

TERMS AND CONDITIONS

Terms and conditions for orders placed by telephone or via the Farell website

For further information, please contact our Client Service team on: +34 936 887 639 (local rate)

Preliminaries

These are the terms and conditions of sale ("Conditions") of Farell Design, S.L.U. These terms will apply to all purchases of Goods in the United Kingdom when you order via our website www.farelldesign.com (our "Website") or by telephone using our Client Service team. Please read this document carefully before placing your order. By placing an order by telephone through our Client Service team, you confirm your unconditional acceptance of these Conditions. By accepting the Terms and Conditions when confirming your order, you confirm your unconditional acceptance of these Conditions. Please note that: We may change these Conditions from time to time. The latest version of these Conditions is available on our Website. These Conditions can be saved electronically or printed by all users of our Website. Whilst they remain posted on our Website, these Conditions will apply to all transactions carried out via our Website and by telephone.

1. Scope

1.1.1 "Party" means either you or us; "Parties" means you and us;

1.1.2 "Personalised Goods" means any Goods that are made to order for you further to your specific requests and instructions including but not limited to personalised Goods ordered through our "Farell Custom" service.

1.2 The contract for supply of Goods ("Contract") will be formed when we accept your order. Acceptance of an order by us can only be made in Writing. Once the Contract has been formed with you we will file it in paper copy for our records. All orders are subject to availability.

1.3 Orders may only be placed by Customers aged 18 and over.

1.4 In deciding whether to accept your order we may carry out a credit check and then will only accept your order if we are satisfied with the results of such a check. You confirm that you agree to us carrying out such a check.

1.5 These Conditions may only be changed in a document signed by one of our directors.

1.6 These Conditions and any matters referred to on our receipt form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.7 Any omission or error in any sales literature, or in any advertisement whether in newspapers, magazines, on the Internet or otherwise or in any invoice or other document issued by us may be corrected by us without liability.

1.8 By accepting the Contract you confirm that you are a Customer in the United Kingdom.

1.9 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under this Contract.

1.10 These Conditions comply in all respects with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Electronic Commerce (EC Directive) Regulations 2002.

1.11 Clause headings are for convenience only and do not affect the interpretation of these Conditions. Words in the singular include the plural and vice versa.

2. Identification of the offeror

Farell (referred to in these terms as "we" or "us").

3. Information relating to Goods

Information on the range of Goods sold via our telephone order service or via our Website is available, with product references, in all Farell stores and on our Website. All orders are subject to availability.

4. Orders

4.1 Orders by telephone:

Orders can be placed in English with our Client Service team by calling tel. no. +34 936 887 639 (local rate), Monday to Thursday from 9.00 am to 7 pm and Friday from 9.00 am to 15 pm, excluding public holidays.

4.2 Orders via our Website:

4.2.1 Orders can be placed through our Website. You will be responsible for paying any costs of connection to our Website.

4.2.2 Whilst we try to ensure that our Website is reliable and available at all times, the Internet is not an inherently stable medium, and errors, omissions, interruptions of service and delays may occur at any time. We do not give any warranty for the accuracy, suitability, reliability, completeness, performance, fitness, freedom from viruses or timeliness of the content or services contained on our Website.

4.2.3 We will not be liable for any damages (including without limitation loss of profit or loss of use) arising out of your use or delay or inability to use our Website, its content or any link to another website arising in contract, tort (including negligence) or otherwise, except in the case of death or personal injury caused by our negligence.

4.2.4 When placing an order for the first time, you will be required to open an account with us and complete certain required fields on an order form. All steps necessary for placing an order are detailed on our Website.

4.2.5 In the event prolonged inactivity causes your connection to our Website to fail, your selection of Goods may be lost. In such case, you will be required to re-enter your selection.

4.2.6. When using our personalisation services ("Farell Custom"), any designs created by you will only be retained while your web session is in progress. If you log out before completing an order, you will be required to recreate your designs when you next log in.

4.2.7 Before you submit your order, you will be given the opportunity to review your selection, check the total price of your order and correct any input errors. All information on our Website is an invitation to treat only and is not an offer or unilateral contract. Your order represents an offer by you to purchase the Goods. We will acknowledge receipt of your order without delay by sending a confirmation email. Please note however that such confirmation email does not constitute acceptance of your order.

