

IKA Epos Ltd

Terms and Conditions of Sale for Business Customers

General.

1. IKA Epos Ltd is a business to business reseller. In buying from IKA Epos Ltd you agree that you are buying goods or services only for business purposes. The liability provisions in conditions 27-32 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. 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 41).
3. Goods are subject to availability and may vary from those advertised.
4. You must decide before ordering if the goods are suitable for your needs; we do not accept any responsibility for assisting you with that decision.
5. 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.

Prices and Payment

6. Our advertised prices do not include VAT and delivery. At the time you place your order, the price of the goods may have changed from the one advertised - please confirm the price before you order.
7. We accept payment by bank transfer, cheque, and most types of credit or debit card. Credit card and debit card payments are taken at the point of customer order, not on dispatch of goods. We accept cash but only at the point of sale.
8. Goods bought on credit must be paid for by 30 days from our invoice date. We may withdraw the option to pay on credit at any time and for any reason. If you fail to pay an invoice when due then, in addition to any other right or remedy which may be available to us, all invoices will become due and payable, (whether outstanding or not). 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 we give you credit, and to validate any credit card account holder or delivery address details.
9. We remain owners of the goods you purchase until you have both paid for all of them in full and also paid all other monies due to us from you under any contract or arrangement. You agree to give us the right to enter your premises at any time where the goods are kept so that we can retrieve and resell them if they are not paid for. Until title passes to you under this condition you must: (i) keep the goods stored separately and clearly identifiable as belonging to us; (ii) not remove any branding or identifying marks; (iii) keep them fully insured for their full replacement value against any loss, damage or destruction; (iv) not sell, transfer, charge, mortgage, pledge or grant any lien over, the goods. This applies to all goods we supply to you and to any money owing in respect of any transaction with you.
10. 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.

Delivery

11. We charge for all deliveries. Orders placed at weekends or Bank Holidays are normally processed the next working day. Goods in stock are normally delivered within two working days after processing. Standard delivery is to suitable ground floor reception or store areas. Please notify us in advance if you have any special delivery requirements – there will be an additional charge. We do our best to meet delivery slots agreed with you, but we don't accept any liability to you for any delay. We will use reasonable endeavours to notify you of any delivery delays and reconfirm a new delivery time with you.
12. If the goods do not arrive or are incomplete, are the wrong goods or are damaged when you open them, you must inform us within 14 days of receipt of goods, telephone 020 88871578
13. Risk passes to you on delivery. After delivery you are responsible for protecting and insuring the goods against loss, damage or destruction.

Cancellation *

14. You cannot cancel a submitted order after the goods have been dispatched, unless this is agreed in writing by our authorised representative.

Returns & Errors

15. All our goods are sold to you with the benefit of the manufacturer's warranty. We will accept returns of faulty goods notified to us within 14 days of delivery, subject to the terms of the manufacturer's warranty. After 14 days you will need to deal with the manufacturer directly; please contact us and we will advise you on this, telephone 02088871578.

16. If faulty goods are to be returned to us you must obtain an RMA (Returned Merchandise Authorisation) from our Customer Services, telephone 02088871578. RMAs will be valid for 28 days. We will arrange for collection of the goods, which must be available for collection in their original packaging together with all accessories and manuals. We cannot accept unauthorised returns which do not have an RMA.

17. As a business customer you are not entitled to return goods due to a change of mind.

18. If you return goods, please ensure that you have backed up and/or removed your data as appropriate. We will not be responsible for any data that is lost or left on equipment.

19. Please note we do not accept returns of special purchase items, consumables, opened packaged software (unless it is faulty) or pre-loaded/down-loaded software licences (unless faulty).

20. 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 repair any defective services at no cost to you.

21. Without prejudice to condition 27 below, the remedies in this Returns section represent your sole and exclusive remedies in respect of any issues you experience with the goods/services provided by us.

Guarantee

22. You will get the benefit of the manufacturer's warranty in respect of all the goods we sell. Please note that we do not provide any warranties ourselves in respect of the goods, and that all other warranties and representations, whether express or implied, by statute, common law or of any other kind are hereby excluded to the maximum extent permitted by law. We may be willing however to sell you an additional top up warranty to supplement the manufacturer's warranty.

Clearance/2nd User Stock

23. A Clearance/2nd user product is deemed to be a product which is offered by IK Epos Ltd at a discounted price compared to its original price where such products have been previously used or opened, have items missing or have damaged packaging. In addition, some have been repaired. Details of the status of such products are to be found on the relevant website. PCWB makes no warranty in relation to the accuracy of the status of the relevant Clearance/2nd user product as set out in the description. Such products are sold on an 'as is' basis with no warranty or guarantee given by the Company other than the remaining manufacturer's warranty (if applicable).

