

Data Systems (Yorkshire) Ltd

CONDITIONS OF TRADE

1. DEFINITIONS

(a) "the company" means Data Systems (Yorkshire) LTD whose registered office is 65 Headingley Lane, Leeds L62 1AA

(b) "the customer" means the person, company or firm by which the goods and services are purchased.

(c) "the goods" means the goods subject of the contract or contracts to which conditions apply.

2. APPLICATIONS

(a) Unless otherwise expressly agreed in writing by the company, every sale of goods and services by the company shall be the subject to these conditions to the exclusion of any other terms whether contained in any other set of conditions issued by the company or the company's agents or in a form or order or any other document issued by the Buyer (or service user) or the buyers (or service user) agents or otherwise arising whether expressly or by implication.

It is the responsibility of the customer to review these Conditions of Trade when intent on purchase of goods or services of the company.

3. PRICES

(a) Should delivery be required delivery charge and other expenses incurred by the company may be added to the invoice together with VAT.

b) VAT will be added at the date ruling at the date of delivery of the Goods to the customer

(c) The prices shown in our catalogue and prices listed are those ruling at the time of printing. Prices are subject to change without notice. Goods will be invoiced at prices ruling at the time of delivery from the manufacturer and quotation to customer by means of invoice or pricing to public made by the company. Quotations are for acceptance at the time given and unless accepted at that time will be deemed to have been withdrawn.

4. DELIVERY

(a) The customer shall inspect the goods on delivery and shall within 24 hours of delivery notify the company of any alleged defects in the goods. The customer shall give the company an opportunity to inspect the goods within a reasonable time following delivery and before any use of the goods is made. If the customer fails to comply with these provisions, the goods shall be conclusively presumed to be in accordance with the contract and free from any defect and damage and the customer shall be deemed to have accepted the goods. Unless otherwise expressly agreed, times and dates quoted by the company for delivery of goods are intended as approximate estimates only and time of delivery shall not be of essence of the contract. Endeavours will be made to adhere to such times but the company shall not be liable to the customer for any loss or damage - whether direct, indirect or consequential - sustained by the customer as a result of the company's failure to comply with such delivery dates.

5. TITLE

(a) The risk in the goods shall pass from the company as seller/ service provider to the service user/buyer upon delivery of such goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or clear fund payments in full for all goods and services to the buyer under this and all other contracts between the seller and buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods and services shall include the amount of any interest or sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

6. RETURNS

(a) Goods returned to the company which are in accordance with the contract and which are not defective will be accepted for return without the prior written approval of the company on terms to be determined at

the absolute discretion of the company. The company is not obligated to accept return of non-defective goods accepted by the customer at time of purchase.

Returns policy

- A full return will be accepted for credit provided the customer returns the goods in its original packaging and in a saleable condition.
- A 25% restocking fee will be applied to each product returned after 24 hours.
- Returns will not be accepted after 14 days.
- If the company agrees to accept goods for return the buyer shall be liable to pay a handling charge of 25% of the invoice price.
- The company does not operate a 'try before you buy' service. If the customer orders goods and the company supplies said ordered goods from the manufacturer as described to the company by the customer or as they are described in the invoice we will not accept the return of those goods unless found faulty or defective within the terms of warranty.
- Specially ordered stock is not returnable.
- Costs of collection and re-delivery of replacement items will be met by the customer unless attributable to the negligence of the company.
- All goods must be sanctioned by the company prior to the goods being brought back. The company reserves the right to levy a restocking and handling charge.

Warranties

(a) In the event that goods or repair prove defective, all goods and repair carry a 6 month return to base warranty with the following exception:

- Including and not exclusively, cables such as AC power leads, network cables, charger cables which require an additional connector to function carry no warranty for return or replacement.
- Products with a specified warranty period from the manufacturer and sold as new.
- Refurbished parts carry a 30 day warranty.
- Used pc's and laptops carry a 60 day warranty.
- Printers, monitors, power supplies, laptops cannot be returned after 30 days.
- Extended warranties agreed and purchased from the company by the customer are service contracts and carry additional periods in which warranty conditions can be applied.

(b) Note that accidental damage is not recovered by the manufacturer's warranty.

(c) After the 30 day expiry period the customer should contact the manufacturer.

