

Prices, Terms Of Shipping & Handling

All prices in our magazine and in the web shop are displayed in Euro and include VAT (value-added tax, at present 19%). In addition we charge you the costs for shipping & handling and cod (where applicable).

For deliveries outside Germany we recommend payment by Credit Card since our experience from the past proves it to be the most convenient and comfortable method of payment for foreign customers.

Payment methods we accept:

COD (cash on delivery):

COD works like this: we send out the order and you pay your postman on your doorstep at the time of delivery. Unfortunately, this method of payment means additional costs for us. Hence we have to charge EUR 3.00 COD-charges in addition to the above mentioned shipping & handling fees. You will also need to pay the locally applicable payment-slip charge levied by your post office!

For technical reasons, the German postal service cannot effect cash-on-delivery consignments to all countries. Take a look at the table below to see the countries where COD payment is possible.

Credit Card (VISA, Euro/Mastercard, American Express):

In case you decide to pay by Credit Card please indicate your credit card number as well as the date of expiry of your Credit Card on the order form. Apart from shipping & handling no further costs will arise. We will charge your credit card account when your order is ready for shipping in our warehouse.

"PayPal":

"PayPal" is the new, easy and safe way to pay at EMP. In addition, payments are received very quickly so that orders can be processed faster.

To able to use this payment service, you will first need to register with "PayPal". Registration is free of charge.

You'll find all the information you need about "PayPal", the new method of payment, here!

Advanced Payment by Bank Transfer (available for countries that are using the EURO as a single currency and Denmark, Norway):

After receipt of your order, we will send you an order confirmation and a payment advice slip (by email if possible, so you have the information quicker). Once you receive this information, please use the provided information so that you can transfer the outstanding balance onto the bank account noted on your order confirmation. We especially need the order number and your name with the payment so that we can quickly attach the payment to the order. After we receive payment, we will process your order and send it out to you. Should you send too much money to us by mistake, we will be sure to refund you the difference as soon as possible. We do not charge you anything extra for this payment method. You will only pay for your ordered items plus postage and packaging.

Important: Please DO NOT send us bank notes or cheques by mail.

Deliveries within the European Union (EU/EEC):

All prices in our magazine and in the web shop are displayed in Euro and include VAT (value-added tax, at present 19%). This means the prices are valid the way they are displayed. In addition we charge you the costs for shipping & handling and cod (where applicable).

Deliveries outside the European Union EU / non EEC Countries:

The prices stated in the magazine will be charged less the applicable rate of VAT in Germany (currently 19%) to the costs for shipping and packaging, and the cash-on-delivery fee where applicable. You will then still need to pay the duties and import sales tax applicable in your country.

Denmark / Norway:

Invoices will be issued in your local currency (DKK, NOK).



Customers from Belgium and the Netherlands:

Customers from Belgium and the Netherlands are asked to order from the following address please (Large Popmerchandising ist your contractual partner then):

Large Popmerchandising
 Postbus 1113
 NL-3000 BC Rotterdam

Tel: 010-2862066
 Fax: 010-2862060

<http://www.large.nl>

For a better understanding we have summarized all arising costs for shipping & handling depending on the method of payment in the following chart:

	Country	Shipping costs depending on method of payment				
		Payment method:	C.O.D. *	Credit Card	Advanced Payment	PayPal
BG	Bulgaria	Not Possible!	EUR 19.95	Not Possible!	EUR 19.95	yes
CY	Cyprus	Not Possible!	EUR 19.95	Not Possible!	EUR 19.95	yes
CZ	Czech Republic	Not Possible!	EUR 9.95	Not Possible!	EUR 9.95	yes
EST	Estonia	Not Possible!	EUR 19.95	EUR 19,95	EUR 19.95	yes
GR	Greece	Not Possible!	EUR 9.95	EUR 9.95	EUR 9.95	yes
GL	Greenland	Not Possible!	EUR 19.95	Not Possible!	EUR 19.95	no
H	Hungary	EUR 12.95	EUR 9.95	EUR 9.95	EUR 9.95	yes
IS	Iceland	EUR 22.95	EUR 19.95	Not Possible!	EUR 19.95	no
IRL	Ireland	Not Possible!	EUR 9.95	EUR 9.95	EUR 9.95	yes
LV	Latvia	EUR 22.95	EUR 19.95	Not Possible!	EUR 19.95	yes
MT	Malta	Not Possible!	EUR 19.95	EUR 19.95	EUR 19.95	yes
N	Norway	Not Possible!	EUR 19.95	EUR 19.95	EUR 19.95	no
P	Portugal	EUR 12.95	EUR 9.95	EUR 9.95	EUR 9.95	yes
RO	Romania	Not Possible!	EUR 19.95	Not Possible!	EUR 19.95	yes
PL	Poland	Not Possible!	EUR 9.95	Not Possible!	EUR 9.95	yes
SK	Slovakia	Not Possible!	EUR 9.95	Not Possible!	EUR 9.95	yes
SLO	Slovenia	Not Possible!	EUR 19.95	EUR 19.95	EUR 19.95	yes
TR	Turkey	EUR 22.95	EUR 19.95	Not Possible!	EUR 19.95	no
	All other countries	Not Possible!	EUR 19.95	Not Possible!	EUR 19.95	
* plus the additional service fee raised by your local mail delivery service.						

