

## IKAWA LTD ('IKAWA') TERMS & CONDITIONS OF SALE

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### **B2C (Online or other sales to consumers)**

#### **1. General**

Thank you for your purchase from IKAWA. There are some particular Terms and Conditions that apply to the transaction between you and us.

Please read these Terms and Conditions ('T&C') carefully before ordering our products and also we refer you to our Privacy Policy and Terms of Use which also apply.

By using our website to place any order from us, you signify your agreement to be bound by these T&C. You will be asked to give your express agreement to these T&C before you place an order on our website. You cannot place an order if you do not agree.

Please note that we manufacture certain Goods which we sell but may not have manufactured all products for sale on our website. If we do offer products which we have not manufactured whose photograph or description appear on our website these may differ from the actual products as regards colour, shape packaging or size and in such case, you will be notified accordingly. We aim to ensure all information on our website is correct but this is provided to you for information purposes only. We reserve the right to make substitutions and modifications to the specifications of the Goods provided that this does not materially affect their performance.

IKAWA reserves the right, at its sole discretion, to make any changes to our website, policies, and to add or remove portions of these T&C at any time. The T&C which you accept to be bound by shall be the most recent version at the time of your order unless any change to those T&C is required to be made by Law or government authority, in which case this will be applied to you. Every time the T&C are updated we shall date them and a notice posted to our website. It is your responsibility to check for notices of changes to these Terms & Conditions periodically.

If any of these Conditions is deemed to be invalid or void or unenforceable for any reason, that condition will be deemed severable and not affect the validity and enforceability of any remaining condition.

It is your responsibility to ensure that you have read and understood the T&C as once your order is

placed you will be deemed to have accepted them without reserve.

These T&C together with all our policies available on our website shall constitute our entire agreement with you in relation to the sale and purchase of our products and shall supersede all previous agreements between us in relation to the sale and purchase of our products.

This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015.

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#### **2. Definitions**

'**Contract**' means the contract between you and us for the supply of Goods which arises from your order and our acceptance of your order.

'**We/us/our/Seller**' means IKAWA Ltd.

Our corporate details are:

Company name: IKAWA Ltd

Company registration number 07133409.

Registered office at Unit 9, Bayford Street Business Centre, Bayford Street, London E8 3SE.

Registered in England and Wales.

VAT number GB 990317705.

'**You/your/Buyer**' means the person, firm or company to whom the Goods are supplied.

'**Goods/product**' means the products which we have supplied to you arising from your order and our acceptance of that order.

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#### **3. Structure of the Contract**

By placing an order, you are offering to purchase a product on and subject to these Conditions. An order made via the website shall be an irrevocable offer. To place an order from IKAWA you visit our website [www.ikawacoffee.com](http://www.ikawacoffee.com). You must add the products you wish to purchase to your shopping basket and then proceed to checkout. If you are a new customer you must then create an account with us and log in; if you are a returning customer you must enter your login details. Once you are logged in, you must select your preferred method of delivery and confirm your order and your consent to these T&C. You will then be transferred to our

payment service providers website who will handle the payment during which you are asked to make payment by card or bank transfer.

You will always have chance to review your order online prior to submitting it. Once the order has been placed, you will receive an initial acknowledgement and once we have checked whether we are able to meet your order, you will be provided with a purchase order number. You will then receive email confirmation of your order.

Neither the purchase order number nor the email confirmation signify acceptance of your order, it is simply confirmation of our receipt of the order you have placed.

Once we have processed the order and prepared it for shipping, we will send you an email stating that we have accepted your order and will include the shipment /despatch details. It is our sole discretion whether to accept your order as we want to ensure the availability of your product and we will not be deemed to have accepted your order until we have prepared it for shipping. Usually this will take place within 48 hours of you placing the order when we have the product in stock. For items not in stock, you will be sent an order acceptance email once the item is available and ready for shipping.

Upon sending to you the order acceptance email containing shipping confirmation, IKAWA will have formed a contract with you and it is then our responsibility to deliver the product to you. You are also able to place orders by telephone by calling our IKAWA sales team.

