

## **TERMS AND CONDITIONS OF SALE / REPAIR**

### **1 Interpretation**

**1.1** In these Conditions: 'BUYER' means the person who accepts a quotation of the Seller for the sale or repair of the goods or whose order for the Goods is accepted by the Seller but subject to the provisions of Condition **1.3.2** below 'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply or repair in accordance with these Conditions 'SELLER' means **MBS Computers Limited** 'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller 'CONTRACT' means the applicable agreement or contract for the purchase and sale of the Goods 'WRITING' or 'WRITTEN' includes telex, cable, facsimile transmission, electronic mail and comparable means of communication. An order from the BUYER can be either of the following; new goods, reconditioned goods, repair of item presented to seller.

**1.2** The headings in these Conditions are for convenience only and shall not affect their interpretation.

**1.3** In these Conditions:

**1.3.1** Words in the singular include the plural and vice versa and words in one gender include any other gender;

**1.3.2** Any reference to "person(s)" or "party(ies)" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, foundations and trusts (in each case whether or not having separate legal personality) Provided that in the case of a buyer where a quotation from the Seller is accepted and/or an order is placed with the Seller by a duly authorised individual on behalf of a limited company the expression 'person' shall mean the limited company on behalf of which such quotation/order is accepted/placed unless before payment for Goods supplied pursuant to such quotation/order an event as described in Condition **10.1** takes place in relation to such limited company in which case the Buyer as regards the relative quotation/order shall for all purposes be deemed 'ab initio' to have been the individual or individuals comprising the statutory officers of such limited company at the date of such quotation/order provided always that the said condition **10.1** event occurs within **21** days of the date of supply of the goods pursuant to such quotation/order but not otherwise;

**1.3.3** any reference to a statute, statutory provision or sub-ordinate legislation includes such legislation as amended and in force from time to time and any legislation which modifies, consolidates (with or without modification), re-enacts or supersedes it;

**1.3.4** References to Conditions and schedules are to conditions and schedules of these Conditions and references to sub-conditions and paragraphs are references to sub-conditions and paragraphs of the Condition or schedule in which they appear;

**1.3.5** any phrase introduced by the terms "including", "include", "in particular" or any other similar expression shall be construed as illustrative and shall not limit the sense of the words preceding these terms;

**1.3.6** The Interpretation Act 1978 shall apply to these Conditions as it does to an Act of Parliament;

### **2 Basis of the sale or repair.**

**2.1** The Seller shall sell and or repair and the buyer shall purchase the goods in accordance with any written quotation of the seller which is accepted by the buyer, or any written order of the buyer which is accepted by the seller, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the buyer and the provisions of condition **12.2** shall apply in the case of verbal orders placed by the Buyer with the Seller for delivery of goods by the seller in accordance with such order to the intent that all supplies of Goods by the Seller to a buyer or as a buyer requests (howsoever originated) are deemed to be made and are accordingly accepted by the buyer as being made subject to the conditions.

**2.2** No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the buyer and the seller provided that the conditions applicable to each such order shall be the Terms and Conditions of sale of the seller in force at the date of the order as published on the seller's website on that date..

**2.3** The seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the seller in writing. In entering into the contract the buyer acknowledges that it does not rely on any such representations which are not so confirmed.

**2.4** Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

**2.5** Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### **3 Orders and specifications**

**3.1** No order submitted by the buyer shall be deemed to be accepted by the seller unless and until confirmed in writing or by word by the seller's authorised representative or until the seller completes delivery of goods to the buyer pursuant to such order whichever event is the sooner.

**3.2** Goods are not supplied to the buyer on a trial basis. It is the sole responsibility of the buyer to verify the suitability and compatibility of equipment before purchasing the goods.

**3.3** The buyer shall be responsible to the seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

**3.4** The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

**3.5** If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

**3.6** The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

**3.7** No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

## **TERMS AND CONDITIONS OF SALE CONTINUED**

### **4 Price of the goods**

**4.1** The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the goods are supplied for export from the United Kingdom, the seller's published export price list shall apply. All prices quoted are valid for **7 days only** or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

**4.2** The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the seller which is due to any factor beyond the control of the seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods which is requested by the buyer, or any delay caused by any instructions of the buyer or failure of the buyer to give the seller adequate information or instructions.

