

TERMS AND CONDITIONS OF SALE

1. Definitions

In these terms and conditions unless the context otherwise requires the following words shall have the following meanings:

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| 1.1 As New | means the Product being in the same condition as it was when it was despatched from Our Premises: complete, unused and without any damaging or marking to any part of it, including without limitation the original packaging, sealed software, and/or any other seals or shrink wrapping; |
| 1.2 Cancellation Date | means 7 working days from the Delivery date; |
| 1.3 Conditions | means these terms and conditions; |
| 1.4 Confirmation Order | means the contract formed in accordance with clause 2 below at the time when a confirmation form, accepting your Order, is sent by Us to You by email, fax or post; |
| 1.5 Delivery | means the delivery of the Products to you, which shall take place immediately upon the Product being delivered at Your Address and signed for by or on Your behalf. Any person signing on Your behalf will be deemed to have Your authority so to do; |
| 1.6 Excluded Damage | means any defect fault and/or damage resulting from loss, wilful damage, negligence, breach of these Conditions by You, accident misuse or normal wear and tear after Delivery; |
| 1.7 Interest Rate | means 17% above the base lending rate of the Bank of England charged on a per annum basis calculated daily; |
| 1.6 Order | means the request form completed by You on-line or sent by fax or post in respect of the Products |
| 1.7 Order Acknowledgement | means an acknowledgement of Your Order sent by Us to You by email, fax or post when You place Your Order; |
| 1.8 Our Premises | means Honeysuckle House, Park Close, Grayswood, Surrey GU27 2DT United Kingdom or such other address as We shall from time to time advise; |
| 1.9 Price | means the price for the Product specified in the Confirmation Order; |
| 1.10 Product | means the goods to be supplied by Us to You, as specified in the Confirmation Order including without limitation any accessories; |
| 1.11 We/Us/Ours | means Aimtec Limited a private company incorporate in England and Wales (No. 06717390), whose registered office is at Honeysuckle House, Park Close, Grayswood, Surrey GU27 2DT United Kingdom; |

- 1.12 **You/Your** means the purchaser of the Product from Us; and
- 1.13 **Your Address** means the address for Delivery advised by You and specified in the Order.

2. **Formation of Contract**

- 2.1 Any Order received by Us from You shall be accepted entirely at Our discretion by means of Our Confirmation Order, and at all times it shall be subject to these Conditions. Each Confirmation Order shall constitute a legally binding contract between Us and You.
- 2.2. When processing Your Order, the information provided by You will be subject to credit and fraud prevention checks. For this purposes We may transfer Your information to trusted third parties.
- 2.3 These Conditions shall override any additional terms and conditions (if any) contained on or referred to in any Order form or other document or electronic communication or correspondence from You, and no addition, alteration or substitution of these Conditions will bind Us or form part of any Confirmation Order unless they are expressly accepted in writing by a person authorised to sign on Our behalf.

3. **Payment**

- 3.1 Payment of the Price and delivery charges can be made by any method shown on the website and shall be due in full on the date of the Order prior to despatch of the Product to You, except where a 30 day term, at our discretion, has been agreed in writing and Your credit has been previously approved by Us.
- 3.2 All sums that may be due and owing to Us including without limitation the Price whether or not formally demanded or due for payment shall be due and payable immediately and interest shall accrue at the Interest Rate from the date the Price is due for payment.
- 3.3 Payment time is of the essence.

