



Morce Limited TERMS AND CONDITIONS

(Version 1.2 applicable from 9 September 2020)

Please read and understand our Terms and Conditions, Privacy Policy and Cookies Policy before using our services or placing an order with Morce Ltd. By using our services or placing an order with Morce Ltd, you are accepting our Terms and Conditions, Privacy Policy and Cookies Policy.

All sales are subject to our Terms and Conditions.

1. Definitions

- 1.1. Collectively, "Morce", "we", "us", "our" refers to Morce Limited the Company.
- 1.2. "Conditions" refers to the Terms and Conditions.
- 1.3. "Purchaser" refers to the Individual or company purchasing goods or services from Morce, and whose name appears on the Invoice.
- 1.4. "Service/s" refers to a service offered on the Morce website or by Morce Ltd the Company.
- 1.5. Collectively, "goods" and "product/s" refers to the product/s supplied to the Purchaser by Morce.
- 1.6. "Contract" refers to the Contract formed between Morce and the Purchaser which incorporates the Terms and Conditions.
- 1.7. "Order" refers to the Purchaser's request to Morce for goods or service/s.
- 1.8. "Free delivery" refers to delivery without charge, due to the order price exceeding a specified minimum order total, or a specified promotion.
- 1.9. Anything referred to as "in writing" will include digital form such as email.
- 1.10. "Content" refers to any literature, pricing, logos, images, graphics or other material published by Morce on the Morce website.
- 1.11. "Cancellation fee" refers to the fee charged to the Purchaser when they cancel an order. The fee represents the financial loss occurred by Morce for the cancellation, and is deducted from the refund.
- 1.12. "The Morce warranty" refers to the 12-month warranty provided by Morce.
- 1.13. "Cookies Policy" refers to the Policy explaining the use of cookies on a website. A Cookie is a small amount of data that is generated by a website and saved on a computer or mobile device.
- 1.14. "The Morce website" refers to the website www.morce.co.uk. The website is operated by Morce.

2. General

- 2.1. Morce reserves the right to update or amend the Terms and Conditions, Privacy Policy and Cookies Policy at any time, at Morce's sole discretion. Such updates or amendments will be deemed effective when published on the Morce website: www.morce.co.uk.
- 2.2. These Conditions are to be construed in accordance with UK law, and we agree that any UK court shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract.
- 2.3. You must be 18 or over to use our services or purchase products from us.
- 2.4. The Conditions in effect when the Purchaser places an order for goods or services with Morce will apply to the Contract between Morce and the Purchaser.
- 2.5. These Conditions supersede any other Terms and Conditions including any terms set out by a representative of Morce if they are not consistent with these Conditions.
- 2.6. If at any time, the Purchaser breaches these Conditions, Morce has the right to terminate the Contract in its entirety.
- 2.7. Morce reserves the right to refuse service to anyone at any time, and does not need to disclose the reason to them.
- 2.8. If Morce is unable to fulfil the Purchaser's order for whatever reason, we will inform the Purchaser without undue delay. Morce will offer the Purchaser the option of cancellation without charge, or an alternative order.
- 2.9. Both Morce and the Purchaser agree that neither party shall have any claim for innocent or obvious mistakes in the Terms and Conditions, Privacy Policy or Cookies Policy.
- 2.10. The Contract is deemed to be formed between Morce and the Purchaser at the point of acceptance when the Purchaser places an order with Morce.
- 2.11. This Contract is between Morce and the Purchaser unless we choose to transfer our responsibilities, e.g. Sale of the Company, services or products. In any such sale the new owner would continue the obligation of these Conditions and the Contract for a period of 3 months on any service or purchase if the Conditions and the Contract are in accordance with UK law, before adopting their own Conditions. The Purchaser would be notified of this change, and may be asked to enter into a new Contract.
- 2.12. If we choose not to enforce these Conditions for any such reason, it does not mean that we waive our right to do so, and does not mean we would not enforce our rights in the future.
- 2.13. The Morce website should only be used for its intended purpose of company promotion and the sale of products and services. It is a criminal offense to knowingly introduce viruses or other digital software that is technologically harmful to the website, server that hosts the website or any other third-party hardware. By misusing this website, you could be committing an offense under the Computer Misuse Act 1990. We take any such misuse seriously and we log and report any event to the relevant law enforcement authorities.
- 2.14. These Terms and Conditions do not affect your Statutory Rights.

3. Specification

- 3.1. The literature, images and graphics provided on the Morce website outside of the 'Terms and Conditions', 'Privacy Policy' and 'Cookies Policy' regarding our services and products, is for informational purposes only, and does not constitute a term of the Contract.
- 3.2. Although we take the utmost care in supplying accurate images and information across our website, the images of our products displayed on the Morce website are for illustrative purposes only and we cannot guarantee the display of colours on your monitor accurately represent the colours of our products.
- 3.3. Products may vary slightly from the images displayed on our website, this could be due to manufacturing and supplier amendments. The information across our website is deemed suitable at the time of generation and is often shortened and simplified for a better Customer experience.