**4.3** Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the buyer and the seller, all prices are given by the seller on an ex works basis, and where the seller agrees to supply or deliver the goods at any location other than the seller's premises, the buyer shall be liable to pay the Seller's charges for transport, packaging and insurance to such location.

**4.4** Prices for goods are quoted exclusive of any applicable value added tax, for which the Buyer shall be liable to pay to the Seller in addition to such prices at the rate in force at the relevant date of supply for Value Added Tax purposes.

**4.5** The cost of pallets and returnable containers may be charged to the Buyer in addition to the price of the Goods, in which case full credit for any such charge will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

### **5 Terms of payment**

**5.1** Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller (through its carriers or otherwise) has tendered delivery of the Goods.

**5.2** The Buyer shall pay the price of the Goods by the due date and in the manner stated on the Seller's Invoice and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the contract. Statements of Account and receipts for payment will be issued only upon request in writing by the Buyer.

**5.3** If the Buyer fails to make any payment by the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

**5.3.1** cancel the contract or suspend any further deliveries to the Buyer;

**5.3.2** appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

**5.3.3** charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of **8 per cent** per annum above National Westminster Bank Plc base rate from time to time, from the due date until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

**5.3.4.** demand immediate payment for all invoices delivered by the Seller to the Buyer and remaining outstanding and unpaid at the date of such failure whether or not such invoices are, in accordance with the due date specified on them, actually due for payment

**5.3.5.** **recover from the Buyer all goods not paid for and on an indemnity basis recover all costs**, expenses and disbursements incurred by or on behalf of the Seller in recovering any goods and sums then due from the Buyer to the Seller whether or not proceedings for such recovery are instituted by or on behalf of the Seller

**5.4** If payment for Goods is tendered by cheque or is properly applied for by the Seller under a Direct Debit Authority signed by or on behalf of the Buyer and upon presentation the cheque is dishonoured for any reason or payment under the Direct Debit refused then and in any such case the Buyer shall pay to the Seller a processing and handling fee of Twenty-five pounds

### **6 Delivery**

**6.1** Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering or causing to be delivered the Goods to that place.

**6.2** Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

**6.3** Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

**6.4** Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim query or complaint by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

**6.5** If the Seller fails to deliver the Goods (or any instalment) for any reason (other than one which is beyond the Seller's reasonable control or one which is the fault of the Buyer), and the Seller is accordingly liable to the Buyer for breach of contract, the Seller's liability shall be limited to the excess (if any) over the contracted price for the Goods in question of the cost to the Buyer of purchasing (in the cheapest available market) similar goods to replace those not so delivered.

**6.6** If the Buyer fails to take delivery of the Goods at the stated address for delivery thereof or if the Buyer fails to give the Seller correct and adequate instructions regarding the Buyer's delivery requirements then (except in any case where such failure arises from some fault on the part of the Seller or from some cause or reason beyond the Buyer's reasonable control) the Seller may (without prejudice to any other right or remedy available to the Seller):

**6.6.1** store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

**6.6.2** sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

## TERMS AND CONDITIONS CONTINUED

### 7 Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller (or its carriers) has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailliff, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

7.6 For the avoidance of doubt, the expression 'ordinary course of business' shall not include any sale or disposal of Goods to a person directly or indirectly connected to the Buyer, including but not limited to an associated or subsidiary company of the Buyer, or an entity controlled by any statutory officer of the Buyer, and references to resale or reselling of Goods by the Buyer shall be construed and restricted accordingly, and the rights herein reserved to the Seller shall continue to be enforceable by the Seller as if any such associated or subsidiary company or controlled entity had acquired the Goods in question subject to the Conditions and the Buyer's rights hereunder

### 8 Warranties and liability

8.1 Subject to the conditions set out below the Seller warrants that the Goods repaired will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of **1 month** from date of invoice or collection of goods unless a different period is specified in advance in relation to a particular product.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;

