

Terms and Conditions

Definitions

"The Company" means Alpha Omega Computers Limited. "The Purchaser" means any business, firm, company, organisation or person who buys or places a Purchase Order to buy goods from the Company.

Complete Agreement

Unless otherwise agreed in writing all offers are accepted and all goods sold subject to and upon these Terms and Conditions of Sale and which the Purchaser shall be deemed to have adopted as the Purchaser's Standard Terms and Conditions of Business in relation to all present and future dealings between the parties. The Company does not contract on Purchaser's Terms and Conditions and any acceptance or counter-offer by the Purchaser following an offer by the Company shall be deemed to have been made on the understanding that these Terms and Conditions shall apply to any contract, subsequently concluded to the exclusion of any other Terms and Conditions to which such acceptance or counter-offer may have been expressed to be subject or which might otherwise apply.

Any typing, clerical or other error or omission within any sales literature, price lists, invoices, despatch notes or any other official documentation, or any other information issued shall be subject to correction without any liability whatsoever on the Company's part.

No Purchase order shall be deemed to have been accepted by the Company until the goods have been despatched and the appropriate Despatch Note issued.

All Purchase orders shall be provided in writing with a Purchase Order Number. It is the responsibility of the Purchaser to ensure that all order details given to the Company are correct.

Prices and Payment

All prices displayed on price lists or any other documentation may be subject to change without notice. Prices quoted in literature are exclusive of VAT, carriage, postage and packaging and any other duties, taxes or applicable charges which the Purchaser is liable to pay the Company.

Unless it has been expressly pre-agreed to the contrary, prices charged for goods despatched shall be those in effect at the point where the Purchaser's order has been accepted by the Company as defined above. Where a Purchaser credit card or cheque payment for goods has cleared, the Company reserves the right to give written notification to the Purchaser at any point prior to delivery of an increase to the price to reflect any increase in the cost of goods to the Company that is due to circumstances beyond the control of the Company including, (without limitation), any increases in VAT, transport costs, postage, packaging, carriage and any other applicable duties and taxes.

The Purchaser shall be liable for any reasonable costs to the Company as a result of modification of a Purchase Order.

Payment is strictly cash with order or cash on delivery. If a payment is not made by the date due, the Company reserves the right to apply its rights as clearly stated within the scope of the "Late Payment of Commercial Debts (Interest) Act 1998" and charge interest at 8% above the base rate of HSBC Bank PLC.

The Company may, at its absolute discretion, offer a credit account to a Purchaser subject to credit checks and approval. Any credit account facilities may be withdrawn by the Company if the terms of the account are breached. Payment terms on a credit account are strictly net 30 days.

Receipts shall only be issued to the Purchaser upon request.

Title and Risk

Until full payment has been received by the Company, all goods supplied shall remain the property of the Company. This applies regardless of whether or not the Purchaser has been paid in full for any of those goods, but the risk therein shall pass to the Purchaser upon delivery or collection of the goods.

While the Company retains ownership of the goods, the Company can request the Purchaser to store said goods or the proceeds of their sale separately and identifiably and to yield them up upon request.

Should the Company have reason to repossess any goods from the Purchaser's premises, the Purchaser shall be deemed to have given irrevocable authorisation to the Company to enter its premises in order to retrieve their goods.

The Purchaser shall be entitled to use the goods for ordinary business purposes and to sell the goods on at full market value even while the ownership of the goods remains with the Company. However, where such goods are resold, the Purchaser agrees to act as an agent for the Company, and at its own expense to hold and pursue claims for the proceeds of the sale equal to the price of the goods supplied by the Company.

Limitation of Liability and Indemnity

No third party is entitled or intended to benefit from these terms and conditions or from any contract entered into between the Company and the Purchaser unless stated otherwise.

In respect of any loss or damage caused in consequence, or by virtue of defective goods supplied, the Company's liability under these Terms and Conditions, or under any other term, condition or warranty directly expressed or implied herein by virtue of the common law or statute or otherwise in tort, shall be limited where the Purchaser deals otherwise than as a consumer as defined in Section 12 of the Unfair Contract Terms Act 1977. Furthermore, insofar as this limitation is lawful, the Company's liability is limited to the cost price of the goods. In particular and subject as aforesaid, the Company shall not be liable for any loss or damage of whatsoever nature or to whomsoever, that is caused by or arises out of use of the goods supplied by the Company.

No counter claim will be entertained by the Company in respect of any loss / expense of consequential loss / expense including loss of profit.

Where goods are sold under a consumer transaction as defined in the Unfair Contract Terms Act 1977, the Purchaser's statutory rights are unaffected by these conditions.

