



## **Terms & Conditions**

Welcome to the [www.giorry.com](http://www.giorry.com) website (the "Website") Terms and Conditions. Giorry Ltd. ("Giorry", "we", "us" or "our") provides the services available on the Website. Your use of this Website is governed by these Terms and Conditions as set out below. By using any part of this Website, completing your customer registration with us and/or placing an order on the Website you agree to be bound by the Terms and Conditions.

### **1. Use of the website**

#### **About Giorry**

Giorry Limited is the supplier of the goods and our registered office address is 23 Tangmere, Willan Road, London, N17 6NB, UK. Company registration number: 07066249. VAT registration number GB 980 7401 13.

#### **Eligibility**

To be eligible to purchase goods on this Website and to lawfully enter into and form contracts on this Website under English law you must:

- a) be aged 18 or older; and
- b) be the holder of a valid debit/credit card.

You warrant that the personal information, which you provide when you register and purchase goods as a customer is true, accurate and current in all respects. If your personal information changes then please notify us immediately by contacting our data controller Aidan McCarthy email [aidan.mccarthy@giorry.com](mailto:aidan.mccarthy@giorry.com) or by writing to us at Giorry Ltd, 23 Tangmere, Willan Road, London, N17 6NB, UK. Alternatively if you are a registered customer you can update your details through the "my account" page.

You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

#### **Privacy**

Please review our Privacy Policy, which explains our use of information you provide via the Website, so that you may understand our privacy practices.

## **Language**

This contract shall be concluded in English.

## **2. Placing an order and order acceptance**

You place your order request for goods from the Website by clicking on the confirm order button at the end of the on-line order process. You will be guided through the process of placing an order by a series of simple instructions on the Website.

Once you have placed your order, we will send to you an acknowledgement providing you with a payment reference and the value of your order, which has been debited from your credit/debit card. This is not an order confirmation or order acceptance from Giorry.

Unless we have notified you that we do not accept your order or you have cancelled your order in accordance with the Cancellation section of the Site, our acceptance of your order and the completion of the contract between you and us will take place when we have dispatched the goods ordered by you. To cancel your order after it has been dispatched to you, you will need to follow the Returns Policy & Procedures.

If you require a VAT invoice or require any information regarding your order(s) please contact our sales team email [sales@giorry.com](mailto:sales@giorry.com)

We may not accept your order if an item you have ordered is out of stock, we are unable to obtain authorisation for your payment or if we identify a product or pricing error. We reserve the right to reject any offer to purchase by you at any time. If we are unable to fulfil your order following our order acknowledgement, we will contact you by email or telephone advising you of this. See Cancellation and Returns procedures set out in Section 10 below.

### **Giorry will NOT ship to the following countries:**

Belarus  
Burma/Myanmar  
Democratic Republic of Congo  
Eritrea  
Federal Republic of Yugoslavia & Serbia  
Iran  
Iraq  
Ivory Coast  
Lebanon  
Syria  
Liberia  
North Korea  
Republic of Guinea  
Somalia  
Sudan  
Zimbabwe  
Cuba  
Balkans

### **3. Your Giorry Customer Account**

By using the Website and registering your personal details, you agree to keep your password and account details confidential, and to take all reasonable measures to prevent unauthorised access to your account. You are responsible for all actions that occur in relation to your account. If you have reason to believe that your password has become known to somebody else, or is likely to be used in any way that is unauthorised by you, you should contact us immediately. If you forget your password we will reset it upon your request and send it to the email address you registered with. All the Personal Information that you provide will be held in accordance with the Privacy Policy.

Your account can be cancelled at any time by contacting our data controller Aidan McCarthy email [aidan.mccarthy@giorry.com](mailto:aidan.mccarthy@giorry.com) or by writing to us at Giorry Ltd, 23 Tangmere, Willan Road, London, N17 6NB, UK.

### **4. Description of Products**

We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information including product descriptions appearing on this Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a product until your order is accepted in accordance with our order acceptance policy. (See 2. above.)

### **5. Payment**

All prices indicated for products available via the Website are inclusive of VAT (where applicable) at the current rates and are exclusive of delivery charges. The total cost of your order is the price of the products ordered plus VAT and delivery charges as set out in the delivery section of the Website. Payment can be made by any of the methods specified in the Payment section of this Website and payment will be debited and cleared from your account as set out in the payments section of this Website.

You confirm that the credit or debit card that is being used is yours.

All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to, or subsequently refuses to, or does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.

### **6. Passing of Property**

We will retain the legal ownership of the goods until you have made full payment and such payment has been received by us. Legal ownership of the goods will immediately revert to us if we refund any such payment to you.

