturer's warranty. Details of the manufacturer's warranty can be found with the documentation that comes with your product. Registration may be required to benefit from the warranty or any extended warranty.

## **Refurbished products**

### **Warranty**

In addition to your statutory rights, Samsung provides a one-year limited manufacturer warranty against defects in materials and workmanship for any certified refurbished Samsung branded product that is purchased direct from Samsung.com. The applicable warranty terms and conditions can be reviewed at from this link.

### **Faulty Products**

If your item develops a fault within 28 days of receipt, please contact us at [support@samsunguk.zendesk.com](mailto:support@samsunguk.zendesk.com) to advise us of the fault. We will then provide you with a full refund or where stock of the same type and grade is available, offer to exchange the item for the same model.

If your item develops a fault within the 12-month warranty period, we will offer a repair upon receipt of the item. You are responsible (including costs) for the transport of your item.

Our repair service excludes cosmetic/accidental damage and customer misuse. In the event of an item being returned to us for these reasons we will contact you and provide you an estimate for repairing.

### **Our liability**

1. Nothing in these terms and conditions excludes or limits our liability for:
  - (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the obligations implied by the Consumer Rights Act 2015, section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - (d) our obligations in respect of defective products under the Consumer Protection Act 1987;
  - (e) any deliberate breaches by us of these terms and conditions that would entitle you to terminate the Contract; or
  - (f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
  
2. Subject to the provisions 1(a) to 1(f) of this section above and 3(a) to 3(g) of this section below, if either of us fails to comply with these terms and conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these terms and conditions.
  
3. Subject to 1(a) to 1(f) of this section above, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:
  - (a) loss of income or revenue;
  - (b) loss of business;
  - (c) loss of profits;
  - (d) loss of anticipated savings;
  - (e) loss of data;
  - (f) waste of management or office time or
  - (g) indirect, consequential or special loss or damage.However, this will not prevent claims for loss of or damage to your physical property that are

foreseeable or any other claims for direct loss that are not excluded by categories 3(a) to 3(g) of this section above.

### **Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **Notices**

All formal notices given by you to us must be given in writing to Samsung Electronics (UK) Limited at Samsung Electronics (UK) Limited, Samsung House, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS (FAO: Executive Office). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in 'Written Communications' above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **Transfer of rights and obligations**

1. The Contract between you and us is binding on you and us and on our respective successors and assignees.
2. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent.
3. We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

### **Events outside our control**

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control (Force Majeure Event).
2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - (a) strikes, lock-outs or other industrial action;
  - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;



- (e) impossibility of the use of public or private telecommunications networks
- (f) the acts, decrees, legislation, regulations or restrictions of any government; and
- (g) pandemic or epidemic.

3. Our performance under the Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

### **Waiver**

1. If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
2. A waiver by us of any default will not constitute a waiver of any subsequent default.
3. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with 'Notices' above.

### **Severability**

If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of the Contract is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

Our right to vary these terms and conditions

1. We have the right to revise and amend these terms and conditions from time to time by posting them on our website.
2. You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

### **Our website**

1. We own or are licensed users of all intellectual property rights in our website and all material and content on our website. You may use this site and the materials and content on our website for personal, non-commercial use only. All other use or reproduction of our website or materials or content on our website is strictly prohibited.
2. Our website is provided on an 'as is' and 'as available' basis without any representation made and we make no warranties of any kind, whether express or implied, in relation to our website. We make

no warranty that our website will meet your requirements or will be uninterrupted, timely or error-free or that our website or the server that makes it available are free of viruses or bugs.

3. While we endeavour to ensure that our website is normally available 24 hours a day, we will not be liable if for any reason our website is unavailable at any time or for any period. Access to our website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control as set out above.

#### **Data protection and privacy**

Your data protection and privacy rights are set out in our Privacy Policy.

#### **Third party rights**

A person who is not party to these terms and conditions or the Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

#### **Applicable law**

Contracts for the purchase of Products through our website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

#### **Entire agreement**

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of the Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.