

SEIKO BOUTIQUE

SYDNEY

SEIKO Boutique Lay-By Terms and Conditions

This document outlines the terms and conditions that apply to each Lay-by Agreement entered into with SEIKO Australia Pty Ltd (**SEIKO**) at the SEIKO Boutique, Shop 63, Lower Ground Floor, QVB, 455 George Street, Sydney 2000 (**SEIKO Boutique**).

By entering into a Lay-by Agreement with SEIKO, you agree that you have read, understood and agree to these Lay-by Terms and Conditions.

1. Eligible Goods

- 1.1 Only goods that are part of the normal displayed product range at the SEIKO Boutique are eligible to be placed on Lay-by. To find out if a particular product is eligible for a Lay-by, please ask in-store.
- 1.2 Any order for a product that is not part of the normal displayed product range at the SEIKO Boutique will be treated as a **Special Order**. Any Special Order is subject to the SEIKO Boutique Special Order Terms and Conditions. Please ask in-store for further details.

2. Lay-by Deposit

- 2.1 To establish a Lay-by Agreement you must pay a deposit (**Lay-by Deposit**) equal to 10% of the recommended retail price of the product to which the Lay-by Agreement relates (**Lay-by Product**).

3. Term

- 3.1 Your Lay-By Agreement commences on the day that you pay the Lay-by Deposit.
- 3.2 You must pay the full recommended retail price of the Lay-by Goods within 55 days of paying the Lay-by Deposit.

4. Payments

- 4.1 Payments must be made at the SEIKO Boutique. For each payment a register receipt will be issued, showing the amount paid and the outstanding balance.

5. Collection of Goods

- 5.1 Payment must be made in full before you collect the Lay-by Product.

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- 5.2 No band adjustments, engraving or other alterations can be made to the Lay-by Product until it has been paid for in full.
- 5.3 The Lay-by Product can only be collected from the SEIKO Boutique. You can only collect the Lay-by Product if you attend the store personally with a copy of your lay-by receipt issued at the time of commencing the lay-by, or a copy of a progressive payment receipt issued upon any lay-by payment, and present a photographic personal identity document (eg. Driver's license).

6. Warranty

All applicable guarantees commence when you collect the Lay-by Product.

7. Termination

7.1 Termination by the customer

- (a) You are entitled to terminate your Lay-by Agreement at any time prior to you collecting the Lay-by Product.
- (b) If you do not pay the full recommended retail price within 55 days, you will be deemed to have terminated your Lay-by Agreement.
- (c) If you terminate your Lay-by Agreement, the deposit and any other payments that you have made will be refunded to you, less a Termination Fee of \$50. The Termination Fee reflects SEIKO's reasonable costs relating to this Agreement.
- (d) If the money paid by you at the time your Lay-by Agreement is terminated is less than the Termination Fee, you will be required to pay the difference between the amount of money you have already paid and the Termination Fee.

7.2 Termination by SEIKO

- (a) SEIKO may terminate your Lay-by Agreement if:
 - (i) you breach a term of your Lay-by Agreement; or
 - (ii) SEIKO ceases to trade; or
 - (iii) the Lay-by Product is no longer available due to circumstances outside of SEIKO's control.

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SEIKO Boutique Special Order Terms and Conditions

This document outlines the terms and conditions that apply to each Special Order Agreement entered into with SEIKO Australia Pty Ltd (**SEIKO**) at the SEIKO Boutique, Shop 63, Lower Ground Floor, QVB, 455 George Street, Sydney 2000 (**SEIKO Boutique**).

By entering into a Special Order Agreement with SEIKO, you agree that you have read, understood and agree to these Special Order Terms and Conditions.

1. Eligible Goods

- 1.1 You may be able to place an order at the SEIKO Boutique for a product that is not part of the SEIKO Boutique's normal displayed product range. Any such order is a **Special Order** and is subject to these SEIKO Boutique Special Order Terms and Conditions.
- 1.2 To find out if a particular product is eligible for a Special Order, please ask in-store.

2. Special Order Procedure

- 2.1 Upon receiving a request from a consumer the SEIKO Boutique will seek information on how much the product (**Special Order Product**) will cost and when it will be available for collection. This information is normally available within 7 working days.
- 2.2 SEIKO Boutique will contact the customer and advise the customer of the price and the estimated arrival date of the Special Order Product.

