

UK CUSTOMERS – TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

"Buyer" means the person who buys or agrees to buy the goods from the Seller.

"Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

"Delivery Date" means the date specified by the Seller when the goods are to be delivered.

"Goods" means the articles that the Buyer agrees to buy from the Seller.

"Price" means the price for the goods excluding carriage, packing, insurance and VAT.

"Seller" means ACE Computer Systems & Supplies Ltd. 5 Long Meadowgate, Garforth, Leeds LS25 2BX.

2. CONDITIONS APPLICABLE

2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all their terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.

2.2 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. THE PRICE AND PAYMENT

3.1 The Price shall be the Seller's quoted price. The Price is inclusive of VAT, which shall be due at the rate ruling on the date of the Seller's invoice. The Seller reserves the right to amend prices at any time without prior notice. Errors and omissions are accepted.

3.2 Payment of the Price and VAT shall be due and payable on the date of the invoice unless credit terms have been specifically agreed in advance. Time for payment shall be of the essence.

3.3 Banker's draft, cash, cheques, debit cards, personal/ consumer credit cards and wire transfer are accepted without surcharge. Amex is not accepted as a form of payment.

3.4 The Price is payable free of any right of set off, lieu or counterclaim.

3.5 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above Barclay's Bank base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

4. THE GOODS

4.1 The quantity and description of the Goods shall be as set out in the Seller's quotation. Errors and Omissions accepted.

4.2 The Buyer will ensure that the Goods purchased are suitable and compatible with his requirements.

4.3 The Seller warrants that it has title to the Goods, but makes no other representation, statement or warranty whatsoever in respect of the Goods (including but not limited to the quality of the Goods and the fitness of the Goods for any purpose for which the Buyer intends to use them).

5. WARRANTIES & LIABILITIES

5.1 The warranty period between the Buyer and the Seller is strictly 12 months unless otherwise stated. Under no circumstances can this warranty be extended and warranties given by the manufacture, dealer or any other party is expressly excluded from this contract between the Buyer and Seller.

5.2 In the case of components that require replacement, these shall be to the same capacity or higher and not necessarily of the same specification or manufacturer.

5.3 The Buyer shall take necessary precautions to back-up the data, the Seller shall not be liable for any loss of data resulting from equipment failure.

5.4 The Buyer shall take necessary Anti-Static precautions when handling any electronic component. Any damage as a result of improper handling will void any warranty.

5.5 If a faulty item is to be repaired then the Seller may take a reasonable time to effect such a repair, which may include the time taken to return it to the original supplier. The Seller shall not be liable for any loss whilst the Goods are being repaired or tested.

6. RETURNS POLICY (PLEASE ALSO SEE RETURNS PROCEDURE AT END)

6.1 The Buyer shall obtain a Returns Material Authorisation number (RMA) from the Seller, before returning any goods. Goods received without a valid RMA number will not be dealt with but stored until the Seller is contacted by the Buyer for the required information.

6.2 The Buyer shall quote the sales invoice number on which the goods were purchased, upon verification by the Seller, the Seller shall issue a RMA number which shall be valid for a period of thirty days.

6.3 The goods shall be returned to the Seller at the Buyer's expense, sufficiently packaged so as to avoid damage in transit, with the original documentation, software and accessories. A valid RMA number should be clearly displayed on the outside of the package. The Seller shall not be liable for loss or damage whilst in transit to the Seller's address.

6.4 If the Buyer returns the Goods in person, these Goods must be left with the Seller for testing. Goods will not necessarily be tested whilst the customer waits. An RMA number will be issued upon receipt of the sales invoice number. No Goods can be left without proof of purchase. Upon receipt of the goods by the Seller, the Seller shall repair or replace at the Sellers discretion and shall be returned to the Buyer's original invoice address. Goods received by the Seller which are damaged, incomplete or not of the Seller's origin shall not be processed and arrangements for their return to the Buyer, at the Buyer's expense, shall be made.

6.5 In the event that the goods are returned and subsequently tested and found to be free of any faults the Seller may make a minimum charge of £10.00 plus VAT to cover the cost of testing, and Buyer shall also pay the return carriage charge. No goods shall be returned without payment of these charges. In the event that payment has not been made within 21 days of notification of the no fault found charge, the goods shall be disposed of without any liability to the Seller.

6.6 The Seller shall reserve the right to refuse to restock any goods which have been:

- i) Supplied in accordance with the Buyers order.
- ii) Returned incomplete.
- iii) Returned not in manufacturers packaging or with defaced packaging.
- iv) Returned in a non-re-saleable condition.

6.7 Goods that are returned for restocking will be charged a minimum of 10% restocking fee (mm. £5 plus VAT) and a testing charge of £10.00 plus VAT. The Seller shall reserve the right to refuse to restock any goods which are incomplete and/or not in their original packaging.

7. ACCEPTANCE OF GOODS

7.1 The Buyer shall be deemed to have accepted Goods 24 hours after delivery to the Buyer.

7.2 The Buyer shall advise in writing within 2 days of receipt of the Goods any discrepancies in specification from the Goods ordered, after which it shall be deemed acceptance of the goods as the specification supplied. After this period, the Buyer shall not be entitled to reject Goods that are not in accordance with the Contract.

7.3 The Seller will not consider any claims for shortage of delivery or damage in transit unless written notice is given to the carrier and Seller within 2 days of the receipt of goods. In this condition time shall be deemed to be of the essence.

8. TITLE & RISK

8.1 The Goods shall be at the Buyer's risk as from delivery.

8.2 In spite of delivery having been made, property in the Goods shall not pass from the Seller until:

- i) the Buyer has paid the price plus VAT in full; and
- ii) no other sums whatever shall be due from the Buyer to the Seller.

8.3 Until property in the Goods passes to the Buyer in accordance with Clause 8.2 the Buyer shall hold the Goods and each of them on fiduciary basis as Bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

8.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller, the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.

8.5 The Seller shall be entitled to recover the price (plus VAT) notwithstanding that the property in any terms has not passed from the Seller. Until such time as property in the Goods passes from the Seller to the Buyer shall upon request deliver up to such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under Clause 8.4 shall cease.

8.6 The Buyer shall not pledge or in any way charge by way of security for and indebtedness any of the Goods which are the Property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller forthwith become due and payable.

8.7 The Buyer shall insure and keep insured the Goods to the full price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

9. FORCE MAJEURE

The Seller shall not be liable in any respect whatsoever for delay in the performance of, or the failure to perform, any obligation pursuant to any order or contract, in each case, as a result of circumstances beyond its control. If such circumstances delay or prevent the performance of any obligation under any order or contract for 30 days

or more, the Seller shall be entitled by written notice to cancel or terminate such order or contract or its outstanding obligations thereunder.

10. REMEDIES OF THE BUYER

10.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods that confirm to the contract of sale.

10.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of these Goods.

10.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods..

11. PROPERTY LAW OF CONTRACT

This Contract is subject to the Law of England and Wales.

SUMMARY OF TERMS

ALL PRICES ARE NET OF VAT AND DELIVERY. PRICES (ERRORS AND OMISSIONS ACCEPTED) ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE. DELIVERY IS CHARGED AT COST.

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