

Trading terms and conditions of Advent Data Solutions T/A GKNDIRECT.COM

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

We are: **Advent Data Solutions T/A GKNDIRECT.COM**

Our address is: Devonshire House, 582 Honeypot Lane, Stanmore, London, UK. HA7 1JS

You are: a visitor to Our Website / our customer

The terms and conditions:

1. Definitions

In this agreement:

| | |
|------------------------|--|
| "We , "Us | means Advent Data Solutions Limited T/A GKNDIRECT.COM |
| "Goods" | means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you. |
| "Services" | means service and support provided by us to you. |
| "Software" | means computer program(s) and associated documentation. |
| "Order Confirmation" | means our written acceptance of your Order. |
| "Contract" | means any contract between you and us for the sale and purchase of Goods or Services, incorporating these Terms. |
| "Normal Working Hours" | means 9am to 5pm on a Working Day which is Monday to Friday, excluding Bank or other Public holiday |
| "Carrier" | means any person or business contracted by us to carry Goods from us to you. |
| "Content" | means any content in any form published on Our Website by us or any third party with our consent. |
| "Our Website" | means the entire computing hardware and software installation that is or supports our website. |

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. A reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- 2.2. These terms and conditions apply to all supplies of Goods and Services by us to any customer. They prevail over any terms proposed by you.
- 2.3. These terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.

3. Our contract with you

- 3.1. We do not guarantee that Goods advertised on our website are available.
- 3.2. We may change these terms from time to time without notice. The terms that apply to you are those posted here on Our Website on the day you order Goods. We advise you to print a copy for your records.

4. Acceptance of your order

- 4.1. Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch the goods to you. At any point up until then, we may decline to supply the goods to you without giving any reason.
- 4.2. At any time before the Goods are despatched, we may decline to supply the Goods to you without giving any reason.
- 4.3. When you place an order, you are undertaking to us that
 - 4.3.1 all details you provide to us for the purpose of purchasing Goods or Services are correct, and
 - 4.3.2 the credit or debit card you use to make a purchase from us is your own 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.
- 4.4. We will accept your offer and create a Contract with you by sending to you an Order Confirmation once we have confirmed availability of the Goods or Services, verified your credit card or payment details as necessary and prepared the Goods for dispatch. We reserve the right to obtain validation of your credit or debit card details before providing you with any Goods or Services. The order confirmation will be binding

- 4.5. If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:
 - 4.5.1 accept the alternatives we offer.
 - 4.5.2 cancel all or part of your order.

5. Price and Payment

- 5.1. It is possible that the price may have increased from that posted on our Website. If that happens, we will not send your order until you have confirmed that you wish to buy at the new price.
- 5.2. If the item you order is available in parts, you must pay us the full price of your order before we will send any part of it
- 5.3. Goods and Services, together with VAT, are invoiced at the price prevailing at the time of your Order
- 5.4. We will not supply Goods or Services to you until payment has been received in full.
- 5.5. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we dispatch it to you.
- 5.6. Payment for Goods to be delivered on the UK mainland can only be made by, Visa Debit and Credit, MasterCard, Maestro and Bank Transfer.

6. Delivery

- 6.1. We only deliver in the UK.
- 6.2. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 6.3. If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 6.4. We may deliver the Goods in instalments if they are not all available at the same time for delivery.
- 6.5. All goods must be signed for on delivery. If no one is at the address when the delivery is attempted the goods may be retained by the driver. When your Goods arrive, it is important that you check immediately the condition and quantity. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 6.6. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.

- 6.7. Some items will be delivered direct from the manufacturer who will contact you to arrange delivery. When delivery of the items has been arranged directly with the manufacturer, you will be subject to the manufacturer's delivery policy.
- 6.8. Some items are so large and heavy that delivery times may be slightly longer. In this case, approximate delivery dates will be given when you place your order.
- 6.9. Time for delivery specified on the Order, if any, is an estimate only and time shall not be of the essence.

