

## **TERMS OF USE**

PLEASE READ THIS DOCUMENT BEFORE ACCESSING THE EPSON CARTRIDGE COLLECTION AND RECYCLING PROGRAM WEBSITE ("THE WEBSITE"). BY ACCESSING, BROWSING AND/OR USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO ABIDE BY THE TERMS OF USE HEREUNDER ("THE TERMS") AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT ACCEPT THE TERMS, DO NOT ENTER THIS WEBSITE. "EPSON" OR "WE" IS EPSON EUROPE B.V., ENTRADA 701, 1096 EJ AMSTERDAM, THE NETHERLANDS OR ONE OF ITS LOCAL SUBSIDIARIES AND/ OR DESIGNATED PARTNERS AND/ OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS. "YOU" IS THE USER OF THE WEBSITE.

### **1. Program**

Epson provides the Cartridge Collection and Recycling Program (hereinafter the "Program") free of charge to You. Through the Website, You may order empty toner and large format printer cartridge collection boxes and order a pickup for these boxes, once they are full. New customers and/ or heavy users may request pickup of toner and large format printer cartridge collection pallets.

### **2. Program requirements/ obligations/ conditions**

2.1 The Terms may be unilaterally changed by Epson from time to time. In such case they will be posted on the Website without prior separate notification to You. You should check the Terms each time You access the Website in order to be aware of all possible changes. The Website allows Epson customers to register for the Program.

2.2 Epson reserves the right to review, accept and/ or terminate applications/ ongoing participations at its own discretion at any time. Additional information about the Program can be found on the information brochure which you can find in the footer of all pages relating to the program specifically agreed deviations from/ additions to the Terms can only be made in writing.

2.3 You are responsible for your employees, directors, officers, and agents as users of this Website, and are specifically responsible and liable for any and all damages created thereby. Amongst others, you are responsible for notifying Epson of the termination of your authorization to use this Site. Also, You are solely responsible for maintaining the secrecy of your password(s).

2.4 This Program is only available in specific designated EMEAR countries. If You have EPSON products that originate from outside the EMEAR territory, please contact your local EPSON affiliate for customised support.

2.5 The boxes are and will remain Epson property at all time. Once the boxes are returned, Epson becomes the owner of its content.

2.6 In case Epson decides to terminate the Program, it will give one month's notice at your registered email address. Epson cannot be held liable in any way in such case.

### **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, Epson will send You an e-mail to confirm that it is possible to use the pick up/delivery method on the date You requested. If we, at our sole discretion, do not accept your order for any reason we will notify You immediately on the Website, or send You an e-mail within 24 hours. If the latter occurs, We may ask You to change your order in this email.

### **4. Unsubscribing from the Program**

You can unsubscribe at any time without giving notice from the Program by clicking the "unsubscribe" button at the bottom of each webpage of the Website. In such case, You have the obligation to return all boxes and to arrange a pick up time in order for Epson to collect those.

### **5. Dealing with complaints**

We endeavor to respond to complaints within a maximum period of five working days. Please send any complaints or suggestions to: [eccp-support@kuehn-nagel.com](mailto:eccp-support@kuehn-nagel.com)

### **6. Intellectual Property**

The copyright in all material provided on this Website, on the boxes and in the information brochure is owned or held by Epson. Except if 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.

### **7. Disclaimer**

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### **8. Liability**

Epson excludes 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 the Website/ Program in any way or in connection with the use, inability to use or the results of use of this Website/Program, 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 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. User Information**

8.1 If You choose to provide personal information to Epson on any part of the Website, You agree to provide EPSON with the accurate User Information as requested in the form. For details of our use and transfer of these data, please refer to our privacy policy on the footer of all pages relating to the program

8.2 In case of a contradiction between the Privacy Policy and the Terms, the latter will prevail.

### **10. Third Party Companies and Products**

10.1 Apart from the services related to the Program provided by Epson, other mentions of third party products, companies, and websites on the Website 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 third parties.

10.2 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.

**11. Governing Law**

These Terms 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 Epson and You execute the Program in.