Ooni Terms and Conditions

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About these terms

What these terms cover. These are the terms and conditions on which we supply our products to you.

Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide our products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

Information about us and how to contact us

Who we are. We are Ooni Limited, a company registered in England and Wales. Our company registration number is 08316049 and our registered office is at Walderslade Accounting Services, 105 Hopewell Business Centre Unit 20, Hopewell Drive, Chatham, Kent, ME5 7DX. Our place of business is at **Ooni HQ**, Bishopsgate Business Park, 189 West Main Street, Broxburn, EH52 5LH.

How to contact us. You can contact us via our support portal, or by writing to us at support@ooni.com, or by mail to our business office at **Ooni HQ**, Bishopsgate Business Park, 189 West Main Street, Broxburn, EH52 5LH.

How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

Our contract with you

How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the product.

Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

Images

All images on ooni.com are subject to copyright.

Our products

Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

Product packaging may vary. The packaging of the product may vary from that shown in any images on our website.

Your rights to make changes

Contact us to request a change to your order. If you wish to make a change to your order please contact us. We will let you know if the change is possible.

If the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

If we are unable to make the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see the section below – <u>Your rights to end the contract</u>).

Our rights to make changes

Minor changes to the products. We may change the product:

- to reflect changes in relevant laws and regulatory requirements; and
- to implement minor technical adjustments and improvements we are constantly striving to improve our products. These changes will not affect your use of the product.

Providing the products

Delivery costs. The costs of delivery will be as displayed to you on our website.

When we will provide the products. During the order process we will let you know when we will provide the products to you.

We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

If you are not at home when your product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot. Alternatively, parcels can be left on a doorstep or a safe place, or with a neighbour.

If you do not re-arrange delivery. If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and the section *Our rights to end the contract* will apply.

Your legal rights if we deliver your products late. You have legal rights if we deliver any products late, outwith a reasonable timeframe. If we miss the delivery deadline, then you may treat the contract as at an end, however any goods subsequently delivered (due to being in transit) must be returned to us in unopened and undamaged condition.

Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery, you can cancel your order. If you wish, you can reject or cancel the order for some of the products (not all of them), unless splitting them up would significantly reduce their value. We will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must post them back to us. We will pay the costs of postage. Please email us at support@ooni.com for a return label.

When you become responsible for your products. A product will be your responsibility from the time we deliver it to the address you gave us.

When you own goods. You own your product once we have received payment in full.

Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements;
- make changes to your order as requested by you (see <u>Your rights to make changes</u>).

Your rights if we suspend the supply of our products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, and we will refund any sums you have paid in advance for the product.

Your rights to end the contract

You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back), see If there is as problem with the product;
- If you want to end the contract because of something we have done or have told you we are going to do, see Ending the contract because of something we have done or are going to do;
- If you have just changed your mind about the product, see <u>How long do I have to change my mind</u>. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of returning the product(s);

• In all other cases (if we are not at fault and there is no right to change your mind), see <u>Ending the contract where</u> we are not at fault and there is no right to change your mind.

Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- there is a risk that supply of the products may be significantly delayed because of events outside our control;
- we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons; or
- you have a legal right to end the contract because of something we have done wrong (including because we have delivered late) (see <u>Your legal rights if we deliver your products late</u>).

How long do I have to change my mind. You have 30 days after the day you (or someone you nominate) receives the product, or if earlier, until you start using the product. You do not have the right to change your mind once you make use of the product. To initiate a return, please email us on [support@ooni.com] with your order number.

Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see <u>How long do I have to change my mind</u>), you can still end the contract before it is completed (i.e. before we deliver the product), but you may have to pay us compensation. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

How to end the contract with us (including if you have changed your mind)

Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- **By email**. Email us at support@ooni.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- Online. If you have signed up to our support portal online, you can let us know via the portal.
- By post. Write to us at our business office address at Ooni HQ, Bishopsgate Business Park, 189 West Main Street,
 Broxburn, EH52 5LH, including details of what you bought, when you ordered or received it and your name and
 address.

Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us in unopened condition. Please email us at support@ooni.com for a return label and return address. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

When we will pay the costs of return. We will pay the costs of return:

- if the products are faulty or misdescribed;
- if you are ending the contract because we have told you of an error in pricing or description, a delay in delivery due

to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

How we will refund you. We will refund you the price you paid for the products including applicable delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the
 products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we
 refund you the price paid before we are able to inspect the products and later discover you have handled them in
 an unacceptable way, you must pay us an appropriate amount.
- The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we
 offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product
 delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper
 delivery option.

