# **Pre-order Terms and Conditions**

These Pre-Order Terms and Conditions (these “Terms”) govern the placing of pre-orders (“Pre-Order”) with Narwal Trading (Hongkong) Co., Limited (“Narwal” or “The Company”). Please read these terms carefully before submitting your Pre-Order of Narwal Freo Cleaning Robot (“Products”). By submitting your Pre-Order, you agree to be legally bound by these terms.

SECTION 1 - INTRODUCTION

This Narwal Freo PRE-ORDER (“Campaign”) is organized by Narwal. This Campaign will run from September 15, 2022 (PST) until October 15, 2022 (PST) (“Campaign Period”). Narwal reserves the rights to shorten or extend the Campaign Period at any time without notice.

SECTION 2 - PRODUCTS AND CAMPAIGN MECHANISM

You may pre-order Narwal Freo Cleaning Robot. Offers are subject to availability while stock lasts.

This Campaign is open to all residents of [The United States of America], and aged 18 years old and above as of [September 15, 2022] (“Customer(s) or You”). All orders are non-transferrable.

SECTION 3 - PRE-ORDER REGISTRATION

When placing a Pre-Order, you will be required to provide certain information, such as your address and billing information. You further agree that Narwal and/or its agent and/or its third-party service providers may contact you by telephone, email or such other method in connection with this Campaign. You represent and warrant that all the information you provided is accurate, and you shall ensure that such information is kept current. The Company shall have no responsibility or liability for inaccurate information or information that later becomes outdated, and shall have no obligation to make efforts to determine the correct contact or shipping information. You can update your information at any time prior to your product being shipped by sending an e-mail to support@narwal.com.

SECTION 4 - PAYMENT

You will be charged at the time of placing a Pre-Order. If the Company is unable to commence shipping of a Pre-Order Product on or before the 60 day anniversary of your placing the Pre-Order for that Product, the Company shall process a full refund to you. All Pre-Orders are handled through the Shopify Payment platform. Methods of payment accepted are Visa, Master Card, American Express, PayPal, and others as made available from time to time by the payment gateway provider. Your placing of a Pre-Order constitutes your express agreement to the company charging of your provided payment method at such time. The purchase price does include shipping costs and import duties, taxes and other government charges.

SECTION 5 - SHIPPING

You will only take delivery of your Pre-Order Product in [The United States of America]. The expected shipping date for Pre-Order Products will be noted on Product page, subject to reasonable delays in manufacturing and/or delivery. Such date is only an estimate, is subject to change, and the Company does not represent or warrant that it will be able to ship the Product by the estimated date. As a result, in the event that a delay arises and the estimated shipment and/or release of the product is not met, Narwal is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. The products will be shipped in the order in which your final payment is received by the Company.

SECTION 6 - CANCELLATION / REFUND

Once you place your order, the deposit is not refundable until the pre-order campaign ends. A refund will be considered a waiver of the deal. Refunded users are not eligible for the early bird price.

Narwal reserves the right to disqualify Customer that does not comply with the Terms herein. If Customers are discovered to be using or have used improper means to participate in this Campaign, Narwal reserves the right to cancel the eligibility without notice.

SECTION 7 - ADDITIONAL TERMS & CONDITIONS

The purchase of the Products is subject to additional terms and conditions provided by the Company, including in respect of any software included in the Products or intellectual property embodied in the Products or data collected by the Products. Your purchase of the Product will be subject to Narwal’s Terms and Conditions of Purchase (found [**here**](https://shop.narwal.com/pages/narwal-terms-and-conditions-of-website-and-purchases)) , Shipping and Delivery Policy (found [**here**](https://shop.narwal.com/pages/shipping)) and the Return & Refund Policy (found [**here**](https://shop.narwal.com/pages/after-sales-policy)）, which are subject to change.

SECTION 8 - PRIVACY

To participate in this Campaign, the Customer also consents to the collection, use, disclosure, transfer, storage and such other processing of the personal data provided, including name, contact details, address, device details, purchase information by Narwal for the purposes relating to the Campaign pursuant to all applicable personal data protection laws in the United States of America. Narwal will use and process the personal data provided for lawful purpose directly related to the running of this Campaign including but not limited to the purposes of promotional events, advertising, marketing and any administrative matters to facilitate the management and organizing of this Campaign. For more information on how Narwal protects personal data and how you can exercise your rights to access, correct and limit the personal data provided herein, please visit and read Narwal’s Privacy Policy (found [**here**](https://shop.narwal.com/pages/narwal-privacy-policy)). If you object to the processing of personal data for the purposes stated herein, you cannot participate in this Campaign.

SECTION 9 - DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND NARWAL’S ADDITIONAL TERMS AND CONDITIONS LISTED IN SECTION 7, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT GUARANTEED WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

NARWAL SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES DIRECTLY OR INDIRECTLY INCURRED BY ANY PARTY INCLUDING THE CUSTOMER IN CONNECTION OR ARISING FROM ACTS OR OMISSIONS OR IN ANY WAY RELATED TO THIS CAMPAIGN.THE CUSTOMER AGREES TO DISCHARGE AND RELEASE NARWAL FROM ANY LIABILITIES AND CLAIMS (INCLUDING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTIONS AT LAW OR EQUITY) ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CAMPAIGN OR TO THE CUSTOMER’S ENTRY IN THE CAMPAIGN.

SECTION 10 - CHANGES TO THE TERMS

Narwal reserve all the rights at all times to modify or amend the Pre-Order Terms and Conditions without giving any prior notice to any party.

SECTION 11 - MISCELLANEOUS PROVISIONS

These Terms constitute the entire agreement between you and Narwal. These Terms shall be governed by and shall be construed in accordance with the laws of Delaware, without regard to its conflict of law principles. You agree that you will not bring any action or proceeding arising out of or connected with these Terms, the Campaign, or any product/service before any court, arbitration institution, arbitral tribunal, or other legally cognizable tribunal or adjudicator except for JAMS, in which case (i) the action or proceeding will be subject to the rules of JAMS effective at the time of initiation of the action or proceeding, (ii) the seat of the arbitration will be Delaware, and (iii) the language of the arbitration will be English. You agree that if you are the losing party, you will reimburse Narwal for any and all costs and expenses it incurred in relation to the arbitration (including but not limited to fees paid to the arbitration institution, to the arbitrators, and to attorneys, accountants, and other experts).