

Photocopiertoners.com web sites - Terms and Conditions

Welcome to Photocopiertoners.com

In these Terms and Conditions, "Photocopiertoners", "Photocopiertoners.com", "we", "us" and "our" means Interactive Systems UK Limited a company registered in England (registered number 05433117) with its registered office at Kineton House, Twitchell Road, Great Missenden, Buckinghamshire, HP16 0BQ trading as Photocopiertoners and Photocopiertoners.com.

1. THIS IS OUR AGREEMENT WITH YOU

- a. We and our associated companies provide our products or services to you subject to these Terms and Conditions. We have multiple websites and you agree that if you visit any of our web sites, or we supply any of our products or services to you, you accept these Terms and Conditions. Please read them carefully. If you do not wish to be bound by these Terms and Conditions then you may not use our web site or order products or services from us.
- b. As trading conditions and laws change we may alter these Terms and Conditions from time to time and update our web site with those new terms. When this happens the new terms apply immediately and the use of our web site and orders placed for products and services will be accepted under the most updated version. It is your responsibility to check the Terms and Conditions on the web site for updates. In addition, where you order any services from Photocopiertoners or one of our associated companies you may be required to sign an additional separate agreement with differing or additional terms and conditions which would be applied to the supply of those services. You must tell us if you are unhappy or reject those terms and condition within stated time periods, we will then not supply you with the services and will refund monies paid by you that relate to the services only. Sometimes it may not be possible or practicable or convenient for Photocopiertoners to refund only the services related product from any items supplied through this website. In the event that either you have rejected the terms offered or we feel it is not acceptable to us, Photocopiertoners will treat the order, agreement or contract for the products or services as cancelled in full and will refund to you all monies paid.
- c. Photocopiertoners and its associated companies reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.
- d. We adhere to both consumer and commercial (business to business) trading laws which may differ from consumer trading laws and will honour our legal obligations to you. If you are a consumer it is our responsibility to supply you

with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us.

2. INTERPRETATION AND UNDERSTANDING

- a. Headings used within these terms and conditions in text are for explanation purposes only and will not have any affect on its interpretation, understanding or terms.

3. ORDERS AND PRICES

- a. A contract for us to sell you goods or services ("Contract") is made on the basis of these Terms and Conditions (to the exclusion of all other terms and conditions including any terms proposed by you) when we accept your order for goods or services through our web sites.
- b. We make every effort to ensure that prices and descriptions are correct at all times, those descriptions are usually provided by a third party supplier or manufacturer. Prices are calculated after our cost price is received and a profit has been added. Due to the large number of items offered we are not able to check the correctness of information sent and errors human or digital may occur. In the event that an order is placed and an error noticed you agree that we may contact you within 7 working days, which are Monday to Friday 9.00 am to 17.00 pm, and inform you of the error. You may then choose to a) accept the change in description and or price or b) rescind the order and receive a full refund. If you do not agree either we will cancel the order in full and refund you money received.
- c. days of the offer to cancel and refund the description of the goods, services, price, currency, VAT, insurance and delivery costs are set out in the order page.
- d. Orders shall be accepted at our sole discretion but are normally accepted if the goods or services are available, the order reflects current pricing and you are registered as a customer with us.
- e. We reserve the right to substitute goods or services of a similar quality, quantity and value for those ordered by you. Notification of any such substitution will be made by such means as are reasonably practicable to us in the light of the value of the order placed by you and the requested delivery time.

4. CANCELLATION

- a. We may be cancel your order in the event goods are no longer available or delivery times will be delayed, or a wrong price has been given; if this happens we will refund you all money paid. You agree that we do not accept any liability for losses that you may incur for the non delivery of goods.
- b. You may contact us to request a cancellation, if we have not placed the order with our supplier (which is usually non cancellable or charges may occur) we will inform you of the status of the order and charges if any that may be made. If the goods have been shipped you may contact us and request a RETURNS NUMBER a restocking fee of 40% will be made and you will be responsible for the cost of returning the goods to us in original undamaged condition.

