

Once CU has all of the required information your account application will be processed

Computers Unlimited
General Terms and Conditions of Sale
April 2007

Products and services ("Products") are sold and supplied by Computers Unlimited ("CU") on the following general terms which cancel all previous general terms and conditions of sale. Where applicable, special terms and conditions of sale are specified in CU catalogues, price lists, or other literature.

Payment
Accounts for Products are payable at the following postal address:

Computers Unlimited
The Technology Park
Colindeep Lane
London NW9 6BX

Until a credit account is established, all business with new customers is on a cash basis unless otherwise agreed.

Non-payment by the due date entitles CU to cancel the contract or to suspend deliveries without further notice.

Price
All prices will be those ruling at the date of delivery and those quoted.
CU price lists do not constitute an offer.
All prices are exclusive of any applicable value-added tax, which the customer shall be additionally liable to pay to CU.

Uncontrollable events and delays
In case of delays caused by circumstances beyond the control of CU or CU suppliers, CU shall have the right to either suspend deliveries without notice or cancel the contract without liability. By way of illustration and not of limitation, the following are to be treated as uncontrollable events: strike, lockout, riot, revolution, mobilisation, war, epidemic, official regulations, transportation difficulties, working difficulties, machine breakdowns, fires, failure of suppliers, or other causes, whether similar or not.

Resale
Products are supplied subject to the following conditions:
a. Products shall remain in their original packaging and the marks, numbers or references indicated on the Products or packaging shall neither be covered, defaced, altered nor erased.
b. Products normally shall be resold at any trade level only by qualified personnel and in premises suitable for their storage, display and sale under satisfactory conditions.

Advertising
CU advertising and display material is supplied to the customer for his own business. The customer must not in any way imply that he is the agent of CU, since this implies one who acts on behalf of and with authority from a principal.

Customers considering advertising are invited to consult the CU departments concerned.

Law of the contract
In the case of legal disputes, the law and the courts of England shall apply.

Customer order conditions
Any provisions of the customer's order which conflict with, or are in addition to, the general terms and conditions of sale and conditions of sale or any special terms of business shall be excluded.

Consequences of the non-application of a clause in the present Terms and Conditions of Sale. Should any of these general terms of business and conditions of sale be inapplicable, this would not imply that the rest of the present terms do not remain valid.

Verbal agreements
Any verbal agreement which does not conform to the present terms, shall not be binding on CU unless it has been confirmed by CU in writing.

Credit and payment
a. Unless otherwise agreed, the granting of credit facilities is made on the condition that payment is received by CU at the postal address referred to above, 30 days after the date of invoice, and CU reserves the right to withdraw credit facilities forthwith if this condition is not observed.

b. CU may charge interest on overdue accounts until the date of actual payment at the monthly rate of 2% of the overdue balance, such amount being payable without prejudice to CU's other rights and before as well as after judgement.

c. Where a customer elects to make a payment by credit card, Computers Unlimited will charge a 2% surcharge on the value of the items purchased.

We will continue to make no charge for the use of debit cards.

Delivery
a. Products supplied by CU are delivered at the risk of CU, unless a customer stipulates a special method of delivery, in which event Products are delivered at the risk of the customer and an extra charge may be made for delivery.
b. Any stated delivery date constitutes only a warranty by CU to use reasonable endeavours to effect delivery by or about that date. No liability will be accepted by CU for failure to meet delivery dates, however caused.
c. In any event, any liability for loss or damage in the course of delivery shall in all circumstances whatsoever be limited (at the option of CU) to the repair or replacement of the Products concerned or to the crediting of the customer with the invoice value of such Products.
d. In the event of damage, the customer must advise CU of any such damage, within 48 hours of delivery. No claim for damage will be allowed if advice is beyond this time limit.

Returns procedure
Product may only be returned to CU after first obtaining CU's agreement to do so. Whenever CU agrees to accept goods for return, it will do so by issuing a Returns Material Authorisation (RMA) number. CU drivers or its delivery carriers are not authorised to collect Products for return without an appropriate reference number and any items received at CU's warehouses that do not clearly display an authorised RMA number, will be rejected. All returns must be completed within 10 working days of the issue of an RMA number.

