

# Terms and Conditions of Sales

## Agreement

1. The following Terms and Conditions constitute a binding agreement between you and SAMSUNG GULF ELECTRONICS FZE hereunder referred to as (“Samsung”), (or “We”, “Us”, “Our”), a free zone establishment organized and existing under the laws of the United Arab Emirates under Commercial Registration No. 126, and having its registered office no. FZJOA2111, P.O.Box-61247, Jebel Ali Free Zone, Dubai, United Arab Emirates.

These Terms and Conditions of Sales apply to the offer and sale by Samsung to you, referred to hereunder as “Terms and Conditions” on which We supply any of the Products (“Product(s)”) listed on Our Website <http://www.samsung.com/ae> (the “Website”) to you. These Terms and Conditions do not cover the sale of Our Products by third parties to you.

These Terms and Conditions constitute an agreement between you and Samsung, regarding your access and use of the Website, all content, Products and services available on or through the Website and your purchase of any Products or service or placement of any order through the Website. Your order is an offer to Us to purchase the Product(s) you selected in your order. You are deemed to have placed an order with Us by ordering via Our online checkout or click and collect process.

- a. Online checkout process

For online checkout process and after placing an order, you will receive an e-mail from Us acknowledging that We have received your order and containing an Order Reference Number and details of the Product(s) you have ordered (“Order Confirmation”). Please note that the Order Confirmation is acknowledgment that We have received your order and does not mean your order has been accepted by Us. All orders are subject to Our acceptance of your offer to buy the Product(s) ordered. We will only accept your offer (and form the contract of sale) when We send you an e-mail confirming that the Product has been dispatched (“Dispatch Confirmation”). We may refuse to accept your order:

- a. where the Product is not available;
  - b. where We cannot obtain authorisation for your payment;
  - c. if there has been a pricing or Product description error (see ‘Price and Payment’ below); or
  - d. if you do not meet the eligibility criteria set out in ‘Your Status’ below.
  - e. due to price errors as per paragraph 3 of “Price and Payment”
- b. Click and collect checkout process from Samsung experience store in the UAE

For click and collect process and after placing an order, you will receive an e-mail from Us acknowledging that We have received your order and containing an Order Reference Number and details of the Product(s) you have ordered (“Order Confirmation”). Please note that the Order Confirmation is acknowledgment that We have received your order and does not mean your order has been accepted by Us. All orders are subject to Our acceptance of your offer to buy the Product(s) ordered. We will only accept your offer (and form the contract of sale) when We send you an e-mail confirming that the Product is ready for pick up from Samsung experience store (“Pick Up Confirmation”). We may refuse to accept your order:

- a. where We cannot obtain authorisation for your payment;
  - b. if there has been a pricing or Product description error (see 'Price and Payment' below); or
  - c. if you do not meet the eligibility criteria set out in 'Your Status' below.
  - d. Due to price errors as per paragraph 3 of "Price and Payment"
2. The contract between Us (the "Contract") will only be formed upon the earlier of i) when We send you the Dispatch and or Pick Up Confirmation or ii) delivery of the Product(s).

Please read these Terms and Conditions carefully and understand them before ordering any Products from Our Website. You should understand that by ordering any of Our Products, you accept these Terms and Conditions. If you refuse to accept these Terms and Conditions, you will not be able to order any Products from Our Website. You may print a copy of these Terms and Conditions for future reference. We are under a legal duty to supply goods in conformity with these Terms and Conditions.

If you have any questions, comments or concerns regarding these Terms and Conditions, please contact Us at:

P.O.Box-61247, Jebel Ali Free Zone, Dubai, United Arab Emirates. You can call us at 800-SAMSUNG (7267864) or email us at [e-store.ae@samsung.com](mailto:e-store.ae@samsung.com)

#### Service Availability

We do not accept orders from, or deliveries to addresses outside the United Arab Emirates, Kuwait, Bahrain, Oman and Qatar ("Territory").

#### Your Status

By placing an order through Our Website, you warrant that:

- a. you are legally capable of entering into binding contracts;
- b. you are at the majority age under the applicable laws of your country of residence; and have legal capacity to enter into these Terms and Conditions;
- c. you are resident in the Territory;
- d. you are accessing Our Website from the Territory; and
- e. You are a private individual and purchasing Products in your capacity as such;
- f. You are purchasing Products for an address within the Territory only.

#### Conditions of Use

1. By using the Website, and each time you use the Website, you are accepting and agreeing to be bound by these Terms and Conditions on your own behalf or, as applicable, on behalf of the party or parties on whose behalf you are using the Website. If you do not agree with these Terms and Conditions, then you may not use or visit the Website.
2. We may, at Our sole discretion, revise these Terms and Conditions at any time without advance notice to you by posting the revised Terms and Conditions on the Website. It is your responsibility to regularly review these Terms and Conditions. If you use the Website after We make any changes, you will be accepting the changes and agreeing to be bound by the revised Terms and Conditions.

3. If you place an order on Our Website, you will be bound by the Terms and Conditions posted on the Website at the time you place such order. Your order will be deemed to have been placed at the time you complete Our online checkout process.

#### User Accounts

1. To access some features of the Website, you can use your Samsung account log-in details, if you don't have a Samsung account you may be required to register for a new Samsung user account ("Samsung Account"). Alternatively you may use the Website as a guest.

These Terms and Conditions supplement the Samsung Account Service Terms & Conditions available at: <https://account.samsung.com/membership/terms>.

