

emc advertising gifts

EMC Advertising Gifts Ltd Terms & Conditions

1. General

- a. There shall be no binding contract between EMC Advertising Gifts Ltd ("EMC") & the Buyer until the Buyer's order has been accepted by EMC. Each individual contract for the supply of goods between EMC and the Buyer shall be governed by these present Terms and Conditions unless otherwise agreed in writing by both parties.
- b. These conditions shall apply to the exclusion of all other terms including any standard terms of Buyer, excepting as agreed in writing by EMC. Acceptance of any goods will be deemed to indicate the Buyer's agreement to these conditions.
- c. Where EMC is unable to supply the goods ordered by the Buyer, EMC may offer to supply reasonable alternative goods of equivalent value instead. The Buyer shall be under no obligation to accept such alternative goods. Where the Buyer does not accept the alternative goods EMC shall repay to the Buyer any monies paid in advance in respect of the order. Where EMC has delivered alternative goods to the Buyer prior to the Buyer's acceptance of said alternatives the risk in such alternative goods shall remain with EMC until the Buyer confirms acceptance of the alternative goods in writing. Where the Buyer does not accept any alternative goods which are delivered, EMC shall make arrangements to promptly collect the alternative goods from the Buyer.

2. Price

- a. Unless otherwise agreed in writing by the parties, the price of goods will be the prevailing price as stated in the EMC Advertising Gifts Catalogue at the date of the order. In exceptional circumstances or where an error has been made these may be subject to change. Products outside of the catalogue range including those advertised on the website and in other marketing are subject to change and will be confirmed upon receipt of order.
- b. Unless otherwise agreed, all prices quoted are exclusive of carriage and delivery charges, which shall be charged at the greater of cost price or the price for carriage and delivery stated on EMC's website at the date of the order.
- c. VAT is charged on all orders at the prevailing rate at the time of despatch.

3. Payment

- a. The customer shall make full payment of goods in advance of production of the order by EMC unless the customer has applied successfully for credit terms with EMC and this credit facility is still acceptable to EMC. EMC reserve the right to refuse credit to a customer who has previously received credit at EMC's discretion.
- b. Orders accepted on a credit basis shall pay for the goods within 30 days from date of EMC's invoice unless agreed otherwise.
- c. Failure to pay in accordance with this clause shall entitle EMC without prejudice to any other rights to terminate the contract immediately in respect of future orders and to charge interest at the rate of 8% per month above the Bank of England base rate together with compensation for debt recovery cost pursuant to the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002.

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4. Delivery & Risk

- a. Delivery dates stated on order acknowledgement are based on standard turnaround time and are an approximation. If there is need for a delivery on or before a precise date this must be stated at time of order.
- b. EMC will use all reasonable efforts to ensure that goods are delivered on or by the date agreed between the parties when the order is placed. EMC cannot accept cancellation of order on the grounds of late delivery unless agreed as a stipulation at time of order and expressly stated in order acknowledgement.
- c. Reasonable attempted delivery on agreed date will constitute on time delivery where buyer or buyer's recipient is at fault for failed delivery.
- d. Delivery of goods to the stipulated delivery address shall constitute delivery to the Buyer. Subject to the provisions of these Terms and Conditions all risk in the goods will pass to the Buyer upon delivery save in respect of any goods which are rejected by the Buyer due to their being deficient defective or not in accordance with the order.
- e. Discrepancies or damages apparent at time of delivery must be notified to EMC in writing (which shall include email or fax) within ten working days of receipt.

5. Transfer of Property

- a. Property in the goods shall remain with EMC until EMC has received payment in full of the price.

6. Force Majeure

Without prejudice to any other of these conditions, EMC shall be under no liability for delay or non performance of any obligations hereunder due to circumstances which are entirely beyond the reasonable control of EMC, it's agents, subcontractors, employees or suppliers.

7. Law

- a. This contract shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to hear all disputes arising in connection with it.
- b. The Buyer's rights under these Terms and Conditions shall be in addition to those implied by the Sale of Goods Act 1979 and any similar, replacement or supplementary legislation.

8. Quality

- a. EMC warrants that the goods shall materially comply with any description supplied by EMC to the Buyer before an order is placed and shall be in accordance with the specifications detailed in any order placed by the Buyer and accepted by EMC.
- b. EMC warrants that any goods supplied to the Buyer shall be of appropriate quality and fit for the purpose for which such goods are commonly intended to be used.
- c. EMC shall ensure that not more than 5% of each type of item supplied in any one order is in any way defective.
- d. Where more than 0.4% and less than 5% of goods are found by the Buyer to be defective within a reasonable time of the order being delivered, EMC shall promptly issue a proportionate refund of any monies already paid by the Buyer for such goods or where the Buyer has not yet paid the invoice issue a credit note for the defective proportion of the order.

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- e. Where more than 5% of goods are found by the Buyer to be defective within a reasonable time of the order being delivered, EMC shall give the Buyer the option to either replace the defective proportion of goods at the cost of EMC within a reasonable supply time (8 to 12 weeks for imported items) or be refunded for the defective proportion of the order.

9. Sourcing

- a. Where EMC sources goods from overseas, either directly or via any agent or intermediate supplier, it shall use all reasonable efforts to ensure that such goods are ethically sourced from reputable manufacturers who have demonstrated a reasonable standard of environmental and social responsibility to both their workers and the wider community.
- b. Safety testing and conformance reports for products are available where relevant but must be requested at time of order placement.
- c. Any special conformance, inspection or safety requirements must be notified to EMC in advance of acceptance of the order.

10. Confidentiality and intellectual property

- a. EMC shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which might reasonably be considered to be of a confidential nature and any intellectual property belonging to the Buyer ("Confidential Information") which has been disclosed to EMC by the Buyer or its agents and any other confidential information concerning the Buyer's business or its products which EMC may obtain and EMC shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging EMC's obligations to the Buyer and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind EMC.
- b. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party or to be implied from this agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

Signed by)
for and on behalf of)
the Buyer)

Signed by)
for and on behalf of)
EMC Advertising Gifts)

EMC Advertising Gifts is the trading name of EMC Advertising Gifts Ltd.
Registered in England No 7096477 VAT No GB 982915969
Registered Address – Building 3, North London Business Park, London, N11 1GN
Directors – Simon Kay & Gina Tofallis.