

Conditions of Sales Terms and conditions

ATTENTION: PLEASE READ THE TERMS BELOW CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS AND TO COMPLY WITH THE TERMS AND OUR COPYRIGHT POLICY. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.

**1. Introduction**

1.1. Xerotec Office Systems Ltd, including subsidiaries and affiliates ("Website Owner" or "We" or "Us" or "Our") whose registered office is at Ashridge Park, Oaklands Park, Wokingham, Berkshire, RG41 2FD (company registration number 02645354) provides the information contained on this Website or any of the pages comprising [www.xerotecdaas.co.uk](http://www.xerotecdaas.co.uk) ("Website") to visitors ("Visitors") (cumulatively referred to as "You" or "Your") subject to the terms and conditions set out in these Terms, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this Website.

**2. General**

- 2.1. Xerotec Office Systems Ltd is a business to business reseller within the United Kingdom only.
- 2.2. In buying from Us You agree that You are buying products or services only for business purposes with the United Kingdom. The liability provisions in condition 13 below set out our responsibilities to You in more detail, but as a business customer, purchases You make from Us will not benefit from the statutory protection available to consumers under the Sale of Goods Act 1979 (as amended) and related legislation.
- 2.3. We do business only under these Conditions of Sale. All other terms, including any which may be included with Your purchase order, are explicitly refused. We are not obliged to accept any order that You place with Us, or offer You credit. Please check our website for the latest version that applies to Your order (see condition 17).

**3. Information on the Website**

3.1. Whilst every effort is made to update the information contained on this Website, neither the Website Owner nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, research information, data and/or content contained on the Website (including but not limited to any information which may be provided by any third party or data or content providers) ("Information") and shall not be bound in any manner by any Information contained on the Website.



3.2. The Website Owner reserves the right at any time to change or discontinue without notice, any aspect or feature of this Website. No Information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. You rely on the Information contained on this Website at Your own risk. If You find an error or omission at this Website, please let Us know. You acknowledge that it is Your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy Your particular requirements for the accuracy and security of data input and output.

#### **4. General**

- 4.1. Products and Services are subject to availability and may vary from those advertised.
- 4.2. You must decide before ordering if the products are suitable for Your needs; We do not accept any responsibility for assisting You with that decision.
- 4.3. Although We make reasonable checks to avoid errors occurring, please note that We reserve the right to cancel or refuse orders for items shown on Our website with an incorrect price or with any other incorrect information. No contract is made with You until We have dispatched Your order. Where We make a mistake We will give You the option to either: (i) cancel Your order and obtain a refund of any sums paid in advance; and/or (ii) place the order again at the correct price/on the correct terms.

#### **5. Order Process**

- 5.1. Our display of products on our website is an invitation and not an offer to sell or rent those products to You.
- 5.2. An offer is made when You place the order for Your products. However, We will not have made a contract with You unless and until We accept Your offer (see point 5.5 below).
- 5.3. Products are subject to availability. If we are unable to supply the products, we will inform You of this as soon as possible. A full refund will be given if You have already paid for the products.
- 5.4. If You enter a correct e-mail address we will send You an order confirmation e-mail and order update e-mail(s). These do not constitute our acceptance of Your order and no contract is formed by virtue of You receiving these emails from Us.
- 5.5. Unless we have notified You that we do not accept Your order, or You have cancelled it before our acceptance of Your order, order acceptance and the creation of the contract between You and Us will take place at the point the products You have ordered are dispatched from our warehouse to be delivered to the address You have given Us.



- 5.6. Order acceptance and the creation of the contract between You and Us does not take place until the products are dispatched, even though we may have sent acknowledging e-mails or order updates (see point 5.4 above).
- 5.7. Very occasionally an error may occur resulting in the products described on our website not being the products actually available for rent. If this occurs Your order will not be or have been accepted. We may ask You whether You wish to purchase other products we may have available or the products which may have been dispatched to You in error. If so, Your order will be amended. Otherwise, we will treat any order as cancelled.
- 5.8. Risk for the products passes to You on delivery. After delivery You are responsible for protecting and insuring the products against loss, damage or destruction.
- 5.9. All orders that You place on this website will be subject to acceptance of Your order by Us in accordance with point 5.5 of these terms and conditions.
- 5.10. Please note, we will be complying with English law on data protection, privacy and marketing which may differ from the law in the jurisdiction of delivery. We will store and process Your personal data in accordance with our Privacy policy

## **6. Prices and Payment**

- 6.1. Our advertised prices do not include VAT and delivery. At the time You place Your order, the price of the products may have changed from the one advertised - please confirm the price before You order.
- 6.2. We remain owners of the products until You have paid for all of them in full and also paid all other monies due to Us by You under any contract or arrangement. You agree to give Us the right to enter Your premises at any time where the products are stored so that we can retrieve and resell them if they are not paid for. Until title passes to the finance provider you under this condition You must:
  - 6.2.1. keep the products stored separately and clearly identifiable as belonging to Us;
  - 6.2.2. not remove any branding or identifying marks;
  - 6.2.3. keep them fully insured for their full replacement value against any loss, damage or destruction;
  - 6.2.4. not sell, transfer, charge, mortgage, pledge or grant any lien over, the products. This applies to all products we supply to You and to any money owing in respect of any transaction with You.



