

# Terms & Conditions

GEMM Productions General Trading FZC

Terms and conditions for online sales to consumers

Revision Date: 01.05.2018

## 1. Information about us and our terms of sale.

1.1. We are GEMM Productions General Trading FZC, a company registered in United Arab Emirates under company number 1738 and with our registered office at 1<sup>st</sup> Floor, Shmokh Building, Umm Al Quwain (“we”, “our” “us”). Our TRN number is 100 388 531 400 003.

1.2. This page (together with our [Legal Policy](#)) gives you information about us and the legal terms and conditions (the “Terms”) on which we sell any of the products (“Products”) listed on our website, <https://www.gemmproductions.com>, (“our Site”) to you. Your use of our Site is governed by the Terms.

1.3. These Terms will apply to any contract between us for the sale of Products to you (the “Contract”). Please read these Terms carefully and make sure that you understand them before ordering any Products from our Site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our Site.

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

1.5. We reserve our right to amend these Terms from time to time as set out in clause 5. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

1.6. You must be over the age of 18 years to place an order with us and we reserve the right not to accept an order where we reasonably believe that you do not meet this requirement.

1.7. These Terms together with our order form constitute the whole agreement between the parties and supersede any prior promises, representations, undertakings or implications whether written or oral.

1.8. We request that you note the right of cancellation in clause 6 and the limitation of liability in clause 14.

## 2. Our Products

2.1. The images of the Products on our 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 as may the packaging.

2.2. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our Site may vary slightly from that listed.

2.3. You accept that we are not liable in any way if the Products do not fit through doorways or any other access point required to install the Product in its final location in your property and/or do not have sufficient room to enable their use on your property.

### **3. How we use your personal information**

3.1. We only use your personal information in accordance with our [Legal Policy](#), Please take the time to read our [Legal Policy](#), as it includes important terms which apply to you.

### **4. How the contract is formed between you and us**

4.1. Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process. It is your responsibility to ensure your order is correct.

4.2. We will not be responsible for any mistakes made on the order form by you. If there is a mistake, you must notify us in writing of the correct details before the Products have been dispatched. We will notify you if we are unable to comply with the terms of the amended order, or if there will be any additional costs in doing so.

4.3. After you place an order, you will receive an automatic e-mail from us confirming that we have received your order. This email does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 4.4.

4.4. We will send you an e-mail that confirms our acceptance of the order (the "Order Acknowledgement"). The Contract between us will only be formed when we send you the Order Acknowledgement. We may need to contact you to confirm details regarding your order before we can provide an Order Acknowledgement, so please ensure your contact details are correct.

4.5. If we are unable to supply you with a Product or meet the exact terms of your order for any reason we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, and you no longer wish to proceed with the purchase at this stage, we will refund you the full amount including any delivery costs charged as soon as possible.

4.6. If the Product you have ordered is manufactured to order, we may contact you to discuss timescales for delivery.

4.7. Orders received on Fridays, Saturdays or public holidays and after 1pm on weekdays shall be processed by us on the following working day.

### **5. Our right to vary these Terms**

5.1. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to

receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

## 6. Your right of return and refund

6.1. Subject to clause 6.2, you have a right to cancel a Contract during the 14 (fourteen) calendar days from the date of delivery of the Products (the “Cancellation Period”). This means that if you change your mind during the Cancellation Period or decide for any other reason that you do not wish to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a full refund.

6.2. Where products from our range are tailor made or have a custom finish specifically for your order, you will be informed of this on our website. The cancellation right set out in clause 6.1 does not apply if the Products you have ordered are tailor made, made to your specification or have been customised.

6.3. To cancel a Contract, you just need to let us know that you have decided to cancel within the Cancellation Period. The easiest way to do this is to email us. If you use this method we will e-mail you to confirm we have received your cancellation.

6.4. You can also e-mail us at [sales@gemmproductions.com](mailto:sales@gemmproductions.com) or contact our Customer Services team by telephone on +971 6767 2976. If you are e-mailing us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send us the e-mail and receive our confirmation.

6.5. If you cancel your Contract we will:

*6.5.1 refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way that goes beyond that necessary to establish the nature, characteristics and functioning of the Products as might be reasonably allowed in a shop;*

*6.5.2. refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option;*

*6.5.3. make any refunds due to you as soon as possible and in any event within 14 days of:*

*6.5.3.1.1 the day on which we receive the Product back from you or, if earlier;*

*6.5.3.1.2 if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.*

6.6 If you cancel your Contract you must return the Products to us within 14 days of the date of cancellation. The delivery costs of returning the Products is your responsibility.

6.7 Where we delivered the Product or chose a specific courier to do this on our behalf, we may insist on collecting the Product ourselves. The approximate cost of returning the Products will depend on the type of Product and delivery. For Products delivered via Standard Delivery as set out in clause 7.1 the cost for us to

collect the Product will be up to AED 3,000. For products delivered via Non Standard Delivery, as set out in clause 7.2 , the cost will be up to AED 4,500 depending on your specific requirements.

