

Bulk Order Terms and Conditions

1. About us

- 1.1 **Company details.** UNIQLO EUROPE LTD (company number 04845064) (**we** and **us**) is a company registered in England and Wales and our registered office is at 103-113 Regent Street, London, United Kingdom W1B 4HL. Our main trading address is as below:

United Kingdom: 103-113 Regent Street, London, United Kingdom W1B 4HL
VAT number: 820605757

France: UNIQLO EUROPE LTD, French Branch, 151 rue Saint-Honoré, 75001 Paris, France
VAT number: FR40 794759001

Italy: UNIQLO EUROPE LTD – Italian Branch, P.za Cordusio 2, Milano (MI) CAP 20123 – Italy
Tax Code and registration number 09997330965
REA number MI - 2126780

Spain: UNIQLO EUROPE LTD – Spanish Branch, Paseo de Gracia, número 18, 08007 Barcelona, España
W8266168G

Germany: UNIQLO Europe LTD - Germany, Tauentzienstrasse 7 b/c, 10789 Berlin
Registered at local Court Charlottenburg: HRB 15173 B
USt-ID: DE 291985771

Poland: UNIQLO EUROPE LTD (spółka z ograniczoną odpowiedzialnością) Oddział w Polsce, Towarowa Street 28, 00-839 Warsaw, Poland
NIP: 5263137779
REGON: 522413519
KRS: 0000978979

Belgium: UNIQLO EUROPE LTD – Belgian Branch, Meir 67-69, 2000 Antwerp
BE 0561.894.868

Netherlands: UNIQLO EUROPE LTD - Dutch Branch, Rokin 12, Rokin Plaza, 1012 KR Amsterdam
CCI number: 70787077

Sweden: UNIQLO Sweden, Västra, Trädgårdsgatan 10, 1 tr, 111 53 Stockholm
Organisationsnummer: 516411-1816
VAT: SE516411181601

Denmark: UNIQLO Europe Ltd. Danish Filial, Klosterstræde 23, 2. Tv., 1157, København K
P-number: 1030691349
VAT: DK 39617536

1.2 **Contacting us.** To contact us please email uqeu-bulk-order@uniqlo.eu.

2. **Our contract with you**

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

2.4 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

3. **Placing an order and its acceptance**

3.1 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.

3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.

3.3 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in 3.4.

3.4 **Accepting your order.** Our acceptance of your order takes place when we send you the dispatch email, at which point the Contract between you and us will come into existence.

3.5 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

4. Our goods

- 4.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Goods. The colour of your Goods may vary slightly from those images.

5. Return and refund

- 5.1 You may cancel the Contract and receive a refund, if you notify us as set out in 5.2 within 14 days of your receipt of our email accepting your order.
- 5.2 To cancel the Contract, you must email us at **EU-bulk-order@uniqlo.eu** including details of your order to help us to identify it. If you send us your cancellation notice by email, then your cancellation is effective from the date you send us the email. For example, you will have given us notice in time as long as you email us before midnight on that day.
- 5.3 If you have returned the Goods to us under this 5 because they are faulty or mis-described, we will refund the price of the Goods using the original method of payment.
- 5.4 If Goods have been delivered to you before you decide to cancel the Contract then you must return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can send them back to our returns address. Please contact our Customer Service team for them to issue a returns labels for you.

6. Delivery, transfer of risk and title

- 6.1 Estimated delivery date will be on our email sent to you to confirm our acceptance of your order. Occasionally our delivery to you may be affected by an Event Outside Our Control. See 12 for our responsibilities when this happens.
- 6.2 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time. You own the Goods once we have received payment in full, including all applicable delivery charges.
- 6.3 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.

7. International delivery

- 7.1 We deliver to the European countries currently served by our website (**International Delivery Destinations**). However, there are restrictions on some Goods for certain International Delivery Destinations, so please review the information on that page carefully before ordering Goods.
- 7.2 If you order Goods from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 7.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

8. How to pay

- 8.1 You can only pay for Goods using a bank transfer to the account specified on the invoice sent to you.
- 8.2 Payment for the Goods and all applicable delivery charges is in advance.

9. Our warranty for the goods

- 9.1 We provide a warranty that on delivery, the Goods shall:
- (a) subject to 4, conform with their description; and
 - (b) be free from material defects in design, material and workmanship.
- 9.2 Subject to 9.4 , if:
- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in 9.2;
 - (b) we are given a reasonable opportunity of examining the Goods; and
 - (c) we ask you to do so, you return the Goods to us at your cost (unless faulty),
- we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 9.3 We will not be liable for breach of the warranty set out in 9.2 if:
- (a) you make any further use of the Goods after giving notice to us under 9.3;
 - (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
 - (c) you alter or repair the Goods without our written consent;

- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

9.4 We will only be liable to you for the Goods' failure to comply with the warranty set out in 9.2 to the extent set out in this 9.

9.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

10. Our liability: your attention is particularly drawn to this clause

10.1 References to liability in this 10 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 We only supply the Goods for internal use by your business, and you agree not to use the Goods for any resale purposes.

10.3 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) or the Consumer Contracts Regulations; or
- (d) any other liability that cannot be limited or excluded by law.

10.4 Subject to 10.3, we will under no circumstances be liable to you for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss of business opportunity;
- (c) loss of anticipated savings; or
- (d) any indirect or consequential loss.

10.5 Subject to 10.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed 100% of the price of the Goods.

11. Termination

- 11.1 Without affecting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 10 days of you being notified in writing to do so;
 - (b) you fail to pay any amount due under the Contract on the due date for payment;
 - (c) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - (d) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 11.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

12. Events outside our control

- 12.1 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 any act or event beyond our reasonable control (**Event Outside Our Control**).
- 12.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 12.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

13. General

13.1 Assignment and transfer.

Neither party may assign or transfer the rights and obligations under the Contract to another entity.

- 13.2 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 13.3 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 13.4 **Governing law and jurisdiction.** The Contract is governed by English law and you and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.