6.3. Under the Late Payment of Commercial Debts (interest) Act 1998 we can exercise our statutory right to charge interest and a compensation fee on all invoices overdue.

## **7. Charge per month**

7.1. By placing an order with Us to pay a charge per month You recognise that We are acting as a credit broker and intermediary to the finance provider who is funding the charges.

7.2. We may share customer credit history information with relevant credit agencies. We also reserve the right to run a credit check with a relevant credit agency if You have asked Us to accept an order, and to validate any delivery address details.

7.3. We will provide a separate agreement from the finance provider covering the payment of the charges which have their own terms and conditions.

## **8. Delivery**

8.1. We will confirm a delivery date based on the availability of products You have ordered and the implementation services You have selected.

8.2. If the products do not arrive, are incomplete, are the wrong products or are damaged when You open them, You must tell Us as soon as possible.

## **9. Cancellation**

9.1. You cannot cancel a submitted order after the products have been dispatched, unless this is agreed in writing by Our authorised representative.

## **10. Returns & Errors**

10.1. All our products are sold to You with the benefit of the manufacturer's warranty. We will accept returns of faulty products notified to Us within 30 days of delivery, subject to the terms of the manufacturer's warranty.

10.2. If You are unhappy with any services we have provided You then You must promptly notify Us in writing, (and in any event, within 30 days of completion of the services) and our sole liability to You shall be to re-perform any defective services at no cost to You



## 11. Suspension and Termination

- 11.1. We may cancel outstanding orders for products and/or suspend the provision of the services or terminate them immediately (without liability to You) if any of the following events happen:
- 11.1.1. You fail to make any payment due to Us by the time it is due;
  - 11.1.2. You have given any false or misleading information to Us;
  - 11.1.3. You are insolvent;
  - 11.1.4. Your Use of the products/services is likely to cause the whole or part of the products/services to be interrupted, damaged, rendered less efficient or in any way impaired;
  - 11.1.5. You are in material breach of this Agreement;
  - 11.1.6. if the site, equipment or software used for the purpose of quotation or statement of works is changed;
  - 11.1.7. if the cancellation provisions under any finance arrangement entered into by You are invoked by the relevant finance provider.

## 12. Intellectual Property Rights

- 12.1. We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 12.2. You may print off one copy, and may download extracts, of any page(s) from our Website for Your personal use and You may draw the attention of others within Your organisation to content posted on our Website.
- 12.3. You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way, and You must not Use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 12.4. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must not Use any part of the content on our Website for commercial purposes without obtaining a licence to do so from Us or our licensors.
- 12.5. If You print off, copy or download any part of our Website in breach of these Terms, Your right to Use our Website will cease immediately and You must, at our option, return or destroy any copies of the materials You have made.



12.6. The trade marks, names, logos and service marks (collectively "Trade Marks") displayed on this Website are registered and unregistered trade marks of the Website Owner. Nothing contained on this Website should be construed as granting any license or right to Use any Trade Mark without the prior written permission of the Website Owner.

### **13. Disclaimer of Liability**

13.1. We do not limit Our liability to You for fraud, fraudulent misrepresentation or for death or personal injury caused by Our own negligence or that of Our employees, agents or sub-contractors.

13.2. We will accept the return of faulty products for a period of 14 days from date of delivery, (see Condition 10) and our liability will be limited to the repair or replacement of the products or the re-performance of any defective services, (see Condition 10).

13.3. Without prejudice to condition 13.1 above, we do not accept any liability (and hereby exclude all liability) for special, indirect or consequential losses of any kind or for any loss of profits, loss of revenue, loss of anticipated savings, loss of or corruption to data, loss or damage to goodwill, business or reputation (and in each case whether classified as direct or indirect and howsoever arising, including in relation to breach of contract or negligence).

13.4. Without prejudice to condition 13.1 above, Our liability to You in respect of damage to tangible property resulting directly from its negligence or that of its employees, agents or sub-contractors is up to a maximum of £50,000.00 in respect of any one event or series of connected events.

