

GENERAL TERMS AND CONDITIONS – WCO PUBLICATIONS

These General Terms and Conditions govern all sales of Publications, on paper and/or in digital format whether directly at the Sales Counter or remotely via the Bookshop.

The validation of his order by the Buyer shall be equivalent to total and unreserved acceptance of these GCS, with which he declares himself to be fully acquainted.

Important notice to the Buyer

Cancellation rights

“The consumer has the right to notify the enterprise of its intention to cancel the purchase, without penalty and without giving any reason, within 14 calendar days from the day after the day of delivery of the good or of the signing of the service contract.”

As set out in Article 11(2) of these General Terms and Conditions, where a Publication is sold remotely via the Bookshop, the Buyer – provided he constitutes a “consumer” within the meaning of the Belgian Law of 6 April 2010 on market practices and consumer protection – has a period of fourteen (14) calendar days, starting from the day following the date of delivery of the Publication(s) ordered, to notify the WCO in writing, if need be, of his intention to cancel the purchase.

ARTICLE 1 – IDENTIFICATION AND DEFINITIONS

- 1.1 **“WCO”**
An international organization having its headquarters at Rue du Marché, 30 – 1210 Brussels (Belgium).
- 1.2 **“Buyer”**
Any natural or legal person who buys Publication(s), on paper and/or in digital format, whether directly at the Sales Counter or remotely via the Bookshop.
- 1.3 **“Publication(s)”**
Any product of which the WCO is the owner and the source of its content (in-house knowledge or collected data) intended to be circulated or marketed on paper or in digital (or any other format) and through any distribution channel.
- 1.4 **“Bookshop”**
WCO’s online platform (<http://wcoomdpublications.org>) for the sale of Publications, the use of which is conditional upon compliance with the Legal Notices (viewable on the Bookshop).
- 1.5 **“Sales Counter”**
Sales office in the WCO Headquarters building at rue du Marché 30, 1210 Brussels.
- 1.6 **“Order Form”**
Formal representation (i) on paper at the Sales Counter or (ii) online on the Bookshop of the particular conditions of a given order: identity of the Buyer, Publications ordered, price, possible discounts, address for delivery, etc.

ARTICLE 2 – ORDERS

- 2.1 The WCO shall not be bound to accept any order for Publication(s):
- (i) in the case of a remote sale, until the Buyer has signed an Order Form through the Bookshop and an acknowledgement of receipt confirming the agreement of the WCO to process the order has been dispatched; or
 - (ii) in the case of a direct sale at the Sales Counter, until the Buyer has signed an Order Form and an acknowledgement of receipt confirming the WCO's agreement to process the order has been issued.
- 2.2 The WCO reserves the right to make the confirmation of the order subject to other conditions, to suspend it or to refuse, namely in the following cases:
- (i) where there is a dispute between the WCO and the Buyer;
 - (ii) Order Form is incomplete or incorrect;
 - (iii) communication of clearly erroneous data;
 - (iv) failure to pay for previous deliveries or refusal of authorization by the Buyer's bank or financial institution;
 - (v) order for an abnormally large number of Publications;
 - (vi) order for an abnormally large total amount; or
 - (vii) delivery to be made in a geographical area where the risks would be unreasonable, due either to an unreliable transport or distribution system or to circumstances of *force majeure* (wars, riots, strikes).

ARTICLE 3 – OFFER AND PRICES

- 3.1 All Publications offered for sale on the Bookshop are described in good faith and as accurately as possible. Any photos/images of Publications on the Bookshop are published for purposes of illustration and have no contractual value.
- 3.2 Offers and prices of Publications are valid for the day on which the Bookshop is consulted or the Sales Counter visited; they may be changed without notice.
- 3.3 Prices of Publications are quoted in euros and all orders for Publication(s), whatever their origin, are payable in euros.
- 3.4 Customs duties, other local taxes or state import duties and taxes may be payable. These duties and sums are not the responsibility of the WCO. They are borne by the Buyer and are entirely his responsibility in terms of both declarations and payments to the competent authorities and/or agencies of the country concerned. The WCO recommends that the Buyer obtain information on these aspects from his local competent authorities.
- 3.5 The prices proposed at the end of the ordering process are global prices and include delivery charges.