Dead on arrival (DOA)
Any product that has been received by an end-user and deemed to be non-working or faulty, within 10 days from date of end-user invoice, is deemed to be DOA. Provided the defect is confirmed by CU technical support and the end-user proof of purchase date is supplied, such products will be replaced for a new unit, stocks permitting or for a purchase price credit, where stocks are no longer available. Any products exceeding this 10 day period and/or that were originally purchased from CU over a period greater than 6 months (hardware) or 12 months (software) will not qualify for replacement or credit and will fall under the standard warranty terms and conditions of the manufacturer.

Warranty
All products are supplied with the benefit of the manufacturers warranty agreement and warranty process.

Damaged goods
Any products received visibly damaged must be notified, in writing or via-email, to CU within 48 hours of receipt. All such units will be replaced provided the damage was incurred prior to receipt by either the customer or the customers carrier.

Receiving errors
Receipts of incorrect shipments must be notified, in writing or via e-mail, to CU within 5 working days of CU invoice date. All such disputes will be resolved through arbitration using all the information available at that time e.g. proof of delivery.

Undamaged, non-defective goods
Generally, non-defective, undamaged goods will only be accepted back where they have not been supplied to order. In exceptional circumstances, CU may allow the return of certain non-defective goods, however such returns will be on a case-by-case basis and will be subject to a re-stocking fee. Such requests should be made to CU's sales department. All non-defective returns will only be accepted for goods that are received at CU's warehouses in a pristine condition - i.e. undamaged, unmarked, unopened and together with any accessories or cables as originally supplied. The customer is entirely responsible for the transportation and packaging of such goods.

Title and risk
Until full payment has been received by CU for all products whatsoever, supplied at any time by CU to the customer.

- property of the Products shall remain in CU;
- the customer shall store the Products in such a way that they can be readily identified as being the property of CU, and at all times in accordance with CU's recommendations;
- subject to (d) and (e) below, the customer shall be at liberty in its own name (but not on behalf of or in the name of CU) to sell the Products in the ordinary course of business, on the basis that the proceeds of sale shall be the property of and held on trust for CU;
- CU may at any time suspend or revoke the customer's power of sale by notice to the customer if the customer is in default for longer than 14 days in payment of any sum whatsoever due to CU or if any

Bill of Exchange, cheque or other negotiable instrument drawn or accepted or endorsed by the customer in favour of CU is dishonoured on presentation for payment;

e. the customer's power of sale shall automatically come to an end if a Receiver is appointed over any of the assets or the undertaking of the customer or a Winding Up Order is made against the customer or the customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or causes a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy;

f. upon revocation or determination of the customer's power of sale under (d) or (e), the customer shall place the Products at the disposal of CU, which shall be entitled to enter upon any premises of the customer for the purpose of removing such Products from the premises;

Where payment is made by cheque, CU shall not be deemed to have received payment until the cheque has been cleared. Notwithstanding the foregoing, risk in the Products shall pass to the customer on delivery except where the customer requires a special method of shipment in which case risk shall pass to the customer when the Products leave CU premises.

Product information
The customer shall ensure that any safety information of whatever kind provided by CU in relation to the Products supplied is passed, where the Products are supplied for use at work, to the customer's employees or, where the Products are supplied for resale to the subsequent purchaser the customer shall not alter, mask or remove any such safety information from the Products.

Limitation of liability
CU will repair or at its discretion, replace or credit the customer with the invoice value of any Products found to be defective or faulty in all circumstances whatsoever the liability of CU, in respect of any failure to comply with the contract or other breach of duty shall be limited to such repair, replacement or credit.

Amendments
CU reserves the right to alter or amend these General Terms and Conditions of Sale for any particular class of Products or customer.

The Waste Electrical and Electronic Equipment Directive 2007
Directive 2002/96/EC places a legal and financial responsibility on either the producer or the end user of electrical and electronic equipment to cover the costs relating to the appropriate treatment of the aforementioned equipment when it becomes waste. By agreeing to these terms and conditions, THE CUSTOMER accepts responsibility for the treatment and recovery obligations sold to it, in accordance with Directive 2002/96/EC and absolves Computers Unlimited of any associated responsibilities.