

By placing an order with Flexicom Solutions, you are accepting our terms and conditions. Flexicom Solutions is a trading name of Flexicom Solutions Ltd. Your existing statutory rights are not affected by these conditions.

## **1. Definitions**

"Customer" means an individual who is acting for the purposes of his or her business

Flexicom Solutions is also referred to as "we" or "us" or "our" in these terms and conditions.

"Catalogue" means the catalogue of products and services offered by Flexicom Solutions

"Force Majeure" means any cause affecting the performance by Flexicom Solutions of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.

"Normal Working Hours" means 9:00am to 5:00 pm on a Working Day.

"Working days" means Monday to Friday, excluding Bank or other Public holidays.

"Special Order Products" means products specifically requested and specified by the customer that do not fall Flexicom Solutions' portfolio of products

## **2. Quotations**

Quotations are an invitation to treat only. Prices and delivery dates are firm for 7 days from the date of quotation

## **3. Orders**

All contracts of sale made by Flexicom Solutions shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the party ("the Customer") with whom Flexicom Solutions is dealing. Cancellation of orders by customers is not accepted as many orders are dispatched on the same day the order is placed.

All orders are subject to acceptance and to availability of the goods ordered: Flexicom Solutions is entitled to refuse any order placed by you.

You undertake that the credit or debit card you use to make a purchase from us is your own card or your company's card, that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any goods or services you order from us. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.

## **4. Cancellation**

In the event of a customer cancelling an order placed with Flexicom Solutions and prior to delivery of goods, then Flexicom Solutions reserve the right to levy a charge of up to 25% of the order or £25 whichever is the higher

## **5. Prices**

All prices quoted are in GBP and exclude VAT, delivery and installation, unless otherwise indicated. Goods and services, together with VAT, are invoiced at the price prevailing at time of order. Flexicom Solutions reserves the right to modify the prices from time to time.

## **6. Promotions/Special Offers**

Promotions on our website are not applicable to customers with special pricing. To avail of the promotion, goods must be in stock when the order is placed. In any case goods must ship by the closing date of the promotion. Flexicom Solutions reserves the right to withdraw any promotion or special offer at any time.

## **7. Delivery, Title and Risk**

Flexicom Solutions shall use reasonable endeavours to despatch goods by the date agreed with the customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay.

If Flexicom Solutions is unable to deliver the goods within 30 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to Flexicom Solutions in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to Flexicom Solutions after the above date but before delivery of the goods or notification from Flexicom Solutions that the goods are ready for delivery.

Flexicom Solutions does not accept liability for shortages or damage to deliveries unless the Customer notifies Flexicom Solutions of the shortage or damage in writing within 72 hours of receipt of the delivery. Consumers should notify shortages or damage within a reasonable period of becoming aware.

Customers are required to be able to accept the goods when they are ready for delivery within Normal Working Hours.

Delivery is deemed to take place when the goods are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.

Title in the goods does not pass to the Customer until payment is received in full by Flexicom Solutions

If the Customer cannot accept delivery, Flexicom Solutions may at its option:

- a. store and insure the goods at the Customer's expense and risk or
- b. sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or
- c. re-arrange delivery provided that Flexicom Solutions may charge the Customer for the additional delivery costs incurred.

Claims for non delivery must be made within seven days of the date of invoice

The Customer may request a Proof of Delivery, provided that this request is made in writing within 2 months of the date of delivery and Flexicom Solutions shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

Upon delivery of the goods, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery.

Flexicom Solutions shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

## **8. Payment**

Credit accounts are available against approved references for business customers who plan to do regular business with us, Flexicom Solutions' standard credit terms require payment within 14 days from the date of the invoice, except in the case of transactions where different terms are agreed in writing.

Payment may be made by Visa or MasterCard.

If credit notes issued by Flexicom Solutions to the customer has not been utilised within a period of 12 months from the date of issue, Flexicom Solutions shall have the right to cancel the credit note and the customer shall not be entitled to a replacement or any payment in respect of the same

Any credit balance shown on a customer's statement of account issued by Flexicom Solutions which remains in the statement for a period of 12 months will be forfeited by the customer who shall no longer have any rights to the same

## **9. Product specifications**

Flexicom Solutions makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.

