

Product Supply Terms & Conditions

Communications Solutions UK Limited (CSUK) is a company registered in England and Wales under company number 03913465. Our registered office is situated at 5 Woodside Business Park, Whitley Wood Lane, Reading, Berkshire, RG2 8LW which is also our trading address. Our VAT number is GB733 6128 43.

1. Definitions

- 1.1 "Normal Working Hours" means 9 am to 5 pm, Monday to Friday, excluding Public holidays.
- 1.2 "Products" include any product related extended warranty or similar services

2. Orders

2.1 All contracts of sale made by Communications Solutions UK Limited shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the party ("the Customer") with whom Communications Solutions UK Limited is dealing. Cancellation of orders are not accepted as many orders are despatched on the same day the order is placed. Nothing in these terms and conditions is intended to impinge upon a Consumer's statutory or contractual rights to reject faulty goods.

2.2 All orders are subject to acceptance and to the availability of the goods ordered. Communications Solutions UK Limited is entitled to refuse any order placed by you.

2.3 You undertake that:

- 2.3.1. You are authorised to purchase equipment and place an order.
- 2.3.2 All details you provide to us for the purpose of purchasing products and any related services are correct, and
- 2.3.3. Any 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 items 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.

2.4 Communications Solutions UK Limited shall have no liability towards the Customer should an order be found to have been placed fraudulently.

3. Prices

3.1 Products are invoiced at the price prevailing at the time of acceptance of order. Notwithstanding the foregoing, CSUK reserves the right, by giving notice to Buyer any time before delivery, to increase the price of Products to reflect any increase in the cost of such Products that is due to any factor beyond the control of CSUK, including any foreign exchange fluctuation, currency regulation, alteration of duties or change in instructions from the customer. VAT is charged at the rate applicable at the time of invoicing or otherwise in accordance with UK legislation

3.2 Communications Solutions UK Limited reserves the right to modify the prices from time to time.

3.3 The Customer must notify us in writing within 7 days of the date of invoice of any errors within the invoice. Failure will result in the Company assuming acceptance of the invoice in full.

4. Delivery, Title and Risk

4.1 Communications Solutions UK Limited 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. A customer who is a Consumer shall be entitled to cancel an order when advised of a delay if the revised delivery date is not acceptable.

4.2 If Communications Solutions UK Limited 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 Communications Solutions UK Limited in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to Communications Solutions UK Limited after the above date but before delivery of the goods or notification from Communications Solutions UK Limited that the goods are ready for delivery.

4.3 Communications Solutions UK Limited does not accept liability for shortages or damage to deliveries unless the Customer notifies us of the shortage or damage in writing within 48 hours of receipt of the delivery.

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

4.5 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.

4.6 In the case of a Customer with a credit account:

4.6.1. When a Customer has paid in full for the goods, and any previously supplied goods and services to the Customer have also been paid in full, only then shall title to the goods pass to the Customer.

4.6.2. Until such time as the property in the goods passes to a Customer, the Customer shall hold the goods as Communications Solutions UK Limited's fiduciary agent and bailee, and shall keep the goods properly stored, protected, insured, and identified as Communications Solutions UK Limited's property. Until that time the Customer shall be entitled to resell or use the goods in the ordinary course of its business but shall account to Communications Solutions UK Limited for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or properties of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

4.6.3. Until such time as the property in the goods passes to the Customer (and provided that the goods are still in existence and have not been resold), Communications Solutions UK Limited shall be entitled at any time to require the goods to be delivered to Communications Solutions UK Limited and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the goods are stored and repossess the goods.

4.6.4. A Customer's power of sale or right to use such goods shall immediately cease if an Administrative receiver is appointed over all or any part of its assets or if it is adjudicated bankrupt or enters liquidation whether compulsory or voluntary, or if the Customer makes an arrangement with its creditors, or generally becomes unable to pay its debts within the meaning of the Insolvency Act 1986.

4.6.5. On termination of a Customer's power of sale, or right to use the goods, the Customer will immediately hold the goods to the order of Communications Solutions UK Limited.

4.6.6. A Customer 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 Communications Solutions UK Limited, but if the Customer does so, all monies owing by the Customer to Communications Solutions UK Limited shall (without prejudice to any other right or remedy of Communications Solutions UK Limited) forthwith become due and payable.

4.6.7. Communications Solutions UK Limited reserves the right to cease supplies of goods to the Customer at any time. On such cessation of supplies, Communications Solutions UK Limited reserves the right to withdraw any credit facility such that the whole of the Customer's account becomes due for payment immediately.

