

NOTE: Epson Europe B.V., offers the Toner Cartridge Collection Program for Epson Laser Toner Cartridges purchased in the EMEA territory. If you have EPSON products from another region, please contact your local EPSON affiliate for support.

TERMS AND CONDITIONS OF USE

PLEASE READ THIS DOCUMENT BEFORE ACCESSING THE “[EPSON TONER CARTRIDGE COLLECTION PROGRAM] WEBSITE”. THE FOLLOWING ARE TERMS OF A LEGAL AGREEMENT BETWEEN YOU AND EPSON EUROPE B.V. (“EPSON”). BY ACCESSING, BROWSING AND/OR USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THIS WEBSITE.

1. Introduction; Epson provides the Toner Cartridge Collection Programme (hereinafter the “Program”) free of charge on this website to you on the basis of the following terms and conditions (“Terms and Conditions”). By accessing any Epson Service on this website, you agree to be bound by these Terms and Conditions. These Terms and Conditions may be updated by Epson from time to time by posting the updated Terms and Conditions without prior separate notification to you. You should check the Terms and Conditions each time you access the website in order to be aware of all updates.

2. Program; The website allows Epson Corporate Customers to register for the Program, order empty toner collection boxes, order a pickup for full boxes, and a pickup of toner collection pallets. This Program is only available in specific EMEA countries. Epson reserves the right to review and accept applications at its own discretion. Additional information about the Program can be found on the Information Brochure.

Corporate users of the website are responsible for their employees, directors, officers, and agents as users of this website, and are specifically responsible and liable for any and all damages created thereby, and for notifying Epson of the termination of said user's authorization to use this Site. Users are solely responsible for maintaining the secrecy of their password(s).

3. Placing an order; When you place an on-line order for the delivery of empty collection boxes or the pickup of full collection boxes, we will send you an e-mail to confirm that we are able to use the delivery method and the date you asked for. If we do not accept your order for any reason [bank holiday or other], we will notify you immediately on-line, or send you an e-mail with other specifications, and ask you to change your order.

4. Unsubscribing from the Program; Any user can unsubscribe from the program by clicking on “unsubscribe” at the bottom of each webpage of the website. The boxes are and will remain at all times Epson property and the User has the obligation to return back and to arrange a pick up time with Epson to collect all boxes, full or empty at the time of unsubscription.

5. Dealing with complaints; We endeavor to respond to complaints within a maximum period of five working days, although in the majority of cases we deal with complaints as soon as we receive them.

6. Copyright; The copyright in all material provided on this website is held by Epson or by the original creator of the material. Except as explicitly stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Epson or the copyright owner.

7. Disclaimer; Epson hereby excludes all conditions, warranties, representations or other terms concerning the supply or purported supply of, failure to supply or delay in supplying any service in connection with the website or that the website is accurate, complete or up-to-date, which might but for this Section have effect between Epson and you, or would otherwise be implied into or incorporated into these Terms and Conditions or any collateral contract, whether by statute, common law or otherwise. You understand and agree that you are using the website at your sole risk and that Epson does not warrant that the website will meet your requirements or that the website will be uninterrupted, error free or secure. Any content or services provided via the website or in connection with the website is done so on

an "AS IS" and on an "AS AVAILABLE" basis and EPSON makes no representations or endorsement of any kind, whether express or implied, with respect to the website for the content or services included in, or made available in connection with, this website. Epson reserves the right at its sole discretion, to amend or withdraw any content or services offered as part of the website. EPSON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY. SOME COUNTRIES DO NOT ALLOW LIMITATIONS ON WARRANTIES, SO THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

8. Liability; Epson, any other party (whether or not involved in creating, producing, maintaining or delivering this website), and any of Epson group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party, (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise in connection with this website in any way or in connection with the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or any websites linked to this website. This shall not affect your statutory rights.

Nothing in these Terms and Conditions shall exclude or limit Epson's liability for (i) death or personal injury caused by its negligence; (ii) fraud; or (iii) any liability which cannot be excluded or limited under local applicable law.

9. Personal Information; If you choose to provide personal information to Epson on any part of this Epson Website, you agree to provide EPSON with the accurate data as requested in the form. For details of our use and transfer of your personal data, please refer to this PRIVACY POLICY.

10. Third Party Companies and Products; apart from the Service provided by Kuehne+Nagel on Epson's behalf, other mentions of third party products, companies, and websites on this site is for information purposes only and constitutes neither an endorsement nor a recommendation. Epson makes no representations regarding the quality, safety or suitability of any products or other Services provided by Kuehe+Nagel and any other third party companies. All third party products must be ordered directly from the vendor and all licenses and warranties, if any, are made between you and the vendor. Links to third party web sites are provided solely as a convenience to you. Epson has no control over the contents of any other website and makes no representation whatsoever regarding the content of any other website. When you use these links, you will leave this site. Epson does not endorse or have any responsibility for the content, information, products on the site or for materials and information contained in any third party website.

11. Governing Law; These Terms and Conditions and the corresponding relationships of the parties shall be governed by and construed in accordance with the laws and the courts of the local jurisdiction where the Epson Affiliate is based.