

Online Terms and Conditions of Sale

These Terms and Conditions were last updated in May 2016.

IMPORTANT: Please read these Terms and Conditions carefully. They provide information about us and the legal terms and conditions on which we sell any of the products listed on our Website ("**Products**") to you. If you do not agree with these Terms and Conditions, please do not place any orders with us through the Website.

1. Introduction

1.1 These Terms and Conditions apply to any order you place through the Website. By: (i) ticking the "Yes, I agree" box on the Website to accept these Terms and Conditions; (ii) placing an order with us through the Website; (iii) confirming, whether by email, post or phone, that you accept these Terms and Conditions, and/or (iv) accessing or using this Website, you are agreeing to be bound by these Terms and Conditions and enter into a contract with Supplies Distributors SA. If you do not accept these Terms and Conditions, you should not click "Yes, I agree" or place an order with us through the Website.

1.2 We may amend these Terms and Conditions at any time to reflect the following circumstances:

1.2.1 changes in relevant laws and regulatory requirements; or

1.2.2 new industry guidance and/or codes of practice

in which case we will publish the amended version on the Website.

1.3 Any such amended version: will not affect any order which you have already placed through the Website where reasonably possible; and, in all other circumstances, will take effect from such publication. You should therefore regularly check the Website to review the current Terms and Conditions and ensure you are familiar with them.

1.4 For the purposes of these Terms and Conditions, all references to: "**Terms and Conditions**" means these terms and conditions, as amended from time to time in accordance with Clause 1.2 above and any policies, guidelines, rules and/or other terms and conditions which we may, from time to time, post on the Website or otherwise make known to you; "**Website**" means the website currently located at <http://shop.olympus.co.uk/>, and/or any successor website; and to "**us**" and "**we**" are to Supplies Distributors SA and "**our**" shall be construed accordingly.

2. Information about Us

2.1 We are a company registered in Belgium, of which the registered offices are located at rue Louis Blériot 5, 4460 Grâce-Hollogne, registered with the Liège Trade Registry under the No. 208.795, VAT No. BE 475.286.142.

3. Use of our Website

3.1 Your use of our Website is also governed by our Terms of Use located at http://shop.olympus.co.uk/e_commerce/content/conditions.cfm. Please read the Terms of Use carefully as they also apply to your use and access of our Website.

4. Personal Information

- 4.1 We only use your personal information in accordance with our Data Privacy Notice which can be found here: http://shop.olympus.co.uk/e_commerce/content_files/PP_gb_gb.pdf. Please read this Data Privacy Notice carefully as it contains terms which apply to you and your personal information.

5. Our contract with you

- 5.1 You must be over 18 years old to place an order via the Website and by placing an order via the Website, you confirm that this is the case.
- 5.2 If you place an order using the Website, we will in the first instance acknowledge receipt of your order by email. Your order is an offer by you to purchase the Product(s) ordered from us. This initial acknowledgement by us is not an acceptance of your order.
- 5.3 Before we formally accept your order, we will check if we have the Product(s) in stock. Following confirmation that the Product(s) is(are) in stock, we will take payment from you (using the payment method provided when you placed your order) in respect of the Product(s) ordered. We will confirm acceptance of your offer by sending you an e-mail that confirms the Products have been dispatched and provide you with an estimated delivery date (the "**Confirmation**"). Intangible Products (such as activation or voucher codes) will be delivered with the Confirmation. The contract between us will only be formed when we send you the Confirmation.
- 5.4 Once we are in receipt of cleared funds, we will arrange for the delivery of the products to the address you have indicated in your order.
- 5.5 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

6. Customer Information

- 6.1 You are responsible for the accuracy and completeness of the personal information you give to us and you warrant that such information is accurate and complete in all respects. You agree to notify us of any change to such information, which you can access and update using your account.

7. Your Account and Password

- 7.1 If you place an order, you may register with us and create an account. To do so you will need to: create a password, give us certain personal information including your name and e-mail address and any other details (for example, your post code) that we may require as part of the registration process; and agree to our processing of your personal information, in accordance with our Data Privacy Notice. If you do not agree with the terms and conditions of our Data Privacy Notice you should not create an account with us.
- 7.2 You are responsible for the security and confidentiality of the password and other log-in information for your account. You accept responsibility for all activities which occur under your account, including any and all purchases. If you have any reason to suspect that your password has become known to someone else and/or that your account has been or is likely to be used without your authorisation, you should contact us immediately. We shall not be liable for any loss

or damage resulting from a failure by you to protect the password and/or other log-in information for your account.

