

Terms and Conditions

The Terms and Conditions below shall govern all sales of any products to any customers (a Customer) by EMIXIT Limited (EMIXIT) within the European Union, and shall override any additional or conflicting conditions the Customer may attempt to impose. For sales to Customers outside of the European Union additional terms and conditions may apply. No variation on these Terms and Conditions shall be valid unless agreed in writing by a duly authorised representative of EMIXIT.

Registration

- Every Customer will be required to register on the EMIXIT e-commerce platform www.emixit.eu prior to placing an order.
- EMIXIT will verify the validity of Customers and perform a credit check prior to proceeding with an order. • Results of the verification process may impact on the trading terms with a given Customer.

Orders

- All orders are subject to acceptance by EMIXIT, and each order shall constitute a separate contract. • The Customer shall be responsible for ensuring the accuracy of any order.

Delivery

- EMIXIT does not operate a Sale or Return policy.
- Any order or portion thereof may be suspended or cancelled by EMIXIT without liability in the event of any contingency which hinders the manufacture, supply or delivery of any goods.
- EMIXIT will deliver goods to the Customers premises within the EU working with reputable transport companies. For orders outside of the EU delivery or collection of goods may apply.
- EMIXIT shall not be liable for any loss caused by delay in collection or delivery of goods. Under no circumstances shall the time and availability of delivery or collection be of the essence of the contract. • Although every effort will be made to ensure product availability for mixed orders, actual availability can only be guaranteed once the order has been approved for payment by the Customer.
- All transactions are subject to the rules of Incoterms 2010 published by International Chamber of Commerce (ICC), but in the event of any inconsistency between these Terms and Incoterms 2010, these Terms and Conditions shall apply.
- The goods are at the risk of the Customer from the moment of delivery, or collection by Customer if applicable.
- Charges may be levied for goods not collected on agreed date, or for other reasons causing goods to be returned.
- The Customer undertakes, warrants and represents that, notwithstanding any other provision in these Terms and Conditions, where any order placed by the Customer includes any good(s) which contain alcohol and to which any duties, taxes or other levies (Taxation) attach on account of such alcoholic content either in the place of delivery of such order or any other jurisdiction or territory (Alcoholic Goods), it shall be solely responsible for ensuring that all liabilities to Taxation which attach to the supply of such Alcoholic Goods by EMIXIT to the Customer under these Terms and Conditions shall be satisfied in full (without set-off or withholding) and on time to the relevant administrative, governmental, judicial or regulatory agencies or bodies in all relevant jurisdictions or territories and the Customer shall (or shall procure that its personnel shall) submit to EMIXIT or other company designated by EMIXIT such documentary evidence of the Customer's compliance with this provision as EMIXIT shall require from time to time. The Customer shall indemnify, keep indemnified and otherwise hold EMIXIT harmless against any of the following whatsoever, howsoever or wheresoever caused or arising:
 1. all actions, proceedings, liabilities (including direct or indirect liabilities) claims or demands;
 2. all losses or damages (including indirect, consequential or special losses or damages); and
 3. all reasonable out-goings, reasonable costs, reasonable expenses (including legal expenses) which are awarded against, incurred by, paid by, taken or issued against EMIXIT or EMIXIT's personnel due to, or as a result of, a breach of this clause by the Customer or its personnel (or any negligence or failure of the Customer or its personnel in performing its obligations under this clause). In the event of any conflict between this clause and any other provision(s) of these Terms and Conditions, this clause shall prevail.

