

TGC Computers LTD
Conditions Of Sale

Please read through these conditions of sale carefully and print a copy for future reference

General Terms

1. These Conditions of Sale are for business customers and consumers.
2. Goods are subject to availability and may vary from those advertised. Any order placed by you for goods advertised on our website is an offer by you to purchase the goods selected in your order. No contract exists between you and us for the sale of any goods until we have received your order and accepted it.
3. Please note that we reserve the right to cancel or refuse orders for items shown on our website with an incorrect price or with any other incorrect information. No contract is made with you until we have despatched your order.
4. We have the right to terminate the contract if the price of the goods is not received from you in cleared funds
5. The contract is subject to your right of cancellation
6. We may change these terms of sale without notice to you in relation to future sales.
7. Any delay, neglect or forbearance in enforcing any term or condition in this Agreement shall not be deemed a waiver of contractual rights.
8. If any provision hereof is held to be illegal, invalid or unenforceable for any reason, this shall not affect the validity or enforceability of any other provision of this agreement or this agreement as a whole which shall continue to be of full force and effect
9. No person who is not a party to this Agreement may enforce any term of it and the Contracts (Rights of Third Parties) Act 1999 is excluded to the fullest extent permitted by law.
10. This Agreement (including the terms detailed in this website) sets out the entire agreement between us. All prior agreements, statements, understandings, representations (unless made fraudulently) and negotiations, either written or oral, are superseded by this Agreement.

Price of the goods and Payment

11. Our advertised prices do not include VAT and delivery. The price of the goods may be changed from the one advertised. Please confirm the price before you order.
12. We accept payment by bank transfer, cheque, credit or debit card. Credit card and debit card payments are taken at the point of customer order not on dispatch of goods.
13. Every effort is made to ensure that prices shown on our website are accurate at the time you place your order. If prior to despatch of your order a pricing error is found in respect of any or all of the goods you have ordered, we will notify you as soon as possible detailing the mis-priced goods and offering you the option of:
 - 13.1.1 Placing a new order at the correct price for those goods;
 - 13.1.2 Cancelling the whole of your order; or
 - 13.1.3 Cancelling your order for the mis-priced goods and reconfirming your order for the correctly priced goodsIf, within 7 days of receipt of our notice to you, you have not responded by selecting one of the available options at conditions **13.1.1** to **13.1.3** above then:
 - (a) If all of the goods you have ordered are found to be mis-priced, the entire order will be cancelled automatically and we will refund or re-credit you for any sum you have paid for those goods; or
 - (b) If only some of the goods you have ordered are found to be mis-priced, our contract with you

continues and we will deliver the correctly priced goods but we will not be obliged to supply you with the mis-priced goods. In these circumstances we will refund or re-credit you for any sum you have paid for the mis-priced goods.

Where a business credit account has been opened the following applies

14. We remain owners of the goods you purchase until you have paid for all of them in full. We can retrieve and resell them if they are not paid for. This applies to all goods we supply to you and to any money owing in respect of any transaction with you.

15. You may not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on our behalf for their full price against all risks to the reasonable satisfaction of us. On request you shall produce the policy of insurance to us; and

16. If you are a business customer your right to possession of the goods shall terminate immediately if:

16.1.1. You have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the grant-ing of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or

16.1.2. You suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

16.1.3. You encumber or in any way charge any of the goods.

16.1.4. Invoices fall due 30 days from the date of invoice. No variations will be accepted unless agreed in writing by the supplier. Funds received shall not be regarded as payment until cleared. In the case of late payment, the supplier maintains the right to apply interest at the rate of 5% above the National Westminster Bank PLC base-lending rate from the due day until payment is made in full.

Risk and Title

17. The Products will be at your risk from the time of delivery.

18. Ownership of the products will only pass to you when we received full payment of all sums due in respect of the Products, including delivery charges.

Delivery and Availability

19. The goods you order will be delivered to the address (within the United Kingdom) you give when you place your order subject to the delivery charges detailed in our website.