8.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

8.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be **notified to the Seller within 3 working days from the date of delivery** or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.6 Goods supplied cannot be returned unless in the original packaging and within **30 days of purchase**. Any returned item must be accompanied by the relevant invoice/delivery note. Goods which are returned and which prove not to be defective will be subject to a restocking charge of **£30.00 (plus Value Added Tax) or 20% of the purchase value (inclusive of Value Added Tax) whichever is greater. Software items will not be accepted by the Seller for return unless either the software in question proves inherently faulty on testing thereof or the shrink-wrap or copyright seal thereof is intact and without any sign of interference.**

8.7 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods (or part or parts thereof) or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part or parts in question) with an alternative product of an equal or greater performance or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

8.8 In cases where the equipment manufacturer offers on site warranty the Buyer will be responsible for contacting the manufacturer or its agent direct to obtain the services required. The Seller will not be held responsible for the failure of the manufacturer or its agents to carry out any necessary repairs. In such cases the equipment may be returned to the Seller in accordance with these Terms and Conditions for normal warranty repair work save that in the event that the Goods have to be returned from a venue other than within the United Kingdom the Buyer will be responsible for carriage/customs charges that may arise in respect of the return of the Goods.

8.9 Except only in case of death or personal injury caused by the negligence of the Seller or its employees, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as may be expressly provided in these Conditions.

## TERMS AND CONDITIONS CONTINUED

**8.10** The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

**8.10.1 Force Majeure.** Neither party shall be liable to the other for any loss or damage which may be suffered by the other as a direct or indirect consequence of the performance of its obligations under the contract being prevented, hindered or delayed by reason of circumstances or events beyond its reasonable control, including but not limited to Acts of God, war, riot, strike, lock out, trade disputes, or labour disturbances, accident, breakdown of plant or machinery, fire, flood, storm, explosion, epidemic or Government action or intervention.

### **9. Indemnity**

**9.1** If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by the Buyer or from some unauthorised use of the Goods by the Buyer, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim Provided that:

**9.1.1** the Seller is given full control of any proceedings or negotiations in connection with any such claim;

**9.1.2** the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

**9.1.3** except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);

**9.1.4** the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

**9.1.5** the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

**9.1.6** without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this Condition.

### **10 Misinformation by or Insolvency of Buyer**

**10.1** This Condition exists if:

**10.1.1** the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or (being a limited liability partnership) is dissolved or wound up; or

**10.1.2** a Liquidator takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

**10.1.3** the Buyer ceases, or threatens to cease, to carry on business; or

**10.1.4** the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or

**10.1.5** the Seller has reasonable cause to believe that the Buyer has supplied wrong or misleading information to or withheld or concealed material or detrimental information as to its solvency or ability to make payment for Goods from the Seller in the Account Application Form, in the course of usual credit checks and enquiries carried out by the Seller in relation to the Buyer and/or in dealings with, approaches to or placement of orders with the Seller prior to supply of any Goods to the Buyer Provided that if any of the events contemplated by sub-Conditions **10.1.1**, **10.1.2**, or **10.1.3** occur within 28 days of the date of supply of Goods by the Seller to the Buyer then the provisions of this sub-Condition 10.1.5 shall automatically apply so as to bring into effect the provisions of sub-Condition **10.2** below

**10.2** If this Condition applies then, without prejudice to any other right or remedy available to the Seller:

**10.2.1** the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary; and

**10.2.2** the provisions of Condition **1.3.2** shall apply Provided also that in a case where Condition **10.1.5** applies the provisions of Condition **1.3.2** shall extend to all quotations/orders pursuant to which Goods have been supplied to the Buyer and for which payment has not been received by the Seller without the time limit appearing in the last proviso to Condition **1.3.2** to the intent that statutory officers (in the case of limited companies) and members (in the case of limited liability partnerships) shall be responsible for payment for Goods supplied by the Seller in cases where they have supplied or allowed to have been supplied or have withheld or have allowed to be withheld or concealed (as the case may be) such wrong, misleading, material or detrimental information.

### **11 General**

**11.1** Where there is an on-going trading relationship between the seller and the Buyer the Conditions shall be the Seller's terms and conditions of sale in force at the date of each agreement for the sale of Goods by the Seller to the Buyer. Condition **2.2** shall accordingly apply to an agreement between the parties only in relation to the Conditions applicable at the date of such agreement.