### **7. Risk**

Risk in the goods will pass to you on delivery to you.

### **8. Delivery**

We will deliver the goods in accordance with the delivery option selected by you during the order process. Any delivery timescales quoted to you are indicative only. Orders may be delivered in one or more delivery.

Giorry does not accept any liability whatsoever for delayed delivery caused by any third party. As soon as you have received the goods, you will assume all risk in the goods. Upon delivery of the goods to you, we will also provide you with sufficient details to enable you to:

- a) exercise your right of cancellation; and
- b) address any intended cancellation or complaints to the correct place of business.

## **9. Acceptance**

Upon receipt of the goods you must inspect the goods and you will be deemed to have accepted the goods unless you notify us that you have cancelled the order and/or you return the goods in accordance with the returns procedures. If no such action is taken, we shall not be obliged to accept any rejection of the goods at a later date. Your statutory rights are not affected.

If you have not received the entire order as detailed in the order confirmation email sent to you when an order is received, please contact our sales team [sales@giorry.com](mailto:sales@giorry.com) or by writing to us at Giorry Ltd, 23 Tangmere, Willan Road, London, N17 6NB, UK.

## **10. Cancellations and Returns Procedures**

Please note that you may cancel this contract if you give us notice by email at any time before the expiry of a period of 7 working days beginning with the day after the day of delivery of the goods.

Should you wish to cancel your order before it has been dispatched, please follow the instructions "How to cancel an order" which can be found in our FAQ Document. If your order has already been dispatched, please follow the instructions "How to Return an order" which can also be found in our FAQ Document.

Your statutory rights are not affected.

## **11. Complaints**

If you wish to complain about any matter in respect of the goods please contact our sales team email [sales@giorry.com](mailto:sales@giorry.com) or by writing to us at Giorry Ltd, 23 Tangmere, Willan Road, London, N17 6NB, UK.

## **12. Accuracy of Information**

We attempt to be as accurate as possible when describing products on the Website; however, to the extent permitted by applicable law, we do not warrant that product descriptions, colours or other content available on the Website are accurate, complete, reliable, current, or error-free.

## **13. Product Samples**

Any products and services, and any samples thereof, we may provide to you are for personal use only. You may not sell or re-sell any of the products or services, and any samples thereof you receive from us.

#### **14. Intellectual Property**

All content available on the Website, including, but not limited to, text, graphics, logos, button icons, images, audio/visual clips, data compilations, and software, and the compilation thereof (the "Content") is the property of Giorry, our affiliates, our partners or our licensors, and is protected by UK and international copyright laws.

The trade marks, logos, and service marks displayed on the Website (collectively, the "Trade Marks") are the registered and unregistered marks of Giorry, our affiliates, our licensors or our partners, in the UK, United States and other countries, and are protected by UK and international trade mark laws. All other Trade Marks not owned by us, our affiliates, our partners or our licensors that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

Except as set forth in the limited licence in Section 15 below, or as required under applicable law, neither the Content, the Trade Marks, nor any other portion of the Website may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in full or in part, for any purpose without our prior written consent.

#### **15. Limited Licence**

We grant you a limited, revocable, and non-exclusive licence to access and make personal use of the Website. Please note that you may not frame or utilise framing techniques to enclose the Website or any portion thereof without our prior written consent.

The limited licence set forth in this Section 15 does not include the right to:

1. modify or download the Website or its contents (except caching or as necessary to view content);
2. make any use of the Website or its Content other than personal use;
3. create any derivative work based upon either the Website or its Content;
4. collect account information for the benefit of another party;
5. use any meta tags or any other "hidden text" utilising our name or the Trade Marks without our express written consent; or
6. use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Website for personal, non-commercial use only. A website that links to our Website may:

- a) link to, but not replicate, our Content;
- b) not imply that we are endorsing such website or its services or products;
- c) not misrepresent its relationship with us;
- d) not contain content that could be construed as distasteful, obscene, offensive or controversial, and may contain only content appropriate for all ages;
- e) not portray us or our products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions;
- f) not use any trade mark without express written permission; and
- g) not link to any page of the Website other than the home page. We may, in our sole discretion, request that you remove any link to the Website, and upon receipt of such request, you shall immediately remove such link.

Any unauthorised use by you of the Website terminates the limited licence set forth in this Section 15 without prejudice to any other remedy provided by applicable law.

### **16. Third Party Links**

We are not responsible for the content of any off-Website pages or any other websites linked to or from the Website. Links appearing on the Website are for convenience only and are not an endorsement by us, our affiliates or our partners of the referenced content, product, service, or supplier. Your linking to or from any off-Website pages or other websites is at your own risk.

