

Odette International Limited Terms and Conditions for online publication sales

The terms and conditions (“Terms”) on which we supply any of the products (“Products”) listed on our website at www.odette.org (“Website”) to you are as set out below. By clicking on the button marked "I Accept" at the end of these Terms, you agree to be bound by these Terms together with any terms and conditions of use included on the Website. If you do not click on the button marked "I Accept" at the end of these Terms, you will not be able to order any Products from the Website.

1. INFORMATION ABOUT US

1.1 The Website is operated by Odette International Limited (we, our, us). We are registered in England and Wales under company number 4039150 and with our registered office and main trading address at 71 Great Peter Street, London SW1P 2BN. Our VAT number is GB774159013.

2. INTERNATIONAL SALES

2.1 When ordering Products for delivery overseas you may be subject to import duties and taxes. Our prices for the Products are exclusive of any such duties and taxes and you shall be solely responsible for meeting the costs of any such duties and taxes.

2.2 The Website is not intended for use in any jurisdiction in which it or any of the Products sold through it would be unlawful. You warrant that your use of the Website and your purchase of any Products under a Contract made via the Website is in compliance with all local laws and regulations applicable to you and in the country to which the Products are to be delivered. You shall indemnify us against all losses we may suffer arising as a result of your breach of the warranty set out in this condition.

3. WARRANTY

3.1 By placing an order through the Website, you warrant that you are a business user and are purchasing the Products for business use.

4. CONTRACT FORMATION

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product subject to these Terms.

4.2 To the extent legally permissible, you agree that we have no obligation (whether under the E-commerce Regulations 2002 or otherwise) to: (a) provide you with any information additional to that included within the Website from time to time prior to you making an order; or (b) to issue any further acknowledgement of contracts made between us than we may issue to you from time to time.

4.3 It is your obligation to ensure that the terms of your order are complete and accurate.

4.4 Any order shall be accepted entirely at our discretion. We will confirm acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the "Dispatch Confirmation"). The contract between us ("Contract") for the sale of the Products included in your order will only be formed when we send you the Dispatch Confirmation.

4.5 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

4.6 Each contract concluded between us via the Website and in accordance with these Terms shall be deemed to have been completed in England and Wales at our normal place of business at the time at which we provide the Dispatch Confirmation. Contracts will be concluded in the English language only.

4.7 You can only cancel an order (or any part of an order) which we have already accepted, with our prior agreement in writing and provided that you indemnify us in full for all costs already incurred by us in relation to that order including any reasonable administrative charges. You should print a copy of these Terms each time we conclude a Contract with you and retain them for future reference.

5. THIRD PARTIES

5.1 We may provide links on the Website to the websites of third parties, whether affiliated with us or not. We cannot give any undertaking or warranty in relation to such third party websites or to the products you purchase from third parties to whose website we have provided a link and all warranties, conditions and other terms (whether express or implied) in relation to such third party websites and products are, to the fullest extent permitted by law, disclaimed by us.

6. DELIVERY

6.1 Any dates specified by us for delivery of the Products are intended to be an estimate only.

6.2 We will endeavour to fulfil your order by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation.

6.3 Unless otherwise agreed in writing by us, delivery of the Products shall be deemed to take place at our normal place of business in normal business hours.

7. RISK AND TITLE

7.1 The Products will be at your risk from the time of delivery.

7.2 Ownership of the Products will pass to you at the time of delivery or when we receive full payment of all sums due in respect of the Products, including delivery charges (whichever is the later).

8. PRICE AND PAYMENT

8.1 The price of any Products will be as quoted on the Website from time to time, except in cases of error.

8.2 These prices include VAT where applicable but exclude delivery costs, which will be added to the total amount due as set out in our delivery information.

8.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

8.4 The Website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on the Website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on the Website, we will, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

8.5 We are under no obligation to provide the Product to you at an incorrect (lower) price, unless we have confirmed it in a Dispatch Confirmation.

8.6 Except where an invoice is requested in accordance with condition 8.8, payment for all Products must be by credit or debit card. Credit and debit cards accepted by us are as specified on the Website. On selecting the Product and accepting these Terms and Conditions, you will be directed to the Realex payments microsite operated by Global Payments which facilitates card transactions to be accepted over the Internet.

