

Terms of Sale (Consumer) (United Kingdom)

Last Modified: 08 November 2022

These Terms of Sale (Consumer) (these "Terms") apply to the purchase by you and sale of products by **Western Digital UK Limited** (together with its affiliates referred to as "**WDT**", "**us**", "**we**", or "**our**" as the context may require) including products (hardware goods and software) that are manufactured or developed either by WDT directly or by entities other than WDT ("**Devices**") and services offered either, directly by WDT or provided by entities other than WDT ("**Services**") through any of the websites offered by WDT (collectively, the "**Site**") or any other means through which we engage in the sale of Devices and Services, including orders by phone.

These Terms are subject to change by WDT without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms before purchasing any Device or Services that are available through this Site.

WDT is willing to sell devices and services to you through this site only if you accept these Terms. By clicking on the "SUBMIT ORDER" button, you agree to be bound by all of these Terms.

Please read these Terms carefully before submitting an order. These Terms are legally binding and contain important information regarding your rights (including your right to cancel) and obligations.

1. Who We Are.

We are **Western Digital UK Limited**, a corporation incorporated in England & Wales. Our registration number is 1827612 and our registered address is at Connaught House, 3rd Floor, 255 High Street, Guildford, Surrey GU1 3BS. Our registered VAT number is GB 709 3013 60.

2. Terms And Conditions; Scope And Restrictions.

- a) These Terms are an integral part of the [Terms of Use](#) that apply generally to the use of our Site. You should also carefully review our [Privacy Statement](#) before placing an order for Devices or Services through this Site. The Privacy Statement applies to personal data collected in connection with the purchase of Devices and Services on the Site. However, our Privacy Statement does not form part of these Terms.
- b) You may not order or obtain Devices or Services from the Site if you: (i) do not agree to these Terms; (ii) are not the older of: (A) at least 18 years of age; or (B) the legal age in your country of residence to form a binding contract with WDT; or (iii) are prohibited from accessing or using this Site or any of this Site's contents, goods or services by applicable law.
- c) These Terms are designed for sales to customers in the United Kingdom (the "**Territory**"). If you are not located in the Territory and WDT's Devices and Services are available for purchase in your country of residence through one of WDT's other Sites, you can purchase those Devices and Services through such other Sites. If you choose nevertheless to purchase through this Site, and you are not a resident of a country in the Territory, the sale will be governed by these Terms and the laws of your own country may not apply.

- d) If you are a consumer, nothing in these Terms will or is intended to derogate from or reduce your statutory rights including your rights relating to faulty or misdescribed Devices or Services. We are under a statutory duty to supply Devices and Services conforming to the terms of our contract with you. For further information regarding your statutory rights, you may contact your local Trading Standards Department or Citizens' Advice Bureau or the equivalent institution in your country of residence.