Products

- Products will be supplied with adequate expiry dates for the UK market, but EMIXIT accepts no responsibility in cases where this is not sufficient for the importing country. In no cases shall the expiry date of products be of the essence of the contract.
- EMIXIT reserves the right without liability to substitute products where it feels this would represent better value to the Customer (for example, to promotional packs).
- EMIXIT warrants that all products supplied shall conform with all relevant UK legislation, but shall have no liability for ensuring that the products it supplies shall conform with the legislation of any jurisdiction other than the UK.
- It is the responsibility of the Customer to ensure that products ordered are acceptable under the laws of the importing country with respect to their labelling, packaging or ingredients or any other consideration in relation to them (and if requested should prove compliance with local legislation) (the Customer's Responsibility).
- In the event that the law of any jurisdiction into which the products are to be supplied imposes any requirements in respect of their labelling, packaging or ingredients or any other consideration in relation to them, the Customer shall notify EMIXIT of such requirements (including in relation to any packaging or labelling assistance it requires EMIXIT to provide) when accepting EMIXIT's quotation for the supply of the products in accordance with these Terms and Conditions.
- Having consideration always for its obligation to comply with the Customer's Responsibility and to the extent that EMIXIT assists the Customer in relation to the packing or labelling of any product, the Customer must (before the same is applied to any product) approve in writing any labelling and packaging to be used in connection with the supply and sale of products in the importing country and produced or otherwise supplied by EMIXIT, thereby warranting, representing and undertaking to EMIXIT that such labelling and packaging complies with domestic law of the importing country when applied to such products (Approved Content).
- EMIXIT makes (and the Customer shall be entitled to rely upon) no warranty, representation, statement, recommendation or promise:
 1. as to the accuracy or completeness of any Approved Content or any of the information contained within it; or
 2. that the Approved Content complies (in whole or in part) with any legal or regulatory framework of requirements that applies to the territory or territories into which the relevant products are to be imported or supplied under or in connection with these Terms and Conditions; and the parties agree that EMIXIT shall otherwise hold no liability (either to the Customer or to any third party) in connection with the use of any Approved Content on or in connection with any products supplied by EMIXIT to the Customer.
- EMIXIT shall have no liability for ensuring that the products supplied conform with the legislation of any jurisdiction other than the UK and EU (and, in the case of the EU, EMIXIT shall have such liability to the extent only that the same applies in the UK).
- Hazardous Cargo - Details of any hazardous or dangerous goods ordered by Customers will be automatically provided to hauliers, who may have to make arrangements under the International Maritime Dangerous Goods Code (IMDG) or Road/Air equivalents (ICAO, ADR, RID).
- Restricted Products/ Pharmaceutical/ Medicinal Products - EMIXIT does not carry pharmaceutical and/ or medicinal products licensed for re-sale in other EU Member States. Retailers, wholesalers and customers in the EU must have a licence to sell nationally regulated and packaged products and EMIXIT accepts no liability for any loss caused by a retailer, wholesaler or Customer's failure to obtain the correct licence(s).
- Products will be loaded on untreated pallets. If treated pallets are required EMIXIT must be advised in advance; charges will apply.

Claims

- All goods must be inspected by the consignee upon receipt, and any claim by the Customer based on any defect in quantity, quality or condition of the goods must be reported in writing to EMIXIT within 24 hours and must include where appropriate photographic evidence otherwise the goods will be deemed to have been accepted by the Customer.

- Where there is a valid claim based on any defect of quantity, quality or condition, EMIXIT may at its absolute discretion issue a credit note equal to part of but not more than the invoice price of the goods in question, and shall have no further liability to the Customer.
- Subject as expressly provided in these terms all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- The buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination, including labelling and packaging, and for the payment of local taxes and duties thereon and if requested should prove compliance with local legislation and payment of the said taxes and duties to the satisfaction of EMIXIT.
- Except in respect of death or personal injury caused by EMIXIT's negligence, EMIXIT shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law or under the express terms of any agreement for any loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever whether caused by the negligence of EMIXIT, its employees or agents or otherwise which arise out of or in connection with the sale or supply of goods, including any delay in supplying or failure to supply the goods in accordance with the express terms of any agreement, or their use or resale by the Customer, and the entire liability of EMIXIT under or in connection with any agreement for the sale of goods to the Customer by EMIXIT shall not exceed the price for the goods.
- The Customer agrees fully to indemnify, keep indemnified, and hold EMIXIT harmless on demand against all losses, costs, claims, fines, demands, expenses and actions which EMIXIT may suffer or incur as a result of the Customer's breach either of any of these Terms and Conditions, or as a result of, or in connection with, EMIXIT's supply of products to the Customer hereunder, or as a result any resale or supply of products by the Customer to any third party in any territory, including any legal costs incurred by EMIXIT in connection with such breach, resale or supply by the Customer.

Payment

- The Price of the goods shall be as set out in the Quotation and Pro-Forma Invoice.
- VAT shall be charged to those Customers trading within the United Kingdom, and to those Customers within the EU who are not officially registered for intra-EU trade.
- Credit facilities may be extended at the discretion of EMIXIT. EMIXIT reserves the right to withdraw such facilities at any time.
- In the event that the Customer fails to make payment when it becomes due, EMIXIT reserves the right to: a) defer or cancel pending or further orders; b) charge interest on any sums due at the rate of 1% per month (or part thereof); and c) charge to the Customer all expenses including legal fees which may be incurred in recovering such outstanding sums.
- EMIXIT will inform the Customer of the Debt Collection Agency (DCA) it uses to collect unpaid debts. Customers experiencing financial difficulties may suggest a repayment proposal at the time payment is due, subject to approval by DCA. If a repayment proposal is not received promptly, the debt may be referred to DCA, who may charge the Customer an additional administration fee. Data provided to DCA is securely held and passed to external legal advisers, tracing agents and third party agents where appropriate, only for the purpose of carrying out debt recovery and associated collection activities, in accordance with the 1998 Data Protection Act.
- Payment will be accepted only in the form of an electronic bank transfer.