6.8 Notwithstanding the terms of this clause 6, if you have returned the Products to us under this clause 6 because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

6.9 We will refund you on the credit card or debit card used by you to pay. If a Product has been delivered to you before you decide to cancel your Contract, and could not, by its nature, normally be returned by post we will collect the Products from the address to which they were delivered. The costs of such collection are set out in clauses 6.6 and 6.7. We will contact you to arrange a suitable time for collection.

6.10 We are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 6 or anything else in these Terms.

## 7. Delivery

### 7.1. Standard Delivery

Standard Delivery is included in the prices shown for some of the Products on our Site. Where standard delivery is not included, you will be shown the costs associated with delivery at the point of purchase. Free standard delivery is only available when ALL of the conditions set out in clauses 7.1.1 - 7.1.7 (inclusive) have been met and none of conditions 7.2.1 - 7.2.4 (inclusive) are met;

*7.1.1 delivery must be to a UAE mainland address;*

*7.1.2 for Jukeboxes or other large items, delivery must be to a ground floor location (not basement);*

*7.1.3 for Jukeboxes or other large items, parking must be available either on a driveway at the property or directly outside the property;*

*7.1.4 for Jukeboxes or other large items, the route from the parking location to the property (path or drive) must be solid, either concrete, flagged or graveled;*

*7.1.5 for Jukeboxes or other large items, delivery of the Product to its final position within the property must be able to be made without the need to ascend or descend more than 2 concurrent steps;*

*7.1.6 for Jukeboxes or other large items, delivery of the Product to its final position within the property must be able to be made through existing gateways, doors or other access points without any impediment or additional requirements. (Please check your item dimensions as these differ from model to model.); and*

*7.1.7 delivery must be made Sunday to Thursday (excluding holidays) and between 9am and 4:30pm.*

### 7.2 Non Standard Delivery

The cost of non standard delivery is not included in any of the prices shown on our Site. Non standard delivery will apply if any of the points in clauses 7.2.1 - 7.2.4 (inclusive) apply:

*7.2.1 for Jukeboxes or other large items, delivery of the Product to its final position within the property can only be made by passing over grass and or lawned areas. - This requires specific additional equipment when making the delivery to ensure the item does not sink in to the soft surface;*

*7.2.2 for Jukeboxes or other large items, delivery of the Product to its final position within the property can only be made by passing over significant slopes or other obstructions which would require the item to be handled by more than 1 person;*

*7.2.3 for Jukeboxes or other large items, the lack of availability of parking or restrictions to parking which would hamper delivery (i.e. City Centre locations); and*

*7.2.4 if you require a specific delivery time on a weekend, bank holiday or outside standard delivery hours set out in clause 7.1.7.*

PLEASE NOTE: At all times it is your responsibility to provide accurate and up to date information regarding the delivery requirements. Failure to do so may result in non-delivery of the Product and additional delivery costs. Please call us if you are uncertain about any element of your delivery.

7.3 Upon placing an order with us, we will contact you with an estimated delivery date for the Product, which will be as advertised on our Site. Please note that our advertised times of delivery are intended to be an estimate only and that in exceptional circumstances delivery can take up to 16 (sixteen) weeks and customised Products may take significantly longer. We will contact you if this is the case. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 15 for our responsibilities when this happens.

7.4 The Products shall be delivered to the delivery address as set out in the order form, or to such other place of delivery as agreed by us in writing prior to delivery of the Products. Please see clause 8 for details regarding international delivery.

7.5 Delivery of an order shall be completed once the Products have arrived at the delivery address and signed for either by you or by someone at the delivery address on your behalf. In the case of delivery to certain organisations such as hospitals, airports, hotels, ships and other business premises, the signature of any person authorised to accept delivery on behalf of the organisation will be accepted as proof of delivery.

7.6 Where delivery is to be made by us or one of our selected couriers, prior to delivery, you will be contacted to agree a date and time with the courier for delivery. If you are not available to accept delivery of the Products at the agreed time, re-delivery may take up to 7-10 working days and you will be charged for the cost of re-delivery.

7.7 Where standard post is used to make your delivery, you will not be contacted to arrange a delivery date and time.

7.8 Delivery hours are Sunday to Thursday, 9am to 4:30pm. We do not normally deliver on Friday, Saturdays or public holidays, however this may be possible in some instances but at an additional cost which will be notified and agreed with you in advance.

7.9 We reserve the right to charge you postage, packaging and delivery expenses where deemed appropriate in accordance with the postage and packaging prices set out on our Site from time to time.

7.10 You own the Products once we have received payment in full and cleared funds, including all applicable delivery charges.

7.12 If you have provided wholly accurate delivery information and we miss a pre-arranged delivery deadline

for any Products then you may cancel your order straight away if any of the following apply:

*7.12.1 we have refused to deliver the Products;*

*7.12.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or*

*7.12.3 you informed us before we accepted your order that delivery within the delivery deadline was essential.*

7.13 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 6.2 you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.