4.2.8. The sale will only be binding on us once we have notified you that the order is accepted and the Goods will then be dispatched by us. This means that if Goods are shown on our Website but are not available or are incorrectly priced or otherwise incorrectly described, we shall not be obliged to sell you such Goods.

4.2.9 Always it is charged in advance the total order price of goods and always before their manufacture and prepared to be sent.

4.2.10. In the case of Personalised Goods only, you will be charged once you have submitted your order and it has been received by us previous confirmation. We will inform you by email once the Personalised Goods have been dispatched.

5. Price

5.1 The price of the Goods you order will be notified to you by telephone before you place your order or shown on the Website before you confirm your order. All prices are in pounds sterling (£) and inclusive of VAT and (except where otherwise stated on our Website or notified to you by telephone) inclusive of delivery costs.

5.2 If an error is found in the price of Goods you have ordered, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel the Contract, we will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the Goods including any delivery costs paid.

6. Payment

6.1 You must pay for the Goods prior to their dispatch to you by credit card, PayPal or bank transfer (provided that the paying bank account is held by you and you are domiciled in the United Kingdom), or other payment methods as they become available from time to time by notice on our Website. Payment must be in pounds sterling (£). In case of a payment by bank transfer, we will send you Farell's bank details by email. The following credit cards are accepted: Visa, MasterCard and American Express.

6.2 Your credit card will be debited at the time the order is confirmed on the check-out page, except in relation to "Farell Custom" Personalised Goods, in which case your credit card will be debited at the time that your order is received by us and revised and it's necessary previously for

you to select banc transfer payment on this web check-out page in order to receive your order information. You must confirm to us the name which appears on the credit card to be debited, give the card number and the expiry date as shown on the front of the card, as well as the security code on the reverse of the credit card. We undertake to keep this information strictly confidential.

6.3 In order to counter Internet fraud, payments through our Website will be managed on-line with the banking organisations concerned through the facilities offered by Cybersource Corporation, a third party based in the USA. This company will be responsible for holding and automated handling in a secure environment the information relating to each order, including bankcard details.

We have also contracted with Cybersource Corporation to put in place a screening system to deter credit card fraud. As a result, your personal data (including name, email address, delivery details, telephone number, details of the order placed, credit card details) will be disclosed and used by Cybersource Corporation exclusively for the purposes of providing fraud screening services to us and to its own customers.

We reserve the right to put in place additional/other payment security system(s) from time to time.

6.4 To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these Conditions, you consent to such checks being made. In performing these checks, personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

6.5 In the event that the sum due from you cannot be debited for whatever reason (including, without limitation, stopped payment, refusal by the issuer of the card), the sale will be cancelled immediately and you will be notified in Writing.

7. Delivery

7.1 Once payment has been confirmed, the Goods you order will be delivered in accordance with the delivery method you opted for to the address which you give to us when you place your order.

7.2 If there is no one at the address given who is competent to accept delivery of the Goods, you will be asked to contact our Client Service in order to arrange an alternative delivery date to collect the Goods.

7.3 In the case of a gift, you may arrange for Goods to be delivered to a third party of your choice, provided always that the delivery address satisfies the requirements of condition 7.1 above.

7.4 No delivery will take place unless payment for the Goods has been received. We will endeavour to deliver by the date or time agreed however, subject to condition 4.2.4 above, we will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery. Save as set out in condition 7.5 below, we will, in any event, deliver the Goods no later than 30 days after the day on which the Contract is entered into.

7.5 "Farell Custom" Personalised Goods will be delivered within mutually agreed weeks from the date payment is received in cleared funds and "Exclusive Technical Cases" Personalised Goods will be delivered within mutually agreed weeks from the date payment is received in cleared funds.

7.6 Please note that all packages containing Goods to be delivered to you will be weighed by us prior to their dispatch.

7.7 Ownership of the Goods and the risk for damage to the Goods passes to you upon delivery which will be completed once we have delivered the Goods to the address you gave us.

7.8 If, at the time of delivery, the packaging is damaged, please open the package in the presence of the carrier in order to verify the condition of the Goods. In the event of damage to the Goods, you should note the details on the delivery note and contact the Client Service team (see condition 11 below).

7.9 If we miss the 30 day delivery deadline for any Goods then you may cancel your order straight away if any of the following apply:

(a) We have refused to deliver the Goods;

(b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

(c) you told us before we accepted your order that delivery within the delivery deadline was essential.