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#### **4. Product availability and Limitations**

If IKAWA does not have a product available or in stock, we will state it as clearly as possible on the website, however we may at times have limited availability and we will reserve our right to change the quantity available to purchase even after you have placed an order with us, provided we have not yet accepted your order.

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#### **5. Pricing and price reductions/corrections**

Prices are quoted on our website and shown in GBP unless stated otherwise. Final shipping costs will be shown as part of the final total due on the page 'Order Summary'. As per our website, you will bear any customs duties arising from shipping abroad. The total amount as stated on the page 'Order summary' which is confirmed to you by email shall be the total amount payable by You for the ordered products, including shipping costs which shall be

marked.

IKAWA reserves the right to correct pricing errors should any inadvertently occur. If this affects your purchase, IKAWA will give you the option of reconfirming your order at the correct price, or cancelling it. If we are unable to contact you in the case where the pricing has been discovered by us to have clearly been incorrect, due to inaccuracy or manipulation we will treat the order as cancelled.

From time to time, IKAWA may offer promotional discounts or similar which may apply to a product you have or wish to order. If you have placed an order and this order has been accepted already, then any subsequent price change will not affect that order.

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#### **6. Payment Options**

We are able to accept payment by most debit or credit cards as stated on the payment page and bank transfer may be arranged by telephoning +44 (0) 2077295664 or email us at [sales@ikawacoffee.com](mailto:sales@ikawacoffee.com).

If you are paying by card, you must possess a valid payment card issued by a bank acceptable to us. We reserve the right to refuse any request by you. When placing an order, you agree that you are the valid user of any card you intend to make payment with and that you have sufficient funds for the purchase. Your credit or debit card will be subject to a standard pre-authorisation credit check prior to fulfilling the transaction and your card will only be charged once this is done and we accept your order. We may need to verify the identity of the credit card holder by requesting the appropriate documentation.

If you are paying by bank transfer, we will email you once you place the order with the bank details for payment and the time you have to make that payment.

Once you make payment, we will then send you an order confirmation email, advising you that payment has been received and your order is being processed. Once we have processed your order and prepared it for shipping, we will send you an email stating that we have accepted your order and including details of shipment. In the case of a bank transfer, if you do not make the payment due within 14 days we reserve the right to cancel your order.

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## 7. Shipping & Delivery

The delivery address which you provide and is confirmed by us via email shall be the address we deem to be the correct delivery address.

We reserve the right to deliver in instalments.

We will endeavour to ship to you within 7 days of your purchase however we reserve the right to extend times for deliveries by reasonable periods if there is a delay due to an event beyond our reasonable control. The shipping time estimates we provide and/or despatch dates provided shall be an estimate only and not a final deadline.

For detail of our shipping costs for any products, please consult our website or should this not be clear, call us or email us requesting the shipping costs prior to placing your Order

If a product that has been ordered is no longer in stock, this may lead to a delay in the whole order. If a product is temporarily out of stock we shall state when we expect to receive further stock.

We will not be liable for damages resulting from non-delivery or late delivery with respect of the delivery dates originally stated.

Upon payment in full for the product, ownership shall pass to the customer and upon delivery of the product to the required delivery address, risk of loss or damage shall pass to the customer or person designated to take ownership of the product.

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## 8. Your Cancellation Right

If you are purchasing as a consumer not a business you may withdraw or cancel a contract with us without giving any reason for your withdrawal or cancellation, at any time within 14 days following the day you received delivery of the goods (or the last of a batch if Goods were delivered separately). This is also known as a Cooling Off Period in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

To cancel, you must inform us by email at [support@ikawacoffee.com](mailto:support@ikawacoffee.com), or telephone or via our website before the cancellation period has expired.

You will then be required to send the goods back to us in the condition in which they were sent to you no later than 14 days following communication of your decision to cancel. You will also bear the cost of shipping back to us.

You will receive a full refund of the amount you paid to us including the original costs of delivery to the card with which you made payment unless agreed otherwise and this will be credited back to you within a further 14-day period.

You may also cancel the contract if we commit any material breach of the contract but you may not otherwise cancel the Contract.

