

Terms and conditions

1. **GENERAL:** All orders are accepted and goods supplied subject to the following express terms and conditions. These conditions may not be modified or varied unless The Computer Doctors Ltd (hereafter referred to as the company) agrees in writing, and the company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communications from the buyer. No person has authority on behalf of the company to vary any condition except a company director or the company secretary and then only in writing signed by a company director or the company secretary. No binding contract shall be created until the company has indicated its acceptance of an order in writing.

2. **SETTLEMENT TERMS:** Where credit terms are allowed, terms of payment are strictly net and payable 30 days from the date of the company's invoice. No receipts will be issued against payments by cheque unless specifically requested. The company, at its discretion, reserves the right to implement charges (including interest charges) on accounts outstanding beyond the time specified in this condition. A surcharge of, the current Bank of England base rate plus 8% may be implemented if the payment due remains outstanding for a period of greater than 30 days after the date of the company's invoice. The rate of interest charged shall be 1/12th of this amount per month from the due date until payment is made. The company can exercise this right in addition to any other rights it may have in respect of the goods non-payment. Where goods are supplied in instalments, each such instalment, separate instalments, delivery or part shall be made as if the same constituted a separate contract. Payment by the due date shall be of the essence of the contract.

3. **PRICES:** All prices are subject to change without notice. Unless otherwise agreed in writing, all orders are executed subject to prices ruling at the date of dispatch and no price list of the company, whether published or not, shall affect the right of the company to charge for goods in accordance with this clause. In the event of any variation or suspension of orders through the buyer's instructions or lack of instructions, prices may be increased to cover any extra expenses thereby incurred by the company.

Where applicable value added tax will be charged at the rate applicable at the date of invoice.

4. **CREDIT:** Any contract shall be subject to the company being satisfied as to the buyer's credit worthiness and without generality to the foregoing the company may, in its absolute discretion having informed the buyer that the goods are ready for delivery, refrain from delivering the goods until such time as the buyer renders the purchase money to the company in a form satisfactory to the company. Prospective business customers wishing to open a credit account are requested to furnish two trade references and one banker's reference. Until the opening of a credit account has been confirmed, delivery will not be made unless payment has been received with order or made against the company's pro-forma invoice.

5. **ORDERS & ACCEPTANCE:** Orders sent in confirmation of telephone instructions should be clearly marked as such, otherwise any additional expense incurred as a result of duplication of orders will be payable by the buyer. The provisions of the Distance Selling Regulations 2000 will apply to all distance sales made to private consumers. Acknowledgement of an order does not constitute acceptance until the order is confirmed in writing by us.

6. **CANCELLATION-PRIVATE CONSUMERS:** Your right of cancellation under the Distance Selling Regulations apply to all sales made online or by any other distance means with this company. You

may cancel the contract under the Distance Selling Regulations by notifying us no later than 7 working days after we deliver the goods that you are cancelling the contract. We strongly recommend that you do this by e-mail or by calling us. You may not cancel your contract with us under the Distance Selling Regulations where any audio or video recordings or computer software has been unsealed by you. If you cancel the contract under the Distance Selling Regulations, you must take reasonable care of the goods from the time you receive them until you return them to us. If you cancel the contract under the Distance Selling Regulations you must return the goods to us at your own expense. If you cancel the contract under the Distance Selling Regulations and do not return the goods as required, we may charge you our direct costs of recovering the goods.

6. CANCELLATION-BUSINESS CUSTOMERS: Acceptance of cancellation of an order shall be at the discretion of the company and any such acceptance may be subject to payment by the buyer of a cancellation charge, representing the company administrative costs involved. In certain instances where the company has spent considerable effort in obtaining goods specially requested for by the customer, the

company may decide at its discretion not to allow cancellation of such order.

7. DELIVERY: Delivery dates are given in good faith by the company and for private consumers will normally be delivered within 30 days unless we notify you otherwise. Estimated delivery times shall not amount to any contractual obligation to deliver at the time stated. No liability for direct or consequential loss or damage arising from delay in delivery will be accepted by the company.

8. TITLE TO GOODS: The company and the buyer agree that until the company has received fully cleared payment for the goods: a) Property in the goods shall remain with the company and the buyer shall hold the goods as a bailee and be fully accountable to the company in respect thereof until such time as payment in full has been received by the company for all goods supplied. b) As bailor of the goods, the company, by its employees or agents, shall (without prejudice to the buyers continuing fiduciary obligations) be entitled to enter upon or into any land, buildings or vehicles where the goods, delivered to the buyer under this contract together with any interest or any other sum payable in respect of the goods under this contract, or part of them, are situated or are reasonably thought to be situated, to retake possession of the same.

9. DESPATCH CHARGES: All orders will be subject to carriage charges. Mainland UK charges are as stated in the company's current advertisements. For other areas (including N. Ireland, Scottish Highlands, Channel Islands) carriage charges can be obtained from the company. Special delivery (within 24 hours) within the UK mainland may be arranged with the company at an additional charge. For businesses to business contracts, this additional charge will not be refundable in the event of any disagreement/dispute arising on that contract however we will refund all delivery charges applicable to contracts with private consumers who have exercised their right to cancel under the Distance Selling Regulations 2000.

