

# Terms and Conditions for Business Customers

These terms and conditions apply to any Products purchased from us, and by accessing our Website and/or placing an order by telephone or email you agree to be bound by the terms and conditions set out below. All orders for Products shall be an offer by you to purchase the Product pursuant to these conditions.

## 1. General

1.1. These Terms and Conditions shall supersede all earlier terms and conditions of CCL. They shall apply to all contracts for sales of goods by us to you to the exclusion of any other terms and conditions including any terms and conditions which you may purport to apply with any order, confirmation of order, or other documentation.

## 2. Definitions

2.1. "CCL" means CCL Computers Limited of Inmoor Road, Off Cross Lane, Tong, BD11 2PS.

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

2.4. "Order Confirmation" means the acknowledgement of the Customer's order sent to the Customer by CCL.

2.5. "Dispatch Email" means the email sent to the Customer to confirm their order is accepted and the goods dispatched.

2.6. "Product" means any computer components or other goods supplied to the Customer by CCL.

2.7. "Credit Account" means a credit account granted by us subject to our current Credit Account terms and conditions.

2.8. "Clearance Products" are those products highlighted as being such on our Website at the time you place your order.

## 3. Ordering

3.1. Our website gives the option to view prices exclusive or inclusive of VAT. We charge VAT on all applicable products.

3.2. Business customers can place an order through our website, by phone or email. After placing an order, CCL will send an Order Confirmation to you. If your order was made by phone or email please check the Order Confirmation to ensure it is correct. If there are any errors please contact us within 24 hours otherwise, we will not be able to make changes and we are not liable to you for errors unless we have failed to correct them following notification from you within the 24-hour period. Credit Account customers must always confirm any Products they wish to order using the Credit Account with a purchase order unless you hold a Credit Account but choose to pay for your order upfront.

3.3. Please note that the Order Confirmation does not mean that your order has been accepted. Your order constitutes an offer to buy a product. All orders are subject to acceptance and we will confirm such acceptance by sending an email to you confirming our acceptance of your order and dispatch. (the "Dispatch Email") The contract between us will be formed when we send the Dispatch Email.

3.3. The contract will relate only to those Products in the Dispatch Email. We cannot be obliged to supply any Products which may have been part of your order but have not yet been confirmed by the Dispatch Email.

3.4. All descriptions, photographs and advertising are solely to provide an idea of the products they describe. They do not form part of the contract between us. While we take every care with our descriptions, errors may occur, and are excepted from the contract unless substantive. Images are for illustrative purposes only.

3.8. While we try and ensure all prices on our website are accurate, errors may very occasionally occur. If we do discover an error in the price of a Product ordered before dispatch, we will inform you as soon as possible and give the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If the order is cancelled under this clause and you have already paid for the Product, you will receive a full refund.

3.9. If the pricing error is obvious and could have reasonably been recognised as a mis-pricing we will be under no obligation to provide the Product even after despatch.

## 4. Payment

4.1. Payment can be made by bank transfer, credit or debit card, cash, PayPal, Amazon Payments, or cheque. We cannot dispatch any Products until we have cleared funds unless the order has been accepted under a Credit Account. Please note that cheques take 8 days to clear.

4.2. If payment is made by credit or debit card, we reserve the right to make delivery to the statement address of the cardholder. If you are using PayPal as your payment method, we reserve the right not to ship to unconfirmed addresses.

4.3. Credit card details are taken for click and collect/call and collect orders but will not be charged unless you fail to collect in which case, we reserve the right to charge a handling fee of 10% (minimum £5.00).

4.4. Business Customers may also apply for a Credit Account.

## 5. Credit Account Orders

5.1. You may apply to us to set up a Credit Account which we may grant or refuse in our absolute discretion.

5.2. If you have a Credit Account you do not have to pay the full sum upon ordering but may pay for any Products within 30 days of invoice. All Credit Account orders must be confirmed by you with a purchase order before goods can be dispatched.

5.3. If you do not repay the outstanding balance on the Credit Account in full and on time, interest is payable at the rate of 2% per month on any such overdue amounts from the due date until payment is made in full (including any accrued interest) In addition we shall be entitled to claim interest, fixed sum compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended by the Late Payment of Commercial Debts Regulations 2013) where you fail to make payment of any amount properly due on its due date

5.4. For the avoidance of doubt, if you hold a Credit Account the provisions of this clause 5 apply in addition to the other Terms and Conditions herein and also in addition to the Credit Account terms and conditions which have been provided when you open a Credit Account with us but if there is any conflict between the provisions of this clause 6 and the other Terms and Conditions, this clause 6 shall prevail for those with a Credit Account.

5.5. If you hold a Credit Account but choose to pay for your order upfront then this clause 5 does not apply

## 6. Delivery

6.1. Any delivery date stated is a warranty by CCL to use reasonable endeavours to effect delivery by that date. We cannot be liable for any loss or damage you incur as a result of delay in delivery.

