

HALIFAX COMPUTERS LIMITED

Conditions of Sale

1. General

1.1. These Conditions shall supersede all earlier conditions of HFXC.

1.2. These conditions shall take precedence over any conditions of the Customer and shall not be varied without the written consent of a director of HFXC.

2. Definitions

2.1. "HFXC" means **HALIFAX COMPUTERS LIMITED** of 55 Pellon Lane, Halifax. HX1 5SP.

2.2. "Customer" means the person, firm or company buying or agreeing to buy goods and services from HFXC.

2.3. "DIY System Build" means the sale by HFXC of a package of all the components needed for the self assembly of a computer system by the Customer.

2.4. "Price Paid" means the price paid by the Customer for the Product excluding carriage and any credit surcharge. The Price Paid is stated on the Order Confirmation.

2.5. "Order Confirmation" means the acknowledgement of the Customer's order sent to the Customer by HFXC.

2.6. "Product" means any computer components supplied to the Customer by HFXC.

3. Prices and Ordering

3.1. Unless otherwise stated all prices are exclusive of value added tax, delivery, insurance and installation.

3.2. The price payable by the Customer will be the price current at the date of the order.

3.3. Reservation of Products does not constitute an order and is not binding on either party.

3.4. Orders are accepted by writing, Internet, telephone or fax. Orders are only binding when the customer receives an Order Confirmation in writing. Please check the Order Confirmation carefully and notify HFXC of any mistakes at once, or the Order Confirmation will apply.

4. Payment

4.1. Payment is due on demand and in any event must be made within 30 days of the invoice date.

4.2. HFXC may charge interest on overdue accounts at the rate of 2% per month calculated on a daily basis until actual payment.

4.3. All software written by HFXC remains shareware until payment has been received or arranged with the HFXC accounts department.

5. Delivery

5.1. Any delivery date stated is only a warranty by HFXC to use reasonable endeavours to effect delivery by that date. No liability will be accepted by HFXC for failure to meet a stated delivery date.

5.2. Products supplied by HFXC are delivered at the risk of HFXC. Customers must make a claim for damage or loss of the goods in writing: -

5.2.1. if a Product is damaged, within 72 hours of delivery; and

5.2.2. if a Products has been lost or is short, within 48 hours of delivery.

No claim for loss or damage will be allowed if the Customer claims outside the above time limit.

5.3. If payment is made by credit or debit card, delivery will be made to the statement address of the cardholder.

6. Consumer Rights

6.1. If you are a consumer (a private person buying for their personal use) then you may cancel your purchase at any time within 7 days of receipt and we will give you a refund of the Price Paid. You must inform HFXC in writing and return the Products to us immediately in the same condition you received them, at your own cost and risk.

6.2. If a system has been assembled by HFXC to the consumer's specification, or the consumer has assembled or tried to assemble any of the goods, then clause 6.1 does not apply.

6.3. If a customer wishes to return Products not covered by clause 6.1 then such Products will be accepted at the discretion of HFXC. The customer must obtain a RMA number from HFXC and quote this when returning the goods. The customer will be credited with the current market price.

7. Guarantee

7.1. If within 12 months of being delivered a defect in any Product is discovered which is directly due to faulty goods or workmanship, or if a valid claim is made under 5.2 above, then HFXC shall at its option repair or replace the Product free of charge for labour and materials.

7.2. A Product covered by a direct warranty from the manufacturer is not covered by this guarantee. The Customer will receive a warranty direct from the manufacturer and should claim under this warranty.

7.3. The Customer should return the Product in its original packaging to HFXC at the address above. Prior authorisation must be obtained for any returns by contacting HFXC customer services and obtaining a RMA number, which must be quoted in any correspondence.

7.4. All Products other than DIY system build are sold as individual components. All returns must comprise of only the defective Product.

7.5. If any item is returned which is found not to be faulty by our technicians, then a charge will be made for return carriage insurance and administration.

7.6. This clause does not affect your statutory rights.

8. Limitation of Liability

8.1. HFXC accepts liability for any private property loss or damage, death or personal injury caused directly by the negligence or deliberate misconduct of HFXC or its employees. Except for death or personal injury, this liability shall be limited to the lesser of £250,000 or the Price Paid.

8.2. HFXC shall not be liable for any financial consequential indirect or other losses suffered by the Customer or any third party whether such loss arises in contract or tort or in any other way.

9. Uncontrollable Events and Delays

9.1. In case of delays caused by circumstances beyond the control of HFXC

difficulties, transportation difficulties, fire, and failure of suppliers or official regulations.

10. Customers Obligations

10.1. You are responsible for your own choice of Product and the suitability for any particular purpose. You must ensure that any Products are compatible.

10.2. You must provide reasonable courtesy information and co-operation to HFXC.

10.3. HFXC bears no responsibility for customers data. Please make sure you have made adequate backups of your data in case of recovery or re-build work being carried out on your equipment.

10.4. HFXC will only install third party software upon request and on provision of valid end user licenses being supplied before the installations take place.

11. Title and Risk

11.1. Until full payment has been received by HFXC for all Products whatsoever, supplied at any time by HFXC to the Customer: -

11.1.1. property of the Products shall remain in HFXC;

11.1.2. the Customer shall store the Products in such a way that they can be readily identified as being the property of HFXC, and at all times in accordance with HFXC recommendations;

11.1.3. subject to 11.1.4 and 11.1.5 below the Customer shall be at liberty in its own name (but not on behalf of or in the name of HFXC) to sell the Products in the ordinary course of business, on the basis that any proceeds of sale shall be the property of and be held on trust for HFXC;

11.1.4. HFXC may at any time suspend or revoke the Customers power of sale by notice in writing to the Customer if the Customer is in default for longer than 14 days in payment of any sum whatsoever due to HFXC or if any Bill of Exchange, cheque or other negotiable instrument drawn or accepted or endorsed by the Customer is dishonoured on presentation for payment;

11.1.5. the Customer's power of sale will automatically determine if a Receiver is appointed over any of the assets or the undertaking of the Consumer or a winding up order is made against the Consumer or the Consumer 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;

11.1.6. upon revocation of the power of sale under clauses 11.1.4 and 11.1.5 above the Customer shall place the Products at the disposal of HFXC, who shall be entitled to enter upon any premises of the Customer for the purposes of removing the Products from the premises.

12. Miscellaneous

12.1. If any part of these Terms and Conditions are found to be invalid or unenforceable by a court the rest are unaffected.