13.5. Without prejudice to conditions 13.1 and 13.3 and subject to condition 13.2, Our maximum aggregate liability to You under this Agreement shall be limited to the value of the products or services giving rise to the claim. The parties agree that conditions 13.1 to 13.4 are reasonable given the other remedies offered under these Conditions of Sale.

### **14. Matters beyond Our Reasonable Control**

14.1. We will not be liable for any delay in performing, failure to perform or deliver, or defective performance or delivery of any products or services if such delay or failure is caused by circumstances beyond Our reasonable control.

### **15. Law**

15.1. This Agreement and any contracts made under it are subject to English law and English courts have exclusive jurisdiction in relation to all matters (whether based on contractual or non-contractual rights and obligations).



## 16. Entire Agreement

16.1. This Agreement, together with any contract documents We provide You, is the entire agreement of the parties relating to the subject matter. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding made prior to this Agreement save to the extent it is incorporated into this Agreement. Each of the parties agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement by) any statement made prior to this Agreement.

## 17. Variations

17.1. If either party wishes to make any changes to this Agreement or the underlying terms of the contract for products or services, they must be agreed in writing by an authorised representative of each party.

17.2. The latest version of these Conditions of Sale is available on Our website. We reserve the right to change our Conditions of Sale from time to time and if we do so we will update the version on our website. Each time You place an order from Our website You will be deemed to have agreed to the latest version of our website terms and conditions shown prior to placing Your order.

## 18. Notices

18.1. Any notice required under this Agreement must be given in writing and in the English language and sent to the address of the party for which it is intended to be given and be sent by hand, registered post or equivalent and unless delivered by hand (where it shall be deemed received on delivery) it shall be deemed to have been received three working days after the date of posting. In this condition, "working days" means Monday to Friday excluding public/bank holidays in the United Kingdom. Any notices for Us must be addressed to the Company Secretary.

## 19. Time for Performance

19.1. We will always do the best We can to ensure we achieve any delivery dates agreed with You for the provision of the products or services. However time shall not be of the essence. We will use reasonable endeavours to notify You if We believe that Our performance is likely to be delayed for any reason. We will not be liable to You where Our performance of the contract is delayed because of Your own acts and omissions or those of Your employees, agents or contractors.





## 20. Assignment and sub-contracting

20.1. You may not assign your rights or obligations under this Agreement without our prior written consent. We may use subcontractors to perform all or some of our obligations under the Agreement but where we do so we will remain liable to you in accordance with this Agreement for their acts and omissions. We may on prior written notice to you assign our rights and obligations to a third party.

## 21. Services - Additional Terms & Conditions

In addition to the General terms and conditions above, the following additional terms and conditions apply to any services we agree to provide You under the contract:

### 21.1. Customer Obligations

#### 21.1.1. You will:

- 21.1.1.1. allow reasonable access to the site and ensure the site is a safe environment;
- 21.1.1.2. properly maintain the products and software and regularly back up data;
- 21.1.1.3. not make any unauthorised modifications to the software or services provided by Us;
- 21.1.1.4. provide all relevant information about Your business in a timely and accurate manner and notify Us of any changes to it affecting Our ability to deliver the products or services;
- 21.1.1.5. keep any Xerotec products left with or loaned to You safe and secure and return the same to Us on demand;
- 21.1.1.6. check and sign for all deliveries by Us of required products, keep the products safe and ensure its availability for the services to be carried out.

### 21.2. Our Obligations

#### 21.2.1. We will:

- 21.2.1.1. perform the services set out in the Description of Services with reasonable skill and care Using appropriately qualified, trained and experienced engineers;
- 21.2.1.2. not copy, adapt or part with possession of any of Your confidential information;
- 21.2.1.3. not warrant the services or any additional services will cause the products or software to operate without interruption or error;
- 21.2.1.4. not have any liability for any such interruption or error which is caused directly or indirectly by any products or services not supplied by Us.





## 22. Limitations on the Services

22.1. The services to be provided do not include services required due to:

- 22.1.1. A failure by You to properly maintain or operate the products or software;
- 22.1.2. modification of the products or software by anyone other than Us;
- 22.1.3. transportation or relocation of the products or software;
- 22.1.4. any defect in products not supplied by Us;
- 22.1.5. failure to allow Us proper access to the products or software;

22.2. Such services if requested by You will be treated as additional services for which additional charges will be payable in accordance with Our rates in force at that time.

## 23. Termination

23.1. You may not terminate any contract for services prior to the expiry of any minimum term indicated in the contract or associated documentation and/or where You have engaged Us to perform a defined piece of work. For on-going contracts where no minimum term applies, or on or following the expiry of the minimum term, You may terminate the service contract on 30 days' prior written notice or such other notice period as may be defined in the contract or associated documentation, whichever is the greater.

