

CUSTOMER TERMS

The terms set out below (Terms) (together with the [Macrigi Privacy Policy](#) and the Macrigi [Website Terms of Use](#)) tells you information about us and the basis on which you may make use of the Macrigi website, www.Macrigi.com (the "Site") to browse the Site and/or buy any of the products ("Products") listed on the Site.

Macrigi Ltd. trading as Macrigi ("Macrigi") operates the Macrigi website. Macrigi Ltd. is a company registered in England under company number 09787379 and with its registered office at : 207 High Street Stoke On Trent ST6 5EG. To contact us, please see our [Contact page](#).

The Site is a marketplace for independent third party sellers (each a Seller with their own shop ("Seller Shop")) to sell Products/Services to retail and wholesale.

Please note that although Macrigi provides the marketplace to help facilitate transactions, which are carried out through the Site, Macrigi is neither a buyer nor a seller of the Products. Therefore, we recommend that before placing an order, you make sure that you are happy with the Terms and the Seller.

Should you proceed to purchase a Product through the Site the contract is formed solely between you and the Seller ("Contract"). Macrigi is not a party to that Contract, is not liable for the Contract or any claim or dispute arising out of or in connection with it nor is Macrigi acting as the Seller's agent. Therefore, the Terms set out below apply to the Contract between you and the Seller and references in the Terms to "we", "us" and "our" shall relate to the Seller.

A Contract will comprise of these Terms (and any other documents referred to therein), and the information on the Seller Shop.

The Terms (and the documents referred to in them) may be updated from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on January the 22th, 2020.

Terms of Contract with Seller

These Terms will apply to any Contract between you and the Seller for the sale of Products to you. Please read these Terms carefully and make sure that you understand them, before ordering any Products from the Site. Please note that before placing an order you will be asked to agree to these Terms by checking the tick box before submitting your order. If you refuse to accept these Terms, you will not be able to order any Products from the Site.

You should print a copy of these Terms or save them to your computer for future reference.

These Terms, and any Contract between you and the Seller, are only in the English language.

1 Information About Sellers

Information on each Seller including its company name, company number, registered office and where applicable its trading address and VAT number is available on the Seller Shop.

2 Our Products

2.1 The images of the Products on the Site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on the Site have a 5% tolerance.

2.3 The packaging of the Products may vary from that shown on images on the Site.

2.4 All Products shown on the Site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will process a refund of the full amount to your payment card as soon as practicably possible.

3 Use Of This Site

3.1 Your use of the Site is governed by [Macrigi Website Terms](#) of Use. Please take the time to read this document, as it includes important terms which apply to you.

3.2 In particular, you agree:

3.2.1 to post or publish feedback on Sellers or Products which is honest, fair and factual; and

3.2.2 to refrain from posting or publishing any content or materials which are libellous, slanderous, offensive, incorrect, misleading or inaccurate in any way

3.3 Due to the volume of Seller and Products on the Site we are unable to review all comments given in the feedback sections. Therefore we ask you to let us know immediately by contacting us by email at support@macrigi.com, to bring our attention to any defamatory, illegal or offensive posts. We will then review these and take the appropriate action.

3.4 You acknowledge and accept that your failure to use the Site in accordance with these Terms and any document referred to in these Terms may result in your access to the Site being blocked.

4 How We Use Your Personal Information

Your personal information will be used in accordance with the [Macrigi Privacy Policy](#). Please take the time to read this document, as it includes important terms which apply to you.

5 If You Are A Consumer

This clause 5 only applies if you are a consumer.