7.14 If you do choose to cancel your order for late delivery under clause 7.12 or clause 7.13, you can do so for some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your order we will refund any sums you have paid to us for the cancelled Products and their delivery.

7.15 All Products are available for delivery to the majority of locations within mainland UAE. Special delivery arrangements can be made to other locations. Please contact us in advance of placing an order so that we can advise you of availability and any additional charges incurred for delivery. For details regarding international delivery please see clause 8.

7.16 Where Products are installed on delivery, you are required to inspect the Products before signing the delivery note. You must inform us immediately if you discover any surface defects or marks on the Products.

7.17 Subject to the terms of this clause 7, our liability (if any) for non-delivery of the Products shall be limited to refunding the price paid for such Products.

## **8. International delivery**

8.1 We can deliver to most international countries, however the cost of delivery to non UAE mainland locations is not included in the prices shown on our Site. If you require delivery to a non UAE mainland location there are likely to be additional costs associated with your delivery. We will always agree these costs with you before accepting your order.

8.2 There are restrictions on some Products for certain international delivery destinations, so please review the information on that page carefully before ordering Products.

8.3 If you order Products from our site for delivery to one of the International Delivery Destinations, 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.

8.4 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.

8.5 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.

## 9. Risk in Products.

9.1 Risk in the Products shall pass to you on delivery. This means that after delivery you will be responsible for the Products.

## 10. Price of products and delivery charges

10.1 The prices of the Products will be as quoted on our Site at the time you submit your order. We take reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. See clause 10.5 for what happens if we discover an error in the price of Product(s) you ordered.

10.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

10.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UAE for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

10.4 Where the price of a Product does not include delivery charges, our delivery charges are as advised to you during the payment process, before you finalise your order.

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

*10.5.1 where the Product's correct price is less than the price stated on our Site, we will charge the lower amount when dispatching the Products to you. 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*

*10.5.2 if the Product's correct price is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. 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, we will treat the order as cancelled and notify you in writing.*

## 11. How to Pay

11.1 You can only pay for Products using bank transfer or cheque. Payment for the Products and all applicable delivery charges are taken and processed at the point of order and prior to our acceptance of your order.

11.2 When making a payment to us, you undertake that all details you provide to us for the purpose of purchasing any Products are correct, and that the account which you use is your own, that there are sufficient funds or credit facilities to cover the cost of any Products, and that you are over the age of 18 years.

11.3 At specific times, some of our Products can be purchased on credit. When this option is available, credit can be obtained subject to approval of an application by an external finance company.

## 12. Third Party Manufacturer guarantees

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

12.2 A third party manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described.

## 13. Our warranty for the Products

13.1 For Products which do not have a third party manufacturer's guarantee, we warrant that on delivery and for a period of 12 (twelve) months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 13.2.

13.2 The warranty in clause 13.1 does not apply to any defect in the Products arising from:

13.2.1 *fair wear and tear;*

13.2.2 *willful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;*

13.2.3. *failure by you to operate or use the Products in accordance with the user instructions;*

13.2.4. *any alteration or repair by you or by a third party who is not one of our authorised repairers; or*

13.2.5. *any specification provided by you.*

13.3. This warranty is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described.

## 14. Our liability to you

14.1 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 up to a limit of the price paid for the Product, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

14.2 We only supply the Products for domestic and private use unless otherwise stated. You agree not to use the Product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.3 Notwithstanding any other terms of these Terms, we do not in any way exclude or limit our liability for:

14.3.1 death or personal injury caused by our negligence;

14.3.2. fraud or fraudulent misrepresentation; and

14.3.3. defective products.

## 15. Events outside our control

15.1 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” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, customs delays, 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.

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

*15.2.1 we will contact you as soon as reasonably practicable to notify you; and*

*15.2.2 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.*

15.3 If an Event Outside Our Control means a Product may be delivered later than agreed in the Contract then you may cancel in accordance with clause 7.14 unless you do not have the right to do so under clause 6.2. Other than the rights set out in clause 7.14, we will not be liable to you for any costs or losses incurred as a result of the Event Outside Our Control.

## 16. Communications between us

16.1 When we refer in these Terms to “in writing”, this means e-mail.

16.2 To cancel a Contract please follow the procedure set out in clause 6.3.

16.3 If you wish to contact us for any other reason, including because you have any complaints, you can contact our Customer services team using the details specified in clause 1.1 and 6.4

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

16.5 The provisions of this clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

## 17. Other important terms

17.1 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 in writing or by posting on this webpage if this happens.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 13 to the recipient of the gift without needing to ask our consent.

17.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms. However, if the recipient of your gift of a Product will have the benefit of our warranty at clause 13, we and you will not need their consent to cancel or make any changes to these Terms.

17.4 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.

17.5 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.

17.6 Please note that these Terms are governed by UAE law. This means a Contract for the purchase of Products through our Site and any dispute or claim arising out of or in connection with it will be governed by UAE law. You and we both agree to that the courts of DIFC, UAE will have exclusive jurisdiction.