8.7 If you require an invoice, you may request this when you place the order and a Dispatch Confirmation will be issued once full payment of the invoice has been received by us.

9. REFUNDS POLICY

9.1 You will be deemed to have accepted the Products as being in accordance with the Contract unless you notify us in writing of any defect or other failure of the Products to conform with the Contract within 7 days of the date of delivery of the Products where the defect or failure would be apparent upon reasonable inspection of the Products or within a reasonable time where the defect or failure would not be so apparent within 7 days of the date of delivery, failing which you shall not be entitled to reject the Products and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Products had been delivered in accordance with these Terms.

9.2 Products, once delivered, may not be returned unless their return is agreed in advance in writing by us, and subject to the following conditions: (a) Products are returned in a pristine and unused condition with the original packaging intact; (b) Returned Products are received by us within 30 days of delivery of those Products; (a) all packaging, postage and other re-delivery costs of whatever nature are paid by you; (b) returned Products are accompanied by a written record of invoice number, date and a note of reasons for their return.

9.3 When you return a Product to us, we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. If we grant a refund then we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will use reasonable endeavours to process any refund due to you within 30 days of the day on which we confirm to you via email that you are entitled to a refund.

9.4 Products returned by you because of a genuine defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

9.5 For the return of high-value Products, we recommend that you use a recorded delivery service, as we cannot be responsible for non-delivery of returned items.

10. OUR LIABILITY

10.1 Our liability in connection with any Product purchased through the Website is strictly limited to the purchase price of that Product including the delivery charges.

10.2 This does not include or limit in any way our liability: (a) for death or personal injury caused by our negligence; (b) for fraud or fraudulent misrepresentation; or (c) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

10.3 We accept no liability for: (a) any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time (in each case whether direct or indirect); or (b) any liability arising to any third party; (c) for any indirect or consequential loss or damage of any kind; however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

10.4 Any warranties set out in these Terms are the only warranties which shall be given by us and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

11. WRITTEN COMMUNICATIONS

11.1 We will contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that

we provide to you electronically comply with any legal requirement that such communications be in writing.

12. NOTICES

12.1 All notices given by you to us must be sent by first class post to the Publication Sales Manager at our main trading address or by fax to 020 7344 1678 or by email to info@odette.org We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in condition 11. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter within the United Kingdom. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified email address of the addressee.

13. TRANSFER, ASSIGNMENT AND THIRD PARTY RIGHTS

13.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

13.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

13.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. You will be provided with written notice of any such transfer, assignment, charge, sub-contract or other disposal.

13.4 No third party shall have the benefit of or the right to enforce these Terms or any Contract made under them.

14. EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event"). We may cancel or suspend the performance of any Contract in the event of a Force Majeure Event affecting the performance of that Contract.

15. TERMINATION

15.1 We may terminate any Contract by written notice with immediate effect if: (a) you become or we believe that you are reasonably likely to become insolvent, if any steps are taken to have a liquidator, receiver or appointed over any of your assets or if you enter into a corporate voluntary arrangement as defined by the Insolvency Act 1986 or compromise any debts with creditors; or (b) you breach these Terms or any Contract; or (c) any sum payable under these Terms or any Contract is not paid within seven days of its due date for payment;

15.2 Termination of any Contract for any reason shall be without prejudice to the rights and remedies of either of us which may have accrued up to termination. On termination all sums owing pursuant to any Contract shall become immediately due and payable.

16. WAIVER

16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.3 No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver 070217 /IATF GUIDE and is communicated to you in writing in accordance with condition 12 above.

17. SEVERABILITY

17.1 If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. ENTIRE AGREEMENT

18.1 These Terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms.

18.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

19. VARIATIONS

19.1 We have the right to revise and amend these Terms from time to time.

19.2 You will be subject to the policies and Terms in force at the time that you order products from us, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Terms, unless you notify us to the contrary within seven working days of receipt by you of the Products).

20. COPYRIGHT NOTICE

All design, text, graphics and the selection or arrangement thereof are the copyright of Odette International Limited or of other copyright owners.

21. LAW AND JURISDICTION

Contracts for the purchase of Products through the Website will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.