The Samsung Account Service Terms & Conditions form an integral part of these Terms and Conditions. In the case of any inconsistency or conflict between these Terms and Conditions and the Samsung Account Service Terms & Conditions, these Terms and Conditions shall prevail. You are solely responsible for the activity that occurs in your user account, and it is your responsibility to keep your account password secure.

2. You agree to immediately notify Samsung of any breach of security or any unauthorized use of your user account. We will not be liable for any losses arising from any unauthorized access to or use of your account.

#### Price and payment

1. The price of the Products will be as quoted on Our Website from time to time, except in cases of obvious error. Product prices include VAT at the prevailing rate. The price quoted on Our Website for Products excludes delivery charges which are quoted separately on Our Website.
2. Product prices and delivery charges are subject to change at any time, but changes will not affect orders in respect of which We have already sent you a Dispatch Confirmation.
3. Our Website contains a large number of Products and it is always possible that, despite Our best efforts, some of the Products listed on Our Website may be incorrectly priced. We will normally verify prices as part of Our dispatch procedures so that, where a Product's correct price is less than Our stated price, We will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on Our Website, We will normally, at Our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that We are rejecting it. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, We do not have to provide the Products to you at the incorrect (lower) price.
4. Prices & Promotions shown on samsung.com can be different from prices & promotions available across other retailers and online retailers in the country/Territory.
5. Payment for all Products purchased in the United Arab Emirates can be made either by:
  - Visa, Mastercard or American Express credit or debit cards. Additional charges may apply based on the terms and conditions of your bank.

- Samsung Pay application, subject to the terms and conditions of Samsung Pay. To complete the payment, customers must have a Samsung Account registered with Samsung Wallet and a Samsung Wallet enabled device.
- Cash on delivery collected on our behalf by a third party. This payment option is available for specific products only, and up to a maximum order amount of 7,000 AED. If the same Customer has placed more than two orders with Cash payment, or the total order value with Cash payment exceeds 14,000 AED, they will need to visit an Aramex center to make the payment in Cash and collect the order. The Aramex centers are limited to: Aramex Outlet - Al Ain, Aramex Outlet – Sharjah, Aramex Outlet – Umm Ramool.
- Card on delivery on our behalf by a third party. This payment option is available for specific products only, and up to a maximum order amount of 7,000 AED. The payment and collection of the order should be made exclusively at Aramex centers using a debit/credit card (VISA or MasterCard). The Aramex centers are limited to: Aramex Outlet - Al Ain, Aramex Outlet – Sharjah, Aramex Outlet – Umm Ramool.

Payment can also be split in instalments through third parties as follows:

- Bank instalments up to 36 months through Payfort, subject to the terms and conditions of the bank. 0% instalment plans are available with a selection of banks. Additional charges may apply based on the terms and conditions of the bank. For more information visit <https://shop.samsung.com/ae/installments>.
- 4 monthly instalments through Tabby, subject to the terms and conditions of Tabby. Valid for orders below 8000 AED. To use Tabby, you must be over 18 years old and have a valid Emirates ID Card and UAE phone number.

6. Payment for all Products purchased in Kuwait can be made either by:

- Visa or MasterCard credit or debit card. Additional charges may apply based on the terms and conditions of your bank.
- Samsung Pay application, subject to the terms and conditions of Samsung Pay. To complete the payment, customers must have a Samsung Account registered with Samsung Wallet and a Samsung Wallet enabled device.
- 4 monthly instalments through Tabby, subject to the terms and conditions of Tabby. Valid for orders below 700 KWD. To use Tabby, you must be over 18 years old and have a valid Kuwait National ID Card and Kuwait phone number.

7. Payment for all Products purchased in Bahrain can be made either by:

- Visa or MasterCard credit or debit card. Additional charges may apply based on the terms and conditions of your bank.
- Samsung Pay application, subject to the terms and conditions of Samsung Pay. To complete the payment, customers must have a Samsung Account registered with Samsung Wallet and a Samsung Wallet enabled device.
- 4 monthly instalments through Tabby, subject to the terms and conditions of Tabby. Valid for orders below 700 BHD. To use Tabby, you must be over 18 years old and have a valid Bahrain National ID Card and Bahrain phone number.

8. Payment for all Products purchased in Oman can be made either by:

- Visa or MasterCard credit or debit card. Additional charges may apply based on the terms and conditions of your bank.
  - Samsung Pay application, subject to the terms and conditions of Samsung Pay. To complete the payment, customers must have a Samsung Account registered with Samsung Wallet and a Samsung Wallet enabled device.
9. Payment for all Products purchased in Qatar can be made either by:
- Visa or MasterCard credit or debit card. Additional charges may apply based on the terms and conditions of your bank.
  - Samsung Pay application, subject to the terms and conditions of Samsung Pay. To complete the payment, customers must have a Samsung Account registered with Samsung Wallet and a Samsung Wallet enabled device.
10. A payment by credit or debit card will only be charged at or shortly after the time you place your order.
11. You must retain a copy of transaction records, policies and rules provided by Us.

#### VAT Refund Policy

Tourists are not qualified for a VAT refund because Samsung does not participate in the tax refund program for purchases made online through samsung.com.

