

## **1. General**

Index Computer Supplies Ltd is pleased to accept orders subject to the Terms and Conditions of sale as stated below. In these terms "you" and "your" as appropriate refer to the buyer and "us", "our" and "we" refers to the seller, Index Computer Supplies Ltd. "Days" refers to working days, being Monday to Friday inclusive excluding bank holidays, unless otherwise stated.

## **2. Price & Payment**

**2.1** The price payable for the goods you order is as set out on our web site at the time you place your order or, if you order from one of our catalogues, as set out in the catalogue from which you order provided it is a current catalogue, plus any charges for carriage and insurance as set out in the order form. We reserve the right to change the price of commodity goods due to market conditions but we will confirm the prevailing price with you before accepting your order. We are not obliged to accept your order for such goods and may decline it or limit the order quantity.

**2.2** On occasion, the prices payable of goods advertised on our web site may differ from those prices offered in the then current catalogue, and we are under no obligation to honour any web site price if there is such a difference. Occasionally an error may occur with our web site and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price.

**2.3** Subject to clause 2.4, we must receive payment for the whole of the price of the goods you order, and any applicable charges for carriage and insurance, before your order can be accepted unless we have agreed otherwise in advance in writing.

**2.4** If you are an account customer, payment shall be made in full at the end of the month following the date of invoice. If any amount remains unpaid after sixty days then all invoices then in existence, whether or not due for payment, become payable. With prejudice to any other rights it may have. The company is entitled to charge interest at 2.5% above the Current Base Rate of Barclays Bank plc on overdue payment of any invoice amount of any part thereof.

## **3. Descriptions and Illustrations**

All descriptions and illustrations of goods on our website, in any catalogue, brochure, price list or in any other document provided by us are intended for general guidance only and do not form part of any contract between you and us. We accept no liability for any error or omissions in such documents and cannot be liable in any circumstances for any loss or damage resulting from your reliance on such descriptions and illustrations.

## **4. Deliveries and collection of goods.**

In normal circumstances

**4.1** We will deliver an order within the agreed period, but we cannot be held liable for any loss caused by late delivery. If we do deliver late you are not entitled to regard this as a breach of contract.

**4.2** Goods will be delivered to the delivery address supplied by you. You are considered to have given authority to accept a delivery on your behalf to any person who actually accepts delivery at the delivery address.

**4.3** If we, or any agent on our behalf, cannot deliver to the delivery address then we may, either store the goods and deliver at a later date or return the goods to stock and deliver similar goods later.

**4.4** You are obliged to provide adequate labour and facilities at the delivery or collection address to load or unload the goods without undue delay. We will require compensation for any loss we suffer arising from delivery or collection or non-delivery or non-collection of the goods. If it is not our fault or that of our agent, that any delivery or collection is delayed or cannot be carried out then we will charge you for any extra costs incurred.

**4.5** If we deliver in instalments to you, then each instalment is a separate contract. If payment in full is not made to us at the proper time for orders, which have already been delivered, then we may withhold or cancel delivery of any other of your orders, which have not yet been delivered.

**4.6** Our prices exclude delivery or transport charges, insurance in transit and taxes. We will charge you extra for transport, packaging taxes and insurance as applicable.

**4.7** A valid signature will be required for goods on delivery or collection.

**4.8** All first orders paid by credit card will be subject to a security check, which may delay the order up to 24 hours.

## **5. Retention of Title**

**5.1** General: Notwithstanding delivery of the goods, we will still own them until you have paid in full for them in accordance with this contract and until all money owed by you to us pursuant to any other contract between us has been paid in full.

**5.2** Sale of the Goods: You are allowed to sell on the goods in the ordinary course of your business and if you do title to the goods sold will pass to the person who buys them from you on delivery to them. If you sell the goods to a third party before you have paid for them then you will hold the proceeds of that sale on trust for us pending payment. We will have the right to require you to direct the third party to pay the money they would have paid to you directly to us instead and at our request you will assign to us any rights or claims you have against your customers in relations to the goods.

**5.3** Storage: Until title of the goods passes from us, you shall hold the goods on a fiduciary basis as bailee. You shall store the goods, at your own cost, separately from all other goods in your possession, clearly identified as our property until you have paid for them.

**5.4** Insurance: After delivery and until payment you must keep the goods fully insured. If the goods are lost, destroyed or damaged then you must hold the proceeds of the insurance for and to our order pending payment. If the goods are so destroyed you are not entitled to delay paying us until the insurer of the goods has paid you.

**5.5** Recovery of goods: We may enter your premises without notice and recover the goods, which have not been paid for in full. As between you and us, this sub-clause constitutes your authority for us to enter on the premises of any other person holding the goods on your behalf and on whose property the goods may be and remove the goods.