EMP Bonus Points Scheme

Terms and Conditions of Membership

- Participation in the EMP Bonus Points Scheme
 - Collecting EMP Bonus Points
 - EMP Bonus Points account
 - Redeeming EMP Bonus Points
 - Cancellation of EMP Bonus Points
 - Miscellaneous
 - Data Protection
- EMP Bonus Points are automatically credited to the customer's account with each purchase made with EMP HGmbH. In order to be credited with points, the customer is merely required to provide full details of their address. Participation in the EMP Bonus Points Scheme, as well as the redemption of the points is, of course, voluntary and free of charge.
 - EMP Bonus Points will be credited to the customer's account four weeks after the purchase of goods (whereby the purchase equates to the date of invoice). The points may be redeemed after this time. EMP Bonus Points can also be acquired through special promotional offers, where applicable. One point is worth €0.01, and participants in the EMP Bonus Points Scheme receive either three, five or seven Bonus Points for every euro spent (including VAT), depending on the Bonus-level reached .The Bonus-levels comprise of Tier A, Tier B and Tier C, and are calculated as follows:
 - Starting from the first euro spent by the customer at EMP, every euro is worth three points. This constitutes Bonus Tier A.
 - Customers spending more than €200 in total (on all orders combined, as of 01.07.2006) qualify for Tier B. Every euro thereafter (!) is worth 5 points.
 - Customers spending more than €500 in total qualify for Tier C and receive 7 points for every euro spent on all subsequent (!) orders.
 - Registered customers can request their points status by contacting our Customer Service department on +49 (0) 591 9143 800. Alternatively,



Terms of Delivery EMP Merchandising HGmbH

customers who have registered online can check their points status at www.emp-online.com by clicking on 'My Account'. EMP Bonus Points are **not** transferrable. Acquired points must be redeemed within 24 months after being credited. After this time, they will expire and be lost irrevocably. In the event that the customer's participation in the EMP Bonus Points Scheme is terminated or suspended by either the customer or EMP in compliance with Section 6 of these Terms and Conditions, all points on the account will also be irrevocably lost.

- Customers participating in the EMP Bonus Points Scheme can only redeem their points for awards (a particular product) if they have accrued the required number of points for that award (a particular product). This applies to all available awards (products) in the EMP range. Points may not be used as part-payment of a product. Points may not be exchanged for cash either, nor is it possible to purchase points with cash. In all other respects, the redemption of EMP Bonus Points is subject to the General Terms and Conditions of EMP HGmbH. As with all other orders, shipping costs also apply accordingly and **cannot** be paid for with Bonus Points.
- Should the customer cancel all or part of a purchase (e.g. by returning goods), points which have been credited to the customer's account will be deducted to the value of the returned goods. The same procedure also applies to mistakenly credited points or in the case of improper use.
- Participants have the right to cancel their participation in the EMP Bonus Points Scheme at any time, and without notice or specific reason. EMP HGmbH is permitted to cancel a customer's participation in the Points Scheme by serving 3 months' notice to the end of a month. EMP HGmbH also reserves the right to exclude individuals from participating on the grounds of cause, such as improper use of the Bonus Points Scheme. EMP HGmbH reserves the right to amend or suspend/cancel the EMP Bonus Points Scheme after an appropriate period of notice. EMP HGmbH furthermore reserves the right to amend or extend its General Terms and Conditions of Membership. No recourse may be taken by the customer in the due course of law.
- EMP HGmbH has the right, where required, to collect, process and utilise customers' personal data relating to participation in the EMP Bonus Points Scheme in order to establish, amend or implement the contractual relationship with the customer, including its definition as regards content. For these purposes, personal data may also be passed on to EMP's partner companies in the event that the customer uses their services when collecting or redeeming points in the EMP Bonus Points Scheme.
- Shopping from Denmark or Norway? Then you'll get 3 points, 5 points or 7 points for every Krone you spend. Please note that every point has a value of 1 Øre.

