

# Cyber Distribution Terms and Conditions

The following sales and delivery terms shall apply where no other written agreement has been made between Cyber Distribution and the purchaser.

## 1.0 Definitions

### 1.1 In these terms and conditions:

1.1.1 we, us and our refer to Cyber Distribution Ltd registered at Fairway, Old Chapel Lane, Tadley, Hampshire RG265PX

1.1.2 you and your refer to the purchaser of any goods from us

1.1.3 contract means these terms and conditions together with your order confirmation

1.1.4 goods means any products or services you order from us

1.1.5 quotation means a quotation for the sale of goods to you

1.1.6 order means an order placed by you with us for the purchase of goods

1.1.7 order confirmation mean our acceptance of your order

1.1.8 intellectual property rights means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable

1.1.8 website means our website at [www.cyberdistribution.co.uk](http://www.cyberdistribution.co.uk)

## 2.0 Quotation, acceptance and order confirmation

2.1 Our quotation for a specific requirement shall be issued in writing and is valid only on the quotation date.

2.3 All orders for goods shall be regarded as an offer by you to purchase goods on these terms and conditions.

2.4 We will accept your offer to purchase goods under these terms and conditions by issuing an order confirmation at which point the contract between us will become binding.

2.5 An order confirmation is binding except where there is a discrepancy between order confirmation and what you ordered and the discrepancy is unacceptable to you in which case you must inform us within 3 working days.

2.6 Whilst we will make every effort to supply you with the goods listed on the order confirmation, there may be occasions where we are unable to supply these goods at the quoted price because, for example, (i) the goods are no longer being manufactured or available or (ii) if there was a pricing error on our behalf . In such circumstances we will contact you to inform you and give you the option of reconfirming your order at the correct price or cancelling the order.

2.7 We may change these terms and conditions at any time. We therefore advise you to regularly check the terms and conditions of our website. Any changes will apply to any orders that you place after the time that we update the terms and conditions on our website. The changes will not apply to any order that you place before we make the changes on our website.

## 3.0 Reservations for goods not in stock

Unless otherwise stated, a quotation or order confirmation from us for goods not available from our own stocks shall be subject to availability, and all quotations shall be subject to the prevailing laws relating to import and export of goods. Should these reservations become relevant, we reserve the right to revoke our

quotation and cancel the order and you will not be entitled to make any claims whatsoever in respect of our inability to process your order.

#### 4.0 Price and Payment

4.1 The prices stated on our website are inclusive of packaging and customs duties but exclusive of VAT, freight charges and any other duties.

4.2 Unless otherwise agreed with us you will pay for the costs of delivery as well as any additional charges that are deemed appropriate at the time of ordering.

4.3 Unless otherwise agreed you must pay for your order based on the due date, marked on your invoice. You will have 3 working days from the date of our invoice to raise any queries or disputes otherwise the invoice will be deemed accurate and due for payment. Disputed parts of invoices will be due for payment 3 working days after the date when the dispute is resolved. Undisputed parts of invoices must be paid as indicated above.

4.4 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due until the date of payment at a rate of 2% per annum above the base rate of the Bank of England. We reserve the right to pass your debts to third parties for collection.

4.5 Any discounts that we may agree with you shall only apply if we receive payment in the period stated in clause 4.3.

4.6 If, in our opinion your financial circumstances do not warrant the payment terms specified, or if you have not met the payment terms for previous deliveries, we shall reserve the right to cancel unprocessed orders unless you immediately pay for all previously delivered goods and make payment on account in respect of all unprocessed orders.

#### 5.0 Description of the goods

5.1 Any details about the goods supplied on our website are for information purposes only and are binding only when expressly referred to in your order confirmation.

5.2 Any specific requirements that you make in connection with your order will only become binding when they are expressly referred to in your order confirmation.

#### 6.0 Delivery time and delays

6.1 All deliveries shall be made from our warehouse Ex Works (as defined by Incoterms 2000 and issued by the International Chamber of Commerce).

6.2 Any delivery time stated in the order confirmation is an estimate only. Time for delivery shall not be of the essence of the contract and we shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.

6.3 All deliveries must be received and signed for by you, one of your employees, or an individual authorized by you to accept delivery of the goods.

