

Terms of Sale (businesses and consumers)
Clarity Distribution Ltd Terms of Sale V1.2 Dated 3rd April 2013

(1) Introduction

Please read these terms of sale carefully. The only language in which we provide these terms of sale is English.

You will be asked to expressly agree to these terms of sale before you place an order for products or services from us.

If there are any terms contained herien which you expressly disagree to and which prevents you from entering into contract with us, you must notify us as soon as possible. We will then, and entirely at our discretion, make the necessary changes to enable us and you to enter into contract. (Please see clause 22.2)

(2) Interpretation

In these terms of sale:

“We” means Clarity Distribution Ltd and any trading name of Clarity Distribution Ltd (and “us” and “our” will be construed accordingly). Registered address: Unit 2 Parkview Court, St Paul’s Road, Shipley, West Yorkshire, BD18 3DZ.

“Customer” means any person, body corporate, partnership or business or representative who places an order from us (and “you” & “your” will be construed accordingly).

“Order” means any order for the purchase of Products or Services placed by you pursuant to a Quotation, which may (subject to acceptance by us), become a binding agreement;

“Products” means any item(s) including hardware, software, consumables and service packs described in the Quotation.

“Quotation” means any oral or written quotation (whether given by telephone, fax, e-mail or displayed on our websites), supplied by us to you, detailing the products and the total cost of the proposed order. (and “price” will be construed accordingly)

(3) Application of Conditions

3.1 We reserve the right from time to time to make changes to these terms of sale as we see fit.

3.2 By placing an order with us you accept to agree to our terms of sale, the latest version of which shall be displayed on our website(s) or available upon request and will be identified by a version number and dated.

3.3 At the time of placing an order online you will be asked to agree to our current terms and conditions.

(4) Order Process

4.1 Any Order made by an employee or agent of the Customer shall be taken to have been made by the Customer. All reasonable steps must be taken by the customer to ensure that all passwords, account numbers and user names are kept secure and for use only by those employees empowered to place orders. The customer must notify us of

any person leaving the customers employment that had the permission and means to place orders with us, and the customer must immediately delete any user accounts and passwords known or used by that employee. Until notification of an employee leaving, any orders placed by that employee will be deemed to have been placed on behalf of the customer. (please see section 9 – warranties)

4.2 Any Quotation shall be made subject to these terms of sale.

4.3 We reserve the right to refuse to accept, suspend or cancel any Order for any reason.

4.4 No variation of these conditions of sale shall be binding upon us unless agreed in writing by one of our Directors.

4.5 The acceptance of any Order, shall be subject to availability.

4.6 The Customer shall be responsible for ensuring the accuracy or suitability of any Order for its requirements or purposes.

4.7 We shall only accept orders placed by customers who reside within the United Kingdom.

(5) Additional Order Process Terms for online orders only

5.1 The advertising of products on our website constitutes an “invitation to treat”; and your order for products constitutes a contractual offer and will be bound by these terms of sale. No contract will come into force between you and us until we accept your order in accordance with the procedure detailed below. In order to enter into a contract to purchase products from us online, you will need to take the following steps:

5.1.1 You must add any products you wish to purchase to your basket, and then proceed to the checkout. You will have the opportunity to save any baskets to re visit at a later date, however prices maybe subject to change. Baskets will automatically be deleted after none access for 7 working days.

5.1.2 If you are a new customer, you must first create an account (corporate and business customers will be given the option of opening a credit account) with us and then log in; if you are an existing customer, you must enter your login details.

5.1.3 You must keep your login details, including any username, account number and password safe. You will be given a temporary password, which must be changed by you at your first log in. We will never ask for your password or allow your password to be changed by telephone. Requests for password changes must be done electronically and confirmation of any reset password will be sent to the registered users email address.

5.1.4 Once you are logged in, you must select your preferred method and destination of delivery, confirm acceptance of these terms of sale and then click the “Proceed to order confirmation” button. You will then be transferred to Our Secure ordering section on the website, if you do not have a credit account you will be given the option of how to pay.

5.1.5 Before you place the order, you will have the opportunity of identifying whether you have made any input errors by reviewing the order. You may correct those input errors before finally placing your order by clicking the “Confirm Order” button.

5.1.6 We will then email the registered user an initial acknowledgment and once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.

(6) Additional Order Process Terms for none online orders only

6.1 Any Order shall constitute an offer by the Customer to contract upon these terms of sale.

6.2 Upon a customers first order or where the value of any Order is greater than £5,000.00 (inclusive of VAT):

6.2.1 The Order must be given in writing (preferably on the Customer's headed notepaper or official order form with a valid order number) and signed by an authorised representative of the Customer; and

6.2.2 We shall only be deemed to have accepted an Order upon its issuance of a written order confirmation, signed by one of our directors.