4.7 If the Customer cannot accept delivery, Communications Solutions UK Limited may at its option:

4.7.1. Store and insure the goods at the Customer's expense and risk or

4.7.2. 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

4.7.3. Re-arrange and charge the Customer for the additional delivery costs incurred.

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

4.9 The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and Communications Solutions UK Limited shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

5. Payment

5.1 Payment is due on shipment unless a Customer has been approved for a credit account. Communications Solutions UK Limited's standard credit terms require payment within 30 days from the date of the invoice, except in the case of transactions where different terms are agreed in writing.

5.2 If payment is not made on the due date, Communications Solutions UK Limited will exercise their statutory rights to claim interest and compensation for debt recovery costs under the late payment legislation.

5.3 If payment is not made on the due date, Communications Solutions UK Limited will be entitled to charge interest daily on the outstanding balance at the rate of 8% per annum above the base rate

for the Bank of England. In any event, an administration fee in the sum of £40 shall be applied to each overdue invoice.

6. Product specifications

6.1 Communications Solutions UK Limited 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.

6.2 If Communications Solutions UK Limited cannot supply the goods ordered by the Customer, Communications Solutions UK Limited reserves the right to offer goods of equal or superior quality at no extra cost. 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 Communications Solutions UK Limited in respect of that order. This shall be the sole remedy of the Customer in these circumstances.

6.3 Communications Solutions UK shall not be liable for any specific instructions set out in the equipment handbooks or in any documents accompanying the goods supplied. Every care is taken to describe and show the goods accurately. Variations may occur in both design and specification as the manufacturers of the items improve their products. All product documentation is considered correct at time of printing although it cannot be guaranteed.

6.4 Due to the current manufacturing methods of active-matrix display panels, a small percentage of sub-pixel anomalies (i.e. a pixel 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 significantly increase the price of a portable computer using an LCD screen. Please be aware of this before purchasing a TFT screen. Communications Solutions UK Limited has to adhere to the manufacturer's guidelines stipulating that a given number of pixel failures are deemed acceptable before the TFT screen is accepted for replacement on grounds of fault.

6.5 Some product manufacturers supply product specific terms and conditions with their Products. These product specific terms take precedence should there be any conflict with the Communications Solutions UK Terms.

7. Trade names and Trademarks

7.1 Trade names and marks (other than Communications Solutions UK Limited's) are not always indications of the actual manufacturer of a particular product and may be indicative of general use systems and machines associated with such products.

7.2 In the case of component purchases, Customers requiring a particular brand of product should, before placing an order, check with Communications Solutions UK Limited the identity of the manufacturer of the component it is proposed to purchase.

8. Warranties and Returns

8.1 Communications Solutions UK Limited is committed to providing Customers with the highest quality goods and service. However, on rare occasions, goods may be found to be faulty or defective. In such cases we offer a Returns Facility, but only for goods purchased from Communications Solutions UK Limited. The customer may be asked for verification and proof of purchase via invoice date and number and where applicable, by the serial number detailed on the invoice.

8.2 Communications Solutions UK Limited does not offer any warranty other than that granted by the manufacturer to Communications Solutions UK Limited. Consequently, the warranty conditions provided by Communications Solutions UK Limited will be an exact copy of the manufacturer's.

8.3 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.

8.4 Under no circumstances will Communications Solutions UK Limited accept returns of product that were specifically ordered for a Customer – for example bespoke configurations or other items that have been quoted on the basis that they are non-returnable.

8.5 Communications Solutions UK Limited does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products prior to ordering. In some instances, Customers may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such goods are not returnable to the manufacturer and may not be sold to other customers. Accordingly, orders for such goods cannot be cancelled and Communications Solutions UK Limited can only accept a return of such Goods where they prove to be defective, and the Goods are returned for repair or replacement.

8.6 In the event that Communications Solutions UK Limited, at its discretion, agrees to accept the return for credit of unwanted products, the Customer must obtain prior written approval and return the goods so that Communications Solutions UK Limited receive them back within 7 days of delivery. The goods must be unopened and in perfect re-saleable condition. All goods returned in these circumstances will be subject to a handling fee of 20% of Communications Solutions UK Limited's sale price for the goods, or £40, whichever is the greater.

8.7 Subject to testing to verify any alleged fault, we will accept the return of defective goods for full refund or replacement at our option, if, but only if, the goods are returned and received back by Communications Solutions UK Limited within 7 days of delivery.

8.8 Communications Solutions UK Limited's technical or Customer Support staff, as appropriate, will advise Customers 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 ensuring that it is fully insured. Authorised product returns must be sent to: Customer Returns, Communications Solutions UK Limited, 5 Woodside Business Park, Whitley Wood Lane, Reading, Berkshire, RG2 8LW.

8.9 If Communications Solutions UK Limited have arranged for a courier collection of your product, we are unable to specify the collection time, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.