If Flexicom Solutions cannot supply the goods ordered by the Customer, Flexicom Solutions reserves the right to offer goods of equal or superior quality. In such a case, if the Customer does not wish to accept the alternative goods offered, he or she may cancel the order and require the refund of any money paid to Flexicom Solutions in respect of that order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

Flexicom Solutions has to adhere to the manufacturer's guidelines stipulating that a given defect(s) that are deemed acceptable before an item is accepted for replacement on grounds of fault.

E.g. Due to the current manufacturing methods of active matrix display panels, a small percentage of sub-pixel anomalies (i.e. a pixel that is stuck on or off) are accepted by the industry as unavoidable. Accordingly, because the manufacturing yield of perfect active matrix panels is low, displays may have some sub-pixels that are either always on or off. The cost of accepting only theoretically perfect displays would almost double the price of a portable computer using an LCD screen. Please be aware of this before purchasing a TFT screen.

## **10. Warranties & Returns**

Flexicom Solutions is committed to providing our customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective. In such cases we offer the returns facilities described below.

Unless otherwise stated in the manufacturer's documentation, all goods carry a specified manufacturer's warranty.

If you purchase goods in the course of your business, the following provisions of this Clause shall apply. Other than the express provisions set out in these terms and conditions, all other terms and the implied terms or warranties relating to the supply of goods are excluded to the fullest extent

permitted by law. Goods are not tested or sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing.

Additional warranties and services are available and may be purchased with the product

Flexicom Solutions does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering. Special order products are not returnable to the manufacturer and may not be sold to other customers. Accordingly, orders for such goods cannot be cancelled and Flexicom Solutions can only return or repair Goods where they prove to be defective and the Goods are returned for repair or replacement.

In the event that Flexicom Solutions, at its discretion agrees to accept the return for credit of unwanted products, the goods must be returned with Flexicom Solutions' prior written agreement within 14 days of delivery. The goods must be unopened, with the manufacturers seals intact and in perfect re-saleable condition All goods returned in these circumstances may be subject to a 20% re-stocking fee of Flexicom Solutions' sale price for the goods or £25 whichever is the higher. Please ensure that the product(s) you have purchased are to your specification prior to breaking the manufacturers seals. This will avoid disappointment and the product(s) being rejected, should you wish to return them.

No contract shall be cancelled once accepted by Flexicom Solutions nor shall any Goods which are delivered in accordance with the contract be returned without prior written approval of Flexicom Solutions and on terms to be determined at the absolute discretion of Flexicom Solutions.

a. Flexicom Solutions will advise you of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection, or request that you return the product directly to us, the address will be provided as part of the returns process.

b. Goods Returns Authorisation Number (RA) must be obtained from Flexicom Solutions for each and every return so that we are able to administratively process your return, otherwise we have no means of identifying the Goods being returned. This may result in difficulties in returning monies. The RA must be clearly shown on each parcel returned, and must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages must be returned unopened with the software seals intact. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.

c. Flexicom Solutions cannot accept liability for packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.

d. Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by recorded delivery, registered post or courier, and to insure the goods for their full value.

e. On receipt of the returned product, if following the testing process, the product is found to be in good working order without defect, we will return the product to you, and the carriage costs of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with a replacement product before completion of the testing process, you will have to pay for this product also.

f. Unless otherwise stated in the manufacturer's documentation, all goods carry a specified manufacturer's warranty. Customers who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure. In order to resolve your problem as quickly as possible, we will refer you to the product manufacturer who will deal directly with the return. In

these instances, we will provide you with the contact information for the relevant manufacturer

g. This warranty shall not apply if the goods have been worked upon, altered or damaged in any way by the Customer or its employees or agents, or to goods not used in accordance with the manufacturer's instructions.

h. No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. If you are a consumer this does not affect your statutory rights. Please note Software Licences are non returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.

This clause shall not apply to sealed computer software which has been opened by you.