(7) Product Technical Support & Warranties.

7.1 We are that of a re-seller and not a manufacturer of the Products. In this respect and to the fullest extent permissible by law, we are unable to offer any express warranties of any kind whatsoever in respect of the Products. However, the Products may be sold with a manufacturers warranty, details of which shall be dispatched with the Products and details of which may be requested from us in advance of order.

7.2 Products will conform in all material respects to any applicable specification of such products published on our website or issued by us.

7.3 Save to the extent that any exclusion or restriction of liability may be prohibited by statute, all implied warranties relating to the Products (statutory or otherwise) including (without limitation) any warranties relating to quality or fitness for a particular purpose, shall be fully excluded.

7.4 Products which are found to be "dead on arrival", or defective following delivery, shall be dealt with by the Customer in accordance with any subsisting manufacturer's or distributors warranty. For the avoidance of doubt, this may mean that the Products are repaired as opposed to replaced and may not be returned.

7.5 Entirely at our discretion, in the absence of a manufacturer's or distributor's warranty subsisting at the date of purchase, we shall issue the Customer with a full refund or in the alternative, arrange for the re-delivery of the dead or defective Products at no extra cost.

7.6 Technical Support is to be provided by the manufacturer or author of the product(s) and may be chargeable.

(8) Product descriptions, Pricing and Payment.

8.1 The advertising of products on our website constitutes an "invitation to treat" and orders are subject to availability, confirmation of price and specification. All prices detailed in the Quotation are intended only to be an indication of the price and range of Products for sale by us. No prices, descriptions or other particulars contained therein shall be binding upon us. We make every effort to ensure these are correct at time of order, however, it is always possible that a price or description may be incorrect. Images of products on our website are for illustrative purposes; actual products may differ from such images. If a mistake has been made with regards to the price or specification of the products or services, you will be given the opportunity to accept the new price and specifications or to cancel the order.

8.2 In addition to the price of the products, you may have to pay a delivery charge, which will be as stated when you confirm your order.

8.3 Credit facilities may be granted to the Customer at our sole discretion. Any extension of credit to the Customer may be changed or withdrawn at any time by us.

8.4 Provided that the Customer has been granted credit facilities by us, settlement terms for any Order shall be 30 days following the date of invoice unless stated otherwise.

8.5 Any invoice shall be payable by that party specified within the invoice documentation and in accordance with any instructions included therein.

8.6 The prices on our website(s) will clearly show the price of the product(s) excluding and including any applicable Value Added Taxes at the current prevailing rate. Pricing on all other quotations will be excluding VAT unless stated. All prices shall be in sterling.

8.7 In the absence of any credit facilities, payment shall be made at time of order by credit or debit card or by other means of cleared funds such as a BACS payment. We may withhold the products and/or cancel the contract between us if the price is not received from you in full cleared funds.

8.8 Prices for products are liable to change at any time, but changes will not affect contracts which have come into force.

8.9 We reserve the right to suspend deliveries where payment has not been received (or becomes overdue) in accordance with this Clause 8.

8.10 Where the Customer fails to make payment in accordance with the terms of this Clause 8, we reserve the right to recover from the Customer:

8.10.1 Statutory interest at 8% above the Bank of England base rate at the date the debt becomes overdue or an administration fee of £25 (whichever is the greater) pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

8.10.2 All legal, court expenses and all other costs of recovering the debt (or the Products themselves) incurred by us or the Royal Bank of Scotland.

8.11 The Customer shall not be entitled by reason of any set-off, counterclaim, abatement or deduction to withhold payment of any amount due to us.

8.12 In the event of any late payment, none payment or any event in clause 12, we reserve the right to withhold any payment on account made by the customer and any credit note on the customers account. We also reserve the right to allocate any such monies and credit notes to any outstanding invoice(s) of the customer.

(9) Your warranties

9.1 You warrant to us that:

- (a) you are legally capable of entering into a binding contract with us, and you have full authority, power and capacity to agree to these terms of sale;
- (b) the information provided in your order is accurate and complete; and
- (c) you will be able to accept delivery of the products.