#### Shipping Policy

##### 1. Standard Delivery

Samsung will deliver Products to valid shipping addresses located within the United Arab Emirates, Kuwait, Bahrain, Oman and Qatar. The shipping addresses do not include Al Sila, Al Ghuwaifat, Al Batha, Das Island, Delma island, Abu Dhabi - Ghayathi, Al Ruwais, Al Dhafra, Sharjah - Maliha, Sharjah Dhaid, Sharjah Hamriyah, Sharjah - Kalba, Sharjah - Khorfakan, Ras Al Khaimah - Saqur Port & Al Ain Sanniya areas in the United Arab Emirates; Diba, Madha, Al Ghazir and Alwajajah areas in Oman; King Fahad causeway area in Bahrain; Arifjan, Al Bahra, Subhiya, Kuwait Camel Racing Club, Nuwaisib Port & Borders, Abdali Borders, Sabriya, Umm al Aish and Al Salmi Borders in Kuwait. Any order placed for an area not included in the shipping addresses or an area not serviced by our courier delivery partner will be canceled and the amount will be refunded to the customer.

You must provide a valid identification to receive your order.

Our courier partner will deliver all orders per the below timelines by country:

- United Arab Emirates: customers can select their preferred delivery date on the calendar available at checkout. In the case of pre-orders or online exclusive models, the shipping date will be mentioned at checkout and the delivery date will vary based on the location as follows:
  - Shipping addresses inside Dubai:
    - a) up to two (2) working days for orders of Mobiles, Tablets, Wearables, Accessories and Monitors

- b) up to three (3) working days for orders of Televisions
  - c) up to three (3) working days for orders of Home Appliances
- Shipping addresses outside Dubai:
  - a) up to three (3) working days for orders of Mobiles, Tablets, Wearables, Accessories and Monitors
  - b) up to four (4) working days for orders of Televisions
  - c) up to four (4) working days for orders of Home Appliances
- Kuwait: seven (7) to ten (10) working days, for orders of Mobiles, Tablets, Wearables, Accessories, subject to customs clearance. Samsung does not provide delivery for Home Appliances, Monitors and Televisions to Kuwait.
- Bahrain: five (5) to six (6) working days, for orders of Mobiles, Tablets, Wearables, Accessories, subject to customs clearance. To ship your order, the courier partner will contact you to get a copy of your valid ID for custom clearance purposes. Samsung does not provide delivery for Home Appliances, Monitors and Televisions to Bahrain.
- Oman:
  - a) five (5) to six (6) working days, for orders of Mobiles, Tablets, Wearables, Accessories, subject to customs clearance.
  - b) seven (7) to eight (8) working days, for orders of Televisions, subject to customs clearance

A one-time custom's registration fee of OMR 10 is mandatory for any purchase of OMN 299 and above. Customers will receive an SMS with details from our courier partner once your order is shipped.

Samsung does not provide delivery for Home Appliances and Monitors to Oman.
- Qatar:
  - a) three (3) to five (5) working days, for orders of Mobiles, Tablets, Wearables, Accessories, subject to customs clearance.
  - b) Samsung does not provide delivery for Home Appliances, Monitors and Televisions to Qatar.

Delivery times mentioned above may vary depending on stock availability, high sales periods and pre-order periods.

#### Same Day Delivery

Same day delivery ("Same Day Delivery") is available to valid shipping addresses mainly located only within Dubai in the United Arab Emirates.

Same Day Delivery will be available on selected products ordered before 10:30am from Monday to Saturday. This delivery option may vary during promotional periods.

2. Samsung will deliver the Products you purchase from the United Arab Emirates to the delivery address in the Territory (subject to paragraph 1 of the Shipping Policy) you specify when placing your order. Title to any Product purchased by you will pass to you once the Products are delivered to the delivery address specified in your order and payment for the said Product is complete. Except as otherwise provided in these Terms and Conditions, you accept all risk of loss, theft or damage to the Products you purchase once it has been delivered to the delivery address specified in your order.

3. If you do not receive your order within the estimated delivery time specified in your shipping confirmation email, you should contact Samsung at e-store.ae@samsung.com or call the numbers below.

COUNTRY	CUSTOMER CONTACT CENTER
UAE	800-7267864 (SAMSUNG)
Kuwait	183-2255 (CALL)
Bahrain	8000-4726 (GSAM)
Oman	800-72627 (SAM CS)
Qatar	800-2255 (CALL)

4. If you refuse or fail to accept delivery of any Products you order, with the exception of refusals related to visible carrier damages or due to any of the reasons stated in the Returns Policy set out below, any risk of loss, theft or damage will nonetheless pass to you, and not limiting any other rights or remedies We have, We:
- will remain entitled to payment in full for the Products shipped to your delivery address, including shipping costs incurred and any installation charges if applicable; and
  - Samsung may effect delivery by whatever means it considers appropriate, and you will be liable for all additional costs incurred as a result of such refusal or failure to accept delivery.
5. For large consumer goods like Televisions & Home Appliances where the customer may or may not request installation, customer is advised to inspect the goods before signing the Proof of delivery. Samsung is not liable for damaged goods claim after customer has signed the Proof of delivery.
6. To qualify for free shipping, an order should reach the minimum cart limit "Cart Limit" per country listed in the below table. A shipping cost will be added for orders below the Cart Limit as per the following:

COUNTRY	MINIMUM CART LIMIT	SHIPPING COST (BELOW MINIMUM CART LIMIT)
Kuwait	KWD 170	KWD 5

Bahrain	BHD 200	BHD 6
Oman	OMR 210	OMR 6
Qatar	QAR 990	QAR 60

#### Television Installation Policy

- Wall mount connection will be carried out at customer's own risk & responsibility on all counts i.e. durability of the surface to sustain the weight, any concealed electrical, air conditioning, water pipes or any other connections that could be damaged due to drilling.
- Only wall bracket supplied by Samsung technician will be used for installation, any other bracket if required to be fitted will be done at customer's own risk.
- Samsung shall not be held responsible for any unintended consequential damages caused by installation.