8.10 All returned goods must be accompanied by Communications Solutions UK Limited's Returns Merchandise Authorisation number - RMA Number, which can be obtained by contacting Customer Support on 0118 920 9420. Returned goods will not be accepted without an RMA Number. Do not write directly on the manufacturer's packaging. Please write the RMA number on your address label with the Returns Authorisation and attach it to the returned package. Any defacement of the manufacturer's packaging or damage caused by inadequate packaging may result in the rejection of the return or an additional restocking fee, at Communications Solutions UK Limited's sole discretion.

8.11 The customer must return the goods for which an RMA has been issued so that Communications Solutions UK Limited receive them back within 7 days of the authority to return.

8.12 Communications Solutions UK Limited cannot accept liability for packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.

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

8.14 On receipt of the returned product, we will test it to identify the fault you have notified to us.

8.15 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.

8.16 Unless otherwise stated in the manufacturer's documentation, all goods delivered to a UK mainland address carry a 12-month 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 may 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. If you are a consumer, this does not affect your statutory rights.

8.17 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.

8.18 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.

8.19 We can only accept the return of a defective product that does not meet the description if it is returned to us within 14 days. Beyond that period you will be deemed to have accepted the goods. You must therefore check the goods promptly on receipt.

9. Communications Solutions UK Limited's liability

9.1 Communications Solutions UK Limited 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). Communications Solutions UK Limited's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

9.2 Nothing in this agreement shall limit Communications Solutions UK Limited's liability for death or personal injury caused by its negligence.

10. Health and Safety

Communications Solutions UK Limited confirms that the goods it supplies do not present a hazard to health and safety when properly used for the purpose for which they are designed and if the Customer takes reasonable and normal precautions in their use.

11. Errors and Omissions

11.1 Communications Solutions UK Limited makes every effort to ensure that all prices and descriptions quoted are correct and accurate. However, it is inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, Communications Solutions UK Limited will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. Communications Solutions UK Limited's 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 Communications Solutions UK Limited after the manifest error has been discovered.

11.2 A 'manifest error', as the term is used in sub-paragraph (11.1) above, means, in relation to an incorrect price, a price quoted in error by Communications Solutions UK Limited which is more than 10% less than the price that would have been quoted had the mistake not been made.

12. Force Majeure

Where, in spite of its reasonable efforts, Communications Solutions UK Limited is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Customer. These circumstances include:

12.1 Act of God, explosion, flood, tempest, fire or accident;

12.2 Act of terrorism, war or threat of war, sabotage, insurrection, civil disturbance or requisition;

12.3 Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental or parliamentary or local authority;

12.4 Import or export regulations or embargoes;

12.5 Strikes lock outs or other industrial actions or trade disputes (whether involving employees of Communications Solutions UK Limited or a third party);

12.6 Difficulties of Communications Solutions UK Limited's supplier in obtaining raw materials, labour, fuel, parts or machinery.

13. Special Rules for Clearance Bargains

13.1 Goods sold as 'Clearance Bargains' or 'Stock Clearance' are downgraded goods that Communications Solutions UK Limited is able to offer at a discount on the normal price. Stocks of goods offered as Clearance Bargains are limited and such goods are sold subject to the following special rules. These special rules apply in addition to, and in the event of any conflict override, all of Communications Solutions UK Limited's other terms and conditions.

13.2 Clearance Bargains are graded according to the condition of the goods, which is described at the point of sale. The length of the guarantee (if any), with the benefit of which the goods are sold, is specified in the description of the relevant grade.

13.3 Clearance Bargains usually have limited availability. Upon receipt of an order for Clearance Bargains, Communications Solutions UK Limited will check stock availability. Until stock availability is confirmed to the customer, a contract for sale will not be created and no payment will be debited from the customer.

14. WEEE Regulations

For all Goods sold in the UK which fall under the WEEE Regulations, the Customer shall ensure they follow the manufacturer's directions for disposal and recycling thereof. Communications Solutions UK Limited shall not be responsible for any costs thereof. Such directions can be found either accompanying the Goods or on the manufacturers' website.

15. General

15.1 Nothing in these terms and conditions affects your statutory rights.

15.2 If any provision in this Agreement is judged to be illegal or unenforceable for any reason, the continuation in full force and effect of the remainder of them shall not be prejudiced.

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

15.4 Any variation of this Agreement must be in writing and signed by a duly authorised Communications Solutions UK Limited official.

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

15.6 Any notices given under this Agreement shall be in writing and sent (a) by recorded delivery to the last known address of the party; or (b) by e-mail to the last notified e-mail address of the party.

15.7 If you have any complaints about the Products provided by us please contact Customer Services by email at info@com-solutions.co.uk , or by post to Customer Services at Communications Solutions UK Limited, 5 Woodside Business Park, Whitley Wood Lane, Reading, Berkshire, RG2 8LW.

15.8 These terms and conditions shall be interpreted and operate as an English contract and any dispute hereunder shall be subject to the jurisdiction of the English courts.