## **6. Shortages, Damages, Discrepancies**

We will, at our discretion refund or replace where goods have been wrongly delivered or incorrect goods have been delivered as a result of our error, damaged in transit or there is a short supply of an order. We will only consider claims if made in writing to us within 48 hours of the date of delivery. If goods have been damaged or supplied short, then you must keep those goods in one place, separate from any other goods, and let us inspect them if we wish before we decide what action to take. If goods have been wrongly delivered as a result of our error or damaged in transit we will refund in full any shipping and handling charges and applicable tax charges. Goods returned due to customer error are subject to a restocking charge of 15% of the total value of the goods plus any carriage costs incurred by us.

## **7. Delay / Loss in Transit**

Invoices are typically issued on the day following shipment of the goods from our warehouse. If you do not receive the goods within 10 days from the date shown on the invoice, we must be notified immediately by telephone followed by confirmation in writing. No responsibility can be accepted by us for transit losses but assistance will be given in making claims on carriers providing non-receipt is notified within the time limit.

## **8. Data Protection**

In the course of dealings with us you will supply to us data that we will collect and retain. Some or all of that data may be personal data that is subject to the Data Protection Act 1998. The data supplied to us will be processed by us to execute your order, to monitor your account, to select and send to you marketing material and periodically to conduct trade and bank reference enquiries and other credit checks. This will involve the disclosure of your data to and from third parties. You consent to the processing of your data for those purposes.

## **9. Warranty**

**9.1** We do not manufacture goods (or where the goods comprise computer software do not publish or license software) and only sell goods with the benefit of the manufacturer's or publisher's or licensor's warranty as the case may be.

**9.2** All goods supplied by us are warranted to be of sound workmanship and materials and suitable for the purpose for which they are designed under fair conditions. Any claim made by you which is based on a defect in the quality or condition of the goods shall be notified to our Customer Services department. To make a claim under this warranty you must notify us within 40 days of the delivery date or the time stipulated by the manufacturer, whichever is longer, or within 5 working days for hardware or software products. Upon notification of any such claim by you we shall either notify you whether the policy of the manufacturer of the goods is to deal with you direct or shall provide you with authorisation to return the goods. Our liability under this warranty will be limited to the replacement, free repair or issue of credit against any goods acknowledged by us to be faulty, provided that such faults have not been caused by your misuse of the goods or your negligent handling of them.

**9.3** In no circumstances will we be responsible for loss or consequential damage arising from the failure or defect of our goods. If you return the goods in order to make a claim under clause 9.2 above and those goods turn out to be, in our opinion, fault free or damaged by reason of your misuse or negligent handling of them, then we will give you 10 days written notice to make arrangements to collect the goods. You may collect the goods in person or make arrangements for your own carrier to collect them. You will remain liable to pay for the goods in full. We reserve the right to make arrangements to return the goods to you after the 10 day period, charging you our carriage and administration costs. Alternatively at the end of the 10 day period, your non-compliance with our request for instruction will lead us to assume that you have given us unconditional authority to dispose of the goods as we see fit.

## **10. Returns**

Generally, except for warranty claims, we will not arrange collection of goods in circumstances other than those listed in clause 6.

All returns must be authorised by us and a collection reference must be obtained from our Customer Services department. Our carriers have no authority to accept goods for return unless we have agreed in advance. The goods must be in their original manufacturer's packaging and in re-saleable condition. In relation to hardware and software products the goods must be returned in re-saleable condition complete with all the accessories, manuals, cables etc.

## **11. Force Majeure**

We reserve the right to cancel an order or suspend or delay delivery of it without being liable for any loss or damage if supply of the goods is prevented or delayed by reason of war, (whether declared or not), civil strife, riots, adverse weather conditions, fire, flood, labour disputes, accidents or any other causes or circumstances beyond our control.

## **12. Your Bankruptcy or Default**

If:

**12.1** You fail to honour any of your obligations to us under this contract, or you breach them, or

**12.2** Any distress or execution is levied on you, or

**12.3** You offer to make an arrangement with your creditors or commit any act of bankruptcy or if any petition in bankruptcy is presented to you, or (if you are a listed company) any resolution or petition to wind up such a company's business (other than for purposes of amalgamation or reconstruction) is passed or presented we will have the immediate right to cancel in writing any contract we currently have with you without prejudice to any claim or right we might otherwise have.

## **13. Interpretations and Validity**

Only English law will govern the construction, validity and performance of this contract and the English Court will have exclusive jurisdiction. The interpretation of any clause or sub-clause above will not in any way be limited or restricted by reference to or inference from any other clause or sub-clause is unenforceable according to its terms then the others will remain in full force and effect.

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