

Terms & conditions

(Updated 30 July 2009)

This website [www.franklin-uk.co.uk & www.ukfranklineurope.com] (the "**Site**") is operated by Seiko UK Limited (referred to as "**Seiko**", "**we**" or "**us**" in these terms and conditions). Please read through these terms and conditions carefully before using this Site or ordering any Products from it. Please also read our [Privacy policy](#) section regarding your personal information.

For the purposes of these terms and conditions: "**Contract**" is the contract containing these terms and conditions, formed by Seiko's acceptance of your order; "**Products**" are the products and services listed for sale by Seiko on the Site; and "**you**" refers to the person (a natural person or other legal entity) who uses the Site and/or orders Products from the Site.

1. General

1.1 Seiko reserves the right to change these terms and conditions at any time. Any such changes will take effect when posted on the Site. You should read the terms and conditions on the Site before you purchase to ensure you are aware of the current terms and conditions on which Seiko makes the Site and the Products available to you. Please note that Contracts concluded on the basis of previous terms and conditions remain unaffected by any changes to these terms and conditions - the terms and conditions, including Product prices, applicable to any Contract are those which apply at the time you place your order.

1.2 We manufacture and/or provide our Products on the basis that they will be used for domestic use. Accordingly, these terms and conditions apply only to consumers who use the Site. If you are using the Site for business purposes please note that Seiko's business to business terms and conditions will apply instead - please refer to our [Seiko Conditions of Trading](#).

1.3 We aim to update the Site regularly and may change the content at any time. If the need arises, we may suspend access to the Site, or close it indefinitely. Any of the material on the Site may be out of date at any given time and we are under no obligation to update such material. We will not be liable if for any reason the Site is unavailable at any time or for any period.

1.4 You are responsible for making all arrangements necessary for you to have access to the Site.

1.5 We are the owner or the licensee of all intellectual property rights in the Site, in the material published on it and in all Products sold through the Site. All such rights are reserved.

[**1.6** This Site is only intended for use by consumers resident in the UK. We do not accept orders from individuals outside the UK.]

2. Placing an order and Payment

2.1 On completion of your order we will send to you an order confirmation. Please note that this does not mean your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance by either sending you an email confirming that the Product has been dispatched or by delivering the relevant Product to you. A separate Contract will be entered into by you and Seiko for each Product ordered by you.

2.2 Payment can be made by any method specified in the check out section of the Site. We will take all reasonable precautions to keep the details of your order and payment secure.

2.3 The price you pay for a Product is the price displayed on the Site at the time you place your order. All prices are shown in UK pounds sterling and include VAT at the current applicable rate(s). The total amount payable will also include any applicable delivery charges (which are not payable on orders exceeding £100 including VAT), unless expressly stated otherwise.

2.4 We try to ensure that all prices on the Site are accurate but errors can occur. If we discover an error in the price of Product(s) you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you choose to cancel and you have already paid for the Product(s), you will receive a full refund.

2.5 Products are subject to availability. In the event that we are unable to supply any Product(s) to you, we will inform you of this as soon as possible. If you have already paid for the Product(s), you will receive a full refund.

2.6 We do not file details of your order directly on the Site for you to subsequently access. Therefore, please print out these terms and conditions and the order acknowledgement for your own records. If you wish to obtain specific details of your order please contact us on 01628 770 988 (between 9am-5.30pm, Monday to Friday) quoting your order reference number (which can be found on your order confirmation).

3. Delivery

3.1 Our delivery charge covers delivery to UK postcode addresses (this includes the Isle of Man, Orkney, Shetland and Scottish Islands). Unfortunately we cannot deliver to places outside the UK including the Channel Islands or the Republic of Ireland. All Products must be signed for on delivery.

3.2 We make every effort to deliver Products within 21 days. However delays are occasionally inevitable due to unforeseen factors beyond our control. Seiko shall be under no liability for any delay or failure to deliver the Products within estimated timescales where the delay or failure is caused by reasons outside Seiko's control.

3.3 Risk of loss and/or damage to Products passes to you on the date when the Products are delivered to you.

3.4 Ownership of any Product(s) you order on this Site shall pass to you on the later of (i) delivery of the Products to you; and (ii) the date we receive payment in full for the Products (including any delivery charges).

