

Terms and Conditions

These Terms and Conditions govern the supply to the Buyer from within the Computercommodities.com companies.

1. Definitions

- 1.1 Contract means any agreement between Computercommodities.com and the Buyer for the supply of Goods, which expressly or by implication incorporates these Terms and Conditions.
- 1.2 Buyer means any person who places an Order with Computercommodities.com
- 1.3 Delivery Address means the address as the point of delivery as notified by Computercommodities.com to the Buyer.
- 1.4 Delivery Date means the delivery date as notified by Computercommodities.com to the Buyer.
- 1.5 Goods means any goods of a type described in product lists made available to potential Customers.
- 1.6 Order means an order given by the Buyer to Computercommodities.com for the supply of goods.
- 1.7 Order Acknowledgment means the Order Acknowledgement raised by Computercommodities.com confirming price, payment and delivery details, where applicable.
- 1.8 Invoice means the Invoice, which has been raised by Computercommodities.com and issued to the Buyer.
- 1.9 Price means the price for the goods as stated in the Invoice, excluding VAT.
- 1.10 Computercommodities.com means Computer Commodities Ltd Company registered in England whose registered office is at: Unit 1 Pittman Court, Pittman Way, Fulwood, Preston, PR2 9ZG.

2. Conditions Applicable

- 2.1 Each quotation shall be deemed to be an offer by Computercommodities.com to supply Goods on these Conditions and if the Buyer shall place an Order for Goods with prior notice of these Conditions such Order shall be deemed to be an acceptance by the Buyer of these Conditions.
- 2.2 If the Buyer shall purport to Order Goods from Computercommodities.com in terms which seek to vary these Conditions Computercommodities.com shall not be bound to supply Goods on such varied terms unless and until Computercommodities.com shall explicitly and in writing accept such varied terms.
- 2.3 No variation of these Conditions (including any special terms and conditions agreed between the Buyer and Computercommodities.com) shall have any effect unless agreed in writing by Computercommodities.com

3. Price and Payment

- 3.1 Prices will be excluding onsite work, unless priorly agreed with Computercommodities.com; delivery charges will be shown as a separate item on the Invoice.
- 3.2 Value Added Tax will be charged at the rate appropriate at the date of the Invoice.
- 3.3 Payment of the full Invoice value must be made within the period as dictated by your credit account, where applicable. The contents of the invoice, including, inter alias, the price shall, in the absence of a manifest error, be deemed to have been accepted by the Buyer unless the Buyer has notified Computercommodities.com, within 48 hours from the receipt of the Invoice that such contents are disputed. Unless otherwise agreed, payment must be made in pounds sterling, without set-off, deduction or withholding. Interest on the overdue balance of any Invoice shall accrue on a daily basis from the date when payment becomes due at a rate of 2% per annum above the National Westminster (NATWEST) Bank base rate of 15% per annum, whichever is greater.
- 3.4 Computercommodities.com shall be entitled to charge Twenty Pounds for all cheques returned or dishonoured by its bank.
- 3.5 Prices quoted on any price list are only for guidance and are subject to change without prior notice.
- 3.6 All specifications, descriptions, catalogues, price list and other technical information are given as accurately as possible, and are only as a guide. The seller may further alter the goods to introduce improvement. The seller will accept no liability for the accuracy.
- 3.7 If the goods are not available at any time, the seller shall not be liable to any contract. Due to any shortages the seller shall be at liberty to deliver any goods in instalments, and delivery shall be deemed to be a separate contract. Computercommodities.com will not be held liable for any of the instalments of the delivery charges when those instalments occur due to stock shortage.

4. Delivery

- 4.1 Delivery will be affected at the Delivery Address.
- 4.2 The delivery date is approximate only and not of any contractual effect. While Computercommodities.com will use all reasonable endeavours to meet the Delivery Date it will not be liable for any loss or damage incurred by the buyer as a result of any failure to deliver on such particular date.
- 4.3 The buyer shall inspect the Goods on delivery and shall within 48 hours of delivery notify Computercommodities.com of any alleged shortage in quantity, damage or failure to comply with description. If the Buyer fails to notify Computercommodities.com within such time the Goods shall

be conclusively presumed to be in accordance with the Contract.

4.4 The customer will accept the Goods during normal business hours unless otherwise agreed in writing and will pay any additional charges caused by failure to do so.

4.5 The customer may only refuse to accept delivery of the goods by reason of obvious transit damage. In all other cases of refusal or wrongful rejection of the Goods the customer shall be liable for all appropriate Charges but this shall be without prejudice to Computercommodities.com claim for loss or damage suffered thereby and the customer agrees to indemnify Computercommodities.com in full against all such losses, including loss of profit, costs and other damages. Any damages incurred during transit must be signed for in the delivery note.