5.1 If you are a consumer, you may only purchase Products from the Site if you are at least 18 years old.

5.2 Certain Products on the Site can only be purchased if you satisfy the legal age requirement for that product. We are not allowed by law to supply these Products to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order these Products through the Site. These Products are:

5.2.1 Tobacco products and any substitute for tobacco – minimum age: 18;

5.2.2 Spirits and other alcohol – minimum age: 18;

5.2.3 Fireworks – minimum age: 18;

5.2.4 Knives – minimum age: 18;

5.2.5 Party poppers – minimum age: 16;

5.2.6 Glues and solvents – minimum age: 18;

5.2.7 Butane lighter refills – minimum age: 18;

5.2.8 Spray paints – minimum age: 16; and

5.2.9 DVD and computer games – minimum age: 12, 15 or 18 as detailed on the packaging.

5.3 You acknowledge and accept that we may perform proof of age checks when you make an order for a Product. Please note that in proceeding to order a Product through the Site, you consent to these checks being carried out. If you do not consent to these checks being carried out, you should not order Products through the Site.

5.4 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6 If You Are A Business Customer

This clause 6 only applies if you are a business

6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use the Site to purchase Products.

6.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or any document expressly referred to in them.

7 How The Contract Is Formed Between You And Us

7.1 For the steps you need to take to place an order on the Site, please refer to the indications you will find during the purchase process..

7.2 Our order process allows you to check and amend any errors before submitting your order. Please take the time to read and check your order at each page of the order process.

7.3 After you place an order, you will receive an e-mail from us acknowledging that we have received your order ("Order Confirmation"). However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 7.4. Without affecting your rights to return the Product(s) set out in these Terms, you can cancel your order for a Product at no cost to you at any time before we dispatch the Product(s) to you.

7.4 The Contract between us will only be formed when we dispatch your Product(s) to you.

7.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on the Site as referred to in clause 12.5, we will inform you of this by e-mail and we will process a refund of the full amount to your payment card as soon as practicably possible.

8 Macrigi's Right To Vary These Terms

8.1 These Terms may be updated from time to time in the following circumstances:

8.1.1 changes in how we accept payment from you; and

8.1.2 changes in relevant laws and regulatory requirements.

8.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

8.3 Whenever we revise these Terms in accordance with this clause 8, we will keep you informed and give you notice of this by stating on the Site that these Terms have been amended.

9 Your Consumer Right Of Return And Refund

This clause 9 only applies if you are a consumer.

9.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000 during the period set out below in clause 9.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

9.2 However, this cancellation right does not apply in the case of:

9.2.1 any products made to your specification, clearly personalised, custom-made or commissioned in any way;

9.2.2 newspapers, periodicals or magazines;

9.2.3 perishable goods, such as food, drink or fresh flowers;

9.2.4 software, DVDs or CDs which have a security seal which you have opened or unsealed..

9.3 Your legal right to cancel a Contract starts from the date on which we dispatch the Product(s) to you, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.

9.4 To cancel a Contract, please login to your customer account ("Customer Account") here: Customer Account Login, find the order from the list of recent orders, locate the specific product(s) and select the cancel option to begin the process. Your cancellation is effective from the date you submitted the cancellation through the system on the Site.

9.5 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 14 calendar days of the day on which you gave us notice of cancellation as described in clause 9.4 provided that we receive the returned Product(s) in the condition you received them/it in. If you returned the Products to us because they were faulty or mis-described, please see clause 9.6.

9.6 If you have returned the Products to us under this clause 9 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

9.7 We will refund you on the credit card or debit card used by you to pay within 14 days of you requesting the refund through the online system, provided that where you are due to return the Product(s) to us, you have done so within 14 days of the Seller requesting that you do so.

9.8 If the Products were delivered to you:

9.8.1 you must return the Products to us as soon as reasonably practicable. If the Products require collection, we may arrange to collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;

9.8.2 unless the Products are faulty or not as described (in this case, see clause 9.6), you will be responsible for the cost of returning the Products to us or, where relevant, the cost of us collecting the Products from you. Where a collection is possible, we will confirm the charges for a collection of the Products before arranging a collection with you;

9.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

9.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Order Confirmation.

9.10 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 9 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

10 Delivery

10.1 Your order will be fulfilled by the estimated delivery date set out in the Order Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we may contact you with a revised estimated delivery date.