(10) Delivery policy

10.1 Delivery or despatch dates will generally be 1-3 working days and will be mentioned in any Quotation or other Order documentation and in all circumstances shall be approximate only. Time for delivery shall not be of the essence. We will use all reasonable endeavours to deliver products on or before the date for delivery set out in our order confirmation or, if no date is set out in our order confirmation, delivery will be at our earliest opportunity. We reserve the right to deliver before any estimated delivery date. For consumer orders, we do however guarantee that unless there are exceptional circumstances, all deliveries of products will be dispatched within 30 days of the later of receipt of payment and the date of our order confirmation.

10.2 We will only deliver products within the united Kingdom, however we may at our discretion and at an additional charge, ship orders to addresses outside of the United Kingdom upon request. Any import or export duties or taxes we incur as a result of shipment outside of the UK shall be payable by you.

10.3 Where attempted delivery for a particular item has failed on more than one occasion through no fault of our own or of our delivery representatives or couriers, we reserve the right to charge the customer for each additional delivery attempt where delivery has been refused by the customer or the customer has not ensured that access is possible or someone is available to take delivery at the delivery address. If the Customer refuses or fails to take delivery of Products tendered in accordance with the Order, or fails to take any action necessary on its part for delivery and/or shipment of the Products, we shall be entitled to terminate the Order with immediate effect; to dispose of the Products as we may determine and to recover from the Customer any loss and additional costs incurred as a result of such refusal or failure including (without limitation) storage costs from the due date of delivery.

10.4 Delivery shall be to the address specified by the Customer in the Order and to ground floor only. The Customer must notify us of any change in delivery address at least two working days before the expected delivery date.

10.5 Delivery shall be deemed to have taken place when the Products are delivered to the Customer in accordance with Clause 10.4 and a confirmation of delivery or delivery note signed.

10.6 On delivery, where any delivery packaging is materially damaged, the Customer shall be free to refuse or take delivery of the Products. In the event that delivery of the Products is refused, the Customer shall be entitled to return the Products (at the sole

cost of us) and we shall issue the Customer with a full refund or in the alternative, arrange for the delivery of replacement Products.

10.7 Where any delivery packaging is materially damaged and the Customer decides to accept delivery, then the Customer:

10.7.1 when signing the delivery form, must state on the delivery form that the packaging was received in a damaged condition; and

10.7.2 shall ensure that the Products are opened and inspected in the presence of the delivering courier so as to identify any damage.

10.8 In the event that those Products inspected in accordance with Clause 10.7 above, are found to be defective or damaged at the time of inspection, the Customer shall be free to refuse or take delivery of the Products and to invoke the provisions of Clause 10.9 below.

10.9 The Customer shall be entitled to return any Products found to be defective which have been inspected in accordance with clause 10.7 Upon the return of the defective Products (at our cost) we shall issue the Customer with a full refund or in the alternative, arrange for the delivery of the replacement Products at no extra cost.

10.11 In the event that the provisions of Clause 10.7 are not complied with, the Customer shall not be entitled to return the Products or to seek a refund should the Products subsequently be found to be defective.

10.12 Unless otherwise expressly agreed, we may arrange for delivery in one or more instalments.

10.13 Where we arrange for collection of any products from the customer, it shall be the responsibility of the Customer to retain proof of any collection or attempted collection. In the absence of a valid proof of collection, we may be unable to provide the Customer with a refund or replacement Products.

10.14 The Customer shall notify us of any shortages or discrepancies with the Order within 48 hours of the delivery. We shall not be liable to rectify any shortages or discrepancies which have not been notified in accordance with the provisions of this Clause 10.14.

(11) Risk and Title

11.1 Risk in the Products shall pass to the Customer at the time of delivery as per clause 10.5.

11.2 Where the Customer has been granted credit facilities on any Order with a value exceeding £5,000.00 (including VAT), the Customer shall, from the date of delivery until the Products are paid for in full, insure the Products for their full value, against all risks, with a reputable insurance office.

11.3 Upon request the Customer shall use its reasonable endeavours to have our interest in the Products noted on the insurance policy. Until title in the Products passes to the Customer, the Customer shall hold the proceeds of any claim on the insurance policy, on trust for us.

11.4 Title and ownership of the Products remains ours until the Customer pays in full to us the agreed price for the Products (together with any accrued interest & charges) and all other amounts owed by the Customer in respect of any other Order.

11.5 Until title has passed to the Customer, the Customer shall:

11.5.1 not re-sell, destroy, deface or obscure any identifying mark or packaging on or relating to the Products;

11.5.2 take appropriate care of the Products and take all reasonable steps to prevent any damage to or deterioration of them;

11.5.3 keep the Products free from any charge lien or other encumbrance and store the Products in such a way as to show clearly that they belong to us;

11.5.4 give us such information relating to the Products as we may from time to time require;

11.5.5 notify us immediately upon the happening of any of the events set out in Clause 12.

