

PC Corner Ltd Terms & Conditions

Definitions

In these conditions the following words shall have unless the context requires otherwise the meanings set out opposite them:

- 1.1** "The Company" shall mean PC Corner Ltd or any subsidiary or associated Company of PC Corner Ltd,
- 1.2** "The Customer" shall mean any person, Firm, Company or organization to which the Company agrees to sell "The Goods".
- 1.3** "The Goods " shall mean the goods (and any part thereof) the subject matter of the contract as described in these conditions and (if appropriate) on the face of the Company's acknowledgment of the order form.

2 General

.2.1 The Company reserves the right by notice in writing to the Customer signed by a Director of the Company to add or amend or vary these conditions at any time before acceptance of delivery of or payment for the Goods or commencement of or payment for the Works. If any changes are made that are disagreeable to the customer they may cancel their order with a full refund.

2.2 Acceptance of delivery of the Goods or payment for the Goods by the Customer to the Company or allowing the Company to commence the Works shall of itself constitute an acceptance of these conditions where acceptance has not been previously communicated to the Company.

2.3 Quotations shall be available for acceptance (unless expressly stated otherwise) for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or oral notice.

2.4 If any statement or representation has been made to the Customer by the Company, its servants or agents upon which the Customer relies other than in the documents enclosed with the Company's quotation or acknowledgment of order then the Customer must set out that the statement or representation in a document to be attached to or endorsed on the order and in any such case the Company may confirm, reject or clarify the point and submit a new quotation.

2.5 If subsequent to a contract in which these conditions are incorporated any further contract of sale is concluded with the Customer by letter, E-mail, telegram or orally or by a combination of these factors without express reference to these general conditions it shall be a term of such contract that these general conditions of sale apply thereof.

3 Delivery

3.1 Time for delivery is given as accurately as possible but is not guaranteed.

3.2 In the event that the goods are not delivered within 30 days and an alternate date cannot be arranged for any reason then the customer has a right to demand cancellation of their order with a full refund.

3.3 The Company shall be required to fulfil orders for the Goods in the sequence in which they are placed.

3.4 Failure by the Customer to take the delivery of or to make payment in respect of the Goods shall entitle the Company to treat the whole of the contract as repudiated by the Customer.

3.5 The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery of the Goods but shall be under no obligation to do so and where delivery is postponed by agreement otherwise than due to default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and payment for the Goods shall be made on the date payment would have been due had delivery not been postponed.

4 Passing of property and risk

4.1 Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods: -

4.1.1 if the Company delivers the Goods by its contracted carriers in accordance with some contractual obligation arranges the transport for the Goods at the time when the Goods arrive at the place of delivery,

4.1.2 in all other circumstances at the time when the Goods leave the Company's premises,

4.2 Title to the Goods or any part thereof shall not pass to the Customer until: -

4.2.1 the Customer has paid to the Company all sums due and payable by it to the Company under this contract and all other prior contracts between the Company and the Customer or

4.2.2 the Company serves notice in writing on the Customer specifying that title in the Goods or specified part thereof has passed to the customer and until title to the Goods has passed to the Customer the Customer shall possess the Goods or any part thereof as a bailee of the Company and shall store the Goods or any part thereof separately from other Goods so as to ensure that they are clearly identifiable as the property of the Company.

4.3 The Customer shall only be at liberty to sell the Goods thereunder prior to the passing of the title to the Customer on the understanding that portion of the proceeds of the sale of the Goods which represents the sums due to the Company thereunder belong to the Company and are held by the Customer on trust for the Company and are paid into a separate bank account designated as a trust account for the Company.

5 Price

5.1 All prices are unless otherwise stated quoted net ex-works inclusive of V.A.T. or other tax or duty relating to the sale or delivery of the Goods chargeable to the Company and the cost of carriage and packaging if required by the Customer shall be charged extra.

5.2 If after the date of the Company's quotation the cost to the Company of the materials used by the Company in the manufacture of the Goods is increased then the Company may give notice of any such increase which the Company is proposing to pass on to the Customer and such notice if given shall have the effect of increasing the Company's quoted price for the Goods. The Customer may by notice in writing to the Company within 7 days of the notice of such increase cancel the order and in this event the contract for the sale of the Goods shall be determined without any liability whatsoever being incurred by the Company or the Customer to

the other. If the Customer shall not give a written notice rejecting the increase within 7 days then the increase shall be added to the quoted price and form part of the contract between the Company and the Customer.

