

## UNIQLO EUROPE LTD. TERMS OF USE & SALE

Welcome to uniqlo.com (the "Site"). This Site is made available to you subject to the following Terms and Conditions. Please read these Terms and Conditions carefully before using the Site or ordering any products ("Products") from our Site.

You should understand that by using the Site or ordering any of our Products listed on our Site, you agree to be bound by these Terms and Conditions. You should print a copy of these [Terms and Conditions](#) for future reference.

Whilst not compulsory, this document can be printed and/or saved by the usual function of your Internet browser: (usually "File" > "Save As"). You can download this document in PDF format and archive. To open the PDF file you need the free program Adobe Reader (at [www.adobe.com](http://www.adobe.com)) or similar programs that can handle the PDF format.

Please note that there are additional policies that apply to your use of this Site and our trading relationship with you:

- [Privacy Policy](#) – Our security and privacy practices that aim to protect you and your personal information; and
- [Returns Policy](#) – Details of conditions governing the return and/or cancellation of products purchased from uniqlo.com.

Please understand that if you refuse to accept these Terms and Conditions, you will not be able to use or order any Products from our Site.

### INFORMATION ABOUT US

This Site is operated by UNIQLO EUROPE LTD ("we/us/our"), a company registered in England and Wales (number 4845064), and whose registered address is at:  
UNIQLO EUROPE, 1 Kingsway – 6th floor, London, WC2B 6AN

Our main trading address is:

UNIQLO EUROPE, 1 Kingsway – 6th floor, London, WC2B 6AN (UK)

Our VAT number is 820605757

### TERMS AND CONDITIONS

We reserve the right to change these Terms and Conditions from time to time at our sole discretion, and your rights under these Terms and Conditions will be subject to the most current version of these Terms and Conditions posted on this page at the time of your use or purchase. Any changes to the Terms will be posted on the Site and the date at the bottom of these Terms will be amended to reflect when these Terms were last revised.

We recommend that you revisit these Terms regularly to keep informed of the current

Terms and Conditions that apply to your use of the Site and the sale, delivery and use of our Products.

These Terms and Conditions are in addition to your obligations and rights under our Privacy Policy and Returns and Cancellation policy. For the avoidance of doubt, in the event of a conflict arises between these Terms and Conditions and our Privacy Policy and / or Returns and Cancellation policy these Terms and Conditions will take precedence. If you are unsure of your rights under these Terms and Conditions, our Privacy Policy and / or Returns and Cancellation policy, please get in touch with our customer service team by visiting our [Contact Us](#) page. We will respond by the next working day, Monday to Friday, 10am – 6.30pm. Please be aware that all of our e-mails are conducted in English.

If you do not agree to these terms in their entirety, you must not use this Site.

Please note that these Terms do not affect your statutory rights as a consumer. We are under a legal duty to supply Products that are in conformity with the contract.

#### **LICENSE AND USE OF SITE**

We grant you a limited license to access and make personal use of the Site and not to download or modify it, or any portion of it, except with our express written consent. This license does not include any resale or commercial use of the Site or its contents; any collection and use of any Product listings, descriptions, or prices; any derivative use of unqlo.com or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not frame or utilise framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of ours and our affiliates (including our parent company) without our express written consent. You may not use any meta tags or any other "hidden text" utilising our name, trademarks or service marks without our express written consent.

We may terminate your limited license to use the Site with immediate effect if you breach any of these Terms and Conditions.

You must choose a username and password on completion of registration and prior to any purchase. You are responsible for all actions taken under that username and password and shall only use the Site under your own username and password. You must make every effort to keep your password safe and should not disclose it to anyone. If it is compromised, you must change it. You may not transfer or sell your username to

anyone, nor permit, either directly or indirectly, anyone to use your username or password.

Access to the Site is permitted on a temporary basis, and we reserve the right to suspend, or withdraw, or amend the service we provide on our Site without notice at any time for operational, regulatory, legal or other reasons.

From time to time, we may restrict access to some parts of the Site, or our entire Site, to users who have registered with us.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions.

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

This Site may provide, or third parties may provide, links to other sites or resources. As we have no control over such Sites and resources, we are not responsible for the availability of such external Sites or resources, do not endorse and are not liable for any content, advertising, Products, or other materials on or available from such Sites or resources.

#### **TERMS OF USE FOR DOWNLOADS**

Downloaded material is provided "as is" and your use of the downloaded content is at your own risk. Downloads may contain significant or insignificant program errors, bugs, and viruses, which may cause an operational interruption to your computer system. You must screen the download for viruses before access. Except to the extent that such terms cannot be limited or excluded by law, no conditions, warranties, representations or other terms, whether express or implied shall apply with respect to any download.

Please note that we are under no obligation to answer questions about the use of downloaded content.