Unless written agreement is given to the contrary, goods are not sold as being suitable for use outside the United Kingdom for any purpose other than for which they were specifically manufactured. The responsibility for ascertaining suitability of use belongs entirely to the Purchaser.

Neither the employees nor any agents of the Company are authorised to make any representations concerning the goods unless these are subsequently confirmed in writing by an authorised representative of the Company. The Purchaser acknowledges that it does not rely upon, and waives any claim for breach of, any such representations, which are not so confirmed.

The Purchaser agrees to indemnify the Company against all consequences of all claims made against the Company by any third parties in respect of defective goods supplied by the Company to the Purchaser, insofar as any such claim exceeds that which the Purchaser itself could successfully have claimed against the Company.

Unless otherwise stated, the Company will provide a one-year return to base warranty and will not be bound by any offers or conditions included within any separate and additional manufacturer warranty.

The Company accepts no liability for loss of data on the part of the Purchaser for any reason whatsoever.

The Purchaser agrees to indemnify the Company for any costs, expenses, liabilities, losses, damages or any other charges that result from a breach of the terms of this agreement or due to any negligent behaviour on the part of the Purchaser.

Delivery

Any delivery date quoted by the Company is an estimate and the Company shall therefore not be liable for any losses, charges or damages caused by any failure to meet such date. The Purchaser shall make arrangements to take delivery of the goods. Should the Company be unable to deliver the goods due to Purchaser error or inadequate delivery instructions, the Company reserves the right, without prejudice to any other rights or remedies available, to levy an additional charge for storage and redelivery or to sell the goods for the best possible price and charge the Purchaser for any shortfall in the monies received thereby once storage, selling and other associated costs have been taken into consideration.

Goods may be delivered in instalments. Goods delivered to the Purchaser shall be deemed to have been accepted. It is the responsibility of the Purchaser to inspect goods upon receipt

and provide written notification to the Company of any damages or shortages within five days as specified under "Claims."

Should the Company be requested to supply proof of delivery where goods have been received but payment has not been made by the Purchaser, it reserves the right to levy a charge of £15 plus VAT. Under certain circumstances, Purchaser collection can be arranged.

Waiver

Any waiver of rights as specified in these Terms and Conditions or any indulgence granted by the Company to the Purchaser in respect to a particular transaction or series of transactions shall not be deemed to be an agreement or offer to confer the same privileges, waiver or indulgence of the Company's rights in respect of any further transaction(s).

Transfer or Conclusion of Trade

Should a partnership or sole trader register as a limited company, all goods supplied to the Purchaser shall be deemed to have been supplied to the original existing business until written notification of the changes is supplied to the Company, whereupon it will be necessary for the Company to open a new account for the Purchaser and if appropriate to process a new credit limit application for the limited company.

Should a Purchaser become insolvent or should the Company receive notification of pending Purchaser insolvency, whether due to bankruptcy, an administrative order, going into liquidation or receivership, ceasing to trade or for any other reason, the Company, without prejudice to any other rights or remedies available reserves the right to suspend pending deliveries without liability to the Purchaser. Furthermore, notwithstanding any previous agreements or arrangements, the Purchaser shall become immediately liable for payment in full for all goods that have been delivered but for which full payment has not been made.

Force Majeure

The Company shall not be liable nor be deemed to be in breach of contract in respect of any shortage of, delay in or failure to supply goods where such shortage or failure is due to causes beyond the Company's reasonable control, which without prejudice to the generality of the foregoing shall be considered (without limitation) as causes beyond the Company's reasonable control: act of God; accident; shortage of supply including difficulties in obtaining raw materials, labour, fuel, machinery, or parts; breakdown of machinery or power failure; riots, insurrection or civil commotion; explosion or fire; flood; storm, tempest or other weather conditions; war or threat of war; sabotage; Acts, restrictions, bye-laws, regulations or measures on the part of local or national government or authorities; import or export regulations or embargoes; strikes, lock-outs, other industrial actions or trade disputes, stoppages or restraint or withdrawal of labour for whatever cause whether partial or general, involving employees of the Company or a third party. In such circumstances, the Company shall not be liable in respect of any consequential loss to the Purchaser.

Cancellation

The Company reserves the right to levy a cancellation fee of 10% on cancellation of an order prior to shipment and a re-stocking fee of 15% or a charge of £20 (whichever is greater) plus carriage both ways if the order is cancelled after shipment. The Purchaser shall be liable for any additional reasonable costs, and any losses, damages and expenses (including loss of profit) incurred by the Company as a result of cancellation of a Purchase Order.