4. **Acceptance and Cancellation –**

- 4.1 When dealing as a consumer only You can cancel the Order at any time up to and including the Cancellation Date by using the procedure set out below. If this procedure is not correctly invoked You will be deemed to have accepted the Product immediately upon the expiry of the Cancellation Date. You must use the following steps:
- 4.1.1 Phone Us on **01428 641091** (9.30am to 5.30pm weekdays only) or such other number as We may notify to You or e-mail Us at **sales@aimtec.co.uk**. Ask for the returns department and request a return authorisation giving the reason for the return.
- 4.1.2 You must send the Product back to Us by Royal Mail Special Delivery or such other insured recorded delivery means approved in advance by Us to arrive at Our Premises within 3 working days of You contacting Us in accordance with clause 4.1.1 and marked for the attention of the returns department at Our Address. You must include a copy of your Confirmation Order and invoice, a covering letter detailing the reason for the return and a daytime contact telephone number. You are responsible for the costs and risk of returning the Product.
- 4.1.3 Upon safe receipt of the Product from You our returns department will test the Product and determine the condition of the Product.

- 4.2 The Product must be in an As New condition.
- 4.3 If We are satisfied that these procedures have been complied with and the Product is in As New condition, and for the purposes of the proper exercise by You of your cancellation rights only, You will receive a full refund (excluding the appropriate shipping and administration charge, which shall be subject to a minimum charge of £30.00).
- 4.4 If the Product is returned incomplete, We will call You to ask for You to return the remaining parts in the same manner as set out in clause 4.1.2 above. If the missing parts are not returned to us within 5 working days of us contacting you we reserve the right to charge you for the missing parts to make the product AS New.
- 4.5 If the Product or any part of it is returned to us in a not As New condition (including without limitation any Excluded Damage) We reserve the right to charge you for the repair or replacement of the Product and/or any part or to return the Product to You without refunding You and without any further liability on Our part
- 4.6 Notwithstanding Your compliance with the above procedure the Order cannot be cancelled if:
 - 4.6.1 We receive the Product 10 working days or more after Delivery; and/or
 - 4.6.2 the Product was built to Your individual specification.

5. Delivery Property and Risk

- 5.1 Unless otherwise stated in the Confirmation Order the Price excludes Delivery charges, VAT and any other applicable taxes. Delivery can be made anywhere in the world at a fixed price agreed in advance.
- 5.2 Delivery charges can be calculated on-line at our delivery section page. The charges are estimates only and We reserve the right to make an additional charge to cover any increase in transport costs occurring before Delivery.
- 5.2 Any time or date for Delivery given by Us is given in good faith but is an estimate only. We endeavour to ship Products in stock on the next working day after a Confirmation Order has been issued and out of stock items within 10 working days from the date of the Confirmation Order.
- 5.3 Risk in the goods shall pass to You upon Delivery.
- 5.4 Ownership of the Product shall not pass to You until You have paid the Price and We have received the same as cleared funds. However, even if ownership has not passed We shall reserve the right to sue for the Price once payment of any invoice has become due. Alternatively and at Our discretion until such time as the ownership of the Product passes to You we shall be entitled to retain possession of the Product or the prompt return of the Product on demand and at Your expense and to pursue You for any damages suffered by Us howsoever caused.
- 5.5 Until such time as the ownership of the Product passes to You, You shall hold it on Our behalf and keep it safe, insured and identified as Our property.
- 5.6 All intellectual property rights relating to the Product belongs to and vests in its originator absolutely and shall continue to be vested in its originator.
- 5.7 If delivery to Your address fails we reserve the right to charge You for a second delivery. If the Product is returned to Our address as a result of failed delivery to Your address we

reserve the right to charge You for shipment back to Our address and for re-delivery of the product to You.

6. Damage in transit and incomplete orders.

- 6.1 If You do not receive a complete Product please check that it has been dispatched by checking Your Confirmation Order. If Your Order is not in transit to You please e-mail us at **sales@aimtec.co.uk** or telephone **01428 641091**. You must contact Us within 48 hours of Delivery to inform Us of the missing part. Any missing part reported to Us after 48 hours from delivery will not be accepted.
- 6.2 In the unlikely event that the Product is damaged or faulty on Delivery You must inform us either by telephone or e-mail within 12 hours of Delivery. You must then follow the procedure set out in clauses 4.1 4.2 4.4 and 4.5 above (excluding clause 4.3)

