

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).

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 9,95 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.

"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!

Credit Card (VISA, Euro/Mastercard,) - ONLY IN NORWAY, GREENLAND, IRELAND:

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.

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					EU Country?
	Payment method:	C.O.D.*	Credit Card	Advanced Payment	PayPal	
BG	Bulgaria	Not Possible!	Not Possible!	Not Possible!	EUR 9.95	yes
CY	Cyprus	Not Possible!	Not Possible!	Not Possible!	EUR 9.95	yes
CZ	Czech Republic	Not Possible!	Not Possible!	Not Possible!	EUR 9.95	yes
EST	Estonia	Not Possible!	Not Possible!	EUR 9,95	EUR 9.95	yes
GR	Greece	Not Possible!	Not Possible!	EUR 9.95	EUR 9.95	yes
GL	Greenland	Not Possible!	EUR 9,95	Not Possible!	EUR 9.95	no
H	Hungary	EUR 9.95	Not Possible!	EUR 9.95	EUR 9.95	yes
IS	Iceland	EUR 9.95	Not Possible!	Not Possible!	EUR 9.95	no
IRL	Ireland	Not Possible!	EUR 9,95	EUR 9.95	EUR 9.95	yes
LV	Latvia	EUR 9.95	Not Possible!	Not Possible!	EUR 9.95	yes
MT	Malta	Not Possible!	Not Possible!	EUR 9.95	EUR 9.95	yes
N	Norway	Not Possible!	EUR 9,95	EUR 9.95	EUR 9.95	no
RO	Romania	Not Possible!	Not Possible!	Not Possible!	EUR 9.95	yes
PL	Poland	Not Possible!	Not Possible!	Not Possible!	EUR 9.95	yes
SK	Slovakia	Not Possible!	Not Possible!	Not Possible!	EUR 9.95	yes
SLO	Slovenia	Not Possible!	Not Possible!	EUR 9.95	EUR 9.95	yes
TR	Turkey	EUR 9.95	Not Possible!	Not Possible!	EUR 9.95	no
	Brazil, Mexico, Japan	Not Possible!	EUR 9.95	Not possible!	Not Possible!	no
	Argentina, China	Not Possible!	Argentina EUR 9,95 China: Not Possible!	Not Possible!	Not Possible!	no
	All other countries	Not Possible!	Not Possible!	Not Possible!	EUR 9.95	

* plus the additional service fee raised by your local mail delivery service.

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: Ernst Trapp, Dr. Jan Fischer
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 have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us (EMP Returns Service, Darmer Esch 73, 49811 Lingen - Germany Fax: +49 (0)591-914320, E-Mail: mailbox@emp-online.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Your right to cancel will not be agreed in the following situations:



- on returns of sealed audio- or video (e.g. CDs, LPs, DVDs) or software (e.g. games), if you have already unsealed the packaging;
- on a sale of tickets for events of any kind (e.g. concerts and festivals). These are non- refundable.
- on an order for personalized items, or products that have been manufactured according to your specifications.
- on sealed goods, which are not applicable for a return for reasons of health and safety or hygiene, in the situation where the sealing has been removed (e.g. piercings, contact lenses)

Sample cancellation form - template.

You can use the following form for your order cancellation or write your own letter to cancel, or, as specified in the terms, you can return the goods without comment within the return period.

To:

EMP Returns Service, Darmer Esch 73, 49811 Lingen - Germany Fax: +49 (0)591-914320, E-Mail: mailbox@emp-online.com

? **I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),**

? **Ordered on (*)/received on (*),**

? **Name of consumer(s),**

? **Address of consumer(s),**

? **Signature of consumer(s) (only if this form is notified on paper),**

? **Date**

(*) Delete as appropriate.

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



[Download international Returns form](#) (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) 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.

SSL protocol: SSL 3.0

Public Key: SHA1 + RSA 2048 bit

User data encryption: DHE RSA - AES 256 bit

The following information is encrypted:

- Personal information (name, address, Telephone-No. etc.)
- Login Information (eMail Address and password)
- Payment method
- Bank Account Information, Credit-Card 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.

Facebook Social Plugins

Our website uses social plugins (?plugins?) provided by the social network facebook.com, operated by Facebook Inc., 1601 S. California Avenue, Palo Alto, CA 94304, USA (?Facebook?). The plugins are identifiable by a Facebook logo (white letter f on blue background or a thumb up icon) or the notice ?Facebook Social Plugin?. For a full list of all social Plugins please see <http://developers.facebook.com/plugins>.

When you visit a page of our website that contains a social plugin, your browser establishes a direct connection to Facebook servers. Facebook directly transfers the plugin content to your browser which embeds the latter into the website, enabling Facebook to receive information about your having accessed the respective page of our website. Thus we have no influence on the data gathered by the plugin and inform you according to our state of knowledge:

The embedded plugins provide Facebook with the information that you have accessed the corresponding page of our website. If you are logged into Facebook, your visit can be assigned to your Facebook account. If you interact with the plugins, for example by clicking ?Like?, or entering a comment, the corresponding information is transmitted from your browser directly to Facebook and stored by it. Even if you are not logged into Facebook, there is possibility that the plugins transmits your IP-address to Facebook.



For the information on the purpose and scope of data collection and procession by Facebook, as well as your rights in this respect and settings options for protecting your privacy please visit Facebook's privacy policy:<http://www.facebook.com/policy.php>.

If you are a Facebook member and do not want Facebook to connect the data concerning your visit to our website with your member data already stored by Facebook, please log off Facebook before entering our website. Further you can block Facebook social Plugins by using add-ons for your browser, like the Facebook Blocker?.

Google+

This website uses Google Analytics, a web analytics service provided by Google, Inc. (Google?). Google Analytics uses cookies, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. In case of activation of the IP anonymization, Google will truncate/anonymize the last octet of the IP address for Member States of the European Union as well as for other parties to the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is sent to and shortened by Google servers in the USA. On behalf of the website provider Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage to the website provider. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do this, you may not be able to use the full functionality of this website. Furthermore you can prevent Google's collection and use of data (cookies and IP address) by downloading and installing the browser plug-in available under <https://tools.google.com/dlpage/gaoptout?hl=en-GB>.

Further information can be found under <http://www.google.com/analytics/terms/gb.html> (Google Analytics Terms of Service & Privacy). Please note that on this website, Google Analytics code is supplemented by `gat_anonymizelp();` to ensure an anonymized collection of IP addresses (so called IP-masking).

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 for free 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.
- To exercise your right of cancellation, you have to make a formal statement of intent. For example you must fill out and send to us the cancellation form. When you return the goods to us within the returns period without any comment (meaning you return the goods because of deficit or non-suitability), this also counts as a notice of cancellation.
- In the case of a higher price order where you have only partly paid for the returned goods or in the case of damaged goods or a wrongly sent item, then the return of goods will be free of charge.
- 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 (EUR) including the local VAT.
- 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.
- Apple, Inc. ("Apple") does not participate in our sweepstakes or contests and not sponsoring it.

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.

Imprint

Address:

E.M.P. Merchandising Handelsgesellschaft mbH
Darmer Esch 70 a
D 49811 Lingen
Germany

E.M.P. Merchandising Handelsgesellschaft mbH
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); Su 11.00-19.00 p.m.

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); Su 11.00-19.00 p.m.

Fax:

+49 591 - 9143-20



eMail:

mailbox@emp-online.com

Commercial Registry:

Amtsgericht Osnabrück, HRB 100299

VAT No.:

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Management:

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