
Terms and conditions of sale

1. General

1.1 English Law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

1.2 If you are more than one person, each of you has joint and several obligations under these terms.

1.3 If any other these terms are unenforceable as drafted:

1.3.1 It will not affect the enforceability of any other of these terms; and

1.3.2 If it would be enforceable if amended, it will be treated as so amended.

1.4 We may treat you as insolvent if:

1.4.1 You are unable to pay your debts as they fall due; or

1.4.2 You (or any item of your property) become the subject of:

a) Any formal insolvency proceeding (examples of which include receivership, liquidation, administration, voluntary arrangements (including moratorium) or bankruptcy)

b) Any application or proposal for any formal insolvency procedure; or

c) Any application, procedure or proposal overseas with similar effect or purpose.

1.5 All Brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering in any contract with us.

1.6 Any notice by either of us which is to be served under these terms may be served by leaving it at or delivering it to (by first class post or by fax) the other's registered office or principle place of business. All such notices must be SIGNED.

1.7 No Contract will create any right enforceable (by virtue of the contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.

1.8 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:

1.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or

1.8.2 which expressly state that you may rely on them when entering into the contract.

1.9 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

1.10 The Company will only do business with you under these conditions of sale.

1.11 No Contract is made with the Customer until the goods have been despatched by the Company and a despatch note issued.

1.12 All Customer purchase orders must be submitted or confirmed in writing. The Company is not obliged to accept any purchase order.

1.13 The Customer must decide before ordering if the goods are suitable for the Customer's needs.

1.14 The Customer is not our agent. The customer has no authority to make any contract on our behalf or in our name.

2. Price

2.1 Any price stated by us in any catalogue, website, sales literature, pricelists or other documentation may be changed by us at any time. The Customer must confirm the pricing before ordering.

2.2 No quotation by us will constitute an offer and all quotations are subject to withdrawal without notice.

2.3 Subject to Clause 2.2 quotations lapse 7 days after the date of quotation.

2.4 The price for any goods stated by us is exclusive of any applicable VAT and carriage, postage and packaging and any other duties taxes applicable.

3. Payment

3.1 Non- Account Customers are required to pay the Company in full in advance for any goods ordered by Debit card, credit card, or cheque on delivery. The goods will be dispatched when the payment has been authorised.

3.2 The Customer must pay us for all goods purchased on an approved credit account in full within 30 days of the invoice date or any such alternative terms agreed in writing.

3.3 If the Customer fails to pay in full by the payment date we may

3.3.1 Suspend or cancel future deliveries

3.3.2 Cancel any discount offered to you

3.3.3 Charge you interest at the rate set out under s6 of the late Payment of Commercial Debts (Interest) Act 1998

a) Calculated on a daily basis from the date of our invoice until payment;

b) Compounded on the first day of each month; and

c) Before and after any judgment (unless a court orders otherwise);

3.3.4 Claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and 3.3.5 recover (under clause 4.7) the cost of taking legal action to make you pay.

3.4 The Company reserves the right to charge a 5% surcharge on all credit card or charge card transactions.

3.5 The Company reserves the right to charge an administration fee for payments over 30 days of the invoice date.

3.6 The Company reserves the right to charge an administration fee on returned payments not cleared, as allowed under statute.

4. Credit

4.1 The Company may at its discretion offer you a credit account; subject to us being satisfied as to your credit worthiness. The Customer acknowledges that we may carry out status enquiry checks on you.

4.2 The Company may at any time withdraw; increase, or change the payment date of any agreed credit account at any time at our discretion.

4.3 The Customer does not have the right to set off any money you may claim from us against any money you may owe us.

4.4 While you owe us any money, we have a lien on any of your property in our possession.

4.5 The Customer is to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financial costs and including legal costs on a full indemnity basis) following any breach by you of your obligations under these terms.

5. Risk

5.1 Risk of damage to or loss of the goods will pass to you on prior arranged collection or on delivery to your premises.

5.2 The customer must inspect the goods immediately upon delivery and in all cases must inform us in writing within 3 days of delivery of any damage, shortages or non-delivery of the goods. The Customer must give us (and any carrier) a fair chance to inspect the goods. If the Customer fails to notify us in accordance with these requirements, you will not be entitled to reject the goods and will be deemed to have accepted the goods in accordance with the contract.