#### Home Appliances Installation Policy

##### 1. Products Installation

For Household Appliances which require installation after delivery (such as but not limited to Air Conditioner, Washing Machine, Dishwasher and Air Dresser), the ("**Products**"), Customer shall ensure that the installation place is ready for installation by arranging/ensuring the following:

- Enough space and ventilation for the Products in installation place.
- Installation should be on a solid, level floor that can support its weight. Failure to do so may result in abnormal vibrations, movement, or abnormal noise.
- Electrical power source near Products' installation place that can handle the maximum load/current of the Products.
- Dedicated circuit breaker for air conditioner Products.
- Dedicated socket and Differential Pressure switch for home appliances.
- Electrical power connectivity should be available at site for testing and commissioning purpose.
- Water supply point near to installation place (Washing machine and dish washer).
- Water drainage point near installation place (AC indoor unit, washing machine and dish washer).
- Crane, scaffold or man-lift (If required).



- Installation site must be free of hazards and accessible by technicians.
- Installation site must be clean with acceptable level of humidity and away from any heat source.

Failure to meet the one or more of the above conditions, Samsung will preserve the right to postpone the installation until customer get the site ready for installation, re-visit charge can be imposed.

## 2. Special Requirements for the Product Installation:

- For Air conditioner Products, the installation team will do a site visit to check the requirements for AC installation, in terms of piping and wiring. Site visit and installation happen on separate days.
- For Air conditioner Products, the Products comes with standard 3 meters of copper pipe and cable only, any extension of the pipe or cable will be on chargeable base at 75 dhs per meter
- Outdoor wall mounted bracket is not included (if required). Installation of outdoor wall mounted bracket is chargeable at 100 dhs per unit
- Dismantle of existing AC is chargeable at 100 dhs per unit
- For Washing machines & dishwasher the drain pipe should be at 60-90 cm high.

## Home Appliances Trade-in and Recycle Service

### 1. Eligibility

The Customer who purchased specific Products from Samsung online eStore (on the following link: <https://samsung.com/ae/>) will be eligible for enrolling in the Program within 30 days from the date of purchase of the Product.

The Customer will receive an email from Samsung to confirm the collection of the old unit and to start the process of claiming the cashback ("Cashback") (for more details on the cashback customers can visit the link: <https://ha.samsungtradein.ae> )

### 2. Collection Process of old unit for recycling

2.1. Only one (1) old unit will be collected for recycling for a unique Samsung Order placed on [samsung.com/ae](https://samsung.com/ae).

2.2. During delivery of the new Product purchased from the eStore, the delivery and installation team will collect the old unit for recycling. Once the team confirms the collection of the old unit, the Customer will receive an email to confirm collection of the old unit for recycling along with a link to start the process of Cashback.

2.3. The old unit shall be uninstalled and ready for collection (for example, a refrigerator must be empty of food or liquids, or a washing machine must be empty of clothes, dried, and disconnected from the power/water supply etc...).

2.4. In case the old unit is not ready for collection, the delivery and installation team has the right to refuse the collection and/or arrange the collection at a later time.

2.5. After the collection, the old unit will be submitted to an authorized recycling company, then reclaiming of the whole/part/ items inside the old unit will not be possible once it is collected from the Customer's house.

### 3. Cashback Process

The customer needs to fill the details of their new purchased and old product on Trade-in page (<https://ha.samsungtradein.ae>) Once Samsung verifies the information and confirm that the old product is collected, our partner will contact the customer within four business days to initiate the bank transfer for cashback. The bank transfer might take up to 10 working days to reflect in the customer's account and is subject to the T&Cs of the bank.

The Cashback amount varies based on the new home appliance purchased, and is subject to separate terms and conditions. For more information, visit <https://www.samsung.com/ae/offer/home-appliances-trade-in/>

### 4. Accepted Appliances

Samsung will accept household appliances mentioned below from any brand and regardless the condition of the unit (as long as the unit is safe to be handled and carried):

Refrigerator, Washing Machine, Dishwasher, Microwave Oven, Vacuum Cleaner, Gas Cooker, Airdresser, Air Purifier

### 5. Preparation Requirements

Customer who wants to apply for the Program should make sure to choose the delivery, installation, and recycling option on the eStore before the checkout process and to make sure that the old unit is uninstalled and ready for collection during the delivery.

Once the old unit is collected by Samsung delivery and installation team, the Customer will receive an email with the full-required details on Cashback process.

## Returns Policy

1. The return of any Product differs per country as per the following:

#### United Arab Emirates

- a. Online checkout process

1. In addition to rights you may have under applicable law, you may return any Product within fourteen (14) days from the date you receive it if:

- a. The Product is sealed and accompanied by all original packaging, accessories, free items and other components or parts that accompanied the Product when it was delivered and the Product and/or packaging is undamaged.

- b. The IMEI or Serial number of the Product purchased is the same when any return is requested.

