

Samsung Service Terms & Conditions

1. DEFINITIONS

When the following words with capital letters are used in these Terms, this is what they will mean:

Order: your order for the Services as set out overleaf;
Services: the repair services that we are providing to you as set out in the Order;
Terms: the terms and conditions set out in this document; and
We/our/us: Samsung Electronics (UK) Limited, a company registered in England and Wales under number 03086621 whose registered office is at Samsung House, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS.

2. OUR CONTRACT WITH YOU

- a. These are the terms and conditions on which we supply Services to you.
- b. Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign the Order. These Terms will become binding on you and us when you sign the Order.
- c. If any of these Terms conflict with any term of the Order, the Order will take priority.

3. PROVIDING SERVICES

- a. We will supply the Services to you from the date set out in the Order until the estimated completion date set out in the Order.
- b. Any timeframes given for the completion of the Services are estimates only and although we will do our best to adhere to such estimated timeframes, we will not be liable for any delays in the completion of the Services.
- c. In some instances, the Services may be carried out by one of our repair partners. If this is necessary, we will notify you of this, and all communications regarding the Services (provided the Services relate to in-warranty repairs).

4. OUR LIABILITY TO YOU

- a. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- b. We shall not be liable where we are unable (using reasonable effort) to provide the Services as a result of any event outside our reasonable control.
- c. We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- d. We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, fraud or fraudulent misrepresentation or for any other form of liability which cannot lawfully be excluded or limited.

5. DATA PROTECTION

- a. We will use the personal information you provide to us to provide the Services to you. This personal information may be disclosed to other companies in the Samsung group and to Samsung's contractors/agents in order to provide you with the Services.
- b. When you contact us, we may ask for this personal information to be able to check your identity and we may make a note of this contact if it is relevant to your record.

- c. We may use information we hold about you to contact you for a satisfaction survey about our provision of the Services to you. If you do not wish to be contacted for this survey, please let us know, either at the time you submit your Order, or (if at a later date) by calling [0330 7267864] or contacting us via our website [www.samsung.com/uk/support] to tell us of your preference.
- d. For further information about how we use your personal information, please visit;
<http://www.samsung.com/uk/info/privacy.html>.

6. YOUR WARRANTY

- a. We may refuse to provide you with the Services (or may charge you for the Services providing that we have first notified you of this) if you have breached the terms of the warranty card that came with your product. The following is a non-exclusive list of issues that may lead you to be in breach of your warranty:
(i) Unauthorized repairs or modification done (software or hardware); (ii) IMEI/ESN numbers on the label not matching the product; (iii) Damage caused by accidents, abuse, misuse, or by water, fire and improper ventilation; (iv) Warranty seal label missing or damaged; (v) a product not originating from the EEA or Switzerland.
Should any of the above not be discovered until part way through the support process, the support will stop, your product will be returned unrepaid and the aforementioned charge for the Services may be applicable.
- b. When submitting your product for repair, we ask that you supply the original purchase receipt so we can check the dates during which your warranty will be valid. If you do not have this receipt, we may still be able to check your product is within warranty by using the manufacturing date. However, as the manufacturing date will be prior to the date of purchase, this will result in a shorter warranty term.

7. ACCESSORIES AND DATA

- a. Where your product contains a SIM card, memory card, cases and screen protectors or other accessories, you should remove any such accessories prior to our provision of the Services. We cannot be held liable for any damage or loss to such accessories that you have failed to remove from your product.
- b. By signing the Order, you confirm that you have backed up any important data stored on your product prior to the commencement of the Services and we cannot accept any responsibility for such loss. You acknowledge that we may have to reset the manufacturer's factory/default settings for your product in order to carry out the Services. This process might delete any data, personal information or settings held on your product.

8. COLLECTION OF YOUR DEVICE

- a. Please provide a copy of your Order or Photographic ID when collecting your product. If you fail to do so, we may be unable to return the device to you. Please ensure that you check your product carefully at the time of collection. Defective and/or faulty parts or components which have been replaced during the repair will not be returned to you.
- b. Once your product is available to collect, we will notify you of this by text and our online repair tracker on our website [www.samsung.com/uk/support]. The product must be collected within 90 days from the date of our notifying you that it is available for collection. If the product is not collected within this period, we shall be entitled to dispose of your product (at our discretion).