4. Cancellation Rights

4.1 You may cancel a Contract at any time within seven working days, beginning on the day after you receive the Product(s) (or, where the Products are services, the day after acceptance of your order for the services) (in each case, the "**Statutory Return Period**"). In this case you will receive a full refund of the price paid for the Product(s) (including any delivery costs) as soon as possible (and in any event, within 30 days of the day you have given notice of your cancellation).

4.2 To cancel a Contract, you must inform us in writing. Except in the case of services, you must also return the Product(s) (including all its accompanying components and accessories) to us immediately, in the same condition in which you received them, and at your own cost and risk. We request that you return such Product(s) (including all its accompanying components and accessories) to us with its original packaging. Please note that 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.

4.3 You will not have any right to cancel a Contract for the supply of the following Products:

- (a) Products which have been made to your specification or which have been personalised (e.g. by way of an engraving);
- (b) Products which are audio or video recordings or computer software and have been unsealed;
- (c) any services which we have started performing.

4.4 Please note that the provisions above are not intended to be a full statement of all of your rights. For further information about your rights contact your local authority Trading Standards Department or Citizens' Advice Bureau.

5. Returns, Cancellations and Substitutions

5.1 We want you to be totally satisfied with every purchase you make from the Site. If for any reason you are not completely happy with your purchase and the Statutory Return Period (referred to in Clause 4 above) has expired, simply return it within 30 days of delivery, unused and in its original packaging together with the Seiko invoice and we will either exchange it or offer you a refund. Please note the delivery charge is not

refundable after the expiry of the Statutory Return Period unless the product is faulty. Unfortunately, this section 5.1 does not apply to any services purchased by you from the Site.

5.2 We will usually refund any money received from you (including pursuant to Clause 4) using the same method originally used by you to pay for the Product.

5.3 All sizes and measurements of Products on the Site are approximate but we do try to make sure that they are as accurate as possible.

5.4 All Products are guaranteed against manufacturing defects for a period of 24 months. The terms of this guarantee will be provided with the Product.

5.5 Nothing in these terms and conditions will reduce your statutory rights relating to faulty or misdescribed Products. For further information about your statutory rights please contact your local authority Trading Standards Department or Citizens' Advice Bureau.

6. Liability

6.1 In respect of each Contract, our entire liability to you if we are in breach of that Contract or in breach of a legal duty of care in connection with that Contract, will be limited to the total price of the Product(s) ordered by you under that Contract.

6.2 Seiko is not liable to you (or any other parties) for:

(a) any loss of income or revenue, business or profits, or loss or corruption of, or damage to, data:

(b) any loss or damage which was not caused by our breach of a Contract or our breach of our legal duty of care;

(c) any loss or damage which was not a reasonably foreseeable result of either our breach of a Contract or our breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if at the time Seiko and you entered into the Contract, either (i) such loss or damage was contemplated by Seiko and you, or (ii) you notified Seiko in writing that the loss or damage may occur if Seiko breached the Contract or Seiko's legal duty of care.

6.3 Nothing in these terms and conditions shall exclude or limit Seiko's liability for (i) fraud; (ii) death or personal injury caused by Seiko's negligence; or (iii) liability which may not be excluded or limited under any applicable law.

7. Viruses

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.

We shall be entitled to co-operate fully with any law enforcement authorities or court or other authoritative order or any other request with which we consider it appropriate to comply requesting or directing us to disclose the identity of or locate anyone using the Site.

8. Notices

8.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site. 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 communication be in writing.

8.2 All notices given by you to us must be given to Seiko at SC House, Vanwall Road, Maidenhead SL6 4UW. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in Clause 8.1 above. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or three days after the date of posting any letter.

9. Miscellaneous

9.1 Where the site contains links to other sites and resources provided by third parties these links are provided for your information only. We accept no responsibility for them or for any loss or damage that may arise from your use of them. Please note that you may be asked to adhere to separate terms when accessing third party websites.

9.2 We intend to rely on these terms and conditions and any document expressly referred to in them. Please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

9.3 These terms and conditions, all Contracts for the sale of Products made through the Site 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 (including non-contractual disputes or claims) shall be subject to the jurisdiction of the United Kingdom courts.

This website is operated by:

Seiko UK Limited

Franklin

SC House

Vanwall Road

Maidenhead

Berkshire

SL6 4 UW

www.franklin-uk.co.uk

www.ukfranklineurope.com

Registered Company No: 1032911

Registered Office: As above

Registered in England

VAT Number: GB 849 7683 56