- c. Subject to applicable law, in case of checkout process return requests made after the fourteen (14) days period will not be accepted. This provision applies notwithstanding any other requirement under these Terms and Conditions

- d. You can return Products by calling 800- 7267864. You must provide valid photo identification and your original receipt to return your Product.
  - b. Click and collect checkout from Samsung experience store in the UAE
    1. In case of click and collect process, you may cancel and return your order if:
      - a. The Product is sealed and accompanied by all original packaging, accessories, free items and other components or parts that accompanied the Product when it was picked up from Samsung experience store and the Product and/or packaging is undamaged.
      - b. The IMEI or Serial number of the Product purchased is the same when any return is requested
      - c. The Product can be exchanged or returned within seven (7) days from the date you pick it up from the same Samsung experience store where the Product was collected
      - d. In case of cancelation before picking up the Product from Samsung experience store, customer must call 800-7267864 to request such cancelation

#### Kuwait

3. In addition to rights you may have under applicable law, you may return any Product within fourteen (14) days from the date you receive it if:
  - a. the Product is sealed and accompanied by all original packaging, accessories, free items and other components or parts that accompanied the Product when it was delivered and the Product and/or packaging is undamaged
  - b. The IMEI or Serial number of the Product purchased is the same when any return is requested.
4. Shipping and handling fees from your original order will not be refunded.
5. Subject to applicable law, return requests made after the fourteen (14) days period will not be accepted. This provision applies notwithstanding any other term or condition of these Terms and Conditions.
6. You can return Products by calling at 183-2255. You must provide valid photo identification and your original receipt to return your Product.

#### Bahrain

7. In addition to rights you may have under applicable law, you may return any Product within fifteen (15) days from the date you receive it if:
  - a. the Product is sealed and accompanied by all original packaging, accessories, free items and other components or parts that accompanied the Product when it was delivered and the Product and/or packaging is undamaged.
  - a. The IMEI or Serial number of the Product purchased is the same when any return is requested.

8. Shipping and handling fees from your original order will not be refunded.
9. Subject to applicable law, return requests made after the fifteen (15) days period will not be accepted. This provision applies notwithstanding any other term or condition of these Terms and Conditions.
10. You can return Products by calling at 8000-4726. You must provide valid photo identification and your original receipt to return your Product.

#### Oman

11. In addition to rights you may have under applicable law, you may return any Product within fifteen (15) days from the date you receive it if:
  - . the Product is sealed and accompanied by all original packaging, accessories, free items and other components or parts that accompanied the Product when it was delivered and the Product and/or packaging is undamaged
  - a. The IMEI or Serial number of the Product purchased is the same when any return is requested.
12. Shipping and handling fees from your original order will not be refunded.
13. Subject to applicable law, return requests made after the fifteen (15) days period will not be accepted. This provision applies notwithstanding any other term or condition of these Terms and Conditions.
14. You can return Products by calling at 800-72627. You must provide valid photo identification and your original receipt to return your Product.

#### Qatar

15. In addition to rights you may have under applicable law, you may return any Product within fifteen (15) days from the date you receive it if:
16. The Product is sealed and accompanied by all original packaging, accessories, free items and other components or parts that accompanied the Product when it was delivered and the Product and/or packaging is undamaged
17. The IMEI or Serial number of the Product purchased is the same when any return is requested.
18. Shipping and handling fees from your original order will not be refunded.
19. Subject to applicable law, return requests made after the fifteen (15) days period will not be accepted. This provision applies notwithstanding any other term or condition of these Terms and Conditions.
20. You can return Products by calling at 800-2255. You must provide valid photo identification and your original receipt to return your Product.

#### 2. To request a return:

- . Please call 800-7267864 for the United Arab Emirates or the numbers mentioned under the "Shipping Policy", paragraph 3, in order to schedule your return of the purchased Product. You must also send an email to [e-store.ae@samsung.com](mailto:e-store.ae@samsung.com), with attached photos showing that the Product is still in a sealed condition. In the absence of such proof, you agree that if the Product is not in a sealed condition

when it reaches Samsung, the Product shall be returned back to you and the refund will not be processed.

- . The refund will be initiated once the items are received in the Samsung warehouse and may take up to 15 working days.
  - i. If you purchased via credit/debit card or Samsung Pay, the refunds will be credited to your respective payment method within fifteen (15) business days. It may take longer to reflect in your account depending on your bank.
  - ii. If you purchased your product via cash on delivery, We will require you to share your bank details with Us in order to transfer the refunds
  - iii. No refunds will be done by cash.
- a. If you wish to return a Product that appears to be damaged or otherwise defective upon delivery:
- . Upon returning your Product to Samsung, a diagnostics test will be performed to validate whether or not it is defective. Samsung shall not be held liable for any data loss during such inspection.
  - i. If the Product is found not to be defective (based on the reason you provided with the return request), your Product will be returned to you and no refund will be issued.
  - ii. If the Product is found to be defective (based on the reason you provided with the return request), your refund will be processed to your original payment method as soon as possible (including any taxes paid, but excluding any shipping and installation fees (if applicable), which are non-refundable) and in any event not later than the time period required under the applicable local law. If you pay by cash on delivery in the United Arab Emirates your refund will be processed through bank transfer.
  - iii. If the home appliance related Products, including but not limited to television, refrigerator, washing machine, air-conditioner and air dresser are found to be defective, please call Samsung customer contact centre as per the numbers mentioned in paragraph 2 above or email at [e-store.ae@samsung.com](mailto:e-store.ae@samsung.com) within fourteen (14) days from the date you receive the Product in the UAE and based on the reason you provided with the return request; Samsung appointed representative will visit your premises for a technical inspection and evaluation of your Product. If the Product is found to be defective, a replacement will be provided.