7. REPAIRS.

(a) Hardware Repairs – any repair that has been carried out by the company carries a 30 day warranty unless otherwise stated on the invoice.

(b) All repaired devices including but not exclusively notebook and desktop personal computers, tablet portable computers and mobile telephone and communication devices must be checked by the customer prior to collection and any problems identified must be reported to the company within 24 hours of collection.

(c) The company does not accept liability for damage to any part that the customer has caused or that has occurred prior to receipt or following collection.

(d) The company is not liable for any change to the aesthetic or superficial components of a device accepted for repair in the event that such change is required to affect suitable repair to function of the device.

(e) The company shall not be liable if the customer authorises the company to undertake a repair attempt deemed necessary and that may result in part damage or need for replacement.

(f) Uncollected goods will be disposed after 30 days. Unless the customer has notified the company in writing that they cannot collect the items. In which event, the date

may be extended by a specified number of days or to a specified future date.

(g) The company will charge the customer the investigation and diagnostic troubleshooting cost in advance in order to diagnose a fault and undertake disassembly and assembly of devices submitted for repair. If a fault has been diagnosed and if it transpires that any parts or work is required the company will notify the customer of the same and of costs for required part replacement and physical repair.

(h) If payment is not received in full the company reserve the right to refuse collection.

(i) A non-refundable testing fee is chargeable for investigation and diagnostic troubleshooting.

(j) Customers should retain their invoice as proof of repair, software repairs and data recovery. The company accepts no liability for the loss of files/ data etc. the customer should ensure that they have made backup copies of such data prior to using the services of the company.

(k) Any recommended repair that is not sanctioned by the customer for undertaking may be completed at the customer's request with 30 days of collection without incurring a further investigation and diagnostic cost.

(l) All devices resubmitted for completion of work later than 30 days will be treated as new submissions and require an investigation and diagnostic troubleshooting cost.

(m) The company if so instructed can attempt to recover documents/ data at the customer's request but do so at their own risk.

(n) The company advises all its customers to have up to date antivirus and internet security and to maintain these on a regular basis. In the event that the customer system is infected with a virus, the company may need to repair or recover the customer operating system in which case they will require the customer's original recovery system or the operating system disc and licence.

(o) On-site installations and repairs; the company charge an installation fee within the first hour. We will endeavour to troubleshoot and repair within the first hour. In the event that we cannot meet the timing or estimated cost we will notify the customer of the same.

8 CLAIMS

Any claims in respect of alleged claims of the goods must be notified to the company in writing within 3 days of delivery. Evident damage to external packing must be the subject of an endorsement on the company's delivery note at the time of delivery.

9. PAYMENT

- Payment terms are agreed at the time of the order
- In the event of non-payment within the stipulated time the company reserves the right to make a charge of 2% of the invoice price which will be due from the customer from the date when payment was due until the actual date of payment
- The company shall be under no obligation to make any delivery if the customer is in breach of these conditions of trading. Special prompt payments may be discounts may be available, please ask for details
- The company shall at any time be entitled to deduct or set off against any monies due to such terms, which the company may at any time be liable to pay the customer
- We understand and will exercise our statutory right to interest and compensation costs under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid in accordance with the agreed terms

10. RESERVATIONS

(a) The company reserves the right to vary deliveries as it may deem necessary having regards to availability of supplies and changes to manufacturers specification.

(b) Each delivery of goods to the customer shall constitute a separate contract to which these conditions apply.

11. GOVERNING LAW AND JURISDICTION

(a) All contracts and agreements between the company and the customer shall be governed by the Law of England and Wales and the parties shall submit to the jurisdiction of the Courts in Leeds to which all disputes here under shall be referred.

12. CREDIT FACILITIES

Credit facilities may be provided on request and the company will set up a maximum credit limit

13. TERMINATION OR CANCELLATION

(a) In the event of:

- any distress execution or other legal process being levied upon any of the customer's assets; the customer entering into any arrangement or composition any act of bankruptcy or (being a corporation) an order of an effective resolution being passed or its winding up except for the purpose of amalgamation or reconstruction as a solvent company or a Receiver, Administrative Receiver or Administrator being appointed in respect of the whole or any part of its undertaking or assets.
- an encumbrance taking possession of any of the property or assets of the customer.
- the customer ceasing or threatening to cease to carry on business.
- non-payment by the customer of any monies due from them to the company any breach of these conditions by the customer.
- the company reasonably apprehending that any of its events mentioned above is about to occur in relation to the customer, the company shall be entitled to suspend all or any future deliveries of goods, repairs or services.