7.10 If you do not wish to cancel your order straight away, or do not have the right to do so under Condition 7.9 you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.

7.11 If you do choose to cancel your order for late delivery under conditions 7.9 or

7.10 you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your order we will refund any sums you have paid to us for the cancelled Goods and their delivery.

7.12 - If you choose to collect your order from one of our partner stores or representatives stores, your order will be kept in-store for 15 days after which period the order will be sent back and you will be automatically refunded.

7.13 - In order to ensure that your items are collected by you or someone authorised by you, you will be requested to show your order delivery confirmation e-mail, your photo ID and your payment card. If you authorise someone to collect your order on your behalf, please make sure that they bring the delivery confirmation e-mail, your ID card, their own ID card, your payment card and a letter of authorisation signed by you.

We will make copies of all photo IDs which will be treated securely and strictly in accordance with the Data Protection Act 1998. If you do not wish to adhere to these procedures, you may not be able to collect your items.

8. Our liability to you

8.1 If we fail to comply with these Conditions we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Conditions or our negligence. We will not be liable to you by way of representation (unless fraudulent), tort (including negligence), common law duty or under any express or implied term of the Contract for:

8.1.1 any losses or damage which are not reasonably foreseeable by both Parties when the Contract is formed arising in connection with the supply of the Goods and related services or their use by you; or

8.1.2 loss of profit, loss of business, business interruption, or loss of business opportunity.

8.2 We do not exclude or limit in any way our liability for:

(a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

(d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

8.3 We shall repair or replace (and shall reimburse any delivery costs), free of charge (including costs of re-delivery) any Goods damaged or lost in transit where delivery has been made by our carrier, provided that:

8.3.1 you give us written notification of such damage or loss within 24 hours of the delivery date in the case of damage and within 24 hours of the anticipated delivery date notified to you at the time you placed your order in the case of loss, in order that we may comply with our carrier's conditions of carriage;

8.3.2 you produce to us any receipt or other documents relating to the Goods in question together with (in the case of a claim for damage) the original packaging for the Goods.

9. Your right of cancellation

9.1. Except in the case of Personalised Goods, you have the right to cancel the Contract at any time and for any reason up to the end of fourteen calendar days after you receive the Goods. Your right to cancel will expire after this 14 day period.

9.2. To exercise your right of cancellation before the Goods have been delivered to you, you must give notice to us by hand or post to Farell Client Service team, 75-77 1^a planta, Avinguda Cerdanyola, 08179 SANT CUGAT DEL VALLÈS, BARCELONA, or by calling our Client Service Team on: +34 936 887 639 or by sending us an email using our EMAIL US contact form in the CLIENT SERVICE or CONTACT section, giving details of the Goods ordered and (where appropriate) their delivery (you may choose to use the model cancellation form set out at Condition 9.8 below). We will fully refund or re-credit you (excluding the cost of Express or Premium delivery) not later than 14 days after the day on which we have received notice from you about your decision to cancel the order.

9.3. If you exercise your right of cancellation after the Goods have been delivered to you, you must give notice to us in the same way as set out in condition 9.2 above. You will be responsible for returning the Goods in their original packaging, complete with all related accessories, instruction booklets, labels, protective covers and boxes, together with the duly completed Return Voucher and the original invoice. To return the Goods, we will provide a complimentary collection service, whereby we will collect the item(s) you wish to return from your preferred address. To do so, you must call our Client Service team who will arrange the date and time for collecting your item(s). We will refund or re-credit you (excluding the cost of Express or Premium delivery) not later than 14 days after the day on which we have received notice from you about your decision to cancel the Contract.

In all cases, reimbursement of the Goods will be in accordance with the payment method used to make the order; to the same credit card or bank account used for the payment.

9.4. If you do not permit collection of the Goods as required under these Conditions within a reasonable time after notifying us of your decision to cancel the Contract, we may charge you a sum not exceeding the direct cost of recovering those Goods.

9.5. Please be aware that you may be liable for any diminished value of the Goods resulting from handling of the Goods other than what is necessary to establish the nature, characteristics and functioning of the Goods.

9.6. When using our Gift Service, the right to cancel the Contract under this condition can only be exercised by you and cannot in any circumstances be exercised by the recipient of the gift.

9.7 In cancelling your order for the Goods, you may use the model cancellation form below, but it is not obligatory. If you communicate your cancellation electronically (by emailing the completed model cancellation form or otherwise) we will communicate to you an acknowledgement of receipt of such cancellation on a durable medium (e.g. by e-mail) without delay.