6.2. Products supplied by CCL are delivered at the risk of CCL. Risk in the product passes to you when the Products are signed for at the delivery address stated in your order. We accept no responsibility for damage to or loss of the products after the risk passes.

6.3. It is your responsibility to check the Products upon delivery. Upon receipt of your order, you will be asked to sign for the Products confirming receipt in good condition. If the Products do not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "unchecked". Failure to do so may affect any warranty or other claims that you make thereafter.

6.4. You must advise us of loss or damage to Products:

6.4.1. if a product is damaged, within 72 hours of delivery; and

6.4.2. if a product has been lost or short, within 48 hours of delivery.

6.5. The quantity of any consignment of Products as recorded by us upon despatch shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.

6.6. Our liability for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note (pro rata if appropriate) against any invoice raised for such Products.

6.7. If you fail to accept delivery of the Products and without prejudice to any other rights and remedies available to us, we may store the Products until delivery takes place, and charge you for all related costs and expenses and after a period of 21 working days resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Products or charge you for any shortfall below the price of the Products.

## 7. Title and Risk

7.1. Risk in the Products shall pass to you in accordance with clause 6.2.

7.2. Title to the Products shall not pass to you until the later of: -

7.2.1. receipt by us of payment in full (in cash or cleared funds) for the Products and all other sums which are or which become due to us for sales of the Products or any other products to you; or

7.2.2. completion of delivery by our carrier.

7.3. Until title to the Products has passed to you:

7.3.1. Property of the products shall remain CCL's;

7.3.2. You shall store the Products separately from all other goods held by you so that they remain readily identifiable as our property and at all times in accordance with our recommendations;

7.3.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Products and maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date the risk passes to you in accordance with clause 6.2;

7.3.4. notify us immediately if you become subject to any of the events listed in clause 10.2; and

7.3.5. subject to clause 7.3.6. below you may resell or use the Products in the ordinary course of your business in your own name (but not on behalf of or in the name of CCL) on the basis that any proceeds of sale shall be the property of and held on behalf of CCL;

7.3.6. we may at any time suspend or revoke your power of sale by notice in writing to you if you are in default for longer than 14 days in payment of any sum due to CCL, or if a cheque or other negotiable instrument drawn, accepted or endorsed by you is dishonoured on presentation.

7.3.7. If before title to the Products passes to you, you become subject to any of the events listed in clause 10.2, or we reasonably believe that any such event is about to happen and notify you accordingly, then, your power of sale is automatically revoked and, provided that the Products have not been irrevocably incorporated into another product, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Products and, if you fail to do so promptly, enter any of your premises or of any third party premises where the Products are stored in order to recover them.

## 8. Defective Goods and Warranty

8.1. All Products sold by us (apart from Clearance Products) come with the benefit of a manufacturer's warranty. The length of the manufacturer's warranty will vary from product to product.

8.2. Apart from Clearance Products, we warrant on delivery and for a period of 28 days from the date of delivery (Warranty Period), the Product shall conform in all material respects with their description, be free from defects and be reasonably fit for purpose and be reasonably fit for any particular purpose for which the Products are being bought if you have made known that purpose to us in writing and we have confirmed in writing that the Products are fit for use for that purpose.

8.3. For Clearance Products the Warranty Period provided by us is extended to 90 days. The Warranty Period will not apply to any defects in Clearance Products brought to your attention before purchase.

8.4. Subject to clause 8.5, if you give notice in writing to us as soon as possible following (but in any event no later than 48 hours after) discovery that some or all of the Products do not comply with the warranty set out in clause 8.2 and we are given a reasonable opportunity of examining such Products we shall, at our option, repair or replace the defective Products, or refund the price of the defective Products in full.

8.5. We shall not be liable for Products' failure to comply with the warranty set out in clause 8.2 if:

8.5.1. you make any further use of such Products after giving notice in accordance with clause 8.4; or

8.5.2. the defect arises because of a failure to follow the oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice; or

8.5.3. the defect arises as a result of us following a specification supplied by you; or

8.5.4. you alter or repair such Products without our written consent; or

8.5.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

8.6. You will not have any right to cancel a Contract for the supply of computer software which has been unsealed, and consumable goods, except where a fault has been discovered that could not have been identified without unsealing the Products.

8.7. Except as provided in this clause 8 we shall have no liability to you in respect of the Products' failure to comply with the warranty set out in clause 8.2. and for the avoidance of doubt we have no liability in respect to any consequential losses

8.8. Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.9. You must check the Products on delivery and notify us promptly of any problems or issues and in any event within 2 working days of delivery via email and return the Products to us within 5 working days of such notification from you. Please note that risk of the Products in transit rests with you.