8. Disclaimer

8.1 While we endeavour to ensure that the information on the Website is accurate, complete and up to date, we do not warrant that this is or will be the case. We may, at any time without notice, make changes to the Website and/or to the Products and/or their prices described and available on the Website.

8.2 Illustrations, photographs, weights, dimensions and descriptions on the Website are intended as a general guide to our products. You acknowledge and agree that we do not promise that our Products will be precisely in accordance with such guidance and without any variation at all. While we endeavour to ensure that our guidance is helpful and accurate there are many factors, such as minor changes in stock, ongoing product development and even your own computer or other monitor technology that mean that actual Products may vary slightly from the illustrations, photographs, weights, dimensions and/or descriptions on the Website.

9. Prices

9.1 The prices payable for Products are shown on the Website at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see Clause 9.4 for what happens if we discover an error in the price of Product(s) you ordered.

9.2 All Product prices on the Website are inclusive of VAT (where applicable).

9.3 On the Product pages of the Website, the Product prices are exclusive of any delivery charges. Any delivery charges will be added, inclusive of VAT, during the check-out process, before you confirm your order.

9.4 Our Website contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our Website may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you in writing to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

10. Non-Acceptance of Orders by Us

10.1 We can refuse to accept or fulfil any order in our absolute discretion, including, without limitation, if:

10.1.1 there is a pricing or description error when the order is placed;

10.1.2 your payment is refused;

10.1.3 we do not have sufficient stock to deliver the Product you have ordered;

10.1.4 we do not deliver to the area in which your delivery address is located; and/or

10.1.5 it is not possible or practical for us to deliver to, or we have any other concerns with, the delivery address that you have given us.

10.2 If we refuse to accept an order in accordance with this Clause 10, we will not be obliged to offer any compensation for loss or disappointment suffered by you, although we will offer a full refund of any payment that we may have collected.

11. Payment

11.1 We accept payment by credit card (Visa or MasterCard), PayPal or bank transfer.

11.2 In respect of all orders, payment of the full purchase price for the Product(s) ordered must be made when the order is placed and we will not dispatch the Product(s) ordered until we have received such payment in full.

11.3 All payment transactions may be subject to validation checks and authorisation by the relevant card and service providers and/or by us (and we may use third party service providers to carry out such authorisation, which we will do in accordance with our [Data Privacy Notice]. If your card issuer/payment service provider refuses to authorise payment to us, we will not be liable for any delay or non-acceptance of orders made by you.

11.4 If for any reason any payment is refused after we have dispatched any Product we will have the right to request the payment from you or recover the relevant Product(s) from you. We may charge you for our costs in recovering the Product(s) or seeking further payment.

11.5 Full ownership and title in any Product ordered from us will remain with us and will not pass to you until we have received payment of the full purchase price for such Product. Risk in the Product will pass from us to you when the Product is delivered to the address you provided as the delivery address at the time of placing your order.

12. Delivery

12.1 We endeavour to deliver Products on the estimated delivery date. However such date is indicative only and we cannot guarantee that the delivery will take place on such date, although, unless agreed otherwise with you, delivery of any Product will take place within 30 days of the date of the Confirmation (the date on which we e-mail you to confirm acceptance of your order).

12.2 If we miss the 30 day delivery deadline for any Products, then you may cancel your order straight away if any of the following apply:

12.2.1 we have refused to deliver the Products;

12.2.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

12.2.3 you told us before we accepted your order that delivery within the delivery deadline was essential.

12.3 If you do not wish to cancel your order straight away, or do not have the right to do so under Clause 12.2, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet this new deadline.

12.4 If you do choose to cancel your order for late delivery under Clause 12.2 or Clause 12.3, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us,

and we will pay the costs of this. After you cancel your order we will refund any sums you have paid to us for the cancelled Products and their delivery.

12.5 You must inform us, by contacting us using the information available on the "Contact Us" page on our Website by the date on which we agree an estimated delivery date with you, if there are any special circumstances which might be relevant to your delivery, including, without limitation, factors relating to access: to your delivery address (e.g. low bridges, narrow lanes etc); and/or to the premises at your delivery address (e.g. small door frames, narrow passages, steps etc). Please take appropriate measurements to confirm whether or not there are any such factors.