#### **INTELLECTUAL PROPERTY**

The Site and its content are protected by Intellectual Property Rights, including but not limited to copyright and trademarks. In these Terms and Conditions, "Intellectual Property Rights" means patents, database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights, together with the right to apply for the protection of any such rights.

As between us, all Intellectual Property Rights in the Site and these Terms and Conditions are and will be owned by us absolutely and you are not allowed to use any such Intellectual Property Rights without our express agreement.

Any goodwill accruing from use of this Site and our or our affiliates' trademarks, trade and business names and service marks under these Terms and Conditions will vest in us and our affiliates, as appropriate.

### **CONTRACT CREATION AND ELECTRONIC CONTRACTING**

To place an order on the Website, you must be at least 18 years old and a consumer (not a reseller).

The technical steps required to create the contract between you and us for the sale of any Products are as follows:

- You place the order for your Products on the Site by pressing the 'place order and pay with this card' button at the end of the checkout process. You will be guided through the process of placing an order by a series of simple instructions on the Site.
- An order can be paid for by debit or credit card. (MasterCard®, Visa®, American Express®, as well as PayPal. We do not accept cash or cheques for online purchases.
- If you have a voucher, promotion or discount code, this should be entered during the checkout process to be valid.
- We will send to you an order acknowledgement e-mail once your order has been placed. This is not an order confirmation or order acceptance from us. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product.
- When your order is processed and the Product is shipped from our warehouse we will send you a confirmation e-mail.
- Order acceptance and the completion of the contract between you and us will take place on the dispatch to you of the Products ordered unless we have notified you that we do not accept your order, or that it has been cancelled. The contract will relate only to those Products whose dispatch we have confirmed in the dispatch confirmation e-mail. 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 email.
- We will process your payment at the time of preparing your Products for dispatch.

You are encouraged to retain your tax invoice for your records and as a reference to our contract.

### **INVOICING**

Where Uniqlo elects, or is required by applicable law to issue or make available an invoice, Uniqlo reserves the right to issue or make available electronic invoices and you

agree to such form of invoicing. Uniqlo will send you an invoice only by post or within your order. If the invoice is lost by you, please get in touch with our customer service team by visiting our [Contact Us](#) page. We will respond by the next working day, Monday to Friday, 10am – 7pm

## **PRICING**

Uniqlo uses all reasonable efforts to ensure that all pricing information on the Site is correct and up-to-date, but errors do sometimes occur. If an error occurs and a product is mispriced, Uniqlo is entitled to not accept your order and/or confirm that any contract between you and Uniqlo is complete, as set out herein. Uniqlo is not obliged to supply or deliver any products which are incorrectly priced, as long as the product has not been dispatched, i.e. the contract between you and us is not yet complete.

All prices and charges on the Site are in DKK. Delivery charges may apply and these will be clearly displayed during the order process.

The total cost for delivery will be itemised and identified on the payment screen and in your tax invoice.

If you have a discount promotional code it is entirely your responsibility to ensure this is included in the relevant section during the order process. A promotional code or discount offer cannot be applied after you confirm your order.

Non acceptance of an order may be a result of one of the following:

- The Product you ordered being unavailable from stock;
- Unable to obtain authorisation for your payment;
- Any risk assessment Uniqlo may have with regards to the transaction;
- The identification of a pricing or Product description error;
- You not meeting the eligibility to order criteria set out in these Terms and Conditions;
- You are under 18;
- We have a suspicion that you may be a reseller; and
- The identification, by us, of an error within the Product information, including, but not limited to, price or in relation to a promotion.

If there are any problems with your order we shall contact you as soon as possible. We reserve the right to reject any offer to purchase a Product by you at anytime.

Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## **DELIVERY**

We endeavour to deliver your Products within the timescales set out [in the FAQs](#) - unfortunately; we are unable to guarantee that they will not be affected by unforeseen issues affecting our carrier. Under these circumstances, we do not issue any form of compensation.

Your order will be fulfilled by the delivery date set out in the dispatch confirmation email or, if no delivery date is specified, then within 30 (THIRTY) days of the date of the dispatch confirmation email, unless there are exceptional circumstances. The Products will be at your risk from the time of delivery of the Products to you.

Due to customs, legal, regulatory and certain practical restrictions applicable to orders placed, some of the products may not be available for delivery to certain destinations. We reserve the right to define what can and cannot be delivered to which destination. Details of the locations to which We can deliver to, along with details of delivery charges and timescales can be found in the FAQ. Prices and timescales may vary depending on the types of products ordered, delivery service selected and your delivery address.

### **YOUR RIGHT OF TERMINATION**

You can terminate your contract with us and receive a refund in accordance with the provisions set out in our [Returns Policy](#). This policy forms part of and is an extension of these Terms and Conditions and should be read and understood before purchasing any Product.