ARTICLE 4 – AVAILABILITY

- 4.1 The WCO's product offers and prices are valid for as long as they can be viewed on the Bookshop or at the Sales Counter, subject to availability.
- 4.2 If a Publication is not available, the Buyer will be informed as quickly as possible by email or post. If a Buyer is informed that a Publication is not available, he may cancel his order by applying to the

WCO's customer service. In any event, the WCO may not be held responsible for any damage resulting from the unavailability of a Publication.

ARTICLE 5 – INVOICING

- 5.1 The purchase invoice is attached by the WCO to the order confirmation email sent by the WCO after validation of payment.
- 5.2 When placing an order, it is possible to specify an address for invoicing different from the address for delivery.

ARTICLE 6 – TERMS OF PAYMENT

- 6.1 Payment in advance by the Buyer is required before any Publication(s) is (are) handed over or delivered by the WCO. By way of exception, if the Buyer is a Member State of the WCO, payment may be made within thirty (30) calendar days following order.
- 6.2 Orders placed with the WCO are payable by credit card, via a secure server, or by bank transfer. If a credit card is used, authorization will be requested from the Buyer's financial institution at the time the order is placed.
- 6.3 In the event of payment by bank transfer, the Buyer must specify his order number as the transfer reference to facilitate processing. Bank charges incurred as a result of payments being made in any other currency or as a result of the method of payment used are payable by the Buyer.
- 6.4 The WCO's bank details are mentioned on the invoice issued by the WCO.

ARTICLE 7 – ORDER EXECUTION AND DELIVERY PERIODS

- 7.1 The WCO will ensure that the order is executed as quickly as possible. Where the Buyer constitutes a "consumer" within the meaning of the Law of 6 April 2010 on market practices and consumer protection, the WCO undertakes to execute the order within forty-five (45) calendar days from the day following transmission of his order.
- 7.2 Delivery periods to the Buyer following the execution of the order by the WCO are about ten (10) working days for Europe and fifteen (15) working days for the rest of the world. These delivery periods are given for guidance only and do not entail any obligation on the part of the WCO. The WCO may not be held responsible for any delays in delivery.
- 7.3 Publications ordered by the Buyer will be delivered to the delivery address indicated on the Order Form.

ARTICLE 8 – CUSTOMS DUTIES AND VAT EXEMPTION

- 8.1 If applicable, any Customs duties are payable solely by the Buyer.
- 8.2 All orders will be invoiced exclusive of VAT, as pursuant to Article 13.1 of the EU Directive 2006/112/CE on the common system of the value added tax, the WCO shall be regarded as non-taxable person in respect to the activities or transactions in which it engages as public authority within its scope of activity defined in the Convention of 15 December 1950 establishing a Customs Co-operation Council, even where it collects dues, fees, contributions or payments in connection with those activities or transactions.

ARTICLE 9 – LOGISTICAL AND DELIVERY COSTS

- 9.1 Any logistical and delivery costs that the Buyer may have to bear will be communicated online or – where appropriate – directly at the Sales Counter, at the time of placing the order. In general, they will be calculated on the basis of the total weight of the order, its destination and the mode of shipment.
- 9.2 These costs are payable by the Buyer and are added, on the invoice, to the price of the Publication(s) ordered.

ARTICLE 10 – GOODS RETURNED

- 10.1 If the Publication delivered does not correspond to the Publication which the Buyer ordered or if it is damaged, the Buyer may return it to the WCO within twenty (20) calendar days of receipt. After that, the delivery shall be considered to have been irrevocably accepted.
- 10.2 The WCO will exchange the Publication or refund the amount of the order, as well as any carriage costs incurred, within thirty (30) calendar days of receiving the Publication returned. However, the WCO reserves the right to refuse to give a refund on the Publication returned if it has been damaged by the Buyer. In general, an order will be deemed to have been delivered five (5) working days after the Publication was handed over to the carrier responsible for its delivery.
- 10.3 However, if one or more Publications ordered fail to reach the Buyer within thirty (30) calendar days following confirmation of the order, at the delivery address provided, it will be the responsibility of the Buyer to contact the WCO, within a reasonable time, in order to check the status of his order.
- 10.4 If it turns out that the shipment which should have been made has gone astray during the delivery process, the WCO will make a new shipment or refund the amount of the order, including any carriage costs incurred.