3. Ordering, Acceptance And Availability.

- a) You need an email address to place an order. You agree that your order is a legally binding offer to buy, under these Terms, all Devices and Services listed in your order. You acknowledge and agree that if you are placing an order through the Site, by clicking or activating the button or hyperlink to submit your order, you are placing a legally binding offer. All orders must be accepted by us or we will not be obligated to sell the Devices or Services to you. We may choose not to accept any orders in our sole discretion and will inform you in writing (including email) or by giving you a notice on-screen, if we do so. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. An order confirmation email received by you shall constitute an acknowledgement of our receipt of your offer only, and not an acceptance of your offer to purchase items.
- b) The Devices and Services available for sale on the Site and the descriptions and prices thereof constitute an invitation to make offers to purchase such Devices and Services through this Site. Such invitation to offer is extended by us to consumers who purchase Devices and Services for personal use as well as to sole traders, business customers and organisations purchasing such Devices and Services for their own use but not to persons or businesses who are purchasing such goods and services in the course of trade with a view to reselling, distributing, stocking or otherwise trading in them. WDT does not appoint you or anyone acting on your behalf as a reseller, distributor or other agent or representative of WDT in relation to the Devices or Services you order. If WDT believes you are involved in purchase of Devices or Services in the course of trade with a view to trading in such goods, software or services, WDT reserves the right to restrict sales to you, to cancel your orders, and/or to suspend or close your account, in addition to taking legal action.
- c) Please review your order carefully before you place it. You have a limited period of time to cancel your order before it is shipped. If you cancel your order after shipment you may incur delivery charges. For additional information about cancelling your order and ending the contract, please see Section 7 below. You can also call Customer Support at 00800-27549338 or [submit an e-mail](#).
- d) While we make every effort to ensure that items appearing on the Site are available, we cannot guarantee that all items are in stock or immediately available when you submit your order. Furthermore, Devices and Services may vary depending on your region or hardware components. In addition, there may be limits on where we can ship Devices or provide Services. We may reject your order if we are unable to process it, fulfil it or provide it and we will inform you of this in writing (including by email) or we may notify you on-screen that the order is rejected upon your submission of the order. If we reject an order for any reason, we will refund any payment that you have made for that item. We may place a limit on the quantities that may be purchased per order, per account, per credit card, per person, or per household. If Devices or Services that you ordered are unavailable, we may contact you to offer you an alternative Device or Service. If you do not choose to purchase the alternative Device or Service, we will treat your order as cancelled and refund any payment that you have made for the cancelled order.

- e) Our acceptance of your order and the formation of the contract of sale between WDT and you only occur at such time that we have both (i) in respect of hardware goods, dispatched your Device order and/or provided you with access to the Services or, in respect of software, provided you with a copy of the software or a link for downloading the software, and (ii) received payment of the purchase price of your order through settlement of funds via your provided credit card or other payment method ("**acceptance**"). We may cancel your order at any time for any lawful reason prior to acceptance.
- f) By submitting your order, you represent and warrant that: (i) you are a consumer, sole trader, business or organisation who is not purchasing the Device or Service in the course of trade with a view to reselling, distributing, stocking or otherwise trading in such Device or Service, (ii) all information supplied by you in placing your order is accurate and complete, (iii) you are not impersonating another person, and (iv) you are not utilising any program or routine to accelerate purchases or to make multiple purchases through different accounts to conceal your identity. Without limiting any other right or remedy we may have under these Terms or applicable law, we may cancel, terminate, modify, or suspend all or any part of any order or orders (including orders that we have accepted) if WDT has reason to believe that such order or orders may have been placed in breach of these Terms or the Terms of Use.
- g) We make efforts to avoid and to fix any technical failures that limit your ability to complete a purchase on the Site. However, such technical failures can sometimes occur, and we do not represent or warrant that your access to or use of the Site will be uninterrupted or error free.
- h) Pictures and images of Devices shown on the Site are for illustrative purposes only and minor variances may occur in colour and look in the Devices that you order or that we may deliver to you. This does not derogate from our legal obligations to supply goods that match their description. Device specifications are subject to change from time to time at WDT's discretion, without notice. Any changes in specification will only apply to orders placed after such changes take effect. Upon acceptance of your order we are legally required to deliver Devices that match the specifications shown on the Site at the time that the order was placed.

4. Prices And Payment Terms.

- a) All prices posted on this Site are subject to change without notice. The price charged for a Device or Service will be the price in effect at the time the order is placed and will be the price indicated on the order pages on the Site when you place your order. Price changes (including any special offers or 'sales') will only apply to orders placed after such changes take effect. Posted prices do not include all taxes or charges for shipping. All such taxes and charges not included in the price displayed on the Site will be added to your total and will be itemised in your shopping cart and displayed before you place the order and will be itemised in your order confirmation email.
- b) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. Payment must be made by the payment method selected during your order completion process through the Site. We will charge your credit or debit card on dispatch of the Device or upon purchase of Services, or within 14 days of order submission (if earlier), unless stated otherwise. We reserve the right to verify and/or authorize credit or debit card payments prior to dispatch of the Devices or Services. To assist with payment processing on this Site, we use Worldpay. Worldpay is a Data Controller in respect of your personal information. Worldpay's privacy policy can be found at www.worldpay.com.
- c) You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorised to use such credit card for the purchase, (iii) charges

incurred by you will be honoured by your credit card company, (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any, and (v) you authorise WDT to charge you for any Devices or Services purchased using your payment method.