8.10. Please note that any Products returned to us which you claim to be defective will be checked and verified by our tech staff. Any returned Products that are not found to be defective will be returned to you and we may charge you for the returned transport costs via your original payment method or hold the Products until full payment has been received by us for the return transport costs.

8.11. Any Products that you return to us are returned at your own risk, therefore you should take reasonable care that any Products to be returned are fully insured, correctly addressed and adequately packed and, if it is agreed by us that you are returning them yourself rather than using our returns collection service, carried by a reputable carrier.

8.12. For Products to be exchanged/replaced, any additional payments required will be taken from you using the same payment method as for the original purchase made by you. Replacement Products will not be despatched until such payment has been received.

8.13. Any refunds given under this Contract will only be made to the account(s) from which payment for the Products was received.

8.14. No non-faulty returns will be accepted for electronic software downloads unless you inform us within 5 days of receipt of the item and it can be proven that the license key has not been

viewed. For faulty products, returns will only be accepted if the product itself is deemed to be defective by the manufacturer in accordance with the End-User License Agreement or it can be proven that the License Key has not been exposed. CCL will replace any damaged or non-conforming Software Product

## 9. Limitation of our liability

9.1. Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Website, we make no representation regarding the accuracy or completeness of the content of this Website.

9.2. In respect of any breach of clause 8. our entire liability shall be limited, to the extent that the cause of action relates to the items purchased on our Website, to (at our option):

9.2.1. repairing or replacing the Products; or

9.2.2. refunding the amount paid by you in respect of the Products purchased.

9.4. Subject to clauses 9.2 and 9.5 our aggregate liability in respect of all causes of action arising out of or in connection with the Products (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) will not exceed an amount equal to the value of the Products delivered to you.

9.5. We shall not be liable to you for any loss of profit; or loss of anticipated revenue; or loss of business; or any consequential or indirect loss.

9.6. Except for any warranties expressly set out in these Terms and Conditions any warranties, conditions or representations whether implied by statute or otherwise shall be excluded to the fullest extent permitted by law.

9.7. Notwithstanding anything in these Terms and Conditions we do not exclude liability for:

9.7.1. personal injury and death caused by our negligence;

9.7.2. fraud; or

9.7.3. any liability under the Consumer Protection Act 1987.

## 10. Insolvency/Incapacity

10.1. If you become subject to any of the events listed in clause 10.2, or we reasonably believe that you are about to become subject to any of them and notify you accordingly, then, without

limiting any other right or remedy available to us, we may cancel or suspend all further deliveries under the Contract or under any other contract between us and you without incurring any liability to you, and all outstanding sums in respect of Products delivered to you shall become immediately due.

10.2. For the purposes of clause 10.1, the relevant events are:

10.2.1. material breach by you of any of your obligations under our contract; or

10.2.2. you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply; or

10.2.3. you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or makes a proposal for or enter into any compromise or arrangement with your creditors; or

10.2.4. (being an individual) you are the subject of a bankruptcy petition or order; or

10.2.5. one or more of your creditors or encumbrancers attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or

10.2.6. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or

10.2.7. (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or

10.2.8. a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or

10.2.9. any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.1 to 10.2.8 (inclusive); or

10.2.10. you suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or

10.2.11. (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

## 11. Uncontrollable Events and Delays

11.1. In case of delays caused by circumstances beyond the control of CCL or its suppliers, CCL shall have the right to either suspend delivery or to cancel the contract without liability.

11.2. Examples of Uncontrollable Events are (by way of example and not limited to) strike, lockout, riot, revolution, war, epidemic, working difficulties, transportation difficulties, fire, and failure of suppliers or official regulations.

## 12. Export Terms

If you order Products from us for delivery outside the UK this clause 12 will apply.

12.1. The Products are at your risk from the time of dispatch. You are responsible for arranging testing and inspection of the Products at our premises before shipment.

12.2. The Products may be subject to export/import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

12.3. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

## 12. Customers Obligations

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

12.2. Images are for illustration purposes only.

12.3. Specifications are correct as per manufacturer information.

12.4. You must provide reasonable courtesy information and co-operation to CCL.

## 13. Entire Agreement

13.1. These Terms and Conditions represent the entire understanding relating to the our contract and supersede all other statements, representations or warranties (whether written, made by email or oral) made by us. Nothing in these Terms and Conditions shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms and Conditions are reserved by us.

## 14. Miscellaneous

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

14.2. Contracts for the purchase of Products and any dispute or claim arising therefrom are subject to the jurisdiction of the courts of England and Wales.

14.3. Access to and use of this Website is at your own risk. We do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. We accept no liability for viruses. We recommend that you take all appropriate safeguards before downloading information or images from the Website.

## 15. Variation of Terms and Conditions

15.1. From time to time, we may need to update these terms and conditions to reflect changes in legislation, the marketplace or company policy. The contract will be subject to those terms and conditions in force at the time of the formation of the contact – ie on the date of the Dispatch Email.