7. Faulty Product

- 7.1 We will at our discretion repair or exchange with a product of similar specification any faulty Product if We are notified of any fault within 28 calendar days of Delivery. To qualify for an exchange the Product must be in an As New condition, save to the extent that the packaging is opened and You must comply with clauses 4.1, 4.4 and 4.5 above (excluding clauses 4.2 and 4.3)
- 7.2 Wherever reasonably possible and at Our absolute discretion We will respond to any request by You for assistance to repair the Product if a fault is notified to Us within 12 months of Delivery. Any fault shall be subject to the manufacturers' warranties.
- 7.3 We accept no liability for Excluded Damage.
- 7.4 We will pass on to You (insofar as possible) the benefit of any warranty given to Us by any third party manufacturer or supplier and will (on request) supply to You details of the terms and conditions of such warranty issued to Us by such third parties and You shall be solely responsible to the entire exclusion of Us for complying with all of these.
- 7.5 Subject to condition 10 below, We exclude any and all liability to You whether contractual, tortious or otherwise for defects in the Product or for any loss or damage to or caused by the Product and all other conditions, warranties, stipulations or other statements whatsoever concerning the Product. In particular, but without limitation, We grant no warranties regarding the fitness for purpose, performance, use, nature or quality of the goods whether express or implied by statute, common law or otherwise.

8. Economic Loss

- 8.1 Subject to condition 10 below and notwithstanding anything contained in these Conditions, in no circumstances We shall be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever for:
- (i) any loss of profit, business contracts, revenues or anticipated savings; and/or
 - (ii) any special, indirect or consequential damage of any nature whatsoever.

9. Limitation of Liability

- 9.1 Subject to condition 10 below and notwithstanding anything contained in these Conditions, our liability to You in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising in respect of the Order shall be limited to the Price of the Product paid in accordance with the Confirmation Order.

10. Unfair Contract Terms Act 1977

- 10.1 If you are dealing as a consumer and to the extent that section 6 and/or section 7 of the Unfair Contract Terms Act 1977 applies to the Order no provision of these Conditions shall operate or be construed to operate so as to exclude or restrict our liability for breach of the conditions implied by the Sale of Goods Act 1979 or the Supply of Goods and Services Act.
- 10.2 If and to the extent that Section 2(1) of the Unfair Contract Terms Act 1977 applies nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict Our liability for death or personal injury caused to You by reason of Our negligence.

11. Your obligations

In addition to all other obligations undertaken by You in these Conditions You undertake to comply with the following obligations:-

- 11.1 You will install the Product in accordance with all instructions provided by Us and the manufacturer.
- 11.2 You will not tamper with, alter, undertake or attempt to do any repairs on the Product.
- 11.3 You will be responsible at all times for complying with the law including any changes in the law applicable to You and will indemnify Us for any damages We suffer as a result of any illegal use of the Product or any part by You or any third party.

12 Data Protection

- 12.1 You have confirmed to Us that You give consent to Your personal and financial details being recorded by Us in accordance with the Data Protection Act 1998. The information will be held in accordance with our privacy policy. While all reasonable care is taken to protect the confidentiality of your credit card details We cannot be liable if, through no fault or Our own, these details are intercepted by and used by third parties.

13. Non-Waiver

- 13.1 Failure by Us to enforce a provision of these Conditions shall not affect Our right to require such performance by You at any subsequent time.

14. Notices

- 14.1 All notices shall be in writing and be deemed to have been duly given by either party when sent by first class post to the last known address of the other party or by e-mail to the last known e-mail address provided by either party for this purpose.

15. Force Majeure

- 15.1 If performance of this Order is delayed or prevented by any cause or causes beyond Our control We shall be entitled to terminate the Order or suspend Our duty to perform for as long as the circumstances amounting to force majeure continues. We shall not be liable for any costs arising out of termination of this Order or suspension of Our duty to perform under this clause.

16 Applicable Law

16.1 The Order shall be considered a contract made in England and shall be governed in all respects by the Law of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.