5. Guarantee and Procedure for Return of Defective Goods

Returning product to Computercommodities.com

There are 5 Valid Reasons for returning products to us:

1. You have received damaged product **WE MUST BE NOTIFIED WITHIN 48HRS OF DELIVERY**
2. You have received faulty products
3. You have ordered the wrong product **WE MUST BE NOTIFIED WITHIN 48HRS OF DELIVERY**
4. You have received product you did not order **WE MUST BE NOTIFIED WITHIN 48HRS OF DELIVERY**
5. Product purchased from Computercommodities.com less than 12months ago has developed a fault.

5.1 Returns Procedure - Any customer who believes they have received a product for one of the reasons outlined above should contact our returns department in order to obtain an RMA form – this can be done either directly, by telephone on: 01772 706291 or via email to: returns@computercommodities.com – just download a blank RMA Form, via our website www.computercommodities.com or through you account manager. On receipt of your form please complete, sign and then return by fax, by email or post it back to us at the address above. Our technical department will then contact you to assess the problem. If they are unable to resolve the problem over the telephone / Internet and the situation warrants an RMA number, it will then be passed to returns administrator to be processed. As and when an RMA number is issued it is your responsibility to return the product within 14 days adequately packed, via a traceable source. If you do not return you goods via a traceable source and the goods do not arrive with us it is at your loss, Computercommodities.com will not be able to replace the goods. Computercommodities.com does not collect faulty product. If Computercommodities.com have delivered product in error then we will collect at our cost. Customers who receive their deliveries by van may have RMA items collected when we next deliver to you. However the van will not detour just to collect returns, you may request a special pick if you pay a £5 + VAT collection charge.

5.2 RMA numbers will only be issued for a system as opposed to components if it was wholly assembled by Computercommodities.com. We will not issue an RMA number for a faulty system not built by us or containing parts that we did not supply. If you have self assembled the components it is up to you to test and configure the systems and thus identify a faulty part. You must remove it and return it to us in the normal fashion. We will offer telephone support/ advice to our customers who chose to self assemble. If you are unable to complete a system / test your system we will resolve issues for a "build and test" fee of £25 + VAT for a standard PC. Additional charges may be required for servers.

5.3 Only goods, which are returned to us accompanied by a valid RMA number, will be processed by our returns staff. All goods must be returned in original packing + appropriate packing for shipping. If we receive goods that are not packaged appropriately and they are damaged then they will not be processed and returned with your next order. Any goods arriving without an RMA number will not be processed until a completed RMA form has been received and authorised. Any goods that remain unauthorised/uncollected for more than 28 days will be disposed of. All goods must be complete with all original cables/drivers/manuals. Incomplete items will only be processed on the basis that we will return the incomplete item to the manufacturer/supplier and you will receive replacement as and when they return it to us, please note this can take a significant amount of time. All goods returned must be listed and approved on the RMA form that was originally sent to us. You may not make amendments to a form once an RMA number has been issued. Any amendments/ additions must be made on a new request form. Any good received which are not listed on the form to which their RMA number relates will not be processed.

5.4 All returned goods found to be faulty will be replaced automatically and returned with your next order. If you wish to obtain a credit for faulty items then this must be specified on your RMA form when you send it to us and will be subject to a "25% of item value + VAT" restocking fee. If goods are found faulty within 14 days of invoice date please see the section entitled ADVANCE REPLACEMENT. We will only offer a full credit if we are unable to exchange the goods "like for like" and no "straight swap" replacement is available (i.e. a CD-ROM drive being substituted with a faster equivalent). All returned goods found not to be faulty will be charged a handling fee of "£5 per item" and returned with your next order. Please make sure that you test goods thoroughly before returning them. We will only accept an RMA request form from the invoice holder. It is up to you, our customer to return faulty items. If the items have been resold this is beyond Computercommodities.com control. We will not accept technical calls from end users.

5.5 ADVANCE REPLACEMENT: - Advance replacement is only available within 14 days from invoice date. You will be invoiced (and required to pay for) the replacement part at the current price, **YOU WILL NOT BE CHARGED FOR THE DELIVERY OF THE REPLACEMENT ITEM.** If the returned item is found to be faulty you will be credited at the original cost price. However if the item is found not to be faulty it will be returned to you with your next order and a £5 + VAT charge will be applied. If a non-faulty item is no longer required then you may ask for a credit to be given subject to a "25% of item value + VAT" re-stocking fee. If an item is not returned in its original packaging then the re-stocking fee will be "50% of item value + VAT". All goods found to be faulty after 14 days from invoice date will not qualify for advance replacement.