6.4 You must examine all goods immediately upon receipt and notify us of any missing, incorrectly delivered, incorrect specification or otherwise not as ordered goods or which are either in damaged packaging or visibly damaged by notifying the courier and us in writing at the time of delivery. You must notify us within 7 working days after delivery of any non-visible damage or defect in goods supplied otherwise you will be deemed to have accepted them.

#### 7.0 Risk transfer

The risk in the goods shall pass to you when they are made available at our warehouse for delivery by our carrier or for collection by your courier.

## 8.0 Title

8.1 Title in the goods shall not pass to you until we have been paid in full for the goods and all other sums owed by you to us.

8.2 Until title in the goods passes to you in accordance with clause 8.1 you agree to hold the goods and each of them on a fiduciary basis as bailee for us. You must store and insure the goods (at your cost) separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

8.3 Notwithstanding that the goods (or any of them) remain our property you may sell or use the goods in the ordinary course of your business at full market value for the account of us.

8.4 You will with immediate effect assign to us all claims acquired on the resale of the goods to your customers or third parties corresponding to the amount due to us, including VAT, irrespective of whether you have paid the amounts owed to us for the goods. We shall be entitled to recover the price of the goods (plus VAT) notwithstanding that title in any of the goods has not passed from us.

8.5 Any such sale or dealing shall be a sale or use of our goods by you on your own behalf and you will deal as principal when making such sales or dealings. Until title in the goods passes from us the entire proceeds of sale or otherwise of the goods shall be held in trust for us and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as our money.

8.6 Until such time as title in the goods passes from us you will on request deliver up such of the goods as have not ceased to be in existence or resold by you. If you fail to do so we reserve the right to enter upon any premises owned occupied or controlled by you where the goods are situated and repossess the goods. On the making of such request your rights under clause 8.3 shall cease.

## 9.0 Cancellation

For certain goods categories, you may at our discretion, and on payment of a cancellation fee, cancel an order or postpone the delivery thereof, provided that a prior written agreement to that effect has been made with us.

## 10.0 Returns

10.1 Improperly ordered products are non-refundable. In special cases, if the products are unopened and in the original packaging, return is possible, by prior written agreement with Cyber Distribution Ltd. The return fee is 30% of the value of the product. Products taken out of production and products of special orders cannot be returned.

10.3 All cancellations of orders must be sent to [sales@cyberdistribution.co.uk](mailto:sales@cyberdistribution.co.uk)

## 11.0 Warranties

11.1 You must satisfy yourself as to the suitability of the goods for their purpose. We do not warrant fitness for any particular purpose.

11.2 We make no warranty that the goods supplied will operate without errors or interruptions or that all software errors which might occur will be remedied.

11.3 You are not automatically entitled to repair or replacement goods other than as agreed by us. The goods shall be supplied with the warranties offered to us by the manufacturer. You will not be entitled to claim any other product warranty from us.

11.4 For a period of 30 working days from delivery of the goods we agree that we shall replace or repair defective goods provided that:

11.4.1 you give us written notice of the defect within the time limit stated; and

11.4.2 you return the defective goods to us;

11.4.3 having inspected the goods we are satisfied that the defects found are due to defective materials or workmanship and are not due to incorrect handling or storage, neglect, installation, repairs or changes made by the buyer, or due to accidental events.

11.5 With the exception of the conditions stated under clause 11.4 above, we shall not be responsible for defects occurring as a result of the delivery of the goods back to us.

11.6 It should specifically be noted that clause 11.4 does not include software and that we shall not be responsible for errors or defects in software supplied to you.

11.7 We shall under no circumstances be responsible for losses resulting from your non-performance of the obligations under these terms and conditions nor shall we be responsible for any indirect damage or consequential damage, including operational losses, non-realization of expected savings or any other claim raised by a third party against you, even though we have been made aware of such damage, operational losses or claim.

11.8 All goods returned as defective and subsequently found to have no fault will be returned to you. We reserve the right to charge for the return of non defective goods including any costs incurred by the manufacturer in testing the goods for defects.