### **PROMOTION AND DISCOUNT CODES**

As explained above any discount and promotional codes should be entered during the checkout process to be valid and cannot be used on orders containing baby or children wear. Discounts and discount thresholds exclude delivery charges. Discounts cannot be used in conjunction with any other offers.

Our offers are only available for a limited period. They are only available on selected lines. Uniqlo reserves the right to stop these offers without prior notice. Offers cannot be used in conjunction with any other discount. Also, if a Product is purchased online or in store prior to going on promotion, we are unable to refund the difference in price.

Our exclusive offers are only applicable to online purchases; these offers do not apply to our physical stores. If a customer wishes to benefit from these exclusive online offers they will need to place an order online. Please note: if you purchase an item that is exclusively on offer online in one of our physical stores at full price, you will not be entitled to a refund for the difference in amount.

Please be aware that selected discount codes can only be used by UNIQLO account holders.

### **OUR PRODUCTS**

Every effort will be made to ensure that prices shown on this Site are accurate at the time you place your order. If an error is found prior to dispatch of the Products, we will normally, at our discretion, inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. Alternatively, at our discretion, we may reject your order and treat it as cancelled.

We are under no obligation to provide a Product to you at an incorrect (lower) price, even after we have sent you a dispatch confirmation email, if the pricing error is obvious and unmistakable and could have reasonably been recognised as you as a mis-pricing.

You should bear in mind that buying clothing and accessories over the Internet provides a different shopping experience to buying in store. Be aware that:

- The colours which are shown on the Site will depend on many factors – including your computer display settings; and we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the products on delivery and/or receipt
- The weights, measurements, sizes dimensions and capacities shown on the Site are best estimate basis only
- Variations in the manufacturing processes, your monitor settings and your computer hardware may affect the fabrics and designs of the Products meaning that Products delivered may have minor differences in appearance to how they are displayed and described on the Site
- All Products are subject to availability - we may not be able to supply your order
- Any delivery estimates given are estimates only.
- The Products and promotions which are offered on the Site may not be available in store and vice versa.

All prices are, unless otherwise stated, inclusive of VAT at the applicable rate and exclude delivery charges which will be added during checkout before you confirm your order.

## **COMMUNICATIONS**

You may submit suggestions, ideas, comments, questions, or other information, to us so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of Intellectual Property Rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false email address; impersonate any person or entity, or otherwise mistext as to the origin of any content.

If you do submit material, and unless you indicate otherwise, you grant us and our

affiliates a non-exclusive, royalty free, not necessary limited in time pursuant to local law where applicable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media where we operate. You grant us and our affiliates and sub licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you submit; that the content is accurate; that use of the content you supply does not violate these terms of use and will not cause injury to any person or entity; and that you will indemnify us and our affiliates for all claims resulting from any content you supply.

You acknowledge and agree that we have the right but not the obligation to monitor and edit or remove any activity or content. We take no responsibility and assume no liability for any content shared by you or any third party through the Site.

## **DISCLAIMERS**

To the fullest extent permitted by law, the Site and all information contained therein is provided by us on an "as is" and "as available" basis and we do not guarantee that the Site will be suitable for your purposes and requirements. We use reasonable care in compiling and presenting the content of the Site, but we can give no guarantee that the content is complete, accurate or up to date.

We make no representations or warranties of any kind, express or implied, as to the operation and availability of this Site or the information, content or materials presented on the Site. You expressly agree that your use of this Site is at your sole risk.

The content of the Site has been compiled from a variety of sources and is subject to change without notice.

To the extent permitted by law, we hereby expressly exclude all liability (howsoever arising) in connection with any loss, damage and/or expense arising out of or in connection with use of the Site. In particular and without limitation to the generality of the above, we shall not be liable for any loss or damage to computer equipment, software or data; any financial loss; indirect, special or consequential loss or damage.

## **WARRANTY**

Notwithstanding anything to the contrary in these Terms and Conditions, all Products supplied by us are warranted to be of satisfactory quality and reasonably fit for purpose free from defects in workmanship or materials for a period as shown on the Site. This warranty does not affect your statutory rights as a consumer.

This warranty is only valid with proof of purchase from Uniqlo and does not apply to any defect in the Products arising from fair wear and tear, willful damage, accident, negligence by you or any third party, use otherwise than in accordance with our instructions, or any alteration or repair carried out without our approval.



Your legal rights for lack of conformity of products under the Danish Sale of Goods Act are not affected by this warranty.

### **LIMITATION OF LIABILITY**

We will not be liable to you if we are prevented or delayed from complying with our obligations under these Terms and Conditions by anything you (or anyone acting on your behalf) does or fails to do or due to events which are beyond our reasonable control.