Retention of Title

- Notwithstanding the passing of risk in the goods, title in the goods shall not pass to the Customer until EMIXIT has received payment in full for the goods, together with payment of all other sums due. The Customer shall hold such goods as EMIXIT's fiduciary agent and bailee, and shall keep such goods separate from all other goods, properly stored, protected and insured in such a way that they remain readily identifiable as EMIXIT's property.
- The Customer grants to EMIXIT its agents and employees an irrevocable licence at any time to access the premises where the goods are stored in order to inspect them or where the Customer's right to possession has terminated, to recover them.

- Notwithstanding that Title in the goods has not passed to the Customer, the Customer shall be entitled to sell the goods in the ordinary course of business.

- Pending the transfer of Title in the goods to the Customer, the Customer shall forthwith upon written request deliver the goods to EMIXIT, and hereby authorises EMIXIT to enter into any premises where the goods are located to repossess the goods, in the event of default.

Agency Agreements

- Under no circumstances shall the supply of any goods to a particular Customer be interpreted by the Customer or any party as the granting of exclusive agency status for any particular market, brand or product by EMIXIT.

- No agency agreements shall be entered into by EMIXIT except when specifically negotiated and confirmed in writing between a duly authorised representative of EMIXIT and the parties involved.

- All goods are supplied to Customers under these Terms and Conditions on the understanding that they shall not be re-exported into the UK (or any other territory within the European Union from time to time) without the express authority of EMIXIT.

- The Customer will at all times keep confidential all information acquired in consequence of or pursuant to these Terms and Conditions.

- A notice to be given by either party to the other under these Terms and Conditions shall be in writing addressed to that other party at its registered office or principal place of business.

Bribery and Corruption

- For the purpose of this section of these Terms and Conditions: (i) Act means the Bribery Act 2010; (ii) Adequate Procedures means such procedures as are required so as to comply with section 7(2) of the Act (and any guidance issued under section 9 of the Act; (iii) Anti-Bribery Laws means all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including, but not limited to the Act; (iv) Anti-Bribery Policies means EMIXIT's ethics, anti-bribery and anti-corruption policies (which are available for review on reasonable notice at the registered office of EMIXIT) and any relevant industry code on anti-bribery, in each case as EMIXIT or the relevant industry body may update them from time to time; and (v) Associated Person shall have the meaning given to such expression in section 8 of the Act.

- To the extent that any Anti-Bribery Laws apply to any aspect of the relationship between EMIXIT and the Customer, including any Associated Persons of either, the Customer shall comply with any Anti-Bribery Laws and the Anti-Bribery Policies, and have and maintain in place its own policies and procedures, including, but not limited to, Adequate Procedures to ensure compliance with the Anti-Bribery Laws and the Anti-Bribery Policies, and will enforce them where appropriate.

- The Customer shall promptly report to EMIXIT any offer, promise, or giving of, or any request for, agreement to receive, or acceptance of any undue financial or other advantage of any kind, to or by the Customer or EMIXIT, or any Associated Persons of either of the same, in connection with the sales of any goods to any Customers by EMIXIT.

- If so required by EMIXIT at any time, the Customer shall certify to EMIXIT in writing, signed by an officer of the Customer, compliance with this section of these Terms and Conditions by the Customer and all of its Associated Persons, providing also such supporting evidence of compliance as EMIXIT may reasonably request.

- The Customer shall ensure that any Associated Person of the Customer who is undertaking any activity in connection with the sales of any goods to any Customers by EMIXIT does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Customer in this section of these Terms and Conditions, and the Customer shall be responsible for the observance and performance by such persons of the same, and shall be directly liable to EMIXIT for any breach by such persons of any of the same.

- The Customer hereby warrants to EMIXIT that there has been no breach by it of the Anti-Bribery Laws and the Anti Bribery Policies in connection with the procurement and/or negotiation of the sales of any goods to any Customers by EMIXIT.

- The Client declares that he / she has read the Terms of Web-site Use Policy and Privacy Statement.

General

These Terms and Conditions, constitute the entire agreement and understanding of the parties and supersede all prior agreements, representations (excluding fraudulent misrepresentations), writings, proposals, negotiations, understandings, communications, oral or written, express or implied between the parties regarding the subject matter of these terms and conditions and to the extent permitted by law and neither party is relying on any representations made that are not expressly included in these Terms and Conditions. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded under these Terms and Conditions.

Jurisdiction

These Terms and Conditions, and all transactions between EMIXIT and any of our Customers are governed by the laws of England and Wales. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

These terms were last updated on 1st November 2017.