4. Payment terms

- 4.1. The Purchaser owns the product/s after Morce has received payment in full for the product/s, including any applicable delivery costs, and the Purchaser has received the product/s.
- 4.2. The price of product/s at the checkout includes VAT where applicable. The VAT rate will be the rate in force at the time the order is placed.
- 4.3. Any change to the VAT rate will be applied to our website within a reasonable time frame. If purchases are actively ongoing during this change then prices on the order may be altered to reflect the VAT change, if the VAT rate is increased then the price would be altered in favour of the Purchaser and in accordance with UK law. Any further purchases would reflect the new VAT rate.

5. Delivery

- 5.1. All shipping costs are calculated at the time of purchase and are for delivery to a single address in the UK only and excludes all locations outside of the UK. You can request delivery outside of the UK by emailing info@morce.co.uk but Morce reserves the right to refuse your request for any reason without explanation.
- 5.2. Where the Purchaser qualifies for free delivery on their order, this delivery is limited to a single address in the UK only.
- 5.3. Morce shall give the Purchaser an estimated date of delivery at the time of completion of an order made by the Purchaser. The date of delivery is a reference and shall not be a condition of the purchase or Contract, unless Morce has stated an agreed date for delivery.
- 5.4. If no one is available to take delivery, the Purchaser will be informed and will have to arrange redelivery with Morce or the 'delivery service' Provider. Three delivery attempts will be made, after this time a further delivery charge will be applicable before further attempts are made. If this further delivery charge is not met, then the order will be cancelled and the Purchaser refunded subject to our Cancellation fee.

- 5.5. If Morce has stated an agreed date for delivery, and fails to meet this date, the Purchaser has the right to cancel the order and receive a full refund for the product/s and any delivery costs.
- 5.6. If Morce has stated an agreed date for delivery, and fails to meet this date, the Purchaser is entitled to a full refund of any delivery costs.
- 5.7. Once the products have been delivered, the Purchaser is responsible for them from this time, and must report any erroneous supply, transportation damage, defects or missing components within 14 days of delivery.
- 5.8. Morce cannot be held responsible for the failure of delivery due to an Event outside of Morce's control. Where it is the case that delivery is affected by an Event outside our control, Morce will arrange redelivery of the goods with the Purchaser when it is reasonable to do so. Please refer to clause 13 for more details on Events outside our control.

6. Price of products and delivery charges

- 6.1. Morce reserves the right to change the price of any products on our website and at any time. Any changes will only apply to orders from the time of change, and will not affect any orders placed before the time of change.
- 6.2. Both Morce and the Purchaser agree that neither party shall have any claim for innocent or obvious mistakes regarding the prices of products.
- 6.3. Delivery charges are not included in the price of products, and are applied as an extra when the Purchaser completes their order, unless the Purchaser qualifies for free delivery.

7. Returns, Refunds & Cancellations

- 7.1. The Purchaser has the right to cancel a Contract with Morce, for any reason, within 14 days of receiving their order and receive a refund subject to a Cancellation fee. The Purchaser can cancel an order any time after the order is placed, but no later than 14 days after the Purchaser has received all the products. If the order is separated into multiple deliveries, the 14-day cancellation period will start from when the last delivery has been received by the Purchaser.
- 7.2. To cancel an order, the Purchaser must contact Morce by emailing info@morce.co.uk and should include details about their order for identification. The cancellation is effective from the time the email is sent, provided it is within the 14-day cancellation period.
- 7.3. If the Purchaser cancels the Contract after the product/s have been delivered, the Purchaser will need to return the product/s to Morce. The Purchaser must request the return address from Morce by emailing us at info@morce.co.uk. The product/s must be returned no later than 14 days after the Purchaser receives the return address from Morce. The Purchaser is responsible for the cost of returning the products.
- 7.4. Morce retains the right to reduce the Purchaser's refund if the products have been damaged by the handling of the Purchaser. The reduction will be a representation of the loss of value to the product.

- 7.5. The refund to the Purchaser will include delivery costs the Purchaser paid Morce for, however the maximum cost of this will be the least expensive delivery option offered to the Purchaser at the time of their order.
- 7.6. The purchaser's cancellation right does not apply where the Purchaser has ordered bespoke product/s.
- 7.7. Refunds made by Morce will only be paid to the debit or credit card used to pay, or the bank account in which the funds were transferred to us to pay for the order.
- 7.8. Morce will refund the Purchaser after Morce has received the returned product/s and the product/s have been inspected for damage. The refund will be made within 14 days of completion of the inspection process.
- 7.9. Items that have been purchased in error due to misinformation published by Morce are entitled to a full refund, provided the goods are returned within 14 days of delivery.