Notwithstanding anything to the contrary in these Terms and Conditions, our liability for losses you suffer arising under or in connection with our breach of these Terms and Conditions (whether in contract, tort or otherwise) is limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaching this agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

We only supply the Products for domestic and private use. You agree not to use Products and the Site for any commercial, business or re-sale purposes, and we have no liability to you for any wasted management time or lost profits, business, revenue, goodwill, or anticipated savings, or for any loss of, or damage to, data.

Please note that you have certain rights as a consumer, including legal rights relating to faulty or incorrectly described products. Nothing in these Terms and Conditions will affect these legal rights and, in particular, Uniqlo will perform its obligations under these Terms with reasonable care and skill.

Notwithstanding anything to the contrary in these Terms and Conditions, this provision does not include or limit in any way our liability:

- For death or personal injury caused by our negligence;
- Under section 2(3) of the Consumer Protection Act 1987;
- For fraud or fraudulent misrepresentation; or
- For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

### **FORCE MAJEURE**

We will not be responsible for the performance of any obligations under these Terms and Conditions in the case of an event outside of our reasonable control (force majeure), including (but not limited to) strikes, lockouts, failures of third party systems or networks, acts of god, fire, earthquake, storm, flood or other natural disaster, civil unrest, acts of terrorism, deliberate sabotage of or malicious damage to equipment or data or for damage to or destruction of premises or equipment, regulations or governmental policies and shortages of supplies and services (a "Force Majeure Event").

Our performance under our 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 reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which the obligations under our contract may be performed despite the Force Majeure Event.

## **GENERAL**

All notices that we need to give to you under these Terms and Conditions will be sent by us to your registered email address. When you visit the Site or send emails to us you are communicating with us electronically. We may communicate with you by email or by posting notices on the Site. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

All notices given by you to us must be done so by visiting our [Contact Us](#) page. Please be aware that all our emails are conducted in English. 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 above. Notice will be deemed received and properly served immediately when posted on our Site, the next working day after an email 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 email that such email was sent to the specified e-mail address of the addressee.

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

These Terms and Conditions (together with the Privacy Policy and Returns Policy) set out the entire agreement between us in respect of use of the Site and the sale, purchase, delivery and use of the Products. They supersede any previous agreement or understanding in relation to the subject matter hereof. No variation of these terms is binding on us unless agreed by us in writing.

By accepting of these Terms and Conditions and your continued use of this Site, you acknowledge that you have read and understood these Terms and Conditions and you agree to act in accordance with, and be bound by them. These Terms and Conditions shall not be altered or modified in any way without the prior written consent of us.

If you are acting as an agent for a principal (including on behalf of your employer), you and the principal, jointly and severally, assume all of your obligations set out in their Terms and Conditions.

Save to the extent that you exercise your right as a consumer to bring an action in or rely on the laws of your country of domicile, the interpretation, construction, effect and enforceability of these Terms and Conditions shall be governed by English Law, and you and we agree to submit to the non-exclusive jurisdiction of English courts for the determination of disputes.

### **CONSUMER DISPUTE RESOLUTION**

If you have a complaint about a product, our website or anything else, please get in touch with our customer service team by visiting our [Contact Us](#) page.

In the unlikely event that we are unable to resolve a complaint with you directly, you have the right to bring a complaint before the following Danish alternative dispute resolution entity:

Nævnenes Hus, Center for klageløsning

Toldboden 2

8800 Viborg

<https://naevneneshus.dk/>

You may also submit a complaint for online resolution to the European Commission Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr>.

To the extent to the applicable law, we may not be required and/or willing to participate in an alternative consumer dispute resolution by a consumer arbitration body. We constantly strive to solve potential disputes with our customers on our own.

### **CHANGES TO THESE TERMS**

Uniqlo reserves the right, at its sole discretion, to change, modify, add or delete any part of these Terms at any time without further notice to you. Any changes to the Terms will be posted on the Website by Uniqlo and the date at the top of these Terms will be amended to show when these Terms were last revised.

Uniqlo recommends that you revisit these Terms regularly to keep informed of the current Terms that apply to your use of the Website and the delivery of your products. Your continued access and use of the Website after any changes or updates constitutes your acceptance of the new Terms. It is your responsibility to regularly check the Website and determine if there have been any changes to these Terms.

Please note that these Terms do not affect your legal rights as a consumer. For more information on your legal rights, contact your local trading standards office or equivalent consumer advice body.

**QUESTIONS AND ENQUIRIES RELATED TO THIS POLICY SHOULD BE DIRECTED TO:**

**UNIQLO EUROPE**  
1 Kingsway – 6th  
floor London WC2B  
6AN (UK)

E- mail: [contactus@ml.uniqlo.eu](mailto:contactus@ml.uniqlo.eu)

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Last Updated – March 2019