When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from 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. For information about how to return a product to us, see <u>Returning products after ending the contract</u>.

Our rights to end the contract

We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your delivery address;
- you do not, within a reasonable time, allow us to deliver the products to you.

Our rights to compensation. You must compensate us if you break the contract. If we end the contract in the situations set out in the section above (*We may end the contract if you break it*) we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

We may withdraw the product. We may write to you to let you know that we are going to stop providing the product or service. We will refund any sums you have paid in advance for products or services which will not be provided.

If there is a problem with the product

We are under a legal duty to supply products and services that are in conformity with this contract.

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can write to us at support@ooni.com or at Ooni HQ, Bishopsgate Business Park, 189 West Main Street, Broxburn, EH52 5LH.

Your obligation to return rejected products if there is a problem. If you wish to exercise your legal rights to reject products you must post them back to us. We will pay the costs of postage. Please email us at support@ooni.com for a return label.

Price and payment

Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see What happens if we got the price wrong for what happens if we discover an error in the price of the product you order.

We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

When you must pay and how you must pay. We accept payment by most credit and debit cards, and through Apple Pay and PayPal. You must pay for the products at the time of your order. We will not charge your credit or debit card until we accept your order.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of your legal rights in relation to the products, including the right to receive products which are of satisfactory quality and fit for purpose.

We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

How we will use your personal information. We will use the personal information you provide to us:

- to supply the products to you;
- to process your payment for the products; and
- if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

We will only give your personal information to third parties where the law either requires or allows us to do so.

Other important terms

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you do not make payment and we provide the products, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scotlish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Website Terms & Conditions

Terms of Website Use. This page (together with the documents referred to on it) tells you the general terms of use (**terms**) on which you may make use of our website at www.uuni.net and our related sites (**our site**).

Please read these terms carefully before you start to use our site. By using our site, you indicate that you accept these terms and that you agree to abide by them. If you do not agree to these terms, then please don't use our site.

Information about us. Our site is operated by Uuni Limited ("we/us/our"). We are a company incorporated in England (registered number 08316049) with registered office at 105 Hopewell Business Centre Unit 20, Hopewell Drive, Chatham, Kent ME5 7DX.

There may be other terms that apply. These terms apply to your use of our site. If you purchase goods from our site, our terms and conditions of supply will apply to your purchase and will be made available to you prior to formation of that contract.

Accessing our site. Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend any service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

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

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party

without our permission. 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.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

Intellectual property rights. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text without first seeking our permission to do so.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Our site changes regularly. We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our liability. Whilst we endeavour to ensure that the material displayed on our site is correct, it is provided without any guarantees, conditions or warranties as to its accuracy and we shall accept no responsibility for any errors, omissions or misleading statements on our site, or for any loss which may arise from any reliance placed on materials contained on this site by any visitor to our site, or by anyone who may be informed of any of its contents.

Nothing in these terms seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation. However beyond that we exclude, to the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied.

We will not be responsible for any loss of business, loss of profit, loss or corruption of data or for any indirect or consequential loss relating to or arising from your use of our site.

Information about you and your visits to our site. Any personal information we obtain from visitors using our site will be processed in accordance with our Privacy Policy. Please read our policy carefully to understand our views and practices regarding your personal data and how we will treat it. If you have any questions or concerns about our <u>Privacy Policy</u>, please get in touch at [support@uuni.net].

Viruses, hacking and other offences. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Linking to our site. You may link to our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you unless this is in relation to a forum or blog site or other website where such linking is permitted.

Our site must not be framed on any other site, unless it is made clear that you are linking to our site. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to [support@uuni.net].

Links from our site. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Applicable law. These terms shall be governed by the laws of England. If either party requires to raise court proceedings in relation to any dispute relating to these terms or your use of our site then these proceedings must be raised in England.

Variations. We may revise these terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes, as they are binding on you. Some of the provisions contained in these terms may also be superseded by provisions or notices published elsewhere on our site.

Your concerns. If you have any concerns about material which appears on our site, please contact support@ooni.com.