14 NOTICE

(a) Any notice required to be given or served under these conditions shall be addressed in the case of a notice to be given and served on the customer at the address of the customer shown on the contract or invoice or if none the customers registered office for the time being in the case of a company or in any other case of the company at its registered address for the time being.

(b) Any notice required to be given or sent under these conditions shall be served either;

- by letter leaving the same or sending by first class post and a notice given so given or served shall be deemed to have been given or served on the day it was so left or on the day following that on which it was posted or
- by facsimile transmission and a notice so given or served shall be deemed to be given or served within twenty-four hours of transmission.

15. COMPLAINTS

The company a complaints procedure

(a) The customer should refer to these Conditions of Trade prior to presenting any complaint.

(b) If the customer has any complaints these must be put in writing to the office address quoted on the customer invoice.

(c) All complaints will be dealt with in accordance with these Conditions of Trade and terms herein.

(d) Response to customer complaints shall be presented following reference to these Conditions of Trade.

16. DEATH

(a) All agreement or services or trade with the company automatically end in the event that the customer dies before the company is able to complete customer instructions.

17. LIABILITY DISCLAIMER

(a) No liability shall rest with the company in respect of failure to deliver arising from shortage of supplies, industrial action, force majeure or any other circumstances beyond its reasonable control.

(b) These conditions shall be read with and subject to the customer's statutory rights.

(c) The company accepts no liability for:

- Indirect or consequential loss of any description

- Loss or penalties suffered by the customer failing to reach the required quality or specification due to circumstances beyond the company's reasonable control
- Additional damage or faults occurring after collection that are not detected or recommended for repair at the time of investigation and diagnosis.

(d) In no event shall the company and/or its agents be liable for any of the following losses or damage whether such damage or losses were foreseen, foreseeable, known or otherwise:

- Loss of data; customers are responsible for safe storage of files and data back-up practices of any data or software in their ownership or management. The company is at no time liable for loss of data from any device submitted for repair by the customer or customer's designated representative and accepted by the company for contracted/agreed work to be carried out.
- Loss of revenue or anticipated profits; the customer is responsible for administration and contingency of business hardware and software in their ownership or management. The company is in no way responsible for the administration or management of the customer's enterprise where the customer engages in business with the use of computer hardware submitted for repair.
- Loss of business or opportunity; the customer is responsible for their own business practices and at no time is the company responsible for the enterprise or speculation activities of the customer.
- Loss of goodwill or injury to reputation.
- Losses suffered by third parties; the customer is responsible for all contingencies pertaining to third parties and agreements thereof affected by administration and management of the customer.
- Any direct, indirect, punitive, incidental, special exemplary or consequential damages arising out of unsafe practices by the customer or third parties while using devices repaired by the company.
- Any advice provided for the customer, unless such advice is in writing on the company's headed paper following the receipt of a written specification for the customer. The customer must check and confirm that details of materials required and ordered by the company are correct and no responsibility can be taken by the company for errors in quantities provided by the customer.
- Manufactures specifications and product details will be supplied at the request of the customer but the company will not accept liability for errors or misstatements contained therein
- any direct, indirect, punitive, incidental, special exemplary or consequential damages arising out of or in any way connected with the use of devices repaired by the company or with the delay or inability to use devices repaired by the company, whether based on contract, tort, strict liability or otherwise provided that none of the foregoing and/ or nothing in these conditions limits or excludes the company's liability for death or personal injury caused by proven negligence.

(e) In all circumstances, the customer shall be satisfied that the goods required and ordered meet the intended use. The company accepts no responsibility for goods ordered by the customer due to:

- The negligence of the customer.
- Failure by the customer to make clear to the company the precise purpose for which the goods were required, or
- Failure to take the proper professional advice as to the materials required.

(f) The company reserves the right to make change or amendment to Conditions of Trade. The company and/or its respective agents may make amendments and/or

changes to these conditions at any time. Any contract or trade/service agreement shall be bound by the conditions exiting at the date of acceptance and entry into such agreement.

(g) Customers warrant to the company that they will not use these Conditions of Trade for any purpose that is unlawful or prohibited by these terms, conditions, and notices.