Claims

Claims for loss, damage or shortage of delivery will only be entertained if notified in writing to the Company within the following time limits: in respect of loss, damage or partial non-delivery within five days of the delivery (or part delivery) of the goods as specified in the relevant delivery note. In the case of non-delivery, the Company shall be notified within five days of the relevant invoice.

The Company shall clearly label goods supplied to the Purchaser. The Purchaser agrees that removal of the Company's labelling will result in the Company's being unable to trace the goods and therefore lead to a refusal to accept return of the goods should a fault develop.

Where the Company has supplied a complete system with a one or three year on-site warranty, no costs associated with the repair of faulty goods supplied by the Company shall be passed to the Purchaser unless the Purchaser has invalidated the warranty by tampering with the goods or performing unauthorised upgrades.

Purchaser Damage to or Deface of Goods

Any goods that have been permanently marked, engraved or otherwise defaced for whatever reason including for security purposes cannot be replaced or credited in the event of failure. In such circumstances, the goods can only be accepted back by the Company for repair by the manufacturer.

Returns Policy

In all cases where a return is requested, the Purchaser shall comply fully with the Company's returns policy: the Purchaser shall obtain an RMA returns authorisation number from the Company and return the goods together with a proof of purchase in their original packaging together with all disks, cables, accessories, manuals, other documentation and any other components. The original packaging must not be damaged or defaced in any fashion and the Company therefore recommends that the Purchaser repackage the goods for transport, clearly marking the RMA number on the outside of the box. The Purchaser is responsible for the costs associated in the return of goods for transport, clearly marking the RMA number on the outside of the box. The Purchaser is responsible for all the costs associated in the return of goods to the Company, and shall use only carriers approved by the Company. The Purchaser accepts liability for any costs, losses, damages or other charges that the Company incurs as a result of the Purchaser using an unapproved carrier.

Risk in goods being returned to the Company, for whatever reason, remains with the Purchaser until the goods have been delivered to and accepted by the Company.

In the case of faulty goods: the Company provides a one-year return to base warranty. All goods will be tested by the Company upon receipt and where a fault is found, the Company shall endeavour to repair, test and return the goods to the Purchaser within fifteen working days. Parts and labour charges are covered under the terms of the one-year warranty, although the Purchaser shall be liable for carriage charges. Where a fault is not found, the Purchaser shall be liable for a charge of 5% of the purchase price or £15 plus VAT, whichever is greater, to offset the Company's costs and expenses, and the goods will be returned to the Purchaser at the Purchaser's expense.

In the case of certain products, the warranty is provided directly by the manufacturer on an on-site basis, in which case, the Company will advise the Purchaser to this effect.

Goods are not supplied on a trial or return basis. Where goods are not faulty the Purchaser can return them subject to the following conditions being met in full: the return is made, in accordance with the Company's Returns Policy, within 30 days of delivery; the goods are unused, in pristine condition and fully re-saleable as new; the goods shall be returned in their complete and original packaging, together with all disks, cables, accessories, manuals, other documentation and any other components. In these cases, the Purchaser shall be liable for a restocking charge of 15% of the purchase price or £20 plus VAT, whichever is the greater. In addition, the Purchaser shall be liable for any extraordinary or unusual costs, losses, damages or charges incurred by the Company associated with the return. The Purchaser shall return the goods using a carrier approved by the Company and at the Purchaser's cost. The Company shall not accept the return of non-faulty goods bought in error or unwanted goods that are not re-saleable. The Company will not accept return of goods without an RMA number. The Company will not accept return of goods where the original packaging has been damaged or defaced or where components are missing. The Company will not accept returns of goods where the Purchaser has removed the Company's identifying labelling.

The Company shall not accept the return of any software product unless the packaging is unopened and the software seal is intact. When the Purchaser breaks the software seal, it is accepted that the license is held between the Purchaser and the software manufacturer. The Company shall not accept the return of assembled cables.

General

Any notice required or permitted to be given by the Company to the Purchaser or vice versa under these Terms and Conditions must be supplied in writing to the other party at either its principle business address of its registered office as appropriate. Notice given by facsimile shall be deemed to have been served immediately; notice delivered personally shall be deemed to have been served on the first business day after delivery; notice sent by first class post shall be deemed to have been served on the second business day following posting.

This contract shall be governed by and construed in accordance with the laws of England.

Should any provision or clause within these Terms and Conditions be held by a competent authority to be invalid or unenforceable in entirety or in part, the remaining provisions and clauses within the Terms and Conditions, as well as the remainder of the clause or provision in question shall be unaffected.