3. Upon receipt of your Product:

- . Please ensure you inspect its condition carefully. Should you identify a short or over-shipment and/or suspect part of the goods are missing, please contact Samsung at [e-store.ae@samsung.com](mailto:e-store.ae@samsung.com) within the relevant allowed days relevant to your country of residence to return the Product mentioned under the 'Returns Policy' from the date of receiving the Product or call the numbers below:

COUNTRY	CUSTOMER CONTACT CENTER
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UAE	800-7267864 (SAMSUNG)
Kuwait	183-2255 (CALL)
Bahrain	8000-4726 (GSAM)
Oman	800-72627 (SAM CS)
Qatar	800-2255 (CALL)

- a. If the external carton of the Product shows any sign of damage (e.g. scratches, tears, stains, etc.), tampering (e.g. open Product, broken seals, re-taped, etc.) or abuse, please indicate the Product is damaged on the waybill and refuse the shipment. Samsung shall not in any way be responsible for any damage, tampering or abuse not noted once a Product shipment has been accepted.
4. If your Product, upon delivery, appears to be damaged, defective or “dead on arrival”, please call Samsung customer contact centre as per the numbers mentioned in paragraph 3 above or email at [e-store.ae@samsung.com](mailto:e-store.ae@samsung.com) within the relevant allowed days relevant to your country of residence to return the Product mentioned under the ‘Returns Policy’ from the date of receiving the Product. Samsung will assist you in performing a diagnostics check.
5. For Product collection in click and collect process from Samsung experience store in the UAE
  - . Customer must present a valid photo identification and the order number received by Pick up Confirmation email to collect the Product from the store.
  - a. If someone will be coming to collect the Product on behalf of the customer, Samsung experience store from where the Product was ordered must be informed in advance and the person who came to collect must have a valid photo identification copy of the initial customer who placed the order, order number and a valid photo identification of himself/herself.
6. With respect to suspect freight damage claims made after acceptance of the Product shipment, your request will be accepted only if the damage is reported within three (3) days of delivery, and the package is not moved from its original “ship to” location. Please include all parts, original shipping box and packing material with the Product. In the event that the inspection does not take place or your Product is not picked up within five (5) business days of you contacting Samsung, please contact Samsung customer contact centre as per the numbers mentioned in paragraph 3 above or email at [e-e-store.ae@samsung.com](mailto:e-e-store.ae@samsung.com).

7. Provided you comply with the terms of this Returns Policy, you will receive a full refund of the price you paid for the Product (including any taxes paid), subject to applicable local law.
8. As part of the returns process, We want to address your privacy concerns. Before you return any Product, it is your responsibility to delete any confidential, proprietary, or personal information, including de-activating your Google ID and any other accounts associated with the Product, and removing all data and content stored on the Product. If the Product you purchased is a phone, please wipe your device clean of your personal information, prior to returning it, by doing the following:
  - . Go to Settings Menu
  - a. Select General Management
  - b. Select Reset
  - c. Select Factory Data Reset
  - d. Select Reset Device (Device requires end user pattern/pin code)
  - e. Select Erase Everything

Please ensure you have saved your information before wiping the device clean. Subject to applicable law, Samsung will not be responsible in any way for any loss, disclosure of or damage to any data or content stored on the Product, and Samsung will not in any way be responsible for returning any data or content stored on the Product back to you.

9. Wireless service providers have different policies for the cancellation of their services. You are solely responsible for any service fees associated with your Product. Samsung will not be responsible in any way for any amounts, fees, or charges of any kind (including termination charges) associated with your wireless service provider. It is your responsibility to contact your wireless service provider for information about its policies.

#### Products Subject to Additional Terms and Conditions

The purchase of any Samsung Product is subject to additional Terms and Conditions found at: <http://www.samsung.com/ae/support/warranty>. The manufacturer's limited warranty applicable to your Product will accompany your Product once delivered.

#### Product warranties

Samsung Products come with a manufacturer's warranty. Details of the manufacturer's warranty can be found with the documentation that comes with your product. Registration may be required to benefit from the warranty or any extended warranty.

#### Representations and Warranties

By accessing and using the Website, you represent and warrant that:

- all information you provide through the Website is true, accurate and complete; you accept full responsibility for all charges, duties, fees and taxes and any other financial liability resulting from your use of the Website or your user account; and

- you consent to the collection, use and disclosure of the personal information that you provide through the Website on the terms set out in Our Privacy Policy.

#### Offer, Acceptance and Order Placement

The Products and services advertised, listed or described on the Website are invitations to you to make offers to Samsung to purchase from Samsung such Products and services, and are not offers to sell Products or services to you. You are deemed to make an offer to Samsung to purchase from Samsung the Products or services referenced in your order upon submitting an order to Us via the online checkout process.

#### Ownership of Website

1. Samsung owns or licenses all intellectual property rights in and to the Website and its content, including without limitation copyright and trademark rights, information, scripts, icons, presentation, arrangements, video and audio, graphic and graphical elements on the Website (the "Content"). Your use of the Website does not entitle you to any ownership or other rights or interests in or to the Website or the Content. The Website and the Content are protected by the UAE and international copyright, trademark and other laws.
2. You agree not to link, make reference to, use, reproduce, republish or re-disseminate any Content including any of Our icons, logos or trademarks without Our prior written consent.

#### Trademarks

Nothing appearing on the Website or in these Terms and Conditions grants to you the right to use the names, designs, trademarks or logos appearing on the Website (the "Marks"). The Marks are the registered or unregistered trademarks, service marks, tradenames and logos owned or licensed by Samsung. All use, duplication, publication, modification or dissemination of the Marks by you is prohibited.