12.6 You may be liable to pay us extra delivery charges if:

12.6.1 we are unable to complete a delivery because a person over 18 is not present at the delivery address on the date of delivery to accept the Product;

12.6.2 you attempt to change the delivery address after the Product has been dispatched to you; and/or

12.6.3 you fail to notify us in accordance with Clause 12.5 above of special circumstances which are relevant to your delivery.

13. Your Right of Return and Refund

13.1 You have a legal right to cancel your contract with us during the period set out below in Clause 13.3. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the contract and receive a refund.

13.2 However, this cancellation right does not apply in the case of:

(a) sealed Products which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;

(b) sealed audio or sealed video recordings or sealed computer software, once these Products are unsealed after you receive them; or

(c) any Products which become mixed inseparably with other items after their delivery.

13.3 Your legal right to cancel your contract with us starts from the date of the Confirmation (the date on which we e-mail you to confirm our acceptance of your order and a contract between us and you is formed). Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out below:

13.3.1 If your contract is for a single Product (which is not delivered in instalments on separate days), the end date is the end of 14 days after the day on which you receive the Product;

13.3.2 If your contract is for either:

(a) one Product which is delivered in instalments on separate days; or

(b) multiple Products which are delivered on separate days;

the end date is 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered;

13.4 To cancel your Contract:

You just need to let us know that you have decided to cancel. You can use the provided cancellation form (http://shop.olympus.co.uk/e_commerce/content_files/WithdrawForm/Olympus_gb_Withdrawal_form.pdf) or mail as at Supplies Distributors SA, Rue Louis Blériot 5, 4460 Grace-Hollogne, Belgium. You can also e-mail us at shop.support@olympus.eu contact us by telephone on 00800-65967873 or by fax on 004940237734-649. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

13.5 If you cancel your contract we will:

- (a) refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop.
- (b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the standard delivery method that we offer (provided that this is a common and generally acceptable method);
- (c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
 - (i) if you have received the Product: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. If the Product is an information (e.g. a voucher code or activation code) evidence is deemed to be your written declaration to have destroyed the information and not to use it for its intended purpose. For information about how to return a Product to us, see clause 13.8;
 - (ii) if you have not received the Product: 14 days after you inform us of your decision to cancel the contract.

13.6 If you have returned the Products to us under this clause 13 because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable delivery costs you incur in returning the item to us.

13.7 We will refund you on the payment method used by you to pay.

13.8 If a Product has been delivered to you before you decide to cancel your contract:

- (a) then you must return it to us without undue delay and in any event no later than 14 days after the day on which you let us know that you wish to cancel the Contract;
- (b) we will cover the cost of returning the Products to us.

13.9 As you are a consumer, we are under a legal duty to supply Products that are in conformity with this contract and you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 13 or anything else in these Terms and Conditions.

14. If a Product is faulty or not what you ordered

- 14.1 We provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. (Please keep all the warranty information that comes with your Product as it may be needed if the Product develops a fault.) The warranty does not apply in the circumstances described in Clause 14.2.
- 14.2 The warranty in Clause 14.1 does not apply to any defect in the Products arising from:
- 14.2.1 fair wear and tear;
 - 14.2.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - 14.2.3 if you fail to operate or use the Products in accordance with the user instructions;
 - 14.2.4 any alteration or repair by you or by a third party who is not one of our authorised repairers; or
 - 14.2.5 any specification provided by you.
- 14.3 We request that you inspect any Product delivered to you within a reasonable period of receiving it. Subject to Clause 13, if a Product you have received from us: was damaged when delivered; or develops a fault within the warranty period, please notify us and return the Product to us, at our cost.
- 14.4 We will check all Products returned to us and if you are entitled to a refund we will refund the price of the Product.
- 14.5 If we discover that a Product you have returned to us on the basis that it was damaged or faulty is not in fact damaged or faulty, we may: return it to you and cancel any refund that you have requested, or if we have already refunded you, we may recharge you for the Product and the original delivery costs, using the payment information provided to us when you placed your order; and charge you for the costs of returning the Product to us and of redelivering the Product to you.
- 14.6 If a Product you have received from us is not the Product which you ordered from us please notify us and return the Product to us, at our cost, either by post or by requesting that we collect the product from you, and
- 14.6.1 we will deliver the Product which you ordered, if possible; or
 - 14.6.2 if it is not possible to deliver the Product which you ordered, we will refund the purchase price and any delivery costs.
- 14.7 The warranty in Clause 14.1 is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described.

