

DGM Aromatics – Terms & Conditions

We have tried to set out as clearly as possible the legal basis of DGM Aromatics - both as a provider of information and as a retailer. Please do contact us if you have any questions.

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ORDERS SUBMITTED ON WWW.DGMAROMATICS.COM ("THE WEB SITE") ARE SUBJECT TO THE TERMS AND CONDITIONS ("THE CONDITIONS") SET OUT BELOW. BY SUBMITTING AN ORDER ON THE WEB SITE YOU ("THE BUYER") AGREE AND ACCEPT TO BE BOUND BY THESE CONDITIONS. THE "GOODS" MEANS THE GOODS WHICH THE SUPPLIER IS TO SUPPLY UNDER THE CONTRACT. ANY REFERENCE IN THE CONDITIONS TO WRITING SHALL INCLUDE FACSIMILE AND E-MAIL AND ANY REFERENCE TO WORKING DAYS SHALL MEAN THE HOURS BETWEEN 0900 HOURS AND 1700 HOURS ON ANY DAY OF THE WEEK EXCLUDING SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

1. SALE

1.1 The Buyer shall place an order for Goods by submitting a completed order form on the Web Site. The Supplier shall confirm acceptance of the Buyer's order in writing and will supply the Goods to the Buyer in accordance with the Buyer's order.

1.2 These Conditions shall govern the Contract to the exclusion of any other terms or conditions.

1.3 Any advice or recommendation given by any representative of the Supplier to the Buyer relating to the Goods which is not confirmed in Writing by the Supplier will not be binding on the Supplier.

1.4 Any variation to these Conditions must be agreed in Writing between the Buyer and the Supplier.

2. ORDERS AND QUOTES

2.1 In accepting a quote or submitting an order for the Goods the Buyer acknowledges that:

2.1.1 all information and specifications relating to the Goods and any material produced by the Supplier are approximate only; and

2.1.2 the limitations of monitor capabilities and of printers mean that the colour of the products on the Web Site may vary from the Goods supplied to the Buyer under the Contract.

2.2 Any error in any quote, sales literature or other document or information issued by the Supplier or placed upon the Web Site may be corrected without any liability to the Supplier.

2.3 The Supplier may make any changes in the specification of the Goods to conform with any statutory or European Union requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.

3. RIGHT OF WITHDRAWAL

3.1 Buyer has the right to withdraw from the Contract within 7 Working days of submitting the order for the Goods by giving Written notice of withdrawal and the Supplier shall credit the Buyer's credit card for the price of the Goods [and the Seller's delivery charges] as set out below in clause 4.2.

3.2 The Buyer shall pay the costs of returning the Goods to the Supplier by the same method as they were delivered in the event that the Goods had been dispatched by the Supplier prior to receipt of the Written notice of withdrawal.

4. PRICE

4.1 The price of the Goods shall be the price quoted on the Web Site on the date of acceptance of the order by the Supplier.

4.2 The price of the Goods does not include delivery. The Buyer will pay the Supplier's delivery charges by the method and to the premises specified in the Buyer's order for transport, packaging and insurance as quoted on the Web Site on the date of acceptance of the order.

4.3 The price for the Goods is inclusive of any applicable value added tax, which the Buyer shall be liable to pay to the Supplier.

5. PAYMENT TERMS

5.1 Payments shall be made by credit card on the date on which the Buyer's order is accepted by the Supplier.

5.2 Credit cards accepted by the Supplier are those listed on the Web Site on the date on which the Buyer's order is accepted by the Supplier.

6. DELIVERY

6.1 The place and method for delivery shall be as requested in the Buyer's order. Where delivery is otherwise than at the Supplier's premises, the Supplier shall be under no obligation under Section 32(2) Sale of Goods Act 1979.

6.2 Time for delivery shall not be of the essence.

6.3 If the Buyer does not take delivery of the Goods or give the Supplier adequate delivery instructions then the Supplier may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage. The Supplier shall not owe the Buyer any duty of care under Clause 6.3 and shall not be liable to the Buyer for any loss, damage or deterioration of the Goods during storage.

6.4 If there is short delivery the Buyer shall inform the Supplier in Writing within [10] Working days from the date of delivery. If the Buyer does not so do the Supplier shall not be responsible for any loss or damage suffered by the Buyer as a result of the short delivery. If there is short delivery, the Supplier's liability shall in any case be limited to the price of the Goods not delivered.

7. RISK AND OWNERSHIP

7.1 Risk of damage or loss of the Goods shall pass to the Buyer on delivery or, if the Buyer fails to take delivery of the Goods, the time when the Supplier has tried to deliver the Goods.

7.2 Title in the Goods shall pass to the Buyer on delivery of the Goods.

8. INTELLECTUAL PROPERTY

8.1.1 All intellectual property and other proprietary rights (including, but not limited to, copyright and trademarks) and all technical, business or similar information (including but not limited to, all designs, documents and other materials relating to the Goods) created by the Supplier during the course of the Contract shall be, and shall remain, the property of the Supplier only.

9. WARRANTY AND LIABILITY

9.1 Nothing in this clause 9 shall exclude the Supplier's liability for death or personal injury caused by its negligence.

9.2 Subject to the conditions set out below the Supplier warrants that all Goods will correspond with the Order at the time of delivery and will be free from defects on delivery.

9.3 If the Supplier is in breach of the warranty contained at clause 9.2 above, the Buyer shall advise the Supplier in Writing immediately and in any case not later than [10] working days from the date of discovery of the defect.

9.4 On receiving a notice under clause 9.2 above, the Supplier may, at its sole option:-

9.4.1 repair the Goods;

9.4.2 replace all or any part of the defective Goods; or

9.4.3 refund the price of those Goods which are defective.