Minimum Order

The minimum amount for an order, which does not include shipping and packaging costs, is **EUR 25,00**.

Delivery Period

Usually we send out your order within 7 days after your order arrived. In case you stated a date to complete your order, we'll wait until that day.

In addition to details about the item on offer, you will also receive information on when it is available. Please remember, however, that this information is not a binding or guaranteed shipping date, but simply a guideline indicating the anticipated date.

All items which are not available until the date of shipping your order have to be re-ordered, there will be no subsequent deliveries.

Conclusion of Contract

We will check as to how far we are able to process your order. Only then will we decide as to how far we accept your received offer. Usually this is done by us sending out the order. If you have indicated an email address you will receive a notice of arrival. By confirming your order or sending out the order our part of the contract has accordingly been fulfilled.

Your contract partner for all orders is:

EMP Merchandising HGmbH
Darmer Esch 70a
D 49811 Lingen
Germany

Managing directors: Frank Janetzky
Commercial Registry: Amtsgericht Osnabrück, HRB 100299
Ust-IdNr.: DE 178 881 350
E-Mail: mailbox@emp-online.com



Our Return Policy

Right of withdrawal

You can revoke your contract in writing (e.g. letter, fax, email) within 14 days without giving reasons or, if the item reaches you before the time expires, by returning the item. The period begins upon receipt of this policy in text form but not before receipt of the goods at your premises, nor before the fulfillment of our duty to inform in accordance with Article 246 § 2 in conjunction with § 1 para. 1 and 2 of the Introductory Act to the German Civil Code (EGBGB), nor before the fulfillment of our obligations in accordance with Article 246 § 2 of the Introductory Act of the German Civil Code (EGBGB) in conjunction with § 1 clause 1 and 2 EGBGB as well as our obligations in accordance with § 312g clause 1 of the German Civil Code (BGB) in conjunction with Article 246 § 3 EGBGB.

The revocation period is deemed observed with the timely dispatch of the goods or notice of revocation. The revocation should be addressed to

EMP - Retouren-Service (Returns Service)
Darmer Esch 73
49811 Lingen - Germany

Fax: +49 (0)591-914320

E-Mail: mailbox@emp-online.com

Revocation consequences

In the event of valid revocation, the goods or services rendered by either side must be returned, and, if applicable, any benefits derived from them (e.g. interest) are to be returned. If you are unable to return the goods or services received, or can only return them in a deteriorated condition, you must, to that extent, pay compensation. For deterioration of goods and for benefits derived from them you must only pay compensation in case, the derived benefits or deterioration is caused by handling of the goods, that exceeds the examination of the features and functionality. "Examination of the features and functionality" means the testing and inspection of the object like it would be possible and common in a store. Objects which can be sent as a parcel should be returned at our risk. Objects which cannot be sent as a parcel will be collected from you. You must bear the usual cost of the return if the goods correspond to those ordered, and if the price of the returned object does not exceed 40 EURO, or if - in the event of the price of the object being higher - you had not yet rendered counter-performance, or a contractually agreed partial payment, at the time of revocation. Otherwise the return is at no cost to you. Obligations to render payment must be met within 30 days. That period starts for you upon dispatch of the revocation or the object, while the period starts for us upon receipt.

Your right of revocation expires prematurely when the contract is mutually fulfilled completely at your express request before you have exercised your right of revocation. There is no right of revocation on (a) the delivery of sealed audio or video recordings (e.g. CDs, LPs, DVDs) or software (e.g. games), unless the media delivered have not been unsealed by you; (b) the delivery of tickets for any kind of event (e.g. concerts); (c) the delivery of goods that have been produced to your specifications or are clearly tailored to your personal needs or that are not suitable for return due to their nature; (d) the delivery of newspapers, journals, and magazines unless you agreed to the contract by telephone.

- End of the revocation instruction -

*Hint: You can also download the Returns Form from here:

[Download Returns form for customers from Denmark](#) (PDF file)

[Download Returns form for customers from Norway](#) (PDF file)

[Download Returns form for customers from all other countries](#) (PDF file)

You need the [free Adobe Acrobat Reader](#) for viewing and printing the Returns Form.



Damaged Deliveries

Please make sure that you receive an undamaged package (if necessary open the package in the presence of the postman). Do not in any case accept a damaged delivery (e.g. an opened box or similar) since by doing this you implicitly confirm the reception of undamaged items.