ARTICLE 11 – CANCELLATION RIGHTS

- 11.1 Direct sale on the WCO's premises

Where a Publication is sold directly at the WCO's Sales Counter, the Buyer shall not have the right to cancel the purchase.

- 11.2 Remote sale via the Bookshop

Where a Publication is sold remotely via the Bookshop, other than in the cases of non-compliance referred to in Article 10 of these General Terms and Conditions, the Buyer – provided he constitutes a “consumer” within the meaning of the Law of 6 April 2010 on market practices and consumer protection – has a period of fourteen (14) calendar days, starting from the day following the date of delivery of the Publication(s) ordered, to notify the WCO in writing, if need be, of his intention to cancel the purchase.

The Buyer must return the Publication(s) concerned within fifteen (15) calendar days of the dispatch of the above-mentioned email or registered letter of cancellation. Upon receiving the Publication(s) returned, the WCO shall refund to the Buyer the amount of the order concerned, provided that the Publication(s) concerned is (are) in perfect condition: undamaged, unmarked and, where appropriate, accompanied by all its accessories. In the event of damage or destruction of the Publication concerned, the WCO shall reserve the right to claim compensation.

The costs of returning the Publication(s) shall be borne by the Buyer.

ARTICLE 12 – EVIDENCE

- 12.1 The data recorded by the WCO constitute evidence of all transactions between the WCO and the Buyer.
- 12.2 The data recorded by the WCO's payments system constitute evidence of the transactions.
- 12.3 Notwithstanding any other written evidence or any evidence preserved on another durable medium to which the Buyer has access, it is agreed that the computerized records stored in the computerized systems of the WCO or his ISP shall count as proof of the communications and the content of the orders passing between the parties.

ARTICLE 13 – INTELLECTUAL RIGHTS

- 13.1 The WCO owns all intellectual property and other rights in all Publications, without limitation, whether temporal or territorial.

- 13.2 This applies, in particular, to extracts of works presented on the Bookshop, even if offered free of charge.
- 13.3 Any infringement of these intellectual rights may give rise to civil and criminal proceedings.

ARTICLE 14 – LIMITATION OF LIABILITY

- 14.1 The liability of the WCO shall be strictly limited to the initial value of the order.
- 14.2 The WCO cannot be held liable for failure to fill an order if a Publication is out of stock or unavailable, or in the event of *force majeure*, a total or partial disruption or strike affecting, in particular, postal services or means of transport and/or communication, flood or fire.
- 14.3 The WCO will not incur any liability for consequential damage arising from these presents, operating losses, loss of profits, loss of opportunity, or damages or costs incurred by the Buyer.

ARTICLE 15 – TOLERANCE

Failure by the Buyer or the WCO to exercise any right under the terms of these General Terms and Conditions or tolerance of the non-performance or infringement of one of its articles may never be interpreted as a waiver of reliance upon the said right and/or article.

ARTICLE 16 – PARTIAL INVALIDITY

The possible nullity of one of the clauses of these General Terms and Conditions shall not entail the nullity of the whole of the agreement and the Parties undertake, in such circumstances, to replace the clause that is void by a valid clause with equivalent effect.

ARTICLE 17 – APPLICABLE LAW AND DISPUTE SETTLEMENT

- 17.1 The Parties expressly agree that their rights and obligations shall be governed by these Terms and Conditions and, in a suppletive manner, by Belgian laws.
- 17.2 Given the WCO's capacity as an international organization and in particular its jurisdictional privileges, any dispute between the WCO and the Buyer shall be settled in accordance with the procedure laid down in Part I of Customs Co-operation Council Decision CCCXXXI (available for consultation at <http://www.wcoomd.org/en/about-us/legal-instruments/council-decision.aspx>), which the Buyer declares having carefully acquainted itself with and accepted without any reservation.
- 17.3 As an exception, should the Buyer be a Member State of the WCO, the Parties agree that any dispute shall be amicably settled by the Parties.

ARTICLE 18 – NOTIFICATIONS AND CUSTOMER SUPPORT

Any notification or complaint may be addressed to the WCO:

- (i) By email: info@wcoomdpublishations.org
- (ii) By post: World Customs Organization
Publication Service
Rue du Marché 30
1210 Brussels
BELGIUM