24. We sometimes offer promotional free gifts. Please let us know if you do not want to receive them.

Telephone Calls

25. We sometimes monitor or record telephone calls for training and security purposes.

Suspension and Termination

26. IKA Epos Ltd may cancel outstanding orders for goods and/or suspend the provision of the services or terminate them immediately (without liability to you) if any of the following events happen:

- you fail to make any payment due to IKA Epos Ltd by the time it is due;
- you have given any false or misleading information to IKA Epos Ltd;
- you are insolvent;
- your use of the goods/services is likely to cause the whole or part of the goods/services to be interrupted, damaged, rendered less efficient or in any way impaired;
- you are in material breach of this Agreement;
- if the site, equipment or software in use used to produce quotations or statements of works is changed;
- if the cancellation provisions under any leasing arrangement entered into by you are invoked by the relevant Leasing Company.

Limitation of Liability

27. IKA Epos Ltd does not limit its liability to you for fraud, fraudulent misrepresentation or for death or personal injury caused by its own negligence or that of its employees, agents or sub-contractors.

28. We will accept the return of faulty goods for a period of 14 days from date of delivery, (see Condition 15) and our liability will be limited to the repair or replacement of the goods or the re-performance of any defective services, (see Condition 20).

29. Without prejudice to condition 27 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).

30. Without prejudice to condition 27 above, IKA Epos Ltd's 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 £1,000 in respect of any one event or series of connected events.

31. Without prejudice to conditions 27 and 30 and subject to condition 29, IKA Epos's maximum aggregate liability to you under this Agreement shall be limited to the value of the goods or services giving rise to the claim. The parties agree that conditions 27 to 31 are reasonable given the other remedies offered under

these Conditions of Sale.

Matters beyond IKA Epos Ltd's Reasonable Control

32. IKA Epos Ltd will not be liable for any delay in performing, failure to perform or deliver, or defective performance or delivery of any goods or services if such delay or failure is caused by circumstances beyond IKA Epos Ltd's reasonable control.

Law

33. 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).

Waiver

34. No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights in relation to a breach of this Agreement operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either party under this Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

Relationship

35. Nothing in this Agreement creates a joint venture, relationship of partnership or agency between the parties. Except as expressly authorised under this Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party. No customer employees shall be construed as being an employee of IKA Epos Ltd by virtue only of this Agreement or the performance of IKA Epos Ltd's obligations under this Agreement.

Severability

36. Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

Third Party Rights

37. This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

Assignment and sub-contracting

38. 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.

Entire Agreement

39. 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.

Variations

40. Subject to condition 41 below, if either party wishes to make any changes to this Agreement or the underlying terms of the contract for goods or services, they must be agreed in writing by an authorised representative of each party.

41. The latest version of these Conditions of Sale is available on the IKA 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 IKA Epos Ltd you will be deemed to have agreed to the latest version of our terms and conditions shown prior to placing your order.

Notices

42. 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, or such other address as has been notified to the other party in accordance with this condition 42 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 IKA Epos Ltd must be addressed To the Company ..

Time for Performance

43. We will always do the best we can to ensure we achieve any delivery dates agreed with you for the provision of the goods 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.

Intellectual Property

44. We (and/or our licensors) shall retain all right, title and interest in any intellectual property rights in goods, software or services we supply to you under this Agreement. Any intellectual property rights created in the course of the services shall belong to IKA Epos Ltd and/or its licensors.

Company Details

45. IKA Epos Ltd Registered office: UnitB, Watkins House, Pegamoid Road London N18 2NG.
Registered number: 07629714.

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:

Customer Obligations

46. You will:

- provide reliable internet access for licensing software and online technical support, allow reasonable access to the site and ensure the site is a safe environment;
- properly maintain the equipment and software and regularly back up data;
- not make any unauthorised modifications to the software or services provided by IKA Epos Ltd;
- provide all relevant information about your business in a timely and accurate manner and notify IKA Epos Ltd of any changes to it affecting IKA Epos Ltd's ability to deliver the goods or services;
- keep any IKA Epos Ltd equipment left with or loaned to you safe and secure and return the same to IKA on demand;
- check and sign for all deliveries by IKA Epos Ltd of required equipment, keep the equipment safe and ensure its availability for the services to be carried out.

IKA Epos Ltd Obligations

47. IKA Epos Ltd:

- will perform the services set out in the Description of Services with reasonable skill and care using appropriately qualified, trained and experienced engineers;
- will not copy, adapt or part with possession of any of your confidential information except data backups;
- does not warrant the services or any additional services will cause the equipment or software to operate without interruption or error;
- does not have any liability for any such interruption or error which is caused directly or indirectly by any equipment or services not supplied by IKA Epos Ltd.

Limitations on the Services

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

- failure by you to properly maintain or operate the equipment or software;
- modification of the equipment or software by anyone other than IKA Epos Ltd;
- transportation or relocation of the equipment or software;
- any defect in equipment or software not supplied by IKA Epos Ltd;
- failure to allow IKA Epos Ltd proper access to the equipment or software;

Such services if requested by you will be treated as additional services for which additional charges will be payable in accordance with IKA Epos Ltd's rates in force at that time.

Termination

49. 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.