7. Cancellation and Exclusions

- 7.1. You may cancel your order at any time before we despatch your order.
- 7.2. You may cancel your order at any time before we have despatched the Goods. If you do, we will refund to you the price of the Goods and any delivery charge.
- 7.3. If you cancel your order after we have despatched the Goods, you must return them to us in the same condition in which you received them. We cannot refund your money if the Goods have been used, worn or damaged.
- 7.4. You will not be permitted to cancel a purchase for Software supplied on CD, DVD or other similar storage devices if the Software packaging has been unwrapped or the seal has been broken.
- 7.5. You are responsible for the cost of returning them. We are not obliged to refund to you your cost of re-packing and returning the Goods.
- 7.6. If you fail to return the goods, within 14 days, we are entitled to arrange for their collection. If we do we shall look to you to repay us the cost of collection.
- 7.7. We will refund your money within 30 days of receipt by us of the returned Goods (less any direct cost of recovering the Goods)
- 7.8. The Law expects an expert to help a buyer to avoid buying a product which may be unsuitable in some way. We are retailers. We are not experts in any of the Goods we sell. You alone must decide whether a product is suitable for your requirement.
- 7.9. This paragraph does not affect your rights in the event that the Goods are faulty.

8. Goods returned

These provisions apply in the event that you return any Goods to us for any reason:

- 8.1. All returns must be confirmed in writing, email (sales@gkndirect.com) or other durable notice and clearly addressed to: Customer Services, Devonshire House, 582 Honeypot Lane, Stanmore, London, UK. HA7 1JS. Notification by phone is not sufficient.

- 8.2. We allow unwanted items to be returned within 14 days from date of delivery for refund or exchange, so long as they have not been used, this return will be at the discretion of GKNDIRECT.COM and if accepted may be subject to a diminished value charge. If all requirements are met, we will give you a refund for the cost of the product plus the delivery charge to the value of our least expensive delivery option.
- 8.3. In the event that Goods are found to be defective at any time within the first 14 days from delivery then please contact us immediately when you become aware of the defect. Different manufacturers have differing policies for dealing with Goods, which are termed 'dead on arrival' meaning that the Goods are found to be faulty either on delivery or very shortly afterwards. You will therefore be advised by our team of the relevant manufacturer's returns policy.
- 8.4. So far as possible, Goods should be returned:
 - 8.4.1 with both goods and all packaging as far as possible in their original condition;
 - 8.4.2 securely wrapped;
 - 8.4.3 including our delivery slip;
 - 8.4.4 at your risk and cost.
- 8.5. You must obtain a Returns Authorisation Number (RAN) from us before sending the goods. If you send Goods to us without a RAN we may not be able to identify sufficient details to enable us to attend to your complaint.
- 8.6. In returning a faulty item please encloses with it a note clearly stating the fault and when it arises or arose.
- 8.7. Most of the Goods are covered by the manufacturer's guarantee for a minimum of 12 months. Please first check the plug, fuse, batteries and the manufacturer's operating instructions.
- 8.8. Address for Returns of Goods is Devonshire House, 582 Honeypot Lane, Stanmore, London, UK. HA7 1JS.
- 8.9. Whilst in possession of the Goods you are under a statutory duty to take reasonable care of them. We reserve the right to claim against you for Goods returned which have been made unfit for resale or damaged whilst in your possession.
- 8.10. On receipt by us of the returned Defective Goods, if following the testing process the Defective Goods are found to be in good working order without defect, we will return the Goods to you, and the carriage costs of this return will be your responsibility.
- 8.11. If, when we examine the Defective Goods, it is evident that the defect has arisen because you have failed to follow the manufacturer's instructions as to the storage, installation, commissioning, use or maintenance of the Goods, or if you have altered the Goods without the written consent from us then we reserve the right to refuse a repair, replacement, or refund.
- 8.12. You should note that we adhere to individual manufacturers' guidelines in respect of acceptable deviation of quality of certain items. Therefore, we reserve the right not to

accept Goods considered by you to be defective if the error or fault is within the manufacturer's accepted manufacturing tolerances.

9. Warranty

If Goods become faulty more than 14 days after delivery, then you are advised to contact the manufacturer directly and use their warranty procedure. Unless otherwise stated in the manufacturer's documentation, all Goods carry a manufacturer's warranty.