10.2 Delivery will be completed when we deliver the Products to the address you gave us.

10.3 The Products will be your responsibility from the completion of delivery.

10.4 You own the Products once we have received payment in full, including all applicable delivery charges.

11 International Delivery

11.1 We deliver to the countries set out on each Seller Shop (Delivery Destinations). However there are restrictions on some Products for certain Delivery Destinations, so please review the information on each Seller Shop together with the associated costs carefully before ordering Products.

11.2 If you order Products from the Site for delivery to a Delivery Destination which is international, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

11.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

11.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

12 Price Of Products And Delivery Charges

12.1 The prices of the Products will be as quoted on the Site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 12.5 for what happens in this event.

12.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with an Order Confirmation.

12.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being.

12.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on the Site. To check relevant delivery charges, please refer to the relevant Seller Shop for the Product you are ordering

12.5 The Site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on the Site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

12.5.1 where the Product's correct price is less than the price stated on the Site, we will issue you with a refund for the difference between the price you paid and the actual price of the Product. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and

12.5.2 if the Product's correct price is higher than the price stated on the Site, we will contact you by email as soon as possible to inform you of this error and we will give you the option of cancelling your order or cancelling your order and then continuing to purchase the Product at the correct price. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process within 7 days, we will treat the order as cancelled and notify you in writing.

13 How To Pay

13.1 You can only pay for Products using any major debit or credit card through Macrigi 's online payment processing system. We accept the following cards: Visa Debit, Visa Credit, MasterCard Debit, MasterCard Credit, American Express (AMEX). Through Paypal, Gocardless or Bank Transfer. The currency displayed will always show in GBP (£) and Euro (€).

13.2 Payment for the Products and all applicable delivery charges is in advance. After the credit or debit card charge is approved, we will dispatch your Products using the shipping method you selected on purchase.

13.3 Please note that your payment made through the Site will be received by us (the Seller) not Macrigi . These arrangements shall not affect any rights that you may have against us under these Terms.

14 Manufacturer Guarantees

14.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

14.2 If you are a consumer, a manufacturer's guarantee is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15 Our Liability

15.1 Where the Products are supplied for use by your business, you agree not to use the Product for any re-sale purposes.

15.2 Nothing in these Terms limit or exclude our liability for:

15.2.1 death or personal injury caused by our negligence;

15.2.2 fraud or fraudulent misrepresentation;

15.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

15.2.4 breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

15.2.5 defective products under the Consumer Protection Act 1987.

15.3 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract. Subject to clause 15.2, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.4 Subject to clause 15.2, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the Products.

15.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes

16 Using Vouchers And Loyalty Points

16.1 Both vouchers and loyalty points are available to buy and use through the Site. Please see our Vouchers and Loyalty Points Terms for further information.

17 Events Outside Of Our Control

17.1 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 an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

17.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation, acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

17.3.1 we will contact you as soon as reasonably possible to notify you; and

17.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control

affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

18 Communications Between Us

18.1 When we refer, in these Terms, to "in writing", this will include e-mail.

18.2 If you are a consumer:

18.2.1 To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you must contact us in writing by submitting a notification through your Customer Account. You may wish to keep a copy of the cancellation notification which you submit for your own records. Your cancellation is effective from the date you submitted the cancellation through the system on the Site. If you wish to contact us in writing for any other reason such as a complaint, you can send this to us by pre-paid post to Macrigi Ltd. At 1 College Yard, 56 Winchester Avenue, London NW67UA.

18.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

18.4 If you are a business, please note that any notice given by you to us, or by us to you, 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. 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 e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19 Other Important Terms

19.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.

19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

19.3 The Contract is between you and us and subject to clause 19.4 no other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

19.4 Macrigi shall be entitled to enforce the Contract and Terms under the Contracts (Rights of Third Parties) Act 1999.

19.5 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by

you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.7 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through the Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England will have exclusive jurisdiction.

19.8 If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England.

19.9 We will not file a copy of the Contract between us.