6. Ownership

6.1 Ownership of the goods only passes to the Customer when we have received payment in full or cleared funds for those goods and any other goods supplied by us to you for which payment is then due.

6.2 Until such time as ownership of the goods passes to you, you must keep the goods separate from your goods and those of any third parties and properly stored protected and insured and identified as our property. The Company will also be entitled to require you to deliver up the goods to us. If the Customer fails to do so, you must permit us, its agents or representatives to enter its premises or any premises of its third party where the goods are stored and repossess them.

6.3 The Customer may use the goods and sell them in the ordinary course of your business, but not if:

- a) we revoke that right (by informing you in writing); or
- b) you become insolvent

6.4 Despite our retention of title to the goods, we have the right to take legal action to recover the price of the goods supplied should you not pay us by the due date.

7. Cancellation

7.1 No Purchase order can be cancelled by you, except with the written agreement of us authorised for that purpose.

7.2 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.

7.3 We may suspend or cancel the order, by written notice if;

7.3.1 you fail to pay us any money when due (under the order or otherwise)

7.3.2 you become insolvent

7.3.3 you fail to honour your obligations under these terms.

8. Returns

8.1 Goods are not sold on a trial basis. Where goods are not faulty but you wish to return them, the goods can only be returned to us if fully re-saleable and subject to a re-stocking charge. The re-stocking charge will be

25% of the purchase price of the goods or £20.00 whichever is the greater. This charge includes our reasonable costs of Carriage, postage and packaging.

8.2 A returns authorisation Number must be obtained by you from us before any goods can be returned. The Company will not accept goods returned without a Returns Authorisation Number.

8.3 The Customer must return the goods to The Company.

8.4 The goods must be returned with the manufacturers original packaging not damaged or defaced. If this is not available, a stout carton must be used with high-density foam providing at least 150mm clearance surrounding the entire product so as to ensure safe transit and ease of identification. The goods must be returned in their entirety including all disks and manuals and cables.

8.5 The return of fault goods is subject strictly to individual manufacturers "Dead on Arrival" (DOA) policies. Details of these can be obtained by us.

8.6 Where a Customer notifies us of a defect in the goods within the time provided for the applicable manufacturers DOA policy, and our technical inspectors subsequently verify that defect, we will replace the goods or refund the monies paid by you for the goods.

8.7 The goods will be tested upon receipt. If no fault is found the goods will be returned to you. If a fault is found and the applicable manufacturer DOA Period is exceeded, then the goods will be repaired under the terms of the manufacturer's warranty.

8.8 Where it is established that the goods are faulty or defective in line with a manufacturer's warranty, most warranty repairs will be carried out on a return to us basis. Some manufacturers have a day one back to base policy. All parts and labour charges will be waived. In some instances, the manufacturer's warranty requires you to contact the repair agent directly. If this is the case, we will inform you.

8.9 Goods can only be returned to us using a carrier approved by us. Where you use an unapproved carrier

you will be liable for all costs, losses, or damages or other charges incurred by us in relation to such use.

8.10 Risk in any goods that you are returning to us remains with you until our approved carrier has collected the goods.

8.11 Before returning any goods to us it is your responsibility to back up or save any data. The company accepts no liability for the loss of any data.

8.12 If you return goods within 7 days of the invoice date we will send replacement goods to you and collect the defective goods.

8.13 If the goods are not defective or if defected goods are returned more than 7 days after the invoice date we will issue you with an RMA number. Returned goods must be sent to our premises, carriage paid, and clearly marked externally with the RMA Number.

8.14 You have 14 days from receipt of an RMA number to return the goods to us. If this period expires and you have not returned the goods you must obtain a new RMA number from us. We will not accept the return of goods where the RMA number has expired.

8.15 If you return goods that are not defective you must ensure that the goods are as fit for sale on their return as they were on their delivery. We also reserve the right to make an administration charge in regard to non-defective goods.

8.16 If we have supplied your goods, this does not automatically grant you free on-site support. We will endeavour to help you over the telephone but any remote assistance will be chargeable on software faults.