- d) If you elect to use the services of a third-party payment or billing provider in connection with your purchase from us, your use of such services will be subject to the third-party provider's own terms and conditions. You may be required to create an account with such third-party provider and/or provide that third-party provider with your bank account or credit/debit card details. We are not responsible for any liability resulting from the acts or omissions of any third-party payment or billing provider.
- e) We make every effort to ensure that the prices, quotations, anticipated delivery dates, and descriptions made or referred to on Site are accurate, free of typographical errors, complete, reliable, current, and error-free. However, errors do sometimes occur, and we make no warranty that the information on the Site is error free. We reserve the right to reject or cancel any orders that include such errors. Promotional prices may be offered for select Devices or Services and are subject to additional terms related to such promotions. The prices, quotations and descriptions displayed on the Site are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our express acceptance of your order.

5. Shipments; Delivery; Title And Risk Of Loss.

- a) We will arrange for shipment of the Devices and Software to you with the aim of reaching you as soon as reasonably possible and in any event within 30 days from when you placed your order on the Site. Where any Device supplied is or includes software ("Software"), for Software delivered electronically, we will deliver such Software by electronic transmission or via download as soon as reasonably practicable following receipt of your order. Please check the individual Device page for specific delivery options. You are required to pay all shipping charges which are specified on our Site during the ordering process.
- b) The Territories where we deliver Devices are listed on the Site. Delivery shall be to a valid address within the Territory submitted by you and subject to our acceptance ("Delivery Address"). You must check the Delivery Address on any order acknowledgement or acceptance we provide. If you have provided us with an incorrect Delivery Address, you must notify us immediately. We reserve the right to charge you for any extra costs arising from changes you make to the Delivery Address after you submit an order. Changes that you make to the Delivery Address after submitting an order may cause a delay in the delivery of your order.
- c) Where possible, we try to deliver all items which you have ordered at the same time. Delivery times vary according to your selected Delivery Address, availability of your items and the time of day you place your order. A signature may be required for delivery. Shipping and delivery dates are estimates only and whilst they cannot be guaranteed, we aim to deliver all shipments to you within a reasonable time and in any event within 30 days of when you placed your order on the Site.
- d) We are not liable for any delays in shipments which are outside of our control and will inform you of such delay as soon as possible and take steps to minimize the effect of such delay
- e) Title for Devices (other than Software) purchased pass to you upon our delivery to the carrier. Risk of loss for Devices purchased pass to you upon delivery to the Delivery Address.

6. Software Use And Licence Rights.

- a) All uses on this Site of the terms "sell," "sale," "resell," "resale," "purchase," "price" and the like when used in reference to Software mean the purchase of a limited licence to use the Software in accordance with the licence terms made available for such Software. Each Software product and service made available on this Site is licensed, not sold.
- b) Notwithstanding any contrary term in Section 5(e), for Software, your licence rights become effective upon the provision to you of a download link for Software, or your receipt of a licence key, via email or other electronic delivery method. Risk of loss in relation to Software passes to you once the Software has been successfully and fully downloaded to your computer, device or other storage media.
- c) You agree to comply with all terms and conditions of the specific licence agreement for any Software you obtain through this Site, including all confidentiality obligations and restrictions on the resale, use, reverse engineering, copying, making, modifying, improving, sublicensing and transfer of such licensed Software.
- d) You agree not to cause, induce or permit others' noncompliance with the terms and conditions of any of these Software license agreements.

