

DEFINITIONS

"Our" and "Us" refers to the seller (vendor) whose trading style appears on your order and invoice. "You" and "Your" refers to the original company, organisation or individual who purchases goods and/or services directly from us. "Reseller" refers to any person or company who purchases items for resale onto a third party. "Consumer" refers to any person who is acting for purposes which are outside his trade, business or profession. In all cases, for "he" read "he or she".

YOUR RIGHTS

You and We are protected by statutory (legal) rights, according to the laws of England and Wales or any European Legislation which applies in England. Where statutory legislation exists, or new legislation comes into force, your and our statutory rights are not affected by anything within these terms, and those rights take precedence over these terms. Where any part of these terms is overridden by legislation, all other terms still apply. Any order placed with us is subject to acceptance.

1. ORDERS

All orders received are subject to acceptance by Seller. Orders for standard products, if cancelled by Buyer may be subject to a cancellation fee or restocking charge at the sole discretion of the Seller. Orders for special or custom products shall be non-cancellable.

2. PRICES

All prices quoted exclude carriage and VAT which will be charged at applicable rates and added to the invoice total. Unless explicitly requested, method of carriage will be at our discretion. Any costs omitted or corrections on your invoice will be invoiced/credited/charged later. You must notify us promptly if you are not invoiced the correct amount and we will correct the error. In the case of credit/debit card orders, should the full amount not be charged immediately, the balance is payable by you on demand. All advertised/advised/published pricing is subject to change at any time without notice due to market/currency fluctuations and other factors. If a price has risen, we will advise before proceeding with an order if you have specified a different price on your order.

3. TERMS OF PAYMENT

Payment shall be net thirty (30) days from date of invoice or as otherwise specified by Seller. We accept payment by cash, cheque, postal order, banker's draft, BACS and most credit/debit cards. Credit card transactions may sometimes be subject to a handling fee, but you will be notified of this before any such charge is made. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank cheque and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and all Non-Standard Products ordered by Buyer. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. Cheques are accepted subject to collection and the date of collection shall be deemed the date of payment. Any cheque received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such cheque, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such cheque shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance. Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such lower rate as may be the maximum allowable by law. If Buyer fails to make payment when due, Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable legal fees. If a payment made by cheque bounces, you shall be liable for all reasonable costs incurred as a result.

4. FORCE MAJEURE

Seller shall not be liable for failure to fulfil its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labour or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay or Seller may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

5. DELIVERY AND TITLE

Seller retains title to goods until Seller has received full payment. Buyer irrevocably agrees that Seller or Seller's agents can enter Buyer's premises to remove goods for which Buyer is in payment default. Demand for the return or recovery of goods shall not discharge the Buyer's liability to pay the whole of the invoice or the right of the Seller to sue for the whole invoiced amount plus legal costs and expenses. Risk of loss passes to Buyer upon delivery of Product to Buyer. Seller shall make selection of the carrier and delivery route. Seller shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates. Seller reserves the right to make deliveries in instalments. Delivery of a quantity that varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one instalment shall not entitle Buyer to cancel other instalments.

6. DELIVERY AND TRANSIT DAMAGE

No delivery times are guaranteed. Timed deliveries or arrival time estimates are provided as a guide and target only. In the case of a timed delivery not being made on time, any surcharge for that service made will be refunded, which will be the extent of our liability. All deliveries we (or our agents) make will require a signature on delivery. If a package appears to be damaged before you open it, the consignment must be signed for with a note to that effect. Goods damaged in transit must be notified to us within 48 hours of receipt. You must keep all packaging as that may be required in the event of a claim.

7. RETURNS

Before goods can be returned, whether for repair, replacement or refund, in order to ensure smooth and prompt handling, we must issue a RETURNS AUTHORISATION in order that we can track it accurately. Your carriage costs/charges are not refundable and you should use a suitably packed/insured/traceable carriage method. Items should be returned within seven (7) days of authorisation. Where the original purchase had the delivery charge waived ("Free Delivery"), you may be charged the delivery cost originally waived. Where a return is agreed, we may charge a restocking fee. In the case of mis-shipped units, you should advise us within 48 hours of receipt.

8. YOUR RIGHT TO CANCEL

Buyer orders received by email/web/phone/fax/post may be cancelled within seven days of receipt only in accordance with your statutory rights. Collection/delivery charges may be made by us and you must retain all goods complete, in their original condition and having taken reasonable care of them. See also section 8 above. Only certain products are covered by this term and it does not apply to goods purchased by businesses or good purchased for use in a business or trade. Your right of cancellation does not extend to products whose price is dictated by fluctuations in the financial market (e.g. those products we buy in other currencies), second-user products, customised products, perishable products, products used in the course of your trade, profession or business, software, Audio/Video recordings or any other products or services which are not included in relevant legislation. You cannot cancel any contract for services carried out by us once they have been started, for example delivery/packing/handling charges. In order to cancel an order, you must ensure that we receive your notice within seven days. In order to avoid any misunderstanding or unnecessary cost, you are strongly advised to check with us before cancelling your order. Please also ensure that we issue a returns authorisation before you send any goods back so that we can track/handle the return promptly and efficiently. When returning goods, you should use a suitably traceable/insured method.

