

TERMS AND CONDITIONS

This website is operated by Nikken UK Limited (referred to as “Nikken/we/our/us”). As user of this website (referred to as “you/your”) you acknowledge that any use of this website including any transactions you make (“use/using”) is subject to our terms and conditions below which includes any other important sections (e.g. Cookie Policy, Privacy Statement).

1 General

- 1.1 We reserve the right to change at any time, these terms and conditions, the site layout and its contents. We may remove the website with or without prior notification.

Nikken UK Limited endeavours to ensure that the information contained in this website is correct but does not accept liability for any error or omission. The development of Nikken products is continuous and published information may not be up to date. Any such changes will take effect when posted on the website and you are therefore advised to check the current position on each occasion you use this website, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

- 1.2 Your continued or future access to this website is confirmation that you understand and accept these terms.

2 Licence for website access

- 2.1 Nikken UK Limited grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Nikken UK Limited. This licence does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.
- 2.2 This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.
- 2.3 You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not Nikken, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the website for fraudulent purposes, or in connection with a criminal offence or other unlawful activity. Any unauthorised and/or unlawful use terminates the permission or license granted by Nikken UK Limited.

3 Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. These data will be treated according to our Data Protection Policy. Nikken has the right to block access to this site if we have reason to believe that these data are incorrect, or if in our opinion you have failed to comply with any of the provisions of these terms.

4 Privacy

Please review our Privacy Statement, which also governs your visit to www.nikken.com/eu/, to understand our practices.

5 Ordering

- 5.1 Orders submitted via this website are placed in accordance with Nikken's terms and conditions current at the time the order is accepted by Nikken. The 'confirmation' stage sets out the final details of your order. Following this, we will give to you an on-screen order acknowledgement detailing the products you have ordered. Please note that this acknowledgement is not an order confirmation or order acceptance from Nikken.
- 5.2 Acceptance of your order and the completion of the contract between you and us will take place on complete payment of the products ordered unless we have notified you that we do not accept your order or you have cancelled it.

6 Delivery

- 6.1 Delivery charges are specified when you place an order. We make every effort to have the goods delivered within ten working days of order confirmation; however, delays are occasionally inevitable due to unforeseen factors and all goods and products are subject to availability. Nikken shall be under no liability for any delay or failure to deliver the products within estimated timescales. Except in cases of force majeure, after this time you can notify us to cancel your order and recover all monies paid within thirty (30) days.
- 6.2 Risk of loss and damage of products passes to you on the date when the products are delivered or on the date of first attempted delivery.
- 6.3 We take payment from your card once we have checked your card details and stock availability. Goods are subject to availability. A full refund will be given where you have already paid for goods that are no longer available.

- 6.4 The price you pay is the price displayed on this website at the time we receive your order. No other prices published by Nikken are applicable to these items. The following exception applies:

While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods 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 we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

- 6.5 Payment can be made by credit card only. Unfortunately, we cannot accept payment sent in the form of cash, bank transfer or cheques. We accept no responsibility for loss.
- 6.6 Should your credit card have insufficient credit, we reserve the right to invoice you for the costs incurred in making requests for payment.
- 6.7 Goods remain the property of Nikken UK Limited until payment has been received in full.

All prices include VAT (where applicable) at the applicable current rates at the date of order placement, but exclude delivery charges, unless expressly stated otherwise.

7. **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us at:

Nikken UK Limited
Gloucester House
399 Silbury Boulevard
Central Milton Keynes
MK9 2AH
United Kingdom
E-Mail: UKsupport@nikken.co.uk
Telephone: +44 1908 202422

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

7.1 Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

8 Copyright and database rights

8.1 All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is the property of Nikken UK Limited, other members of the Nikken Group or its content suppliers, and is protected by United Kingdom and international copyright and database right laws.

8.2 You may not systematically extract and/or re-utilise parts of the contents of the website without Nikken UK Limited's express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without Nikken UK Limited's express written consent. You also may not create and/or publish your own database that features substantial (e.g. our prices and product listings) parts of this website without Nikken UK Limited's express written consent.

9 Limitation of Liability

9.1 Whilst Nikken endeavours to ensure that all information contained in this website is correct, use of any information obtained here from is at your own risk. This website is provided on an "as is" basis without any warranties, express or implied, including but not limited to, any warranty of merchantability or fitness of this website for any particular purpose, to the fullest extent that such warranties may be excluded by law.

9.2 Nikken shall not be liable to you for any loss, damage, liability, claim or expense (whether in contract or tort) arising out of or in connection with your use of, or any difficulties you may have in accessing, the website or its content to the fullest extent to which such liability may be excluded by law. In no event shall Nikken be liable to you for any indirect, incidental, exemplary, punitive or consequential losses or damages arising out of or in relation to your use of the website or its content.

Nothing in these terms and conditions excludes or limits Nikken's liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

- 9.3 Without prejudice to the generality of the foregoing, Nikken attempt to provide a constructive interactive service but shall not be responsible for the acts, defaults, misconduct or negligence of any of our authorised users including any information or misinformation that may be transmitted by any of them on the website. We will take all reasonable precautions to keep the details of your order and payment secure, but unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.
- 9.4 Nikken shall not be liable for any defect or failure in the performance of the website for reasons beyond Nikken's control including but not limited to link failures, power difficulties, telephone outages, network overload, default or failure of a third party (including a public telecommunications operator), government actions, failure in the supply of a third party's access line or any event of force majeure.
- 9.5 No failure or omission by Nikken to carry out any of the provisions of this agreement shall give rise to any claim against us or be deemed a breach of this agreement if such failure or omission arises from any cause reasonably beyond our control and if we are unable to fulfil our obligations in such circumstances our obligations shall be suspended.
- 9.6 Notwithstanding the above, subject to Section 9.1 Nikken's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.
- 9.7 This clause 9 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

10 Miscellaneous

- 10.1 We may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.
- 10.2 We have selected our products on the basis that they will be used for domestic use only.
- 10.3 You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by Nikken.

- 10.4 Nikken reserve the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party. Other than under the terms of this clause 10.4, these terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the UK Contracts (Rights of Third Parties) Act 1999). However, no consent from the persons referred to in this clause 10.4 is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).
- 10.5 Waiver Failure or delay by Nikken to enforce any of the provisions of these terms and conditions, or failure to exercise any powers, rights or remedies shall not be construed as a waiver of such, and shall not affect the right of the company thereafter to enforce each and every provision. Any waiver must be in writing and signed by an authorised officer of Nikken.
- 10.6 These terms and conditions together with any documents expressly referred to in them shall constitute the whole agreement between you and Nikken relating to the use of this website (including the order of products) and supersede all prior representations, understandings and agreements between you and us. In the event of conflict with the contents of other documents relating to orders and delivery, these terms and conditions take precedence.
- 10.7 Governing law and jurisdiction These conditions are governed by and construed in accordance with the laws of England and Wales. The English Courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

This Nikken website is operated by:
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Central Milton Keynes
MK9 2AH
United Kingdom

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VAT number 676 0236 32

Nikken is a member of the Direct Selling Association. To back up our total commitment to consumer satisfaction, the DSA operates a dispute resolution service for any consumer who is not satisfied with Nikken's resolution to a given dispute: www.dsa.org.uk.