To Farell Design S.L.U., 75-77 1ª planta, Avinguda Cerdanyola, 08179 SANT CUGAT DEL VALLÈS, BARCELONA, or by sending us an email using our EMAIL US contact form in the CLIENT SERVICE or CONTACT section.

(Please delete as appropriate) I/We hereby give notice that I/We cancel my/our contract of sale of the following goods [insert goods], which were ordered on [insert date]/received on [insert date].

Name of consumer:

Address of consumer:

Date:

10. Exchange of Goods

10.1 When you buy goods from any retailer, the goods must be of satisfactory quality; fit for their purpose; and as described.

If they do not meet these standards, you will be able to claim a refund or replacement or repair and/or compensation from the retailer. If there is a problem with your Goods, please let us know by contacting us using the details in condition 11 below.

10.2 In addition to your legal rights, and your rights to cancel as set out above, we operate an exchange policy for our customers in respect of items delivered (other than Personalised Goods), subject to the following conditions:

Within 30 days following the date of delivery, you may choose to:

10.2.1 Exchange the items in question, in their original packaging, complete with any related accessories or instruction booklets, labels, protective covers and boxes, together with the original invoice and the Return Voucher, by way of our complementary collection service as detailed above in Condition 9.3. No new delivery can take place until we have received the returned goods from you.

10.2.2 You can also exchange your products within our stores in the United Kingdom partner or representatives stores and abroad (with the exception of Brazil, China, Columbia, India, Jordan, Kazakhstan, Lebanon, Mexico, Mongolia, Dominican Republic, Russia, Thailand and Vietnam). Special regulations apply in Korea and Taiwan. Please note that, in order for a store to accept a product for exchange, the store should have this product category in its offer.

No exchange will be offered for Goods that are returned by the Customer incomplete, damaged or soiled. You must take reasonable care of the Goods if you wish to exchange them.

10.3 In the event that Goods are exchanged, the initial sale will be cancelled. The new transaction payment will be set off against the amount of the preceding sale. Any credit balance will be either re-credited directly to your bank account or a credit card or a credit note will be issued to you. Any additional payment will be debited directly from your credit card.

10.4 In the event that Goods are exchanged by post, the new sale will be subject to these Conditions.

10.5 Please note that you will not be permitted to exchange Goods which you have received as a result of the completion of a prior exchange.

11. Further information

For further information relating to these Conditions, or the Goods themselves, or to voice a complaint, you should contact our Client Service team on: +34 936 887 639 or send us an email using our EMAIL US contact form in the CLIENT SERVICE OR CONTACT or CONTACT section.

12. Intellectual property rights

The "Farell" trade mark as well as all trade-marks, whether they are figurative or not, and all other marks, illustrations, images, and logos which appear on our products, accessories or packaging, whether registered or not, are and remain the exclusive property of Farell, a company incorporated in Spain. Any reproduction, whether complete or partial, modification or use of these marks, illustrations, images and logos, for whatever reason and in whatever medium, without our written, express and prior agreement, is strictly prohibited, as in any combination or use in conjunction with any other mark, symbol, logo and more generally any distinctive sign intended to form a composite logo.

13. Delay or failure to perform

We shall not be liable to you if we are prevented or delayed in the performance of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation): an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure of our supplier(s); failure by you to give us a correct delivery address or notify us of any change of address.

We will inform you of any such unforeseen event or of force majeure within seven days of its occurrence, and will arrange a new delivery date with you once the relevant event is over. Should this interruption continue beyond a period of two weeks, you will be entitled to cancel the order. To cancel further to this Condition 13, please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

14. Use of your information

The holding and using of personal information provided to Farell Design S.L.U. or any other company of the Farell group is governed by the Legal Notice posted on the Website. Please read this Legal Notice to understand how we use and protect the information that you provide to us. By placing an order on the Website, you consent to the collection, use and transfer of your information under the terms of the Legal Notice.

All comments, queries or requests relating to our use of your information are welcome and should be sent to us by email using our EMAIL US contact form in the CLIENT SERVICE or CONTACT section.

15. Governing Law

The Contract and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Spanish law.

The Parties irrevocably agree that the courts of Spain shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract its subject matter or formation (including non-contractual disputes or claims).