10. Disclaimers

- 10.1. Conditions, warranties or other terms implied by the law of any county other than **England and Wales / Scotland / Northern Ireland** are excluded from this agreement to the fullest extent permitted by law.
- 10.2. We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.
- 10.3. You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 10.4. We give no warranty and make no representation, express or implied, as to:
 - 10.4.1 the quality of the Goods;
 - 10.4.2 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
 - 10.4.3 the correspondence of the Goods with any description;
 - 10.4.4 the adequacy or appropriateness of the Goods for your purpose;
 - 10.4.5 the truth of any Content on Our Website;
 - 10.4.6 compliance with any law;
- 10.5. We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.
- 10.6. Our liability under this contract is limited, to the maximum extent permitted by law, to the value of the goods or services you have purchased

11. Force Majeure

- 11.1. Where, in spite of its reasonable efforts, we are unable to perform an obligation due to circumstances beyond our reasonable control, it shall not be deemed to be in breach of its contract. This includes explosion, flood, fire or accident; war, sabotage, civil disturbance, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or of a third party); difficulty in obtaining materials, labour or machinery; and power failure or breakdown in machinery.

12. Your account us

- 12.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
- 12.2. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
- 12.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

13. Other restrictions

You agree that you will not use or allow anyone else to use Our Website:

- 13.1. to sell or promote any product or service without our express written consent;
- 13.2. in a way which violates the law of any country in which we operate, or which fails to comply with accepted Internet protocol;
- 13.3. for spamming. Spamming includes, but is not limited to:
 - 13.3.1 the bulk sending of unsolicited messages, or the sending of unsolicited emails which provoke complaints from recipients;
 - 13.3.2 the use of distribution lists that include people who have not given specific permission to be included in such distribution process;

14. Security of Our Website

If you violate Our Website or use it unlawfully or immorally, we will take the strongest action against you that we can. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Your action may also be unlawful in other countries, where you may accordingly be subject to extradition and criminal proceedings.

You now agree that you will not, and will not allow any other person to:

- 14.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 14.2. link to our site in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 14.3. download any part of Our Website, without our express written consent;
- 14.4. collect or use any product listings, descriptions, or prices;
- 14.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 14.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of our Website;
- 14.7. for any purpose use our name, any proprietary information (including images, text, page layout, or form) of ours or of our affiliates in any way and in particular to entice search robots to some other website;
- 14.8. use Our Website to hack into the computer of any other person or make contact with any other computer;
- 14.9. make available or upload files that contain software or other material, data or information not owned or licensed to you, including pirated computer programs, pirated music or other media or links to any such files;
- 14.10. share with a third party any login credentials to Our Website
- 14.11. use on Our Website software which assists in:
 - 14.11.1 data mining, extraction or collection;
 - 14.11.2 emulating, phreaking, hacking, password cracking, IP spoofing or overloading Our Website;
 - 14.11.3 framing", inserting pop-up windows, interstitial pages or advertisements, or similar techniques.
 - 14.11.4 performing any automated operation;

15. Data Protection, Privacy Policy and Security

- 15.1. Our Website employs the SSL (Secure Socket Layer) encryption standard in all secure areas, including login pages, customer information.
- 15.2. We take care to make Our Website safe for you to use. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 15.3. We do not disclose buyers' information to third parties. Cookies are used on this shopping site to keep track of the contents of your shopping cart once you have selected an item. No personal information is held using cookies.

16. Intellectual Property & Trademarks

- 16.1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 16.2. You are not allowed to copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 16.3. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 16.4. The trademarks and names of other companies and products mentioned are the property of their respective owners.

17. Miscellaneous matters

- 17.1. No amendment or variation to this agreement is valid unless in writing, signed by authorised representative ADVENT DATA SOLUTIONS T/A
- 17.2. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 17.3. Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or that service.
- 17.4. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to

the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- 17.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 17.6. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.7. The validity, construction and performance of this agreement shall be governed by the laws of **England and Wales / Scotland / Northern Ireland**