8. Damaged or faulty products

- 8.1. It is the Purchaser's responsibility to inspect products for damage caused during transit.
- 8.2. If the Purchaser receives faulty or damaged goods, Morce will replace them and arrange return of the original goods at no extra cost, provided the Purchaser contacts Morce within 14 days of delivery.
- 8.3. If the Purchaser has not contacted Morce within 14 days of receiving the order, Morce will assume the Purchaser has accepted the products in good order.

9. Warranty

- 9.1. All products manufactured and sold by Morce have a 12-month warranty. The 12-month period starts from the date the products are received by the Purchaser.
- 9.2. If a product fails due to poor design, manufacturing or material defect, Morce may offer to replace or repair the product/s within a reasonable time frame before offering a refund to the Purchaser.
- 9.3. All products that are resold, but not manufactured by Morce carry the manufacturer's warranty. These products are guaranteed within the Morce 12-month warranty.
- 9.4. The Morce warranty will not apply to any damage to the products that are a result of:
 - Intentional damage.
 - Abnormal storage and/ or working conditions.
 - Fair wear and tear.
 - Negligence by the Purchaser or any person/s with access to the product/s.
 - Failure to install, maintain or use the product/s in accordance with the product/s instructions.
 - Modification or repair by the Purchaser or any person/s with access to the product/s.
- 9.5. The Purchaser is responsible for notifying Morce of any issues regarding our products or services without undue delay.

10. Errors

- 10.1. The Purchaser can modify the details of their order and amend any errors before submitting the order.
- 10.2. If the Purchaser notices an error with their order after checkout, or in the personal data they provided to Morce, they should contact Morce by emailing info@morce.co.uk as soon as possible to correct the error. Morce will not be responsible for failed deliveries if the wrong information was provided by the Purchaser.
- 10.3. Morce takes the utmost care in ensuring we only publish accurate content to our website; however, it is always possible that information is erroneous. It could be the case that a product may be incorrectly priced. If the Purchaser attempts to purchase a product that has an incorrect price, Morce will contact the Purchaser with the issue and options for the Purchaser:
 - If the correct price of the product is higher than the price stated, the Purchaser can either continue the purchase at the correct price or cancel their order. If we cannot contact the Purchaser, the order will be assumed cancelled and the Purchaser will be notified in writing.
 - If the correct price of the product is lower than the price stated, the Purchaser will only be charged the correct price.

11. Liability

- 11.1. If Morce fails to comply with these Conditions, we are responsible for any loss or damage suffered by the Purchaser as a direct result of our failure to comply with these Conditions. Such liability will be limited to the price of the product/s purchased by the Purchaser. We are not responsible for any loss or damage that is not a direct result of our failure to comply with these Conditions.
- 11.2. Morce is not responsible for any consequence of the Purchaser not reading or understanding, or misinterpretation of the specification of products provided by Morce.
- 11.3. Morce is not responsible for the Purchaser's expectations of our products if they surpass the specification of the product provided by Morce.
- 11.4. Morce has no liability to the Purchaser for any loss of: profits, sales, business, business opportunity or revenue; goodwill; data, information or software under any circumstance.
- 11.5. Morce is not liable for any consequences that may occur as a result of an Event outside our control. This includes but is not limited to failure to complete or delays in completing our obligations set out in the Contract and damage to property. Please refer to clause 13 for more details on Events outside our control.

12. Third Party Links and Resources

- 12.1. The Morce website may have links to third party sites that are not owned or controlled by Morce. Morce holds no responsibility for, and does not verify the content, practices, Terms and Conditions or Privacy Policies of any third-party site or resource.
- 12.2. Morce strongly recommends any user of the Morce website reads all third-party Terms and Conditions and Privacy Policies.

13. Events outside our control

- 13.1. Morce is not liable or responsible for any failure to complete or delay in the completion of our obligations set out in the Contract with the Purchaser if it is a result of an Event outside of our control.
- 13.2. An Event outside our control is any act or event in which is beyond our reasonable control. This includes but is not limited to natural disasters, national emergency, civil disorder, war, terrorist attack or threat of terrorist attack, subsidence, epidemic or inability of the use of transport services.
- 13.3. If an Event outside our control results in the failure to complete or delays the completion of any of our obligations set out in the Contract, Morce will contact the Purchaser without undue delay to inform them. Where this is the case, the time to carry out obligations set out in the Contract will be extended by such period that may be reasonable, or for the duration of the Event outside our control.

14. Copyright

- 14.1. You agree not to copy, reproduce or duplicate any of the content on the Morce website without express written permission from Morce.
- 14.2. Clause 14.1 does not apply to any downloadable PDFs, Terms and Conditions, or Policies.

15. Intellectual Property

- 15.1. Patents and Trademarks protect some of the products and content within the Morce website. We take our rights and the rights of our partners very seriously and are proactive in enforcing Intellectual Property rights.

16. Contact Us

- 16.1. If you have any queries regarding our Terms and Conditions, Privacy Policy or Cookie Policy please get in touch by emailing info@morce.co.uk

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