20. Every effort will be made to deliver the goods as soon as possible after your order has been accepted (Timescales are Estimated). However, we will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, we will inform you of any delay as soon as possible and will give you the option of cancelling your order at this point.

21. If prior to despatch of your order we discover that some but not all of the goods are unavailable, we will no longer supply those unavailable goods. In these circumstances we will contact you detailing the goods that are unavailable and offer you the option of cancelling the whole order or amending your order to substitute the unavailable items with alternative goods. If you have not cancelled the order within 7 days of receipt of such notice, we will deliver the available goods in accordance with condition 13. We will refund or re-credit you for any sum that has been paid by you or debited from your credit card in respect of the unavailable goods or cancelled order (if you have cancelled it).

22. To avoid any doubt, where goods are unavailable and you order alternative goods from us, or where goods have been mis-priced and you subsequently order such goods at the correct price, these terms of sale shall apply to the order and the supply of the relevant goods, whether the order is placed through our website or otherwise.

23. If delivery cannot be made to your address for reasons under our control then we will inform you as soon as possible.

24. If the goods do not arrive or are incomplete, are the wrong goods or are damaged when you open them, you must tell our Customer Services Department within 3 days of receipt or expected delivery – telephone 0845 2578017

25. Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

26. After delivery you are responsible for protecting the goods against loss or damage.

Right of Cancellation

27. You cannot cancel an order once we have accepted it unless this is agreed in writing by our authorised representative.

Returns

28. It is your responsibility to check the goods on delivery. All our goods are sold to you with the benefit of any transferable manufacturer's warranty which we have received from the suppliers of that equipment - our Customer Services Department will advise you on this.

29. If faulty goods are to be returned to us you must obtain an RMA (Returned Merchandise Authorisation) from our Customer Services department. The RMA will be valid for 14 days. We will arrange for collection of the Goods, which must be available for collection in their original packaging together with all accessories and manuals. We cannot accept unauthorised returns which do not have an RMA.

30. If you change your mind we may take goods back at our discretion if they are unopened, unused and in perfect condition. There will be a handling and admin charge of 15% of the purchase price (or £30 whichever is greater). Please contact our Customer Services department – 0845 2578017

31. Any items that you return to us are at your own risk, therefore we strongly advise all our customers to take reasonable care when returning any items to us for example, by ensuring the goods are correctly addressed, adequately packaged, and carried by a reputable carrier.

32. If you return goods please ensure that you have backed up your data. We will not be responsible for any data that is lost.

33. Please note we do not accept returns of special purchase items, consumables, opened software unless it is faulty.

Guarantee and Liability

34. You get the benefit of the manufacturer's warranty in respect of all the goods we sell as detailed in paragraph 24 above. Please note that we do not provide any warranties ourselves in respect of the goods and we exclude any warranties express or implied by statute, common law or of any other kind. We are willing however to sell you an additional top-up warranty to supplement the manufacturer's warranty.

35. We are resellers to business customers and as permitted under the Unfair Contract Terms Act 1977 we exclude liability for claims regarding the quality or fitness for purpose of goods or otherwise which consumers can make under the Sale of Goods Act 1979. We are liable for death or personal injury caused by our negligence. We do not accept any liability for indirect or consequential losses or loss of profits.

36. We shall not be liable for any delays in meeting any of our obligations under this Agreement, where such is due to causes beyond our reasonable control.

37. A force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation of war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

Data Protection

38. We will take all reasonable precautions to keep the details of your order and payment secure but unless we are negligent, we will not be liable for unauthorised access to information supplied by you.

Images

39. Product images are for illustrative purposes only and may differ from the actual product.

Governing Law

40. These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.

Company Details

41. TGC Computers Limited, whose registered office is at Unit 6 Lister Park, Green Lane Ind. Est., Featherstone, Pontefract, Wakefield, WF7 6FE registered in England and Wales No. 6074223 (the "supplier", "we", or "our").