5.3 All prices are subject to change without notice.

6 Terms of Payment

6.1 Unless otherwise agreed by the Company in writing payment for the Goods shall be paid in full and received by the Company prior to shipping, other than authorised business accounts where payment is due within 30 days of the date of the Company's invoice. The Company shall be entitled to submit its invoice with its delivery advice note or at any time thereafter save that where delivery has been postponed at the request of or by the default of the Customer then the Company may submit its invoice at any times after the Goods are ready for delivery or would have been ready for delivery in the ordinary course but for the request or default as aforesaid.

6.2 Where the goods are delivered by instalment the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these conditions.

6.3 In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy the Company has under these conditions and without prior notice to suspend all further deliveries on any contract or contracts between the Company and the Customers and to charge interest on the amount outstanding at the rate of 5% per month, until a cheque tendered by the Customer in payment of the same has been cleared.

7 Cancellation

7.1 The Customer has a right to cancel their order within 7 days of purchase without giving any reason. If the customer cancels their order they are entitled to a full refund. The Customer will however be responsible for any carriage charges that may apply from delivery of goods.

7.2 We will refund the Customer within 10 days of their cancellation, or upon receipt of goods already supplied whichever is the latter.

8 Dimensions

Dimensions specified by the Company are to be treated as approximate only unless the Customer specifically states in writing that exact measurements are required.

9 Shortages and Defects

The Company shall not be liable for: -

9.1 any shortages or defects in the quality or state of the Goods which would be apparent on visual inspection unless the Customer shall have inspected the Goods within 3 working days of arrival at its premises and shall have given within 5 days of arrival of the Goods at its Premises a written notice to the Company specifying the matters complained of and shall have afforded to the Company a reasonable opportunity of inspecting the Goods before they have been used processed or sold,

9.2 any shortages or defects in the quality or state of the Goods not apparent on the visual inspection unless the Customer shall have given written notice to the Company specifying the

matters complained of as soon as reasonably practicable after discovery of such matters and in any event not more than 7 days after the date of arrival of the Goods at the Customer's premises and shall have immediately after discovery of such matter ceased to make any use of the Goods and shall have afforded to the Company a reasonable opportunity to inspect the Goods,

9.3 loss or damage caused by reason of use of the Goods after the Customer becomes aware of a defect or after the Customer becomes aware of circumstances, which should reasonably have indicated the existence of a defect, or by misuse, neglect or malicious damage.

10 Guarantee

10.1 In the event that the Goods or any part thereof are defective in the quality or state or are otherwise not in accordance with the contract then the Customer shall require (in lieu of any legal remedy which may otherwise have been due to the Customer) the Company to repair or supply satisfactory substitute goods and the Company provided the Customer has complied with the requirements as to notice contained in these conditions shall be obliged at its option to repair or take back the defective Goods and supply up to the invoiced value of the defective Goods supplied free of cost and within a reasonable time. Upon the Company repairing the defective goods or supplying satisfactory substitute goods then the Customer shall be bound to accept such repaired or substitute goods and the Company shall be under no obligation to the Customer in respect of any loss or damage whatsoever arising from the initial delivery of the defective goods or from the delay before the defective goods are repaired or the substitute goods are delivered.

10.2 For those items that carry a manufacturers warranty, not a Company warranty, and in the event that the manufacturer goes out of business and their product becomes faulty during the warranty period we cannot accept responsibility for its repair nor supply a replacement product at no cost.

10.3 In the event that the Goods are not manufactured by the Company then the Company gives no assurance warranty or guarantee whatsoever that the sale or use of the Goods will not infringe patent, copyright, registered design, design copyright or other intellectual property rights of any other person firm or Company.

11 Liability

Save where the Company can be shown to have failed to exercise reasonable care in the manufacture and/or supply of the Goods and such failure results in the death or personal injury the Company shall not be without prejudice to condition 10 be liable to the Customer for loss injury or any damage of any kind whatsoever consequential or otherwise (including without limitation removal or rectification work required in connection with the installation of repaired or substitute goods) which result directly or indirectly from the Company's supply or failure to supply Goods to the Customer. By entering this site you agree that any loss of profits or damage to equipment or data, which occurs directly or indirectly from use of this site, will be your own responsibility and not that of PC Corner Ltd.