11.6. We reserve the right to repossess and resell any of the Products to which we have retained title. We consent to the Customer's possession of the Products. Any right the Customer may have to possession of the Products shall in any event cease upon the happening of any of the events set out in Clause 12.

11.7. The Customer grants an irrevocable right and licence to us and its employees and agents to enter the Customer's premises with or without vehicles during normal business hours for the purpose of inspecting and/or repossessing Products to which we have retained title. This right and licence shall continue to subsist notwithstanding the termination for any reason of any Order.

11.8. Resale of the products sold to the customer is not permitted without the express permission from us in writing. In the event that the Customer does re-sell the Products, the proceeds of sale must be kept in a separate bank account and held on trust for us. The customer must also keep on record the whereabouts of such products.

(12) TERMINATION

12.1 On or at any time after the occurrence of any of the termination events specified in Clause 12.2 below, we shall reserve the right to:

12.1.1 stop any Order in transit;

12.1.2 suspend the delivery of any further Order to the Customer;

12.1.3 terminate any Order with the Customer with immediate effect and without notice;

12.2 The termination events are:

12.2.1 the Customer being in breach of an obligation under these conditions of sale;

12.2.2 the Customer passing a resolution for its winding up or a court of competent jurisdiction making an order for the Customer's winding up or dissolution;

12.2.3 the making of an administration order in relation to the Customer or the appointment of a receiver over or an encumbrancer taking possession of or selling an asset of the Customer;

12.2.4 The Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.

12.3 Upon termination of any Order pursuant to this Clause 12, any indebtedness of the Customer to us shall become immediately due and payable and we will be relieved of any further obligation to supply any Products to the Customer.

(13) Consumers: Cancellation & Returns Policy

This Section applies to consumers, not business customers. If you are a business customer, the applicable returns policy is set out in Section [15].

13.1 You may only cancel a contract to purchase a product or products by notifying us in writing within 7 working days after the day you received the relevant products (subject to the limitations set out below).

13.2 You will not have any such right insofar as a contract relates to: (i) the supply of any products which constitute audio or video recordings or computer software which have been unsealed by you; (ii) the supply of products, the price of which is dependent upon fluctuations in financial markets which we cannot control; (iii) the supply of newspapers, periodicals or magazines; (iv) the supply of goods made to your specifications or clearly personalised; or (v) the supply of goods which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly.

13.3 Unless otherwise agreed in writing, you will not be entitled to cancel any Special or Unusual Order. Any Special or Unusual order will be clearly communicated to you at the time of quotation and order.

13.4 No return of product(s) shall be accepted by us without a valid returns reference number which will be issued when we accept that the product(s) can be returned.

13.5 If you cancel a contract & receive a valid returns number from us, you must return the products to us within 14 working days of receiving the valid returns number. The Products must be in the same condition in which you received them in a perfect re-saleable condition with the manufacturer's packaging intact and also be in perfect condition). Products returned by you will be refunded in full Including the cost of us sending the products to you. However, you will be responsible for paying the cost of returning the product to us.

13.6 If you cancel a contract and you do not return the products to us, we may recover the products and charge you for the costs we incur in doing so. Similarly, if you return the products at our expense, we will pass that expense on to you.

13.7 Returns numbers will be valid for a maximum of 14 working days after which time the returns number shall expire and you will be unable to return the product(s).

(14) Consumers: statutory rights

Nothing in these terms of sale under the Sale of Goods Act 1979 affects any statutory rights you may have as a consumer.

(15) Business customers: Cancellation & Returns Policy

15.1 Where the Products have not been dispatched, the Customer shall be free to cancel any Order (in part or in full) at any time prior to the date of dispatch PROVIDED THAT the cancellation is made in writing and during our normal opening times.

15.2 Unless otherwise agreed in writing, the Customer shall not be entitled to cancel any Special or Unusual Order. Any Special or Unusual order will be clearly communicated to you at the time of quotation and order.

15.3 Entirely at our discretion and subject to the payment of a re-stocking charge and delivery charge by the Customer, the Products may be returned to us PROVIDED THAT:

15.3.1 The Products are returned in perfect re-saleable condition with the manufacturer's packaging intact and un-opened (which shall also be in perfect condition) within 5 days of the date of delivery; and

15.3.2 The manufacturers, distributors or suppliers from whom we sourced the Products give their consent to such return.

in which case, we shall grant to the Customer a refund.