5.6 DAMAGED PRODUCT: - Any product which is received damaged must be notified to us, by fax/email or in writing within 48 hours of delivery. If product is returned to us with physical damage that has not been notified within this time scale it will be assumed that the damage has been caused after delivery. This will mean that we will not offer a warranty replacement or credit.

5.7 YOU HAVE RECEIVED GOODS YOU DID NOT ORDER: - Any product received that you did not order must be notified to us, by fax/email or in writing within 48 hours of delivery. It will then be collected at our cost and you will be credited in full. Outside of this time scale you will be required to return the goods in the normal manner and a restock fee of "25% of item value + VAT" will be applied.

6. Limitations and Exclusions of Computercommodities.com Contractual Liability

- 6.1** Computercommodities.com obligations are to supply Goods of the quality and description agreed between the parties and to repair or Replace, Goods which are either properly rejected as defective or which become defective during the Guarantee Period but these obligations are subject to the following limitations and exclusions.
- 6.2** Computercommodities.com has no obligation to repair or replace Goods which are accepted by the Buyer but subsequently become defective unless the Buyer shall comply in all material respects with the terms of the guarantee contained in Condition 5. All implied warranties and conditions (whether implied by statute or otherwise) are excluded to the extent that such exclusion is lawful.
- 6.3** Under no circumstances shall the liability of Computercommodities.com under each contract exceed the Price and Computercommodities.com shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer.
- 6.4** It is the Buyer's responsibility to specify correctly the Goods required and if any Goods supplied shall by reason only of their specification be unsuitable for the purpose for which they have been supplied Computercommodities.com shall be under no liability whatsoever to the Buyer for the consequences of such unsuitability unless Computercommodities.com shall have supplied Goods of a specification different from that specified by the Buyer in his Order.
- 6.5** The guarantee given by Condition 5 shall not be valid if the Goods are damaged in consequence of any act or neglect of the Buyer and in particular of any mishandling or careless installation
- 6.6** Computercommodities.com total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the goods.
- 6.7** Nothing in these conditions excludes or limits the liability of Computercommodities.com for death or personal injury caused by the Computercommodities.com negligence or fraudulent misrepresentation.
- 6.8** If you are a business customer Computercommodities.com shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with this agreement.

7. Title

- 7.1** Title to the Goods remains vested in Computercommodities.com until such time as the price, taxes and any other charges due under the Contract have been paid in full.
- 7.2** Until such time as title in the Goods passes to the Buyer, the Buyer shall hold the Goods as Computercommodities.com voluntary bailer for reward. Risk in the Goods shall pass to the Buyer immediately following dispatch from the premises of Computercommodities.com and Computercommodities.com will accept no responsibility for damage or loss in transit.
- 7.3** Computercommodities.com shall be entitled to recover from the Buyer any Goods for which payment has not been received when due and enter upon the premises of the Buyer where the goods are situated or are reasonably thought to be situated to repossess such goods.

8. Force Majure

- 8.1** Computercommodities.com shall not be liable for failure to perform its obligations in the event such performance is prevented or hindered by reason of force majeure. Force majeure shall be deemed to mean all causes beyond the reasonable control of Computercommodities.com.

9. Telecommunications Requirements

- 9.1** Where Goods are sold by the Buyer to the Telecommunications Industry it is the sole responsibility of the Buyer to ensure compliance with the regulations of that industry.
- 9.2** Where Goods are supplied for use in the telecommunications industry the Buyer shall indemnify Computercommodities.com and keep it fully indemnified against all claims of any description however arising which may be made against Computercommodities.com by the owner of the telecommunications equipment.

10. Life Endangering Applications

- 10.1** Goods are designed for standard commercial use and are not intended to be installed or used in hazardous or life threatening environments or for potentially life endangering applications, including but not limited to environments or applications involving safety critical systems in the nuclear industry, the control of aircraft in the air or medical or life threatening applications. The Buyer agrees to indemnify and hold Computercommodities.com harmless from and against all liabilities and related costs arising out of the use of any of the Goods for any of these purposes.

11. Cancellations

- 11.1** Computercommodities.com is under no obligation to accept cancellation of orders for non stock items once a purchase order has been accepted. Computercommodities.com reserves the right to recover costs and loss of profit should the Buyer refuse delivery.

12. Law and Jurisdiction

12.1 The Contract shall be subject to and interpreted in accordance with the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England in all matters arising out the Contract.

12.2 If any of these terms and conditions shall be found to be unlawful, it shall not affect the enforceability of the remaining conditions.

Customer Name: _____

Company Name and Address: _____

Signed On behalf Of The above mentioned Company _____

Position with the above mentioned company _____