12 Confidential Information All drawings documents confidential records computer software and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without a written consent of the Company either give away loan exhibit or sell any such drawings documents records software or other information or extracts therefrom or copies thereof or use them in any way except in connection with the Goods in respect of which they are supplied.

13 Customer's Drawings

13.1 The Customer shall be solely responsible that all drawings information advice recommendations given to the Company either directly or indirectly by the Customer or by the Customer's agents servants consultants and advisers are accurate correct and suitable. Examination or consideration by the Company of such drawings information advice or recommendations shall in no way limit the Customer's responsibility thereunder unless the Company specifically agrees in writing to accept responsibility.

13.2 The Customer shall indemnify the Company from and against all actions claims costs and proceedings due to the manufacture of the Goods to the drawings or specifications of the Customer where such drawings or specifications are at fault or where it is alleged that they involve an infringement of patent copyright registered design copyright or other exclusive intellectual property right.

14 Data and Technical Information

The information contained in the advertising sales and technical literature issued by the Company may be relied upon to be accurate in the exact circumstances which it is expressed otherwise any installations illustrations performance details examples of installations and methods of assembly and all other technical data in such literature are based on experience and upon trials under test conditions and provided for general guidance only. No such information shall form part of the contract unless the Customer complies with condition 2.5 hereof relating to the statements and representations.

15 Sub Contractors

The Company shall be entitled without the prior consent of the Customer to subcontract the whole or any part of the contract or to employ any independent contractor to perform its obligations under the contract and in so doing none of the obligations accepted thereunder by or the rights conferred on the Company shall in any way be negative or varied.

16 Quantum Meruit

Where from any cause whether arising under the contract or otherwise or whether due to the Company's breach of contract or otherwise the Works are only partly completed then the Company shall be entitled to payment in quantum meruit basis in respect of all work done by them without prejudice to the Company's other rights and remedies should non-completion be occasioned by default of the Customer.

17 Insolvency

If the Customer (being a Company) shall become unable to pay its debts as prescribed by Section 123 Insolvency Act 1986 or compounds with its creditors or in the event of a resolution being passed or proceedings commenced for the administration of the liquidation of the Customer (other than voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver Manager Administrative Receiver is appointed of all or any part of its assets or undertaking or (being an individual) shall do or allow anything to be done whereby a Creditors Petition in Bankruptcy could be or legitimately been presented pursuant to Section 267 Insolvency Act 1986 the Company shall be entitled to cancel the contract in the whole or in part by notice in writing without any prejudice to any right or remedy accrued or accruing to the Company.

18 Force Majeure

In the event that the manufacture or delivery of any of the Goods or performance of the Works is prevented or hindered directly or indirectly by fire, flood, the elements, war, civil commotion, strikes or lockouts, industrial disputes, shortage of raw materials or fuel notwithstanding that the Company has taken all reasonable steps to procure the same, shortage of labour, break down or partial failure of plant and machinery, late receipt of the Customers Specification or other necessary information acts, orders or regulations of Government, delay in any part of any independent subcontractors or supplier, or any other cause whatsoever beyond the reasonable control of the Company then the time for the delivery of the Goods or performance of the Works shall be extended for a reasonable period having regard to the effect to the delaying cause on the manufacture, delivery or performance.

19 Notices

Any notice required to be given by either the Company or the Customer to the other shall be deemed properly served if sent by prepaid registered letter posted to its registered office or such other address as may time to time be notified to the other for this purpose and any notice served shall be deemed to have been served 24 hours after the time of posting and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted.

20 English Law

The contract made thereunder shall be governed and interpreted according to English Law and the Company and the Customer hereby submit themselves to the jurisdiction of the English Courts.

21 Maintenance

PC Corner Ltd maintains our equipment ourselves. Generally, a next working day response by a PC Corner Ltd Authorised Engineer is provided. All PC Corner Ltd manufactured computer systems are subject to a Return To Base (RTB) Warranty. All Monitors and Printers are covered by their respective manufacturer warranties; extended warranties are available from their manufacturers on many of these. Faulty mice, keyboards and other such peripherals will be shipped for customer installation and exchanged. Failed hard disk drives are generally replaced with one containing the original software and configuration of the PC when originally shipped. This is normally within two working days. A 'Faulty on arrival' situation covers equipment for a 7-day period after delivery.