(16) Refunds

16.1 If you are a consumer and you cancel a contract and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. In accordance with the Distance Selling Regulations all refunds will be issued within a maximum of 30 days from the day we received your valid notice of cancellation.

16.2 If you are a business customer with a credit account and have returned product(s), we will issue you with a credit note (less any applicable charges) which can be used against any payments due or if no payments are due a refund may be requested. Any refunds will be issued within 30 days of the request to do so.

(17) Force majeure

17.1 In this Section and Section [18] below, "force majeure event" means:

- (a) any event which is beyond our reasonable control;
- (b) the unavailability of raw materials, components or products;
- (c) matters commonly regarded in law as force majeure events, including but not limited to: power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, extreme or sudden movements in currencies & exchange rates, terrorist attacks or wars.

17.2 Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms of sale whether directly or indirectly, those obligations will be suspended for the duration of the force majeure event and until the effects of the force majeure event have ceased, whether such cause existed or was foreseeable at the date of acceptance of the order by us.

17.3 If we become aware of a force majeure event which gives rise to, or which is likely

to give rise to, any failure or delay in us performing our obligations under these terms of sale, we will notify you forthwith.

17.4 We will take reasonable steps to mitigate the effects of the any force majeure event.

(18) EXCLUSION OF LIABILITY

18.1 Our liability for any direct or indirect losses (with reference to Clause 18.2 below) suffered by the Customer, arising under or in connection with:

18.1.1 The failure by us (or our suppliers) to effect delivery on a particular date or dates;

18.1.2 The use or inability to make use of the Products;

18.1.3. Any breach of any contractual obligation;

18.1.4. Any Force Majeure event.

Shall be fully excluded.

18.2 Direct losses shall include (without limitation) the costs of appointing internal or external computer consultants, utilising internal personnel support or undertaking any steps to remedy the Products. Indirect or consequential losses shall include (without limitation) any economic or financial losses related to loss of business profits, loss of opportunity, loss of anticipated savings, loss of data or waste of management or office time, or loss of goodwill or reputational damage and loss of business information.

18.3 If any exclusion, limitation, disclaimer or other provision contained in these conditions of sale is held invalid for any reason and we become liable for loss or damage that could otherwise be limited, such liability, whether in contract, negligence or otherwise shall not exceed the total price of the Products paid by the Customer.

18.4 Liability for death or personal injury will only be accepted upon proof that this was caused by negligence on our part.

(19) Business customers: indemnity

If you are a business customer, you hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these terms of sale.

(20) Scope of these terms of sale

These terms of sale do not constitute or contain any assignment or licence of any intellectual property rights, do not govern the licensing of works (including software and literary works) comprised or stored in products, and do not govern the provision of any services by us or any third party in relation to the products.

(21) SOFTWARE

It is the sole responsibility of the Customer to comply with any terms and conditions of the license attaching to the software supplied and delivered by us. The Customer is hereby notified that failure to comply with such terms and conditions could result in the

Customer being refused a software license or having the same revoked by the propriety owner.

(22) General terms

22.1 We will treat all your personal information that we collect in connection with your order in accordance with the terms of our [privacy policy](#). Use of our website will be subject to our website [terms of use](#)

22.2 Contracts under these terms of sale may only be varied by an instrument in writing signed by both you and us. We may revise these terms of sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

22.3 If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

22.4 No waiver of any provision of these terms of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms of sale.

22.5 You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time – providing where you are a consumer that such action does not serve to reduce the guarantees benefiting you under these terms of sale.

22.6 Each contract under these terms of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

22.7 Subject to the first paragraph of Section [18]: these terms of sale contain the entire agreement and understanding of the parties in relation to the purchase of products from us, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from us; and each party acknowledges that no representations not expressly contained in these terms of sale have been made by or on behalf of the other party in relation to the purchase of products from us.

22.8 These terms of sale will be governed by and construed in accordance with English law and the courts of England and Wales will have [non-]exclusive¹ jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

2.9 We agree to abide by the Data Protection Act 1998, please see our separate policy [Data Protection Act 1998](#)

(23) About us

Our full name is Matrix IT Computers (a business name of Clarity Distribution Ltd)

Our registered office and principle trading address is Unit 2 Park View Court, Shipley, West Yorkshire BD18 3DZ.

Our company registration number is 4038636

Our normal opening times are Mon-Thurs 9am-5:30pm and Friday 9am-5pm

Our email address is enquiries@matrixitcomputers.co.uk

Our VAT number is GB746369204

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