7. Cancellation, Returns And Refunds.

- a) We will accept a return of the Devices (excluding: (i) Software once it was made available to you by sending you a link for downloading or a licence key via email or other electronic delivery method or for which instructions to download (including from a third party platform) have been provided to you and (ii) any Devices or products which we inform you may not be returned) for a refund of your purchase price, less the original shipping costs, provided such return is made within thirty (30) days of shipment and provided such Devices are returned in their original condition. Furthermore, you are entitled to terminate the contract and return Devices delivered to you in the event that they are defective, misdescribed or otherwise not in conformity with your order when you received them. In the event your claim for a defective, misdescribed or non-conforming Device is justified, the purchase price and the shipping costs will be refunded. For practical information on how to return, visit our [Return Policy](#) page, call 00800-27549338 or email our Returns Department at this [link](#). Please obtain a Return Merchandise Authorization ("RMA") number before shipping your Device. No returns of any type will be accepted without an RMA number. This does not derogate from your statutory rights (see paragraph 7(b)).
- b) Notwithstanding Section 7(a), if you are a consumer you also have the statutory right to cancel your order for any reason within 14 calendar days of: (i) delivery of a Device; (ii) delivery of Software by way of online download save where you have started to download such Software; (iii) our acceptance of your order for Services. To exercise your right to cancel please email us at this [link](#) or use the cancellation form set out at Appendix 1 to these Terms. The following applies only to the statutory right of consumers to cancel orders made on the Site. Where the goods forming your order are split into different deliveries, you have 14 days from the day you received the last delivery to cancel the order. When you exercise your right to cancel you will be refunded the price you paid in respect of your order if you paid in advance however we will not refund you your shipping costs unless the item is defective, misdescribed or non-conforming (as detailed in Section 7(a) above) or unless you chose the least expensive means of shipment. If you chose the least expensive means of shipment, we will refund you the delivery cost on cancellation. Otherwise, we will refund you the shipment costs except insofar as they exceed

the cost of the least expensive means of shipment. We may deduct from any refund the amount by which the value of the Device returned by you is diminished as a result of handling of the goods by you beyond what is necessary to establish the nature, characteristics and functioning of the goods. If you exercise your right to cancel Services after we started delivering the Services, we may charge you for the value of the Services we delivered up to the point when you notified us of the cancellation. The statutory cancellation right does not apply in certain circumstances including where the price of goods, software or services is no more than £42, if goods are ordered to your specifications or are personalised, in relation to goods liable to deteriorate or expire rapidly, or where you request a visit from us for the purpose of urgent repair or maintenance services.

- c) Save as set out in Section 7(a) above, and unless otherwise stated in our [Return Policy](#), to the maximum extent permitted under applicable law, you are responsible for all shipping charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. This paragraph 7(c) applies to cancellation under paragraph 7(a) as well as to the statutory cancellation right referred to in paragraph 7(b).
- d) Refunds are processed within approximately 7–10 business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Site.
- e) Please note, subject to your statutory rights reflect in Section 7(b) above, some Devices on the site are designated as non-returnable. To the maximum extent permitted under applicable law, we neither offer refunds on any Devices designated on this site as non-returnable nor those designated as non-returnable under statute such as those Devices that are personalized to your specifications or requests.

8. Warranty; Disclaimers.

- a) Please refer to documentation accompanying any Software to determine if any warranty is provided with such Software, and, if so, the terms of such warranty. Excluding Software, the warranty for a Device purchased through this Site varies depending on Device model. You may find the applicable warranty for your Device via the Device detail webpage, in your Device documentation or by contacting our support team.
- b) Separate from the warranty referred to in Section 8(a) above, there are a number of statutory warranties that apply to the Devices and Services ordered through the Site including, without limitation, that the Device and Services will meet the specifications and description detailed on the Site, that the Device will be free of defects and that the Services will be performed with due care and skill. Some statutory warranties apply only for the benefit of purchasers who are consumers. Without derogation from any warranties that may apply under applicable legislation, to the fullest extent permissible under applicable law, we do not make, and hereby disclaim, any and all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party rights, and any warranties arising from a course of dealing, usage, or trade practice. Additionally, we do not warrant that the Software will operate without interruption or error or that the Software will be free of bugs, viruses, Trojan horses, destructive computer codes, or the like.
- c) Some Devices (including Software) available for purchase on the Sites may be subject to export controls in your country of residence. The Devices are not intended for resale or distribution by