**11.2** Where the Buyer has placed an order for the supply of Goods by the Seller to the Buyer on or over the telephone then the invoice issued by the Seller with the Goods so ordered on their delivery to or collection by the Buyer shall in the absence of any written quotation by the Buyer or written order by the Seller be evidence of the verbal agreement between the parties for the purposes of the Conditions

**11.3** Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

**11.4** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

**11.5** Any dispute arising under or in connection with these Conditions or the sale of the Goods shall at the sole discretion of the Seller be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society in England.

**11.6** The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

**TERMS AND CONDITIONS-** The following warranty is relevant to work undertaken, both off and on site.

**Warranty:** Branded goods such as **Epson, Lexmark, Fujitsu Siemens, Acer, HP, Sony** are supported by the manufacturer. MBS can assist the customer and the goods can be returned to MBS premises on a RTB (return to base) Any products, falling into this category for warranty work will be delivered and returned, to mbs, by the customer. Where and when mbs collects, we reserve the right to charge for the service. In the case of faulty hardware falling in the manufacturer warranty period, the item is will be replaced by the manufacturer either at MBS premises or sent away to be replaced, mbs reserves the right to charge any postage costs involved. MBS reserves the right to charge any labour costs involved in replacing the part. **In the case of Hard Disk failure note \*1 applies.**

**System Utilities:** Operating systems, virus checkers, etc which are installed on machines, by **MBS**, is the OEM versions and support is limited **to 7 days.**

**Applications Software:** All application software provided by **MBS** is the OEM version and is limited **to 7 days support.** Software failures after that period, including Microsoft operating systems, all application software and anti-virus are not covered by warranty. However, all hardware within the warranty period is covered as outlined in our Terms and Conditions.

**Hard Drive Warranty: \*1**

1. The Hard Drive will be replaced without cost to the customer.
2. The existing operating system and associated drivers will be re-installed free of charge. However, any additional software, drivers or data for installation, will be charged at the published hourly rate.

**Support Defined.** Support is not defined as warranty or training; we define it as telephone or email support to the uninitiated user and to guide them through the complexities of the installed programme.

The authors and publishers are responsible for the quality and content of the relevant products, and not with mbs.

Amendments and upgrades to system or applications software, whether available directly or via email or internet downloads, is solely at the customers and publishers discretion; and any subsequent errors are the responsibility of the two parties involved. System "crashes" and "lockups" are not considered to represent a warranty failure, unless the error being diagnosed can be directly attributable to failing hardware or firmware. However, if replacement hardware/ firmware is not required in the restoration of the software then the work carried out will be charged in accordance with our published tariffs.

**Hard Drive Failure (Software Implications)** In the event of a terminal failure of a Hard Drive Unit and a subsequent loss of data, the following will apply. Whilst every care is taken to protect customers' data, **MBS Computers Ltd**, do not accept liability for any loss or damage to data that may occur during the time the Hard Drive is in our possession. It is the responsibility of the customer to protect their data. Data security is the essential priority of good housekeeping and failure to maintain a "back up" is inviting disaster, assuming the information held has either a residual or intrinsic value. Current data archives should be held by the customer and be able to restore any loss, however caused. Repairs, "disk to disk" data transfers can only be attempted with the express authority of the customer. It is the customer's responsibility to notify **MBS Computers Ltd** of any data that is held in their possession which contravenes the DATA PROTECTION ACT 1998. Any Hard Drive or other device found to contain provocative images of minors, or images of them engaged in sexual activity will be immediately forwarded to the appropriate authorities.

**Laptops with 6 months' or less warranty & laptops sold as graded or second user. Laptop screens**

Laptops under this section shall be covered for a period of **7 days in regards to batteries, power supplies only.**

1. Batteries, power supplies and all laptop screens are not covered by any warranty after **seven days.**
2. Where there is evidence of damaged caused by customer negligence this will invalidate the warranty i.e screens.
3. Laptop screens fitted by LL / MBS come with a manufacturer **3 Month Warranty**, unless other wise stated

**Dead Pixels.** On TFT/ LCD screens the warranty arrangements are as follows;

1. TFT/ LCD monitors are classed as faulty, if dead pixels occur within a 30mm radius from the centre of the screen.
2. 5 white dead pixels.
3. 5 black dead pixels.
4. 10 dead pixels anywhere.