15. Returns Policy

- 15.1 Please ensure that all Products packaged for return are clearly labelled with your name, postal address and order number and that, if you post a Product to us, you obtain a proof of posting receipt. You must ensure that Products which you wish to return are adequately packaged to protect them from being soiled or damaged whilst being returned to us. Please ensure that you keep the original packaging in which the Products are delivered in case you wish to make a return. Any Product you accept and then return is your responsibility until it reaches us. Please

therefore ensure that you send your Product back to us using a delivery service that insures you for the value of the goods.

- 15.2 Please note that we can only consider refunding the postage costs for returning a Product where we sent you the wrong Product, the Product is damaged or faulty, or where you are returning a Product which you do not want to keep in accordance with Clause 13. In all other circumstances you will be responsible for the cost of returning the Product.]

16. Use of Products

- 16.1 You agree only to use the Products for their normal and proper use and not to alter or modify or otherwise interfere with them.
- 16.2 You agree to follow the manufacturer's instructions supplied with the Products and not to use the products in a careless or negligent manner.

17. Liability

- 17.1 Nothing in these Terms and Conditions excludes or limits our liability for:
- 17.1.1 death or personal injury caused by negligence;
- 17.1.2 fraud; or
- 17.1.3 any breach of any terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) or sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples);
- 17.1.4 any defective products under the Consumer Protection Act 1987; and/or
- 17.1.5 any other statutory or other liability which cannot be excluded under applicable law.
- 17.2 To the maximum extent permitted by law:
- 17.2.1 the Products will be of satisfactory quality and fit for the purpose for which they are made available (i.e. non-commercial, domestic use, unless otherwise agreed between you and us); and
- 17.2.2 we exclude all other express and implied representations, warranties, conditions and other terms relating to the Products.
- 17.3 The aggregate liability, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way of us, our group companies and the officers, directors, employees, shareholders or agents of us or any of them, for any kind of loss or damage that may result to you or a third party in connection with these Terms and Conditions is limited to the amount paid by you for the Product.
- 17.4 We, our group companies and the officers, directors, employees, shareholders or agents of us or any of them will not be liable, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way in connection with these Terms and Conditions for:
- 17.4.1 any indirect, punitive or consequential loss or damages;
- 17.4.2 any loss arising from or in connection with loss of income, profits, goodwill, data, contracts, use of money or business interruption;

- 17.4.3 any loss arising from failure to use the Products in a normal and proper manner or through altering or modifying the Products, failure to follow our and/or the manufacturer's instructions or using the Products in a careless or negligent manner; and/or
- 17.4.4 any failure to perform any obligation owed to you under these Terms and Conditions, including, without limitation, any failure to deliver or delay in delivering Products, due to any event or circumstance beyond our reasonable control, including, without limitation, industrial disputes, technical difficulties, failure of or delays in communications networks, acts of terrorism or power failure.

18. Invalidity and Waiver

- 18.1 If any part of these Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these Terms and Conditions will not be affected.
- 18.2 If you breach these Terms and Conditions and we take no action against you, we will still be entitled to enforce our rights against you in relation to that breach and to use our rights and remedies in any other situation where you breach these Terms and Conditions.

19. Third Party Rights

- 19.1 Except for our affiliates, directors, employees or representatives, a person who is not a party to these Terms and Conditions has no statutory or other right to enforce them, to the extent that any such right can be lawfully excluded.

20. Assignment

- 20.1 We reserve the right to assign or sub-contract any or all of our rights and obligations under these Terms and Conditions. These Terms and Conditions are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

21. Governing Law and Dispute Resolution

- 21.1 These Terms and Conditions shall be governed by and construed in accordance with English law and any disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts.
- 21.2 Pursuant to Regulation (EU) No. 524/2013, the EU Commission established an internet platform for alternative online dispute resolution for consumers, which is accessible under the following link: <http://ec.europa.eu/consumers/odr/>.
- 21.3 You may contact our complaint handling directly via e-mail (shop.support@olympus.eu), telephone (00800-65967873) or fax (+420 221 985 599) for more information.

22. Entire Agreement

- 22.1 These Terms and Conditions (together with our [Data Privacy Notice] and [Terms of Use] set out the entire agreement relating to your use of the Website and to the order by you, using the Website, of any product from us and supersede any and all previous agreements between you and us relating to your order by you of that Product.

22.2 Nothing said by any sales person on our behalf should be understood as a variation of these Terms and Conditions or as an authorised representation about the nature or quality of any Products offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation.