

Terms of Business

1. General

1.1 - In these conditions:-

- 1.1.1 "Consumer" means any customer who is purchasing outside the course of his or her business or trade;
- 1.1.2 "you" means the Consumer submitting an order for Goods;
- 1.1.3 "Goods" means the computer and/or other equipment and Software to be supplied under these conditions;
- 1.1.4 "Support Services" means the 'Collect and Return Warranty' support services which you may purchase from us in respect of certain Goods;
- 1.1.5 "Party" means either you or us; "Parties" means you and us;
- 1.1.6 "Software" means the computer programs to be supplied under these conditions as stated on our quotation or order acknowledgement, as appropriate.
- 1.1.7 "Writing" means letter, fax or email.

1.2 The contract for supply of Goods and any Support Services (if applicable) ("Contract") will be formed when you accept our quotation or we accept your order and confirm this to you in writing. Acceptance of an order by us can only be made in Writing. Once the Contract has been formed with you we will file it in electronic or paper copy for our records.

1.3 In deciding whether to accept your order we may carry out a credit check and then will only accept your order if we are satisfied with the results of such check. You confirm that you are happy for us to carry out such check. You agree that we may also use personal information provided by you in order to conduct appropriate anti fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information. If we identify a transaction as being fraudulent or potentially fraudulent we may return any Goods in transit to our warehouse and we may cancel your order.

1.4 We may cancel your order at any time due to error (e.g. if the details of the price, description or availability of Goods you have ordered are incorrect). In such an instance, you will receive a full refund of any charges already paid. If we are unable to accept your order, we will inform you of this and will not charge you. This may be because the item is out of stock, because we have identified an error in the price or description or we cannot meet a delivery deadline you have specified.

1.5 These conditions and any matters referred to on our quotation or order acknowledgement (as appropriate) form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.6 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, despatch note, invoice or other document issued by us may be corrected by us without liability.

1.7 By accepting the Contract you are confirming that you are a Consumer.

1.8 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under this contract.

1.9 Clause headings are for convenience only and do not affect the interpretation of these conditions. Words in the singular include the plural and vice versa.

2. Warranty

2.1 Subject to condition 11, we will offer you either a repair, exchange or refund if your item is faulty, if the fault occurs within 3 days of purchase (or delivery or installation). If replacement or repairs are not possible, we will examine the Goods and, if the Goods are faulty or do not do what we say in Writing that they will do, will, at your option, either remedy the defect in question, replace the defective Goods or refund the price of the defective Goods. This warranty does not apply to Software, which is dealt with at condition 2.5, below

2.2 The warranty in 2.1 above does not apply to faults which been caused by your mis-use and/or neglect of the Goods or by accidents caused while the Goods are in your possession or normal wear and tear.

2.3 Where you return Goods under condition 2.1 we will pay for the delivery of any repaired or replacement Goods to you and will, where you have returned Goods to us within 28 days of delivery, reimburse your reasonable postage costs in returning the Goods. We will not be liable for any delivery costs where you are not entitled to return the Goods to us under these conditions or by law.

2.4 You must return all Goods to us in their original packaging in substantially the same condition as you bought them and you should ensure that all returned Goods bear a return identification number clearly visible on the exterior (such number may be obtained from us prior to return of the Goods by you).

2.5 Software (and its use) will be subject to the terms of the manufacturer's licence contained within the software itself (and accessed upon loading) or within or upon the packaging of the software. Such licence will state the extent of the manufacturer's liability for the software.

2.6 We will supply any Support Services which you purchase from us with reasonable skill and care and in accordance with the written specification which we have provided to you for those Support Services.

2.7 If the Support Services which you purchase from us are not in accordance with clause 2.6, above, or do not do what we say in Writing that they will do, you should notify us in Writing within 30 days of their supply or within a reasonable time from their supply for defects which are not apparent to you following supply of the Support Services. If the Support Services are not in

compliance with clause 2.6, above, or do not do what we say in Writing that they will do, we will, either remedy the defect in question, re-supply the defective Support Services or refund the price (or the part of the price) of the defective Support Services (or part or the Support Services). This warranty does not apply to Software, which is dealt with at condition 2.5, above.

3. Limitation of Liability

3.1 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for.

- o 3.1.1 any losses which are not foreseeable by both Parties when the Contract is formed arising in connection with the supply of Goods and related services or their use by you;
- o 3.1.2 any losses which are not caused by any breach by us;
- o 3.1.3 business or trade losses; or
- o 3.1.4 any loss or costs of retrieval of data, as you should keep adequate back-up copies of data and programs held or used by you

3.2 Our entire liability in connection with the Contract will not exceed one and a half times the purchase price of the Goods and (if applicable) Support Services in question.

3.3 Nothing in this Contract means that our liability to you for death or personal injury resulting from our negligence or that of our employees, agents or subcontractors is limited.

4. Price

4.1 The price for the Goods and/or Support Services is stated on our quotation or order acknowledgement (as appropriate). All prices are in £ sterling, are exclusive of VAT (unless otherwise stated), delivery and installation charges and the cost of packaging and insurance, all of which will be added to or charged on invoices at the appropriate rates and paid by you.

4.2 We may vary the price where the cost to us of acquiring or supplying the Goods is increased between the date of quotation or order acknowledgement (as appropriate) and delivery and including, without limitation, increases in the cost of carriage, packaging or insurance or arising from a change in exchange rate, a change in delivery date, quantities or specifications for Goods requested by you or delay caused by your instructions PROVIDED THAT we will notify you in writing in good time prior to delivery of such price increases and you may cancel your order within 7 working days of this notice if you are unhappy with the price increase.

5. Payment

5.1 Unless we agree otherwise in Writing, you must pay for Goods (and any Support Services) prior to the despatch of the Goods to you by such means as we may notify you of. Where the Goods and/or Support Services are supplied on credit terms granted at our discretion, payment

will be made by you by the end of the month following our invoice date. Payment by cheque is deemed to have been made only upon such cheque being met on first presentation.

5.2 Where you do not make any payment to us under the Contract by its due date then, we may, in addition to any other rights which we have under this Contract:

- 5.2.1 *charge interest on the outstanding amount (as well after as before judgement) on a day to day basis at an annual rate of 4 % above National Westminster Bank Plc's base rate from time to time applicable until the sum due is paid.*
- 5.2.2 *withhold further deliveries, suspend performance of the Contract until arrangements as to payment or credit have been established on terms which are satisfactory to us.*

6. Delivery

6.1 We will deliver the Goods to the place designated by you in the UK in the accepted order or quotation, as appropriate, during normal business hours. The Support Services (if applicable) shall be delivered in accordance with clause 12, below.

6.2 Unless otherwise expressly agreed in writing, any delivery date or time specified by us in any quotation, despatch note or otherwise (including for installation under condition 9) is a best estimate only and in any event delivery shall be made within 30 days from the date we accepted your order unless we agree otherwise we will not be liable to you for any loss or damage sustained by you if we fail to meet that time scale because of circumstances beyond our reasonable control.

6.3 If you become unable to pay your debts (or have no reasonable prospect of so doing), make an arrangement with your creditors, suffer a bankruptcy order or breach your payment obligations under the Contract, then we may, as well as any other rights which we have under this Contract, immediately terminate the Contract and suspend or cancel further delivery.

6.4 If you fail to take delivery of the Goods within a reasonable time, you are liable to us for any loss caused by your neglect or failure to take delivery and our costs of storing the Goods.

6.5 We may have to suspend supply of the Goods (or services described under condition 12) to:

- 6.5.1 *update the Goods to reflect changes in relevant laws; or*
- 6.5.2 *make changes to the Goods as requested by law.*

7. Risk and Title

7.1 Ownership of the Goods and the risk for damage to the Goods will pass to you upon delivery.

7.2 If you fail to pay for any Goods in accordance with these conditions we may bring action against you for the price of the Goods at any time.

7.3 We may suspend the services described under conditions 9 and 12 of these terms if we have reasonable belief that you may not pay the amounts that you owe and we have requested that you explain the position and you have failed to do so satisfactorily.

8. Damage or loss in transit

We shall repair or replace, free of charge any Goods damaged or lost in transit where delivery has been made by our carrier, provided that you give us written notification of such damage or loss within 7 days of the date of our invoice (so that we may comply with our carrier's conditions of carriage).

9. Installation and servicing

9.1 We may for an additional charge install and/or commission Goods at your premises or elsewhere. Condition 3 shall apply to the provision of any installation or commissioning. Goods shall be treated as delivered to you when the same are presented by us at the agreed delivery destination.

9.2 Where we carry out any one-off servicing of the Goods you must keep adequate back-up copies of data and programs held or used by you. We will not be liable to you for any loss or retrieval of such data and programs.

10. Specification

10.1 Where we have put drawings, photographs, illustrations, specifications, performance data, dimensions and the like in sales literature, on web pages or other documentation, we believe they are accurate. However, you should not take them to be a description of the Goods or representations made by us and we do not warrant that they are accurate. If you believe that the differences are significant you may cancel the Contract according to your rights in condition 11 below.

10.2 The specification for Goods may be changed by the manufacturer at any time up to delivery. We will not be liable for any loss or damage suffered in connection with any change. We will try (wherever possible) to advise you of any such impending variation as soon as we are able or upon our receiving notice of the same (as appropriate). You must check specifications for Goods prior to making an order. You may cancel the Contract according to your rights set out in condition 11, below.

11. Your right to cancellation

11.1 If you have purchased the Goods or Support Services online or via our call centre, you have the right to cancel the Contract for the purchase of any of the Goods and the supply of the Support Services (if applicable) within 14 days of delivery (in respect of Goods) and within 14 days from entering into the Contract in respect of Support Services (see condition 1.2, above). We will be happy to exchange the Goods or provide you with a full refund for the price of the Goods and/or Support Services provided that, where delivery has taken place, you have returned the

Goods to us in the same condition that they were delivered and are in an "as new" condition, returned in the original, undamaged packaging. We regret that we cannot accept the return of Software sent to you sealed which has been opened. Unless we agree otherwise with you in writing, you will not be able to cancel the Contract in respect of the Support Services (if applicable) under this condition 11 once the performance of the Support Services has been completed by us. Further, if you agree to our performance of the Services before the expiry of the 14 day period in respect of ongoing Support Services, you may be charged for the cost of Support Services already performed or completed by us if you subsequently choose to cancel the Contract.

11.2 You may use the cancellation form **available by request**, but it is not compulsory to do so.

11.3 This right of return is in addition to any other rights, warranties or conditions available to you. (For example, there are terms implied into our Contract with you under the Consumer Rights Act 2015, which we do not exclude).

11.4 If you exercise your right of cancellation after the Goods have been delivered to you, please call our technical department on 0115 9165510 and obtain a returns number. We would then ask you to package any Goods (if applicable) securely in the original packaging. Please record the returns number on a label attached to the outer packaging i.e. please do not write on or damage the box. The return address is:

Teknika

10-16 Tiller Road
London E14 8PX

11.5 Once we receive the Goods from you, we will give you a refund for the cost of the Goods plus the delivery charge paid (except where the Goods are being returned because you have simply changed your mind). We may make a deduction from the refund for any loss in value of the Goods or unnecessary handling by you.

11.6 For your protection, we recommend that you use a recorded delivery service. Please note that you will be responsible for the costs of returning the Goods to us unless we delivered the items to you in error or the Goods are faulty. If you do not return the Goods as required, we may charge you a sum not exceeding the direct costs of recovering the Goods.

12. Support Services

12.1 If you have ordered the Support Services we will, for the relevant Goods (or part of the Goods):

- o **12.1.1** *subject to clause 12.2, provide a 2, 3, 4 or 5 year limited warranty from the date of the purchase of the Goods (which is in addition to the warranty provided at clause 2.1);*

- *12.1.2 provide you with telephone technical support between the hours of 8:30am to 6pm Monday to Friday for the life of the relevant Goods;*
 - *12.1.3 subject to parts availability, carry out repairs on the relevant Goods where defects are covered by the limited warranty noted at clause 12.1.1, above within 5 working days (being a Monday to Friday excluding bank or other public holidays) on a 'door to door' basis;*
 - *12.1.4 carry out, on any working day (as defined in clause 12.1.3 above), collection and re-delivery of the relevant Goods within mainland UK being repaired under clause 12.1.3.*
- 12.2 The warranty given at clause 12.1.1 and the other Support Services noted in clause 12.1 are subject to the following. They do not cover:*
- *12.2.1 damage to the relevant Goods caused by accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than us), unauthorised modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress of interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes;*
 - *12.2.2 relevant Goods with a serial number that has been altered, defaced or removed;*
 - *12.2.3 problems caused by a device that is not the relevant Goods, whether or not purchased at the same time as the relevant Goods;*
 - *12.2.4 service necessary to comply with the regulations of any government body or agency arising after the date of this contract;*
 - *12.2.5 the provision of replacement equipment during the period when the relevant Goods are being repaired;*
 - *12.2.6 relevant Goods that have been lost or stolen. The Support Services only cover relevant Goods that are returned to us in their entirety;*
 - *12.2.7 cosmetic damage to the relevant Goods including but not limited to scratches, dents, and broken plastic on ports, that does not otherwise affect its functionality or materially impair your use;*
 - *12.2.8 consumable parts, such as batteries except where failure in the same has occurred due to a defect in materials and workmanship;*
 - *12.2.9 preventative maintenance on the relevant Goods;*
 - *12.2.10 damage to, or loss of any software or data residing or recorded in the relevant Goods;*
 - *12.2.11 when providing repair or replacement service, we will use reasonable efforts to reinstall the relevant Goods' original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced unit not originally included in the relevant Goods; or*
 - *12.2.12 defects caused by normal wear and tear or otherwise due to normal aging of the product between the hours of 8:30am to 6pm Monday to Friday for the life of the relevant Goods;*

13. Delay or failure to perform

13.1 We shall not be liable to you if we are prevented or delayed in the performing of any of obligations to you if this is due to any cause beyond our reasonable control including: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

13.2 Where there is risk of substantial delay, you shall be entitled to cancel your order without penalty.

14. Assignment

We may freely assign, sub-contract or otherwise transfer in whole or in part the Contract PROVIDED THAT the quality of Goods supplied to you is not affected. You may not however do so without our written agreement (such agreement will not be unreasonably withheld, delayed or conditioned).

15. Governing Law

15.1 The Contract is governed by the laws of England and the English courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.

15.2 No waiver by us of any breach of the Contract by you is considered as a waiver of any subsequent breach of the same or any other provision.

16. Summary of your key legal rights

This is a summary of your key rights and are subject to certain exceptions. For detailed information, visit the Citizens Advice website: www.adviceguide.org.uk The Consumer Rights Act says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your Goods your legal rights entitle you to the following:

- *up to 30 days: if your item is faulty, then you can get a refund;*
- *up to 6 months: if your faulty item cannot be repaired or replaced then, in most cases, you will be entitled to a full refund;*
- *up to 6 years: if the item can be expected to last up to 6 years you may be entitled to a repair or replacement or, if that does not work, some of your money back.*