

# **TERMS AND CONDITIONS OF SALE**

**By placing an order with us you are agreeing to and accepting these Terms and Conditions.**

## **1. ACCEPTANCE OF ORDERS**

1.1 All business is transacted between us and customers or prospective customers is done so on these conditions. Conditions proposed by the customer shall apply only when they are expressly accepted by us in writing.

1.2 Placing an order does not constitute our acceptance of the order. Acceptance is only granted when we have confirmed (by email or in writing) the order. We reserve the right to decline acceptance of any order. Any order placed by a customer shall constitute an offer open for acceptance by us at any time until a written notice withdrawing the order is received by us.

1.3 All items are subject to availability. Customers will be advised should a product be out of stock, and will retain the option to cancel should the delivery period be lengthened.

## **2. PRICES**

2.1 All orders will be deemed to be at the advertised price for the goods at the point of confirming your order, unless agreed otherwise. All prices are subject to change without notice.

2.2 All prices stated are net of any import taxes as appropriate, insurance, transport and packing unless specified otherwise.

## **3. DELIVERY**

3.1 Delivery will be to the address stated in the order unless specified otherwise.

3.2 Dates and times for delivery are given in good faith, but do not constitute part of the agreement. We shall not be liable for loss or damage caused by failure to deliver at the stated time.

3.3 The customer may cancel an order if the goods have not in the meantime been dispatched, or been ordered specially for the customer, or specially built for the customer.

**3.3 Damage or Loss in transit:** Goods shall be deemed to have been delivered free of any defect or shortage which would be apparent upon inspection at delivery, unless the customer upon delivery makes a note of it on the delivery note countersigned by the carrier and notifies us in writing the same day.

**3.4 Defects or shortages on unpacking:** Any problems apparent on unpacking must be reported to us in writing within 7 days of receipt of the delivery. After this, Ohm Communications will not accept any claims for shortages or damages.

3.5 In the case of any such defect which might be the subject of a claim against a third party (such as the carrier or an insurance company) we shall have no liability unless the customer in addition to notifying us as aforesaid carries out all such steps as are necessary (and as the customer having made enquiry knows of) to enable a claim to be brought against such third party. In any such case we shall not be liable in respect of any such claim unless the customer keeps the goods the subject matter of the claim in the same state as they were in when the subject matter of the claim was discovered until we and/or any relevant third party have had a reasonable opportunity to inspect them.

3.6 Subject to defects noted as above, customers will be deemed to have accepted (and thereby to have lost the right to reject) all goods once they have been unpacked.

3.7 We shall have no liability for non-delivery of goods actually dispatched unless informed in writing within 7 days of the date by which the customer might reasonably have expected the goods to be delivered.

3.8 Risk shall pass to the customer upon delivery of the goods or (where a customer is to collect goods from us) on the date that we have given the customer to collect the goods (whether or not the customer collects them on that date).

3.9 Delivery charges vary depending on the type of products ordered and the service you select. For full details of our current delivery charges please contact our sales department or refer to our website.

#### **4. PAYMENT**

4.1 Payment is required prior to the goods being dispatched unless credit terms have been expressly agreed. This applies notwithstanding a previous

course of dealing on credit, even in connection with previous consignments of the same order. Credit terms may be amended or withdrawn at any time.

4.2 Invoice payments shall be in UK pounds sterling (GBP) free of deductions and bank charges to our nominated UK bank, unless agreed otherwise in writing.

4.3 We reserve the right to charge interest at 2% per month compounded monthly on all sums not paid when they fall due, calculated on the balance from time to time outstanding, as well after as before judgement.

4.4 We reserve the right (by way of liquidated damages) to make an administration charge in respect of each invoice not paid within 14 days of its due date. The charge currently is £50 plus VAT but is subject to six monthly reviews.

4.5 Where money is owed to us on several accounts we may allocate any money received to any such account notwithstanding any purported allocation made by the customer.

4.6 Where credit terms have been agreed they shall be automatically cancelled and all outstanding debts shall fall immediately due and payable in the event of any money not being paid on the due date.

4.7 If, at a time when any money is due by the customer to us, any amount is due by us to the customer or to any company then in the group (as defined in the Companies Act) of which the customer is a member, we shall have the right at our option to set off the one amount against the other and the customer as agent for all companies now or hereafter in its group consents thereto.

## **5. REFUNDS FOR RETURN OF GOODS**

5.1 Full money back (excluding any shipping costs) for returned goods is available provided the customer contacts Ohm Communications within 14 days of receipt. The product must be returned with user manual and original packaging. The customer is solely responsible for the full cost of returning the goods. Ohm Communications cannot be held liable for any goods which on being returned to us by the customer are lost in transit.