## **11. Flexicom Solutions' liability**

In its dealings with Customers, Flexicom Solutions shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships loss of data and other financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods, which we may be liable to refund to you, in whole or in part, if the goods are faulty or do not comply with their description). Flexicom Solutions' liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

Nothing in this agreement shall limit Flexicom Solutions' liability for death or personal injury caused by its negligence.

## **12. Force Majeure**

Flexicom Solutions shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of Flexicom Solutions' obligations in respect of the Goods, if the delay or failure was due to any cause beyond Flexicom Solutions' reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Flexicom Solutions' reasonable control:

- a. act of God, explosion, flood, tempest, fire or accident;
- b. war, threat of war, sabotage, insurrection, civil disturbance or requisition;
- c. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d. import or export regulations or embargoes;
- e. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Systemax or of a third party);
- f. difficulty in obtaining materials, labour or machinery; and
- g. power failure or breakdown in machinery.

If we are unable to provide you with your Goods within a reasonable time due to circumstances outside our control, we shall either agree a new timescale with you for the delivery of the Goods or either of us may decide to terminate the contract in which case we will return any prepayments that you have made in full.

### **13. Errors & Omissions**

Flexicom Solutions makes every effort to ensure that all prices and descriptions quoted in its catalogue and on its website are correct and accurate. However, the frenetic tempo of e-commerce makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, Flexicom Solutions will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. Flexicom Solutions' liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by Flexicom Solutions after the manifest error has been discovered.

A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by Flexicom Solutions which is more than 10% less than the price that would have been quoted had the mistake not been made.

### **14. Trademarks**

Flexicom Solutions acknowledges the intellectual property rights of suppliers and manufacturers of products in our catalogue and on our website

### **15. General terms of business**

Nothing in these terms and conditions affects your statutory rights as a Consumer.

If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

Any waiver of a breach of this Agreement must be in writing.

Any variation of this Agreement must be in writing and signed by a duly authorised Flexicom Solutions official.

The headings are for convenience only and shall not affect the interpretation of this Agreement.

Assignment. You must not transfer any contract made with us under these Conditions, as it is personal to you, without written authority from us. This authority will not be refused without good reason.

Insolvency

This clause applies if:

- a. the Business Customer/Consumer 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);
- b. An encumbrance takes possession, or a receiver is appointed of any of the property or assets of the Business Customer/Consumer ; or

Flexicom Solutions reasonably apprehends that any of the events mentioned above is about to occur in relation to the Business Customer/Consumer and notifies the Business Customer/Consumer accordingly.

If this clause applies then without prejudice to any other right or remedy available to Flexicom Solutions, Flexicom Solutions shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Business

Customer/Consumer 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.

#### Customer Service queries

Flexicom Solutions shall make every reasonable effort to resolve or acknowledge by post, telephone or email any queries which the Customer has made within 48 hours of receipt of any such query.

Flexicom Solutions shall make every reasonable endeavour to respond to complaints within 5 working days and keep the Customer reasonably notified of any progress thereafter.

#### No Waiver

Flexicom Solutions's failure to insist upon strict performance of any provision of these Conditions shall not be deemed a waiver of its rights or remedies in respect of any present or future default of the Customer in performance or compliance with any of these Conditions.

#### Notice

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the 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 notice.

Notice shall be delivered personally or sent by prepaid recorded delivery or by registered post (airmail if overseas) or by facsimile transmission and shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of evidence of earlier receipt) 48 hours after posting (six days if sent by airmail) and in the case of facsimile transmission on completion of the transmission provided that the sender shall have received printed confirmation of transmission.

#### Enforceability

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 provision of these Conditions and the remainder of the provision in question shall not be affected.

#### Dispute

In the event of a dispute between the Customer and Flexicom Solutions, should Flexicom Solutions in writing require, the Customer agrees to submit to the jurisdiction in accordance with the Arbitration Act 1996 for the time being in force as a legally binding alternative to court action.

#### Jurisdiction

The contract shall be governed by the laws of England & Wales and the Customer agrees to submit to the non-exclusive jurisdiction of the courts in England & Wales only.

#### Images

Product images are provided for illustrative purposes only and the actual product you receive may differ from the image displayed in the catalogue or on our website, especially with generic products.