9. WARRANTIES & SUPPORT

All new goods sold by us are covered by a 'return to base' (RTB) warranty of 12 months to the original purchaser, or as required by applicable law. Used products (including refurbished, second-hand and ex-demo products) will have a warranty of 90 days, except where otherwise specified. Examine the specific product's warranty for details of what type of faults or breakdowns are

covered. For any warranty claim, you must have your original invoice showing the product's serial number. Any extended warranty offered by a manufacturer beyond the 12 months does not form part of your contract with us, though we may offer to handle it on the manufacturer's behalf. Do not attempt to repair, modify or open any product unless specifically advised by us to do so as this may invalidate the warranty. You need your proof of purchase (invoice) for all support/warranty issues. The warranty runs from the original invoice date onwards. If a fault does develop or is found, this must be notified to us promptly. We endeavour to provide technical support and facilities to assist/enhance your usage of the products purchased from us, however such supply/provision is provided as a courtesy only and not included in your contract with us and may be withdrawn or refused at any time.

10. GOODS SUITABILITY

It is your responsibility to ensure that the correct goods and correct model are ordered for your purposes. In some circumstances, the capability we specify/advertise of the product may not match that of the manufacturer's or other vendor's published specifications elsewhere, often due to international variations. This may also apply to specifications listed within any packaging and user guide/manuals supplied which may not apply to your particular product, either due to product development, varying models, specification change or local variations. We cannot guarantee that the product will continue to work correctly during your ownership if your original environment changes, for example if your line, location or other hardware is altered (by you or a third party supplier) such that it is no longer compatible with the product.

11. CREDIT CHECKING / VALIDITY

We reserve the right to liaise with credit reference and other agencies with regard to your status and submit information accordingly and in line with relevant legislation. We also reserve the right to refuse any unexecuted order, without giving a reason. Certain products may only be available to qualifying persons or persons in particular geographical areas.

12. DELIVERY

Although we endeavour to process, dispatch and delivery orders promptly, no absolute guarantee is given of any dispatch/delivery timescales. Where a premium service is requested (e.g. AM delivery or Saturday) our liability extends only to a refund of the premium should the delivery not be attempted during the time requested. Same-day dispatch is subject to the order being received earlier than that working day's 'cut-off' time but this may vary with workload or due to subcontractor/staff issues or around holiday periods. "Working day" is considered to be Monday to Friday, excluding holidays or any other day on which we or our warehouse is closed. Deliveries may be made any time between 8am and 6pm. Our standard delivery service cover most parts of mainland UK. It is essential that someone will be at the delivery address to receive and sign for the goods. It is vital that you provide the correct address, in as much detail as possible, including a complete postcode. If the address or postcode you give is incorrect or you request a re-routing from the original destination (via us or directly to the courier), you will be charged for the re-routing costs at our standard carriage rates.

13. EXPORT CONTROL

The sale, resale or other disposition of certain Products and related technologies or documentation may be subject to the export control laws, regulations and orders of the United Kingdom and may also be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

14. STATEMENTS AND ADVICE

If statements or advice, technical or otherwise, are offered or given to Buyer, such statements or advice shall be deemed to be given as an accommodation to Buyer and without charge and Seller shall have no responsibility or liability for the content or use of such statements or advice.

15. INTELLECTUAL PROPERTY

If an order includes software or other intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

16. ASSIGNMENT

We reserve the right to transfer any debt to us or other elements of our contract with you, or other liabilities in part or whole to a third party, any such assignment or transference will maintain all existing contractual terms. This may include the use of a factoring or other finance company for the assignment of your debt to us. All existing liabilities from us to you, and vice versa will remain valid, including any warranties or service agreements.

17. PRIVACY

When placing an order, we require various personal details from you. It is important that you supply all details requested in order that we can validate orders efficiently. You can be assured that we treat your personal details, including email address and telephone numbers in confidence. We do not disclose such details to any third party or otherwise use them, except in connection with expediting/processing your orders/products. We do not send out unsolicited emails ('spam') and your email address will not be added to any mailing lists (unless requested). We will not use details of your purchases in our marketing/publicity materials or any other promotion without your consent and your credit/debit card details are not stored or retained on the web server. These policies exclude any disclosure which we are required by law to make, crime prevention, legal action or any issues relating to product safety. If ultimately we are unable to satisfy ourselves of the validity or other aspects of an order, we may not accept it.

BY PLACING AN ORDER WITH US, YOU ARE BOUND BY THESE TERMS UNLESS AGREED OTHERWISE BY US IN WRITING. ALL STATUTORY RIGHTS APPLY AS PER THE STATUTE OF THE UNITED KINGDOM AND EUROPEAN UNION WHERE APPLICABLE. YOU SHOULD KEEP A COPY OF THESE TERMS AS WE MAY NOT.