22 Additional

The Company will apply for tenders to provide complete computing services. Any information pertaining to the tender or the nature of business of the client shall remain confidential to the client and PC Corner Ltd. and shall not be divulged to any third party without the express permission of the client. PC Corner Ltd. shall also undertake to provide all necessary indemnities to all parties when undertaking the construction, technical advice, installation and any other such activities involved in specific client projects. Unless otherwise stated in writing, the Company reserves the right to use parts or materials of an equal or superior specification to that stated, should shortages in the market place, endanger timely delivery of computers or equipment.

23 Payment

All prices are inclusive of VAT at the current rates. The total cost of your order is the price of the Products ordered plus Shipping Charges. Payment can be made by any of the specified Payment Methods.

24 Refusal Of Transaction

We reserve the right to withdraw any Products from the Web Site at any time and/or remove or edit any materials or content on the Web Site. We may refuse to process a transaction for any reason or refuse service to anyone at any time in our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any Product from the Web Site whether or not that Product has been sold; removing, screening or editing any materials or content on the Web Site; refusing to process a transaction or unwinding or suspending any transaction after processing has began

25 Children

PC Corner Ltd does not sell products for purchase by person or persons under 18. We do however sell products for the under 18's for purchase by adults. If you are under 18, you may use PC Corner Ltd only with involvement of someone over 18. The legal guardians of the person or persons under 18 will be considered responsible for any breach of this agreement.

26 Privacy Policy

PC Corner Ltd is fully committed to protecting your privacy. To this end, we only use information that you provide.

(In accordance with the Data Protection Act 1998)

We collect information about you for the following 3 reasons:

1. To provide you with the best possible service.
2. To process your order
3. To help prevent Credit Card Fraud

We only e-mail marketing information if you have requested to be added to our mailing list.

The type of information we will collect about you includes:

- ?? Your name
- ?? Address
- ?? Phone number
- ?? Email address
- ?? Credit/debit card details (temporarily for sales)

We do not collect or hold sensitive information about you.

The information we hold should be accurate and up to date. You may check the information that we hold about you by emailing us. If there are any inaccuracies we will delete or correct them immediately.

27 Web Site Policy

27.1 You may not download or distribute any of the materials displayed on the Site, except with the written permission of PC Corner Ltd or when expressly permitted in the text of the Site, in

which case you may download and distribute those materials displayed on the Site to which [the] such permission applies, but solely for non-commercial purposes such as informational, educational, and personal use, and provided that you do not alter, modify or receive consideration for the materials in any manner and that you also retain all copyright and other proprietary notices contained on the materials. You also agree not use any such material to denigrate, disparage, or otherwise make negative reference to PC Corner Ltd or its clients. When such material is the property of PC Corner Ltd, the following notice should be used in every copy or reproduction: "© 2001 PC Corner Ltd. Used With Permission. All rights reserved." You may not copy, post, upload to any network, intranet or Internet, rebroadcast or retransmit, or otherwise disseminate such material in any medium without PC Corner Ltd express written permission. The permission in this paragraph may be withdrawn at any time upon direct or indirect (such as by posting) notice to you, at the sole discretion of PC Corner Ltd, and you agree to immediately cease all use of such material. You should assume that everything you see or read on the Site is protected by the Copyright laws of the United Kingdom, and/or the copyright laws of other countries as well, and may not be used in any manner without the written permission of PC Corner Ltd except as expressly provided in these Terms and Conditions or in the text on the Site. PC Corner Ltd neither warrants nor represents that your use of the materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with PC Corner Ltd.

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27.3 PC Corner Ltd will endeavour to respond promptly and appropriately with respect to communications we receive. Please note, however, that it is the policy of PC Corner Ltd not to accept unsolicited ideas, concepts, materials, information, proposals, and the like, so please do not send any. Any communication or material you transmit to the Site or PC Corner Ltd by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post to the site may be used by PC Corner Ltd or its affiliates for any purpose, including, but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, PC Corner Ltd is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site or PC Corner Ltd for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information.

27.4 Images of people or places displayed on the Site are either the property of, or used with permission by, PC Corner Ltd. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions or specific permission provided elsewhere on the Site. Any unauthorized use of the images may violate

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27.5 PC Corner Ltd may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.