5.2 Money back is not available where goods have been ordered specially for the customer, or specially built for the customer. It is also not

available to resellers or distributors who have purchased product at a discount for resale.

5.3 In refunding any monies we will retain the cost of shipping the goods out to the customer.

5.4 In refunding any monies, we may retain an administrative cost if the customer returns the goods with missing accessories or in a damaged state.

5.5 In refunding any monies, we may retain an administrative cost if the customer has not, in our view, taken due advice in ordering the correct product.

## **6. PROPERTY IN GOODS**

6.1 Notwithstanding risk having passed, title in goods shall not pass until payment has been received by us in full for the relevant goods.

6.2 We shall have the right to retain or recover all goods in which we have title and shall have the right to enter upon the customers or any other premises where we reasonably believe the goods to be situated for that purpose and the customer will indemnify us for all costs, claims and expenses arising.

6.3 So long as the title to goods supplied to the customer remains vested in us, the customer shall have the right to use (including selling) the goods in the ordinary course of its business (but not further or otherwise) but shall if so directed by us keep our goods separate from other goods and labelled to indicate our ownership of them and where goods are sold shall remit the proceeds thereof as our trustee to an account designated by us.

## **7. DESCRIPTION, WARRANTY & FAULTY RETURNS**

7.1 We warrant that the goods will conform to the customer's particular specifications as expressly contained in the order.

7.2 We do not otherwise warrant that goods conform to descriptions, illustrations and specifications in catalogues, price lists and other material, nor that they are fit for any particular purpose or will satisfy the customer's requirement.

7.3 Subject to the above, all goods are supplied with a 12-month warranty against defects in workmanship or materials. If a fault has

occurred within the 12-month period the customer MUST notify us and receive a returns number BEFORE sending the product back. The returns number MUST be clearly labelled on the exterior packaging along with our correct address. We will not be held responsible for loss of items due to this procedure not being followed.

7.4 This warranty is given in lieu of all other implied statutory or common law warranties relating to the quality or fitness of the goods, which are hereby expressly excluded. An extended warranty or maintenance agreement may be provided by express agreement in relation to particular goods.

7.5 The above warranty shall not apply unless:

- a. the customer informs us immediately upon becoming aware of any matter which may give rise to a claim
- b. the customer keeps the goods in the same state and condition as when he became aware of the said matter and deals with it thereafter only as directed by us (including, if so requested, returning it carriage paid to us).

7.6 Where a valid claim is made our liability shall be confined to (at our election) repairing or replacing the defective goods. We shall in no event be liable to compensate the customer or any third party for any loss or damage caused neither by the defect nor for any consequential loss however caused.

7.7 If on inspection goods are found to be in working order or if defects are found to have been caused by misuse, the customer may be charged a handling fee.

7.8 Where the customer is a distributor and goods are supplied for resale, the customer shall have the right to pass on to the sub-purchaser the benefit of this warranty for the non-expired period thereof, but shall indemnify us against any further or additional claim received from any such sub-purchaser and also against any claim received from such sub-purchaser where the defect in question occurred at a time after the goods had ceased to be at our risk.

## **8. COPYRIGHT**

8.1 Any software supplied with our products must be used within the licensing terms specified. Unauthorised copying of software supplied is strictly prohibited.

## **9. USE OF WEBSITE**

9.1 This website, any content contained herein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law.

9.2 Ohm Communications makes every effort to ensure that this website is free from viruses or defects. It is the user's responsibility to ensure that adequate virus protection measures are taken when using the internet. We shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

9.3 You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. Ohm Communications shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

9.4 The images shown on our website is for illustration only. The products supplied may not be identical to those shown on the images.

## **10. NO WAIVER**

10.1 The failure or delay on our part in enforcing any of our rights hereunder shall not be construed as a waiver of those rights, which shall remain fully enforceable.

## **11. NOTICES**

11.1 Notices may be served on us at the address stated as stated on our website and all company documentation and on the customer at the address in the order (or such other address as either of us may designate from time to time in the future as the address for service). Notices may be served by 1st class post or personal delivery.

## **12. LAW**

12.1 These conditions and all dealings will be governed by and construed in accordance with English law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. This shall apply for orders placed by telephone, in person, e-mail, fax, letter or via our website irrespective of the country of residence of the buyer, or the geographical origination of the order.

12.2 These Terms and Conditions do not affect your legal rights.