#### Links

The Website may provide links and references to other Websites that are owned and operated by third parties. We do not sponsor or endorse any information, Products, goods or services contained in or offered through any of the linked Websites. These third party sites are not maintained, operated or controlled by Samsung, and We provide no representation or warranty regarding these linked Websites. You assume sole liability for the access or use of such third party sites and content.

#### Errors, Product Availability, Pricing Information and Orders

1. We strive to ensure current and accurate information on Our Website. However, due to changing market conditions and competition, misprints, omissions or other errors may sometimes occur, including, but not limited to, incorrect prices and/or specifications for Products. Samsung does not guarantee that Products and services advertised on the



Website will be available when viewed or upon subsequent visit to a retail location or thereafter.

2. We endeavour to provide Our customers with an agreeable solution to their shopping needs. However, We do not warrant that the content of the Website including, without limitation to, Product descriptions, pricing or photographs, is accurate or complete.
3. We reserve the right to revoke any stated offer on Our Website, and to correct any omission, error or inaccuracy, including after an online order has been submitted, whether or not the online order has been confirmed or your payment has been processed, as permitted by law.

#### Changes to Website Content, Offers or Orders

1. We own or are licensed users of all intellectual property rights in Our Website and all material and content on Our Website. You may use this site and the materials and content on Our Website for personal, non-commercial use only. All other use or re-Production of Our Website or materials or content on Our Website is strictly prohibited.
2. Our Website is provided on an 'as is' and 'as available' basis without any representation made and we make no warranties of any kind, whether express or implied, in relation to Our Website. We make no warranty that Our Website will meet your requirements or will be uninterrupted, timely or error-free or that Our Website or the server that makes it available are free of viruses or bugs.
3. While We endeavour to ensure that Our Website is normally available 24 hours a day, We will not be liable if for any reason Our Website is unavailable at any time or for any period. Access to Our Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Our control as set out above.
4. Samsung at all times reserves the right to:
  - a. correct any error, inaccuracy or omission in Website content at any time without prior notice or liability to you or any other person;
  - b. change at any time the Products and services advertised or made available for sale on the Website, the prices, fees, charges and specifications of such Products and services, any promotional offers and any other Website content without any notice or liability to you or any other person;
  - c. limit quantities available for sale or sold; and
  - d. reject, correct, cancel or terminate any order, including accepted orders, for any reason, including but not limited to:
    - i. if the Product or service is not available;
    - ii. if We do not receive confirmation of your payment from the relevant payment processing company;
    - iii. if there has been a Product or service pricing or description error, inaccuracy or omission; or
    - iv. if you do not meet the eligibility criteria set out in these Terms and Conditions.

## Promotions

You understand and agree that any promotional offers, as listed on the Website and in advertising, are limited time offers, may change at any time, and are subject to such additional Terms and Conditions that may be announced from time to time.

## Accuracy of Information

It is your responsibility to ensure that all information that you provide through the Website is accurate, complete and up-to-date, including information required to open a user account, payment information (credit card), contact information and all transaction information. You will be solely responsible for any and all loss, damage, cost or expense that you or any other person may incur as a result of the provision of false, incorrect, misleading or incomplete information by you.

## Personal Information

1. The personal information you provide to Us in the course of ordering via Our online checkout process will be used and processed in accordance with Our Privacy Policy. By agreeing to these Terms and Conditions, you are agreeing to the collection of personal information through the Website in accordance with these Terms and Conditions and Samsung Privacy Policy available at <http://www.samsung.com/ae/info/privacy/>. Samsung collects uses and discloses personal information about its customers in accordance with the terms of its Privacy Policy, which Samsung may amend or change without notice to you at any time at its discretion. By accepting these Terms and Conditions, and each time you use the Website, you consent to the collection, use and disclosure of your personal information on the terms set out in Samsung's Privacy Policy.
2. You further acknowledge and agree with Samsung that you consent to the collection, use and disclosure of your personal information including, without limitation, your name, address, email address, phone number, credit card and other financial information ("Personal Information") that is gathered about you through the Website in connection with your purchase or placement of an order of any Samsung Product (the "Purchase") and the disclosure of your Personal Information to third parties who may further collect, use and disclose your Personal Information to enable Samsung, and any third parties and ancillary fulfilment service providers that Samsung determine are necessary for the fulfilment of the Purchase, to attend to post-purchase matters including repairs and returns. The foregoing includes, without limitation, collection for and disclosure of Personal Information to Samsung, third party payment service providers, and delivery services used to ship the Samsung Product (collectively, the "Permitted Third Parties") and the use of the Personal Information by the Permitted Third Parties to: (a) process the Purchase and payment of same, (b) bill and collect money owed in relation to the Purchase, (c) deliver the Product to you, (d) communicate with you whether directly or indirectly regarding your Purchase and advise you of other Products and services that are available or may be available in the future, (e) provide you with effective customer service, including but not limited to troubleshooting or warranty service, and ask for feedback on same, (f) remit applicable taxes, and (g) comply with legal and regulatory requirements (collectively the "Purposes"). By submitting your Personal Information you agree that the Permitted Third Parties may rely on the consents granted herein for the Purposes. You acknowledge and agree that your

Personal Information may be stored outside the UAE. By submitting your Personal Information you agree that the Permitted Third Parties may rely on the consents granted herein.