10. DAMAGE OR LOSS IN TRANSIT AND SHORTAGES: Any damage to goods in transit, or shortages, must be notified to the carriers immediately and to the company within 24 hours of receipt in writing. Packaging and contents must be held for inspection.

11. COMPATIBILITY: Goods are not supplied on a trial basis. Customers are responsible for verifying suitability and compatibility of equipment before purchasing it. All equipment with variable configuration is supplied at a default configuration unless specified otherwise in writing or so requested. All software items supplied are subject to Manufactures licensing agreement

the seal must not be broken if the conditions of the license are not acceptable.

The rights of the private consumer under the Distance Selling Regulations 2000 are unaffected by this.

12. UNCOLLECTED ITEMS: The customer will be advised by telephone, or other means, when items in our workshop for repair, upgrade or ordered to be collected later, are ready for collection. Uncollected items will be stored for a period of 60 days after which time the item will be disposed of. Any monies due for repair, inspection or parts shall be deemed to be a debt to the company and pursued in the normal manner.

13. RETURNS: For Business to business contracts a Return Merchandise Authorisation (RMA) must be obtained from the company prior to returning any item and within seven days of receipt. The returned item must be accompanied by the relevant invoice / delivery note. The company accepts no responsibility whatsoever for items returned without a RMA and the relevant invoice / delivery note.

Private consumers returning goods under the Distance Selling Regulations 2000 should return the item via a postal service that is recorded (i.e. the delivery is signed for) or trackable online; and (b) the item is undamaged and in fully resalable condition, the company will refund to the buyer, the full purchase price including original postage costs if applicable.

Software items will not be accepted for return unless the goods are faulty or the shrink-wrap or copyright seal is intact. All packaging material must be retained until the goods are fully inspected. If for any reason the goods are returned, they must be returned in their original packaging material. All warranty repairs must be returned in the original packaging. The private consumer's statutory rights are not affected.

14. WARRANTY: Where the company does not manufacture the goods (or where the goods comprise computer software and does not publish the software) subject to the conditions set out below the company sells the goods with the benefit of the manufacturer's or publisher's warranty (as the case may be).

a) The company will repair or replace, at its discretion, faulty equipment, it will be the customer's liability to pay carriage charges for returning goods to the Company's premises.

b) All goods are covered by a 12 month repair warranty for parts and labour only from the date of purchase. All sub-assemblies which require fitting into other equipment are covered by a 3 month repair warranty for parts and labour only from the date of purchase, provided that the item is correctly installed by a qualified technician. Repairs are made on a best efforts basis.

c) In cases where the equipment manufacturer offers onsite warranty, the buyer will be responsible for contacting the manufacturer or its agents directly to obtain the services required. The company will not be held responsible for the failure of the manufacturer or its agents to carry out the necessary repairs. The company will accept liability for defective goods only to the extent that the company is entitled to make a claim under the manufacturer's or publisher's warranty and obtain from the manufacturer or publisher a refund, credit, repair or replacement in respect of the defective goods.

d) Non UK Mainland The customer will be responsible for all carriage / customs charges to get the defective equipment repaired / replaced under warranty. Customers requiring continuous use of their equipment are strongly recommended to undertake an onsite maintenance contract.

e) The company does not replace any faulty items in advance without first being able to examine the faulty items for themselves.

f) Except where the buyer is dealing as a consumer (as defined in the Unfair Contract Terms act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the products and whether implied by statute or common law or otherwise are excluded.

g) Any special needs by the buyer from the company must say so in writing as to what specifications or standards the buyer requires.

h) Damage caused to any returned goods which is due poor packaging is the responsibility of the buyer.

The private consumer's statutory rights are not affected by any of the above.

15. CONSEQUENTIAL LOSS: The company's liability will be limited to the value of the goods only and not for any consequential damages or losses howsoever caused.

(a) Where the company supplies driver disks for the purpose of loading drivers for various hardware devices it is the responsibility of the buyer to check for any viruses that may be on the disks before they load them to their machine, we cannot be held responsible for any loss of business due to viruses on drivers or any software.

16. FORCE MAJEURE: The Company shall not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is due to causes outside the reasonable control of the company.

17. BANKRUPTCY :In the event of the buyer committing any breach of contract with the company or if any distress or execution is levied upon the goods of the buyer or if the buyer offers to make any arrangement with or for the benefit of the buyer's creditors or commits any act of bankruptcy or, being a limited company, has a receiver appointed of its undertaking or assets or any part thereof or, for the purpose of a reconstruction or amalgamation without insolvency, goes into liquidation, the company shall thereupon be entitled without prejudice to other rights forthwith to suspend all further deliveries until the fault has been made good or to determine the contract or any unfulfilled part thereof, at the company's option to make partial deliveries.

18. LEGAL CONSTRUCTION : Unless otherwise agreed by the company in writing, these conditions and the agreement to which this document relates shall in all respects be constructed and operate as an English contract in conformity with English law.

Onsite warranty applies only to the following post code areas: - NN1 – NN18, NN29, MK11 – MK13 MK15, MK16, MK19, MK40 – MK44, LE16.