Ordering of Swords

Ordering of swords / proof of age / disclaimer:

The swords we offer are designed for decoration only. They can only be delivered OTC to customers who have reached the age of 18. Therefore, we inevitably require a copy of your identity card by fax or by mail. We cannot process your order before this copy is available. The swords will be delivered individually postage paid and free of COD charges.

Important: These delivery conditions are only applicable for Germany and Austria. Costs and mode of delivery to other countries on request.

Sale to people under 18 is not possible.

We assume no liability for damage to the goods and/or people or things, caused by the improper or abusive use of the goods delivered by us.

The unauthorised use of the swords in public is forbidden pursuant to section 39 of the Weapons Act.

Security

The safety software we use SSL (Secure Socket Layer) encrypts all personal information (like name, address, creditcard number) you enter in our website. This information is not accessible to any third-parties whilst you are connected to our server with the SSL protocol. SSL encrypts all information that you pass to us over the internet using a unique key that only we can access.

Public Key: RSA 1024 Bit

User data encryption: RC4 128 Bit

The following information is encrypted:

- Personal information (name, address, Telephone-No. etc.)
- Login Information (eMail Address and password)
- Payment method
- Credit-Card and Bank Account Information
- The Date you wish to wait for missing items in an order

Data Protection & Registration

General

Our Data Protection Policy complies with the Bundesdatenschutzgesetz (Federal Data Protection Act) and the German Broadcast Media Act (TMG).

By sending us an order, you are agreeing that all information that you enter when placing your order on www.emp-online.com, may be stored and used by EMP Merchandising HGmbH, Darmer Esch 70a, 49808 Lingen (referred to here as "EMP") and it's subsidiaries.

We will store the data required to handle the transaction and, if required to process the order, will pass the data on to associated companies. Furthermore, we will collect and process address and order details for our own marketing purposes. When processing the data, we will vindicate those of your interests meriting protection in accordance with legal requirements.

You can, at any time, object to the use, processing or transmission of your data for marketing purposes by notifying our designated data protection official (datenschutz@emp.de). After receiving your objection or revocation, we will cease to use and process the relevant data for marketing purposes, and/or will immediately refrain from sending you promotional material, including our catalogue.

Anonymous data is recorded and saved using solutions and technologies by econda GmbH to ensure that this website has a needs-appropriate design and an ideal structure; to this end usage profiles using synonyms are also produced from this data. This data is not however merged with data on the holder of the pseudonym. Visitors to this website can revoke the future recording and saving of this data at any time [here](#).

Registration

Ordering at EMP is very comfortable. We offer a free registration service, where all necessary personal information can be saved using a username and password, so that this information can automatically be entered each time you wish to place an order. The EMP Account makes ordering easier in the following ways:

- Items in your Shopping Cart are saved, so you can come back later to order the items
- You no longer need to enter your Personal Details when placing an order
- You can access and change your Personal Details in "My EMP" or delete your customer account completely

The registration is free and you have no obligation to order.

You can delete your customer account at any time. You can do this in the "My EMP" section (once you have logged in to your account). To delete the account, simply click the link "Delete my account irrevocably now". Please note that once the account has been deleted, you must re-register if you wish to place a new order.

Cookies

Cookies are small text documents that are saved on your Computer's Hard-Drive. Our cookies do not contain any personal information, they are used for Navigation and recognition purposes only.

EMP eMail Newsletter

We offer a subscription for a free, weekly EMP eMail Newsletter. After registration, you will receive an Email confirmation. In order to complete the registration process, you must click on the activation link. You will then receive a regular eMail from EMP (normally Fridays) with the latest releases, information and special offers.

By clicking "Subscribe now" you agree that EMP Merchandising HGmbH, Darmer Esch 70a, 49811 Lingen and it's subsidiaries may use your eMail address for marketing purposes. This includes the sending of information by eMail to your registered eMail Address (i.e. the EMP Newsletter)

Your Email Address will be permanently stored and will not be passed onto Third Parties!

If you no longer wish to receive information by eMail, you may cancel your subscription by clicking on the link at the end of the Newsletter. This will then remove your eMail address from the mailing list and you will no longer receive the newsletter.