#### Liability

1. YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE AND CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF OR RELATED TO ACCURACY, ACCESSIBILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE OR DURABILITY, ALL OF WHICH ARE DISCLAIMED BY SAMSUNG TO THE FULLEST EXTENT PERMITTED BY LAW.
2. SAMSUNG DOES NOT REPRESENT THAT THE WEBSITE OR THE CONTENT CONTAINED ON THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
3. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOLLOWING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. SAMSUNG, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS OR SIMILAR DAMAGES, OR DAMAGES RESULTING FROM ANY (1) ERRORS OR OMISSIONS IN CONTENT, (2) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR YOUR ACCOUNT AND/OR ANY AND ALL PERSONAL INFORMATION AND OR FINANCIAL INFORMATION STORED THEREIN, (3) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, OR (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY GIVING RISE TO THE DAMAGES (INCLUDING CLAIMS FOR NEGLIGENCE OR GROSS NEGLIGENCE), AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

#### Termination

1. We may, at Our discretion, change, discontinue, modify, restrict, suspend or terminate the Website or any part of it any time without notice or liability to you or any other person. We may also, at Our discretion and for any reason, terminate these Terms and Conditions or your permission to access and use the Website without any notice or liability to you or any other person.

2. If your permission to use the Website is terminated for any reason, the remaining terms of these Terms and Conditions shall remain in full force and effect. The termination of these Terms and Conditions or the revocation of your rights to use the Website, shall not affect the enforceability of any other agreement between you and Samsung.

#### General Provisions

1. These Terms and Conditions do not replace and are in addition to any other agreement you may have with Samsung.
2. You acknowledge and agree that Products, goods and services purchased or obtained through the Website, are subject to additional Terms and Conditions including, but not limited to, Terms and Conditions respecting payment of amounts due, purchase price, fees, and taxes and you agree to abide by all such Terms and Conditions.
3. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
4. Any delay, omission or failure by Samsung to exercise its rights, powers or remedies under these Terms and Conditions shall not constitute a waiver by Samsung of those rights, powers or remedies.
5. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or any matter related to these Terms and Conditions will be governed by and construed in accordance with the UAE laws applicable therein, without giving effect to any choice of law or conflict of law terms or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Dubai in any action to enforce (or otherwise relating to) these Terms and Conditions or the use of the Website.
6. You may not assign these Terms and Conditions or assign any rights or delegate any obligations under these Terms and Conditions.
7. Subject to any other agreement you have entered into with Us, these Terms and Conditions and any other notices or statements posted on the Website constitute the entire agreement between Us concerning the use of the Website, including the Content. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Samsung with respect to the Website and Content.

#### Applicable law

Contracts for the purchase of Products through Our Website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the laws of Dubai, United Arab Emirates. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts in Dubai.

#### **Samsung Enhanced Partnership Program**

1. The Samsung Enhanced Partnership Program stores are designed to provide offers to specific partners and/or customers through a dedicated portal. Samsung reserves the right to provide access or remove access to any partners and/or customers at any time without prior notice.
2. The Samsung Enhanced Partnership Program stores are designed to enable eligible customers to purchase Samsung products for individual use and not for business or resale purposes. Therefore, there is a purchase limit by product category which is found by visiting the 'My Quota' section in their account.
3. Samsung shall be entitled at its sole discretion to terminate or modify the offers at any time.
4. Customers purchasing from the Samsung Enhanced Partnership Program stores may proceed with the trade-in program but they are not eligible to receive the additional top-up value. To read the full terms and conditions of trade-in [click here](#).

### **Samsung Employee Purchase Program**

The Samsung Employee Program is an online store operated to provide employees special benefits to purchase products at a lower price than the market.

Unfortunately, a considerable number of cases violating the purpose and the operational rules of usage have been discovered recently. As a result, EPP restrictions and personal measures will be enforced to those employees. Major violation examples include:

- ① Purchasing at employee discount price and re-selling them to an outsider
- ② Exposing internal discount price information by sharing Samsung Employee Program log-in credentials with outsiders

Act of re-selling or exposing discounted prices to an external entity can damage the market distribution order, such as impacting business partners and sales networks.

Furthermore, it can negatively affect the customer confidence in our products, as well as causing disruption for online Samsung Employee Program operations.

We ask all employees to work together to prevent fraudulent use.

For employees who wish to purchase at a discounted price, we kindly request you to agree upon the following terms below: if any fraudulent use is confirmed, restrictions on further use, and disciplinary actions may be imposed according to the company policy.

### **Samsung VIP Program**

1. The Samsung VIP Program is designed to provide loyal Samsung customers access to special offers and promotions through a dedicated portal.
2. Eligibility for the VIP Program. In order to be eligible for the Samsung VIP program you must meet the following criteria:
  - Residents at the majority age under the applicable laws, with a registered Samsung Account
  - Owning a minimum of six (6) Samsung products registered to a Samsung Account
  - You need to have consented into receiving information about products, services, promotions and marketing communications from Samsung through Samsung Account.
3. The eligible customers will receive VIP URLs and access codes for discounts through emails.
4. Samsung reserves the right to provide access or remove access to the eligible customers at any time without prior notice.
5. The Samsung VIP Program is designed to enable eligible customers to purchase Samsung products for individual use and not for business or resale purposes. Therefore, there is a purchase limit by product category which is found by visiting the 'My Quota' section in their account.
6. Samsung shall be entitled at its sole discretion to terminate or modify the offers at any time.
7. Customers purchasing from the Samsung VIP Program may proceed with the trade-in program but they are not eligible to receive the additional top-up value. To read the full terms and conditions of trade-in [click here](#).