We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-Website pages or any other websites linked to or from the Website, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy statements and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-Website pages and other websites that you visit.

### **17. Submissions**

We welcome inquiries or feedback on the products you use or might like to purchase; however, it is our policy to decline unsolicited suggestions and ideas. Notwithstanding our policy with regard to unsolicited suggestions and ideas, any inquiries, feedback, suggestions, ideas or other information you provide us (collectively, "Submissions") will be treated as non-proprietary and non-confidential. Subject to the terms of our Privacy Policy, by transmitting or posting any Submission, you hereby grant us a non-exclusive, royalty-free, transferable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute, and display any Submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works. You also acknowledge that your Submission may not be returned and we may use your Submission, and any ideas, concept or know-how contained therein, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products.

If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission. You further represent and warrant that such Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam". You may not use a false email address, impersonate any person or entity, or otherwise mislead us as to the origin of any Submission. You agree to indemnify us for all claims arising from your claims to any rights in any Submission.

### **18. Representations and Warranties: Limitation of Liability**

The Website is presented "as is". We make no representations or warranties of any kind whatsoever, express or implied, in connection with these terms or the Website, including but not limited to warranties of satisfactory quality, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable.

You agree that, to the fullest extent permitted by applicable law, we will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances, for any

- a) interruption of business;
- b) access delays or access interruptions to the Website;
- c) data non-delivery, misdelivery, corruption, destruction or other modification;
- d) loss or damages of any sort incurred as a result of dealings with or the presence of off-Website links on the Website;
- e) computer viruses, system failure or malfunction which may occur in connection with your use of the Website, including during hyperlink to or from third party websites;
- f) any inaccuracies, omissions or misleading, false or deceptive statement in the content;  
or
- g) events beyond our reasonable control.

Further, to the fullest extent permitted by law we will not be liable for any direct, indirect, special, incidental, or consequential damages of any kind (including lost profits) related to the Website regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum aggregate liability exceed one hundred pounds (£100.00). Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, in such countries, our liability is limited to the maximum extent permitted by applicable law.

### **19. Indemnification**

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable legal fees, resulting from any third party claim, action, or demand resulting from your use of the Website. You also agree to indemnify us for any loss, damages, or costs, including reasonable legal fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

## **20. Disputes**

To the fullest extent permitted by applicable law, any dispute relating in any way to your visit to the Website and any purchase by you of any goods from Giorry shall be submitted to confidential arbitration in London, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in the English Courts, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the International Chamber of Commerce. The arbitrator's award shall be binding and may be entered as a judgement in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. To the extent arbitration is not permitted by applicable law, any dispute relating in any way to your visit to the Website shall be submitted to an appropriate court or other judicial body in London, and all applicable provisions of this Section 20 shall apply.

## **21. General**

You acknowledge and agree that these Terms and Conditions, together with our Privacy Policy, constitute the complete and exclusive agreement between us concerning your use of the Website and any purchase by you of any goods from Giorry, and supersede and govern all prior proposals, agreements, or other communications.

If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable in whole or in part, then these Terms and Conditions shall continue to be valid as to the other provisions and the remainder of the affected provision. Any waiver of any of the provisions of these Terms and Conditions by Giorry shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of these Terms and Conditions.

No failure to exercise and no delay on the part of either party in exercising any right, remedy, power or privilege of that party under these Terms and Conditions and no course of dealing between the parties shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies provided by these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law. Time shall not be of the essence of these Terms and Conditions as regards any of the times, dates and/or periods mentioned herein.

Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us.

We reserve the right to change these Terms and Conditions at any time and we encourage you to revisit these Terms and Conditions periodically to ensure that you are at all times fully aware of our Terms and Conditions. Any changes are effective immediately upon posting to the Website. Your continued use of the Website constitutes your agreement to all such Terms and Conditions.

We may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Website.

We reserve the right to refuse to supply goods to any person for any reason whatsoever, to withdraw any goods from the Website at any time and/or remove or edit any materials or content on the Website. We will not be liable to you or any third party by reason of our withdrawing of any goods from this Website whether or not such goods have been sold; removing or editing content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun. If you have any questions regarding these Terms and Conditions, please contact us by writing to us at Giorry Ltd, 23 Tangmere, Willan Road, London, N17 6NB, UK.

## **22. Governing Law**

English law shall govern your use of this Website and any purchase by you of any goods from Giorry and the parties hereto submit to the exclusive jurisdiction of the English courts.