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## 9. Our Cancellation Right

We may cancel a contract and recover all sums due to us if you fail to pay on time or in full despite our requests for You to do so. Once we have requested that You remedy a payment default then within 14 days if you still have not complied with our request for you to do so or you commit any other material breach of the contract between us then we shall terminate the Contract between us. You will owe us all amounts outstanding plus any accrued interest (if any) and we reserve the right to suspend all further deliveries to you and you should return all unpaid goods to Us forthwith.

We may cancel a contract if you cease to trade, become insolvent, enter into liquidation or dissolution processes.

We may have to cancel a contract by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control such as the unavailability of any component or product, power failure, industrial dispute, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

If a contract is so cancelled, then we will be released from our obligation to deliver products undelivered to that date. However, you must still pay for products delivered to you.

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## 10. Standard Return Policy

In addition to your cancellation rights, you have the right to return a product for any reason and without penalty. You should email [support@ikawacoffee.com](mailto:support@ikawacoffee.com) for returns.

For customers who have ordered from our website this shall apply to all customers irrespective of their geographical location and does not affect but is in addition to your statutory rights as a consumer.

You will have the right to receive a standard refund

or an exchange if:

- a) We have received the returned product back within 28 days following the date of dispatch and
- b) The returning product is unused and still in its original packaging and
- c) You comply with the procedure for a standard return.

Once we receive the product back unused and in its original packaging with all original contents and condition we will refund the purchase price to you using the card details provided by you at the time of purchase, or we will ask you to call us to process a refund and the refund will be made to you within the next 14 days. We will not refund the costs of delivery back to us for a standard refund/exchange.

Should we receive the product in a damaged form we reserve the right to offset the refund by the diminished value of the product.

It is your responsibility to verify the products and their condition upon delivery. In the event that you observe that either the goods are not what we confirmed in our Order acknowledgment that we would deliver to you or that they arrive damaged, then you must immediately inform us of the issue as you may have rights under your warranty or otherwise. We have no liability for loss or damage of the goods if you do not notify us within 5 days of the date of delivery that the goods arrived damaged either wholly or partially.

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### 11. Manufacturer Warranty

This product carries a one year warranty from date of receipt. If any defect arises due to faulty materials or workmanship faulty products must be returned to IKAWA for repair or replacement.

The following conditions apply:

- a) The product must be installed and used in accordance with the instructions contained in this instruction guide.
- b) The product is household use only. Commercial use of this product will invalidate the warranty.
- c) It does not cover wear and tear, damage, misuse or consumable parts.
- d) IKAWA has no responsibility for incidental or consequential loss or damage.

Your warranty will not be activated until you register your IKAWA Home Coffee Roaster online in your account [www.ikawacoffee.com/my-account](http://www.ikawacoffee.com/my-account)

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### 12. Consumer Law Rights

The IKAWA limited warranty is in addition to your statutory rights as provided for under UK law.

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### 13. Customer Service

IKAWA aims to provide efficient and useful customer service. If you have any problem with the product or any reason whatsoever to contact us, please call on +44 (0)2077295664 or email [support@IKAWAcoffee.com](mailto:support@IKAWAcoffee.com).

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### 14. Limitation of Liability

The photographs, videos and texts illustrating and describing the goods and products on the IKAWA website are non-contractual and for information purposes only and IKAWA shall not be held liable for any omissions or errors in them.

IKAWA shall not be liable for:

- a) Delays or failures arising causes beyond our reasonable control
- b) Losses not caused by breaches on Our part;
- c) Business losses such as loss of profits and in any case for any indirect, incidental, or consequential damages or loss of any nature that were not foreseeable when the contract between us was formed.

Our liability shall be limited to the total purchase price of the product.

As stated above, you as consumer have legal rights which may not be limited under these T&C and nothing in these terms shall limit or exclude our responsibility for fraudulent misrepresentations made by us for death or personal injury caused by our negligence or wilful misconduct.

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### 15. Applicable Law

These T&C shall be governed by and construed in accordance with the Laws of England and Wales.

These T&C are drawn up in the English language. If they are translated into another language, the English language text will in any and every event prevail. All legal proceedings will be conducted in English.

We shall try and solve any disagreements quickly and efficiently. We both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales which means that the customer may bring a claim to enforce any consumer protection

rights in connection with these T&C in England and Wales or in the EU country in which the customer lives.

**Dated 12 February 2018**