

Terms & Conditions

1. General

- A. "The Company" means Emmeti UK Limited.
- B. All orders will be deemed to be binding under these terms and conditions.
- C. These terms may only be varied with the express written agreement of The Company.
- D. An order will be deemed to exist once the purchaser has accepted a quotation.
- E. A quotation is considered automatically to have been accepted immediately the purchaser takes delivery of all or part of the material.
- F. Minimum order value is £ 1000.00 from UK Warehousing. Lower amounts may be fulfilled at the discretion of The Company.
- G. Minimum order value for direct shipment from factory gates is £3,000.00.
- H. A restocking charge of 10% of the value of the goods is to be applied for goods returned through no fault of Emmeti UK. A return reference number must be obtained from the Emmeti UK office.

2. Pricing and description of goods

- A. Prices are as quoted in The Company's catalogue and may be varied from time to time without notice.
- B. Prices do not include packing and delivery.
- C. Prices relate to the technical specification of the products described.
- D. The company reserves the right to amend prices at any time, including within the period of time between acceptance of the quotation by the purchaser and delivery.
- E. All price increases are considered accepted by the purchaser unless specific written notice is received by The Company.
- F. Data and information contained in The Company's brochures and advertising, shall be deemed to be approximate only unless confirmed in writing by The Company.
- G. The Company reserves the right to alter the specification of any goods without prior notice.

3. Delivery and passing of title of any goods

- A. Prices quoted are ex-works, packing and delivery are charged and shown separately.
- B. The purchaser entrusts The Company to negotiate on his behalf and completely independently, transportation and other ancillary services and the procedures for their implementation, including insurance for shipping of goods.
- C. The Company accepts no responsibility for consequential loss suffered by the purchaser for delayed or the non delivery of goods.
- D. Delivery of the goods shall be deemed to take place when they are actually delivered to the purchaser or his representative at their respective premises.
- E. Risk as to loss and damage to the goods shall pass to the purchaser immediately after the goods have been delivered.
- F. The purchaser must inform The Company in writing of any shortages, defect or damage to the goods within 8 working days of delivery.
- G. The ownership of any goods shall remain with The Company until payment in full for all the goods has been received.
- H. Until such time as full payment for any goods has been received, The Company reserves the right to dispose of the goods.
- I. If at any time payment for any goods is overdue, The Company may enter upon the purchaser's premises by its servants or agents and recover and dispose of the goods and the purchaser shall make no claim against The Company in respect of such entry or disposal.
- J. The purchaser, may in the ordinary course of business mix the goods with other objects or convert the goods into other objects whether by the process of manufacture or otherwise and whether or not such mixture or conversion renders the goods unidentifiable. In such case, the mixture or the converted goods as the case may be shall forthwith pass to The Company and remain with The Company from the moment of mixture or conversion until the purchaser has paid all sums whatsoever due to The Company.

4. Payment

- A. All prices are exclusive of Value Added Tax.
- B. Prices ruling at the time of despatch shall apply.
- C. Payment terms are strictly end of month following for approved credit customers otherwise cash with order.
- D. The purchaser may not make any exceptions to delay payment.
- E. Failure to pay within the standard terms will lead to an interest charge on arrears of 1% per month plus bank charges.

5. Warranty

- A. In the case of goods manufactured by The Company, these are guaranteed free of manufacturing defect for 24 months from the date of delivery.
- B. During the warranty period, The Company shall replace or remedy any defects in the goods arising out of defective materials or workmanship, provided that the purchaser shall immediately give notice of such defects both verbally and in writing to The Company.
- C. The Company takes no liability or responsibility for incorrect installation or improper application outside the goods design capability.
- D. In the case of goods supplied by The Company, but not manufactured by it, The Company's liability shall be limited to such extent that it shall not be liable for any loss or damage beyond that for which The Company may be covered by the original manufacturer's guarantee.
- E. The Company reserves the right to accept returned goods when they are acknowledged by The Company as faulty within the terms of the warranty.

6. Force majeure

- A. The Company shall do all in its power to perform to the terms of any contract of which these conditions form part and in particular to meet all delivery dates but shall not be liable for any failure to observe or breach of any of the terms hereof by reason of acts of God, war, riots, civil commotion's, strikes, lock-outs, trade disputes, fires, breakdowns, interruptions of transport, governmental action, delay in delivery, by The Company's suppliers or any other cause whatsoever beyond its control.
- B. In such circumstances, where the goods are in transit, either The Company or the purchaser may terminate the unperformed part of any contract of which these conditions form part by notice in writing delivered to the other party hereto within 14 days of The Company giving written notice to the purchaser of the occurrence of such action or circumstances as makes The Company fail to observe or break the terms hereof.

7. Cancellation

- A. If the purchaser shall fail to make any payment when it becomes due or shall enter into any composition or arrangement with its creditors or if being an incorporated company it shall have a Receiver appointed or shall pass a resolution the winding up or a court shall make an order to that effect or if not being an incorporated company shall have a receiving order made against it or if there shall be any breach by the purchaser of any terms or conditions hereof, The Company may defer or cancel any further deliveries and treat the contract of which these conditions form part as determined but without prejudice to its rights to any unpaid purchase price for goods delivered and to damages for any loss suffered in consequence thereof.

8. Operation of law

These conditions shall be construed and the rights of the parties hereto shall be regulated by the Laws of England and Wales. Emmeti UK reserves the right to change products due to every technical or commercial need at any moment and without notice. Emmeti UK is the exclusive owner of the pictures, text contained in all Emmeti published documentation, any kind of duplication is forbidden unless written authorisation is released by Emmeti UK.