They are not faulty if;

1. 5 dead pixels, of different colours are spread across the screen.
2. 5 blinking or multi-coloured pixels anywhere (except within 5mm of each other or emanate from the geographical centre of the screen).

We understand how distracting a dead pixel can be but it is a common fault with TFTs. Please ensure you follow the above guide, before you return the product. If a monitor is returned and falls outside these guide lines, the item will be rejected and you may be liable for a testing fee.

**Warranty Issues:** If a customer suspects a fault with any item purchased from **MBS** and is covered by **MBS'** returns warranty; **MBS** must be allowed a first opportunity to;

1. Investigate
2. Rectify the problem

If the customer allows a third party to investigate the product, this will invalidate any warranty claim.

**Best Endeavours:** **Every effort will be made to complete the sales & repair process within the quoted time scale, which is calculated using our experience over a number of years. We reserve the right to adjust this time-scale in the event of unforeseen circumstances, eg. Additional requests made by the customer or, indeed, reduced time required to complete the contract. We will discuss this, and should this occur will not carry out additional work without receiving the express approval of the customer.**

**Equipment left at mbs Ltd:** Products not collected by the customer within three months' of repair or diagnosis will be deposited of, and any proceeds recovered placed against the outstanding balance.

**Deposit.** A deposit of **£21.22 plus vat** is required on all equipment left for diagnosis and repair. This is referred to as the inspection fee and is non refundable.

**Returned Goods** supplied cannot be returned unless in the original packaging and within **30 days of purchase.** Any returned item must be accompanied by the relevant invoice/delivery note. Goods which are returned and which prove not to be defective will be subject to a restocking charge of **£30.00 (plus Value Added Tax) or 20% of the purchase value (inclusive of Value Added Tax) whichever is greater. Software items will not be accepted by the Seller for return unless either the software in question proves inherently faulty on testing thereof or the shrink-wrap or copyright seal thereof is intact and without any sign of interference.**

\* Full details of our Terms and Conditions are on our web site, on display in our premises and available upon request.

Version 1/01/2008

## **In Brief;**

**System Utilities:** Operating systems, virus checkers, etc which are installed on machines, by **MBS**, is the OEM versions and support is limited **to 7 days**.

**Applications Software:** All application software provided by **MBS** is the OEM version and is limited **to 7 days support**.

**Returned Goods** supplied cannot be returned unless in the original packaging and within **30 days of purchase** Goods which are returned and which prove not to be defective will be subject to a restocking charge **of £30.00 (plus Value Added Tax) or 20% of the purchase value (inclusive of Value Added Tax) whichever is greater**

**Deposit.** A deposit of **£21.22 plus vat** is required on all equipment left for diagnosis and repair. This is referred to as the inspection fee and is non refundable

**Support Defined.** Support is not defined as warranty or training; we define it as telephone or email support to the uninitiated user and to guide them through the complexities of the installed programme.

**Warranty** Subject to the conditions set out below the Seller warrants that the Goods repaired will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of **1 month** from date of invoice or collection of goods whichever is the sooner unless a different period is specified in advance in relation to a particular product.

**Laptops with 6 months' or less warranty & laptops sold as graded or second user. Laptop screens**

Laptops under this section shall be covered for a period of **7 days in regards to batteries, power supplies only.**

Batteries, power supplies and all laptop screens are not covered by any warranty after **seven days**.

Where there is evidence of damaged caused by customer negligence this will invalidate the warranty i.e screens. Laptop screens fitted by LL / MBS come with a manufacturer **3 Month Warranty**, unless other wise stated

## **Goods repaired and returned to customer.**

MBS Computers Ltd will send repaired goods back to customer and charge a fee for this – 'Courier fee'

MBS Computers do not accept any liability for loss, damage, or theft of the returned item whilst in transit with the courier.

If the customer would like insurance against loss damage or theft it will be their responsibility to arrange this. MBS Computers will arrange a courier to deliver the goods, but not provide insurance.

## **TERMS AND CONDITIONS**