Miscellaneous

- Closing Dates for Special Offers are shown on the Webshop.
- Special Offers are short-term offers with absolutely no Stock Guarantee. **The offer is valid as long as stock lasts.**
- For customers from outside the European Union: Valid Legal Jurisdiction is that of our registered business address.
- If you are an underage customer (a "minor"), we will need the signature of one of your parents or a guardian.
- Please don't send us any cash with your orders (we cannot accept any responsibility for post we don't receive!)
- As the supplier, we are allowed to send you partial deliveries, and you, as the purchaser, are required to accept this type of delivery.
- In your own interest, please ensure that the package you receive from the postal service is intact. Never accept a defective consignment (e.g. a torn package) from the parcel delivery service.
- Despite careful stocking, items offered may sell out more quickly than anticipated. We work on the basis that we will deliver the articles you order as long as stocks last. This is especially true for special offers/limited offers. For prize draws/competitions, the judge's decision is final!
- We warrant that goods supplied by us are free of manufacturing or material defects. In accordance with the law, you are entitled to issue a justified complaint known as a "notice of defect" for goods supplied by us. We are not liable for the suitability of the goods for a specific use intended by the purchaser.
- If you reside within the European Union your local consumer rights laws may be applicable.
- All deliveries are subject to these terms of delivery.
- If not stated else, all textiles consist of 100% Cotton.
- In accordance with Legal ruling, you are entitled to reclaiming on faulty goods for up to 2 years. We are not liable for the suitability of our products for a certain purpose. We recommend that you check all items for faults upon receipt of a delivery.
- You are entitled to all legal rights in case our goods have flaws (2 years warranty claim). We do not grant further guarantees. Obvious flaws of goods are to be reported to us immediately after reception in written form. If not reported all other warranties on our behalf referring to this expire. We recommend to check all goods immediately after you received your parcel.
- Special offers are only valid while supplies last.

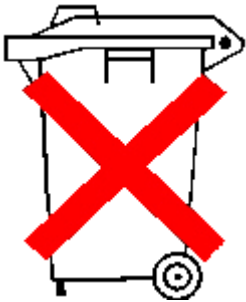
- All prices are in Euros (€) including the local VAT. The price at the time of ordering is the valid price for online orders. Errors and omissions excepted. Only when ordering from the magazine: We reserve the right to change prices at any time.
- The delivered goods remain our property until fully paid for.
- The information on this website is protected by copyright. Reprints, even extracts must be authorized by the publisher.
- All deliveries are subject exclusively to the above-mentioned Delivery Terms in the version valid at the time the order is placed.
- These regulations - as well as any contract for sale based on these regulations - are based upon our German "Allgemeine Geschäftsbedingungen" and subject to German law. If one or any of these regulations are invalid or inoperative always the German version is significant.

Return of Batteries

Batteries do not belong in household refuse. As the consumer, you are legally obliged to return used batteries. You can hand in your old batteries at public collection points in your community, or any place where batteries are sold. Of course, once they are used, you can also return the batteries you got from us to the following address:

EMP - Retouren-Service
- Gebrauchte Batterien -
Darmer Esch 73
49811 Lingen
Germany

Batteries containing hazardous materials are marked with this sign:



Pb = Battery contains lead
Cd = Battery contains cadmium
Hg = Battery contains mercury

Disclaimer

The author (EMP Merchandising HGmbH) explicitly accounts that all websites which are linked to were free from illegal content at the time the linking occurred. Furthermore the author accounts that he has no influence on the current and future configuration of the websites linked to or connected. A consistent check of the sites linked to or connected is not possible as long as there are no concrete indications of encroachment. As soon as we become aware of any illegal content, we will immediately delete the links concerned. This applies for all links and references set within our own internet-offer as well as for all entries made by third parties in our guest-book section, chat, forums and mailing lists. If any damage occurs by the use of information presented therein, only the author of the respective pages may be held liable, not the person who has linked the pages.



Address:

EMP Merchandising HGmbH
Darmer Esch 70 a
D 49811 Lingen
Germany

EMP Merchandising HGmbH
P.O. Box
D 49801 Lingen
Germany

Customer Service:

Phone:

+49 591 - 9143-800
Mo-Fr 8.00 a.m. - 10.00 p.m., Sa 10.00 a.m. - 6.00 p.m. (except holidays)

Phone for customers from France:

0826 - 100603 (au tarif national)
Mo-Fr 8.00 a.m. - 10.00 p.m., Sa 10.00 a.m. - 6.00 p.m. (except holidays)

Fax:

+49 591 - 9143-20

eMail:

mailbox@emp-online.com

Commercial Registry:

Amtsgericht Osnabrück, HRB 100299

VAT No.:

DE 178 881 350

Management:

Frank Janetzky