you or for export to any other country and we do not warrant and hereby disclaim any warranty that the Devices can be lawfully exported by you from the country to which we deliver the Device to you or that such exports may not be subject to obtaining an export licence from relevant authorities.

- d) To the fullest extent permitted by applicable law, all warranties are personal to you and are non-transferable and non-assignable, and any warranties provided for our Devices or Services only extend to you on the understanding that you have not purchased such Devices or Services with a view to trading in them.
- e) Some jurisdictions do not allow the exclusion of or limitations on implied warranties in consumer contracts or in other contracts, so the above exclusions and limitations may not apply to you.

9. Limitations Of Liability.

- a) To the maximum extent permitted by applicable law, WDT, its affiliates and each of their directors, officers, employees, consultants, vendors, licensors and suppliers (collectively, "WDT Parties") shall not be liable for any damages (other than physical damage to goods, injury or death) suffered as a result of using, modifying, contributing, copying, distributing, or downloading the Devices, Software or Services purchased through the Site or being unable to do any of the foregoing. In no event shall the WDT Parties be liable for any indirect, incidental, or consequential damages (including loss of data, revenue, profits, loss of facility, or other economic advantage or business interest).
- b) You agree that you shall, and WDT assumes that you shall, ensure that there is adequate protection and backup of any data and/or equipment used in connection with the Devices or Services purchased through the Site and you agree that therefore WDT Parties will not be liable for any loss of data, loss of content, inaccurate output, work delays, or lost profits resulting therefrom.
- c) In no case do we seek to exclude our liability for (1) death or personal injury caused by our negligence (or that of our employees or authorised representatives); (2) fraud; (3) any breach of any obligation as to title to the products implied by statute; or (4) any other liability which cannot as a matter of law be limited or excluded.

10. Assignment

You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Agreement is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

11. No Waivers

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of WDT.

12. Third Party Rights

A person who is not a party to this Agreement shall have no rights to enforce the provisions of these Terms under the Contracts (Rights of Third Parties) Act 1999.

13. Notices.

- a) To You. We may provide any notice to you under these Terms by sending a message to the email address you provide or, where appropriate, by posting notices to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
- b) To Us. To give us notice under these Terms, you must contact us (i) by personal delivery, overnight courier or registered or certified mail to: Western Digital UK Limited, Connaught House, 3rd Floor, 255 High Street, Guildford, Surrey GU1 3BS; or (ii) by email. We may update address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent. Notices provided by email will be effective on the following working day.

14. Force Majeure.

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labour disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage..

15. Severability.

If any provision of these Terms shall be deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provision of these Terms.

16. Survival.

All terms that by their sense are expected to survive the purchase of each Device and Service by you shall survive, including, without limitation, the terms of the initial paragraphs and sections 8 through 18.

17. Governing Law And Jurisdiction.

These Terms and any dispute between you and us arising out of the subject matter of these Terms including as to their formation, interpretation and effect and including claims based on non-contractual grounds shall be governed by English law and both you and we submit to the non-exclusive jurisdiction of the High Court in London, England. If you are a consumer resident outside England and Wales you may issue proceedings against us under or in relation to these Terms in your local courts.

18. Entire Agreement.

These Terms together with the Terms of Use constitute the entire agreement between you and us and supersede all previous agreements, statements, communications and other arrangements between you and us in relation to the subject matter of these Terms.

Appendix 1

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To :

Western Digital UK Limited, Connaught House, 3rd Floor, 255 High Street, Guildford, Surrey GU1 3BS,
00800-27549338:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods
[*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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