3. Special Order Acceptance

- 3.1 The Special Order Agreement commences when the customer pays a non-refundable deposit equal to 30% of the Special Order value.
- 3.2 The SEIKO Boutique will contact you to let you know the date on which the Special Order Goods are available for collection (**Collection Date**).
- 3.3 You must pay the full price for the Special Order Goods within 21 days of the Collection Date. If you do not pay the full price within 21 days, your Special Order Agreement will terminate, the Special Order Product will be returned to stock and any payments that you have made will be refunded to you, less the Non-Refundable Deposit.

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3.4 You acknowledge that, by their nature, Special Order Products are often particularly rare, bespoke or otherwise difficult to obtain or sell to other customers. By entering into your Special Order Agreement, you acknowledge and agree that the Non-Refundable Deposit reflects SEIKO's reasonable costs relating to this Agreement.

4. Special Order Payments

4.1 Consumers are welcome to make additional payments. Payments must be made at the SEIKO Boutique. A receipt will be issued for all payments showing the amount paid and the balance remaining outstanding. Additional payments will be refundable if you cancel your Special Order.

5. Collection of Goods

5.1 Payment must be made in full before you collect the Special Order Product.

5.2 No band adjustments, engraving or other alterations can be made to the Special Order Product until they have been paid for in full.

5.3 The Special Order Product can only be collected from the SEIKO Boutique. You can only collect the Special Order Product if you attend the store personally with a copy of your Special Order Agreement and present a photographic personal identity document (eg. Driver's license).

5.4 No returns, exchanges, refunds, or credits are available for Special Order Products.

6. Warranty

All applicable guarantees commence when you collect the Special Order Product.

7. Cancellation

7.1 Cancellation by the customer

(a) You are entitled to cancel your Special Order Agreement at any time prior to you collecting the Special Order Product.

(b) If you do not pay in full for the Special Order Product within 21 days of the Collection Date, you will be deemed to have cancelled your Special Order Agreement.

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- (b) If you cancel this Agreement, any payments that you have made will be refunded to you, less the Non-Refundable Deposit.

7.2 Cancellation by SEIKO

- (a) SEIKO may cancel your Special Order Agreement if:
 - (i) you breach a term of your Special Order Agreement; or
 - (ii) SEIKO ceases to trade; or
 - (iii) the Special Order Product is no longer available due to circumstances outside of SEIKO's control.

8. Special Order Delays

The delivery times of special orders may be outside the direct control of the SEIKO Boutique. The SEIKO Boutique cannot be held accountable for delays in manufacturing, logistics, customs or CITIES. If there is an extended delay on a Special Order the customer will be notified. If this delay is greater than 3 months from the original estimated delivery date, you can cancel the Special Order and be refunded any deposit and any additional payments.

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SEIKO Boutique Returns Policy

This document outlines the Returns Policy of the SEIKO Boutique Shop 63, Lower Ground Floor, QVB, 455 George Street, Sydney 2000 (**SEIKO Boutique**) Phone (02) 9805 4747. Sydney@seikoboutique.com.au

All our Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure.

The benefits provided to you under this Returns Policy are in addition to other rights and remedies available to you under the law. You may have additional rights to a remedy outside this policy under the Australian Consumer Law. Full details of your consumer rights may be found at www.consumerlaw.gov.au.

For details, please see the separate guarantee booklet that was supplied with your watch at the time of purchase.

How to return a SEIKO product

Please choose your purchase carefully. We do not give refunds if you simply change your mind. We are happy to exchange, or, to issue you with a store credit provided you supply the proof of purchase (your receipt issued at the time of sale), the items purchased, the guarantee & instruction book, and any additional items issued at the time of sale. All items must be in original condition with no damage or wear including alterations such as band adjustment. Note that products that fall under the Special Order Policy are not eligible for return, exchange, refund, or credit.

Your satisfaction is very important to us. If you are dissatisfied with a product you have purchased from the SEIKO Boutique, please bring the product in-store along with your proof of purchase and completed warranty card that was issued at the time of purchase along with any packaging or additional items issued at the time of purchase. The product will then be examined by one of our expert watchmakers, so that the fault can be assessed. Once this has occurred, we will contact you to discuss what options are available to you.

This returns policy applies only if the fault appeared within 5 years of the purchase date, although you may have rights under the Australian Consumer Law outside of this period.