## 12.0 Limitation of liability

12.1 Nothing in the contract shall limit or exclude our liability for death or personal injury caused by our negligence or fraud or any breach or any liability which cannot be excluded by law.

12.2 We shall not be liable to you for any loss or damage:-

12.2.1 where there is no breach of a legal duty owed to you by us or by our employees or agents;

12.2.2 where such loss or damage is not reasonably foreseeable to us when we accept your order; or

12.2.3 to the extent that any increase in loss or damage results from a breach by you of any term of the contract.

12.3 We shall not be liable for any consequential losses such as loss of business profits, loss of earnings or any other type of indirect losses.

12.4 Subject to clause 12.1 our maximum liability to you under the contract whether in contract, tort (including negligence) or otherwise shall not exceed a sum equivalent to twice the value of the goods that you ordered.

## 13.0 Intellectual Property

13.1 We indemnify you from all costs and liabilities arising from any claim that use of goods supplied by us infringes any third party intellectual property rights. We may recall or exchange goods or refund you (less depreciation) in this event.

13.2 You must inform us in writing immediately of any infringing or unauthorized use of goods or intellectual property rights in it.

13.3 We alone shall control the litigation, negotiations and settlement of all claims and you must provide reasonable assistance if requested to assist us if litigation is directly related to goods supplied to you.

13.4 We do not indemnify you for:

13.4.1 any unauthorized modification of use of the goods

13.4.2 any claim caused by use of the goods in conjunction with any products not supplied by us

13.5 You indemnify us for any claim related to intellectual property rights specified or owned by you and integrated into the goods you purchase from us.

14.0 Information to your customers

14.1 You shall inform your customers of these terms and conditions which have or will have an impact on their purchase, use or disposition of the goods, including intellectual property rights and any warranties given by the manufacturer.

14.2 The use of the goods may be subject to restrictions on their application. You agree that you will obtain further information from us if the goods are to be used for any purpose other than commercial or private use.

15.0 Images

Images of goods on our website are for illustrative purposes only and may differ slightly from the actual goods.

16.0 Privacy

16.1 We take your privacy very seriously. We do not use the information you provide to us for any purpose other than to process your order for goods or to provide you with information about our products and services which we think you may find of interest.

16.3 Your personal information may be used by us in accordance with this clause. We take all reasonable care to prevent any unauthorized access to your personal data. Personal data will not be sold or transferred to unaffiliated third parties without your prior consent.

16.4 The information that we collect from you may include:-

16.4.1 personal details such as your name, email address, telephone and fax numbers, billing and/or delivery address

16.4.3 data which enables us to recognize you and how you use our website. This data is collected by cookies. A cookie is a small file which we send to your computer and which is then stored to your browser or hard disk. It contains a unique number but no personal data. Data collected by cookies will not otherwise be passed to any third party and is kept for our internal use only.

16.5 If you do not want us to contact you with details of our products and services then please send an email to us at [admin@cyberdistribution.co.uk](mailto:admin@cyberdistribution.co.uk)

17.0 Termination

17.1 Either party may terminate the contract if the other:

17.1.1 commits a material or persistent breach of these terms and conditions; and

17.1.2 fails to remedy it within 30 days of written notice being given to it by the other party to do so; or

17.1.3 ceases to carry on its business or substantially the whole of its business; or

17.1.4 becomes insolvent bankrupt or is unable to pay debts as they fall due.

18.0 Force majeure

We shall make every effort to perform our obligations under this contract. We shall not be liable for any failure to perform, or delay in performing, any of our obligations under the contract if and to the extent that the failure or delay is caused by circumstances beyond our control. In the event of a delay, we will perform our obligations as soon as reasonably possible.

## 19.0 Notices

Any notice to be given by either party to the other may be served by email, fax, or by post to the address of the other party given in the order confirmation or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, and if given by letter shall be deemed to have been delivered in the ordinary course of post.

## 20.0 General

20.1 Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by us.

20.2 If one or several provisions of the present agreement shall be held to be invalid, illegal or unenforceable, this shall not affect or prejudice the validity, legality or enforceability of any other provision.

20.3 These terms and conditions and our contract with you are governed by UK law and are subject to the non-exclusive jurisdiction of the English courts.