

# Terms and Conditions of Sale and Purchase

These Terms and Conditions of Sale and Purchase (“Terms”) set forth the terms and conditions governing the purchase of products and services from Elsevier B.V. and/or its affiliated Elsevier company Elsevier Ltd (“Elsevier”) through its web site at <https://authors.elsevier.com> (“Site”). By submitting an order for such products or services, you agree to be bound by these Purchase Terms.

## Address

Elsevier B.V. Radarweg 29, 1043 NX Amsterdam, The Netherlands, registered at the Chamber of Commerce Amsterdam, nr. 33158992

## Contract Formation

If you wish to purchase any of the products or services offered on this Site, you must submit a completed order form. You will be required to select your products, services or digital content for purchase and complete your delivery and payment details. Once these have been completed, you will have a further chance to check (and correct if necessary) these details prior to submission of your order, and you should print out this page and a copy of these Terms for your future reference.

If we accept your order, you will be sent a confirmation email giving you an order reference number (“Email Confirmation”). Once we have sent this E-mail Confirmation, you will not be able to amend or cancel your order (subject to any right to cancel as described below).

We may correct any error in any unconfirmed order, marketing literature or other document or information issued by us or placed on this Site without any liability.

## Right to Cancel

Save as set out below, consumers in the European Union have the right to cancel the purchase until fourteen (14) days after date of delivery of the product or date the service was purchased by sending written notice of cancellation by email to the Site’s customer service department. A model cancellation form is available below for your use but you are not obliged to use this method of cancellation.

This right of cancellation applies to all products and services offered on the Site except:

- (a) audio, video, and software products that have been unsealed from their packaging;
- (b) digital content not on a tangible medium (e.g. eBooks) once the item has been downloaded;
- (c) newspapers, periodicals and magazines which are not supplied under subscription contracts;
- (d) services for which performance has completed; and
- (e) offprints, colour figures, print on demand services and other products made or services provided to your specification or clearly bespoke to you.

If you cancel the purchase on this basis, we will reimburse to you all payments received from you, including the costs of delivery (except for the additional costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

### **Returns**

You must return the goods without undue delay and in any event no later than 14 days from the date of notification of cancellation. We will then make the reimbursement without undue delay, and no later than-

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) If there were no (physical) goods supplied, 14 days after the day on which we are informed about your decision to cancel the purchase.

We will make the 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 the reimbursement.

Whether these rights of cancellation apply or not, you will be responsible for and will pay the cost of returning the items to us by the same method as it was delivered. The items will be returned at your risk.

### **Prices (including taxes and delivery) and Payment**

The currency and price of products and services offered on this Site shall be that quoted on the Site on the date you place your order. While we make every effort to ensure that prices quoted on the Site are accurate, if there has been an inadvertent error, the correct price will be stated in the E-mail Confirmation and you will have the opportunity to withdraw from the order at that stage if the correct price is higher than that quoted and you are not happy with that higher price.

All prices are exclusive of the cost of postage, packaging and delivery and any applicable Value Added Tax or other sales tax, which will be separately stated on the Site and/or the Email Confirmation.

### **Delivery/Performance**

Where applicable, products ordered will be delivered to the shipping address stated in your order, subject to any geographical restrictions stated on the Site. However, the time and method of delivery of products or performance of services will be at our discretion, unless otherwise specified and accepted as part of the order. Time for delivery or performance shall not be of the essence.

If the items delivered to you do not include all of the items that you ordered in any particular order or include incorrect items, you must inform us in writing as soon as possible. In any event, our liability is limited to the price of the items not delivered or the cost of replacing such items.

## Consumer Protection

If you are a consumer, your statutory rights as a consumer are not affected by these Purchase Terms, and nothing in these Purchase Terms shall exclude or limit our liability arising by virtue of consumer protection legislation, or our liability for fraud or for death or personal injury caused by our negligence, or any other liability to the extent that we cannot so exclude or limit such liability as a matter of law.

## Complaints

If you have any questions, comments or complaints regarding these Purchase Terms or your order, please contact our Researcher Support Department which is located at:

Researcher Support  
Elsevier Ltd  
125 London Wall  
London  
EC2Y 5AS  
United Kingdom

[Contact us](#) via our Support Center  
<https://service.elsevier.com>  
Phone: +44 1865 84 3577

Model Cancellation Form

To: [Researcher Support](#)

Subject: Cancellation of order for [article\_reference].

Or, when sending this by post:

Researcher Support  
Elsevier Ltd  
125 London Wall  
London  
EC2Y 5AS  
United Kingdom

Dear Sir, Madam,

I hereby give notice that I cancel my contract [DELETE AS APPLICABLE: [of sale of the following goods/for the supply of the following service].

Goods/Service:

Ordered on:

Received on:

Name of consumer:

Address of consumer:

Signature of consumer:

Date:

#### General

In the event of any inconsistency between these Terms and the Terms and Conditions of the Site, these Terms shall prevail.

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