9. Warranties and Liabilities

9.1 The Company warrants that the goods will:

9.1.1 Comply with their description on our order confirmation form; and

9.1.2 Be free from material defect for a period of 12 months (unless otherwise stated) from the delivery date (as long as you comply with clause 10.3)

9.2 The Company gives no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of their goods or their fitness for any purpose.

9.3 If you believe that we have delivered goods that are defective in materials or workmanship, you must;

9.3.1 inform us (in writing), with full details, as soon as possible (in any event within 12 months from the date of delivery); and

9.3.2 allow us to investigate (we may need access to your premises and product samples)

9.4 If the goods are found to be defective in material or in workmanship (following our investigations), and you have complied with those conditions (in clause 10.3) in full, we will (at our option) replace the goods or refund the price.

9.5 Our Remanufactured Warranty does not apply where:

9.5.1 the goods are or any parts of them are second hand;

9.5.2 there has been improper use of the goods or if the goods have been repaired or modified without our written authorisation; or

9.5.3 the "void if peeled" sticker or serial number has been tampered with, removed or defaced in any way.

9.6 As we are not the manufacturer of the goods or parts, our liability is limited to any benefit that we may receive under any guarantee given by the manufacturer of the goods or parts.

9.7 The Company is not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.

9.8 The Company's total liability to you for damage to property caused by our negligence is limited to the value of the original agreed contract or invoice.

9.9 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.

9.10 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

9.11 Where goods are covered by a manufacturer's warranty, the customer will be responsible for contacting

and returning any registration or warranty cards to the relevant manufacture

9.12 The Company is not responsible for any acts of the manufacturer or its agents including (without limitation) any failure by the manufacturer to replace or repair any of the goods, which are subject of the manufacturer's warranty.

9.13 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, except where goods are sold to a person dealing as a Consumer as defined in the Unfair Contract Terms Act 1977.

9.14 Please note that where a transaction (as defined by the Consumer Transactions (restrictions on Statements) Order 1976 the statutory right of the Customer are not affected by these conditions.

9.15 The Company will not be liable to you by reason of any representation (unless fraudulent) or implied warranty, condition or other term or any statutory or common law obligation, except in respect of death or personal injury caused by our negligence.

9.16 The Company will not be liable for any indirect, special or consequential losses or damages (whether for loss of profit or otherwise) costs, expenses, or other claims for compensation whatsoever (whether caused by the negligence of us, our employees, agents, or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by you.

10. Force Majeure

10.1 The Company will not be liable to you by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the goods, where the delay or failure was due to any cause beyond our reasonable control.

10.2 Examples of those circumstances include acts of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

11. Insolvency of Customer

11.1 The Customer must inform us in writing immediately if you become insolvent.

11.2 If the Customer is insolvent or we reasonably understand that you are about to become insolvent, we will be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to you. If the goods have been delivered and not paid for the price of the goods will become due and payable immediately despite any previous agreement or arrangements to the contrary.

12. Export or Import Licenses

12.1 The Customer will be responsible for obtaining all licenses for the export or import of the goods and any other licenses required for the delivery of the goods to a destination outside the UK.

12.2 Where the goods are supplied by us to by way of export from the United Kingdom Clause 9 of these terms applies (except to the extent that it is inconsistent with any written agreement between us)

12.3 The 'Incoterms' of the Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency

12.4 Unless otherwise agreed, the goods are supplied ex works our place of manufacture.

12.5 Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give notice under section 32 (3) of the Sale of Goods Act 1979

12.6 You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods, which would be apparent on inspection unless a claim is made before shipment. We are not liable for damage during transit.

12.7 We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977)

13. Specification

13.1 We reserve the right;

13.1.1 to make any changes in the specifications of our goods that are necessary to ensure that they conform

to any applicable safety of statutory requirements; and

13.1.2 to make without notice any minor modifications in our specifications we think necessary or desirable.

14. Waiver and Variations

14.1 Any waiver or variation of these terms is binding in honour only unless;

14.1.1 made (or recorded) in writing;

14.1.2 signed on behalf of each party; and

14.1.3 expressly stating an intention to vary these terms

14.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an

Order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

Offsite Servers
Innovation Centre
1 Devon Way
Longbridge Technology Park
Birmingham
B31 2TS