9.5 The warranty contained in clause 9.2 shall be the extent of the Supplier's liability for defective Goods.

9.6 The Goods are not tested and sold as fit for any particular purpose and any terms of warranty or condition express implied or statutory to the contrary is excluded to the fullest extent allowed in law.

9.7 Save as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions terms and liabilities express or implied by statute or common law are excluded to the fullest extent permitted by law and the Supplier will not be liable to the Buyer for any loss of any kind whatsoever which arises out of the breach of implied warranties or conditions or breach of any other duty of any kind imposed on the Supplier by operation of law.

9.8 The Supplier will not be liable for any of the following losses which may arise by reason of any breach of the Contract or any implied warranty, condition or other term, any representation or any duty of any kind imposed on the Supplier by operation of law:

9.8.1 any loss of anticipated profits or expected future business;

9.8.2 damage to reputation or goodwill;

9.8.3 any damages costs or expenses payable by the Buyer to any third party;

9.8.4 loss of any order or contract; or

9.8.5 any consequential loss of any kind.

9.9 Unless otherwise provided in these Conditions, and subject to clause 9.5, the liability of the Supplier for breach of any express or implied term of this Agreement shall be limited to the reasonable cost of remedying any defect in the Goods or other matter constituting a breach and in no circumstances shall the Supplier's liability exceed the total amount paid by the Buyer to the Supplier under the Contract.

9.10 If, notwithstanding the provisions of this clause 9, liability attaches to the Supplier in no circumstances shall the Supplier's liability to the Buyer for a breach of any express or implied terms of the Contract or any other duty of any kind imposed on the Supplier by law arising out of or in relation to the Contract exceed £[100].

9.11 Without prejudice to any other provision of this clause 9, the Supplier will not be in breach of the terms of the Contract for any delay in performing, or failure to perform, its obligations under the Contract if that delay or failure was due to any cause or circumstance beyond the Supplier's reasonable control.

10. INDEMNITY

The Buyer shall indemnify the Supplier against any loss or damage suffered by the Supplier as a result of any claims brought against the Supplier by any third party for:-

10.1 any loss, injury or damage caused by the Goods or their use;

10.2 any loss, injury or damage in any way connected with this Contract provided that this Clause will not require the Buyer to indemnify the Supplier against any liability for the Supplier's own negligence.

11. EXPORT TERMS

11.1 In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chambers of Commerce in force on the date when the Contract is made. Unless the context otherwise requires, any expression which is defined in Incoterms shall have the same meaning in these Conditions, but if there is any conflict between Incoterms and these Conditions, these Conditions shall prevail.

11.2 Where the Goods are supplied for export from the United Kingdom, if the provisions of this Clause 11 are inconsistent with any other provision of these Conditions, the provisions of this Clause 11 shall prevail.

11.3 The Seller shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the country of destination and for the payment of any duties.

11.4 The Buyer shall where applicable:-

11.4.1 not either directly or indirectly export the Goods or any product incorporating the Goods without first obtaining a licence to export or re-export from the United Kingdom Government and/or the United States Office of Export Administration (the "OEA");

11.4.2 comply with the export regulations of the United Kingdom Government and/or the OEA.

11.5 The Goods shall be delivered DDP and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

12. TERMINATION

12.1 The Supplier may terminate this Contract or any other contract between the parties and may cancel or suspend future deliveries (under this Contract or any other contract) if the Buyer:-

12.1.1 is in breach of these Conditions or any other contract between the parties; or

12.1.2 has a petition presented for its winding up or for an administration order to be made in respect of it; has a receiver or administrative receiver appointed over it or any of its assets; resolves to wind itself up (other than for a solvent reorganization); has a bankruptcy order made against it or any of its partners; or enters, or proposes to enter into a composition or voluntary arrangement with its creditors.

12.2 On termination, the Buyer shall pay to the Supplier all costs, expenses (including legal and other fees incurred), arrears, charges or other payments arising in respect of the Goods under the contract.

12.3 Termination shall not affect either party's accrued rights under the Contract.

13. WITHDRAWAL AND USE OF GOODS

13.1 The Supplier may withdraw the sale or distribution of any goods produced by or generally supplied by the Supplier without prior notice, or liability, to the Buyer.

13.2 If the Supplier provides the Buyer with information about the use for which the Goods are designed and about any conditions necessary to ensure that the Goods will be safe then the Buyer shall use the Goods accordingly.

14. GENERAL

14.1 Any notice required under these Conditions shall be in Writing addressed to the other party at its registered office or principal place of business or any other address notified by the receiving party to the party giving the notice. Any notice shall be deemed to be served:

14.1.1 if sent by pre-paid first class post to the party to whom it is given, on the second Working Day after posting; or

14.1.2 if sent by pre-paid air-mail post to the party to whom it is given, on the seventh Working Day after posting; or

14.1.3 if sent by fax to the recipient's fax number at the date and time given on the sender's transmission acknowledgement slip or (in the case of manifest error or loss of the slip) on receipt.

14.2 If any of these Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

14.3 The Contract and these Conditions shall be under English law and the parties submit to the exclusive jurisdiction of the English Courts if there are any disputes between them of any kind.

14.4 The Buyer shall not transfer, assign or sub-contract its obligations under the Contract without the Supplier's prior consent in Writing.

14.5 Failure or neglect by the Supplier to enforce at any time any of these Conditions shall not be a waiver of the Supplier's rights and it shall not affect the validity of the whole or any part of these Conditions or prejudice the Supplier's right to take subsequent action.

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