- c. We do not normally offer credit and unless agreed in writing otherwise requires payment in full at the time of purchase. On occasions when we do give credit we reserve the right to cancel an order at any time or vary payment terms without liability for compensation if you do not confirm in writing and satisfy us that you are able to pay for the order and any previous unpaid orders (whether then due for payment or not).
- d. If you are not a business customer but a consumer, we will be happy to exchange or refund any product (including software) within fourteen days of date you received the product provided that a) in the case of software, you have not unsealed or installed the software or b) in the case of services, that we have not already provided the services to you or c) in the case of product, that you return them in the condition they were received (including all original packaging). You are expected to cover the cost of return for any product. We refund you for the original purchase price of the product (including software), in accordance with this clause, within five working days of receipt of the goods by us.

5. PAYMENT AND VAT

Unless stated as including VAT our prices are shown exclusive of VAT which must be paid to us in addition, at the current rate. Time for payment is of the essence. Interest on all monies payable under this Contract which you do not pay when due shall accrue from the date when payment becomes due from day to day until payment at the rate of 6% per annum above the base rate of Barclays Bank plc from time to time in force, this % rate may be varied in the event law says it is incorrect or excessive. Interest will be chargeable both before and after any judgement.

6. DELIVERY

- a. We will endeavour to meet dates offered for delivery, however we are reliant on third parties for deliveries and do not accept liability in any manner for failure in, delay of or non-delivery. You agree that no claim may be made by you.
- b. On occasions with an order for multiple items some items may be out of stock. We will endeavour to deliver stock items first and non stock items later when they become available. If a part delivery is further delayed or is wrong for any reason this will not entitle you to cancel the entire contract but you may cancel the items that we cannot deliver. If we are entitled to delay delivery or if delivery is not possible because of your actions or inaction then we will be entitled to make reasonable extra charges for storage or inconvenience, and shall have the option at any time to terminate the order without prejudice to our accrued rights.
- c. You must notify us of non-delivery of any items in writing or by email as soon as possible and within a maximum of 3 working days.
- d. You must inspect the products so that you are able to notify us of short delivery, wrong delivery or other visible breach of contract (such as visible damage or circumstances

giving rise to suspicion of damage or loss in transit, or inadequate "best before" or "use by" dates) on receipt. Where a breach of contract is not visible at the time of delivery, you must notify us of such breach within 3 working days of delivery.

7. TRANSFER OF RISK AND TITLE

- a. Risk of damage to or loss of any product shall pass to you upon the earlier of the following: when the product is delivered by us to you at the address specified or at the time the product is collected from our premises and is being loaded by you for collection or from the time we notify you that the product is ready for delivery.
- b. Title to the goods remains with us until payment is made in full this is notwithstanding delivery and the passing of risk in the product or any other provisions of our contract. Until such time as the property in product passes to you, you shall hold them as our fiduciary agent and bailee and shall keep them separate from those of yours and third parties and properly stored, protected and insured and identified as our property, but you may (unless we revoke such entitlement in writing) resell or use the product in the ordinary course of business in which event, our rights shall attach to the proceeds of such sale. Until such time as the property in the product passes to you we may at any time require you to deliver them up to us and if you fail to do so we may enter your premises or the premises of any third party to repossess them.

8. PRODUCT DESCRIPTIONS

Photocopiertoners and its associated companies attempt to be as accurate as possible. However, Photocopiertoners does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by us shall be subject to correction without any liability on our part.

9. ELECTRONIC COMMUNICATIONS

By sending us e-mails or when you visit our web site Photocopiertoners.com, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that all communications between us including information that we provide to you electronically which include but are not restricted to agreements, variations to agreement, notices of any kind and disclosures are compliant with any legal requirement that such communications be in writing.

10. INTELLECTUAL PROPERTY RIGHTS

- a. We state that all content used within our site, including text and logos written by us, our suppliers or items that we may have purchased with licensing rights for the use of such as images and graphics, button icons, audio or video clips, other downloads, software, and information provided by manufacturers for commercial, instructional and promotional purposes is where applicable the property of Photocopiertoners, its subsidiaries, its content suppliers or the owner of the material and is protected by English and international laws. All rights are reserved.
- b. The PHOTOCOPIERTONERS logo is our registered trade mark. We will also display manufacturers' logos for products that we supply in order to promote, advertise and sell their goods those trade marks or registered trade marks are the property of their respective owners.
- c. Photocopiertoners are happy to give you a limited licence to access and use this site but you are not permitted to download (other than temporary page storage or caching via cookies etc or other methods as technology or legislation should change and require). Should you feel the need for a wider licence you must request our written consent but we will not be obliged to give that consent. We refuse for any part of this site to be reproduced, or copied, be offered for sale or resale or used for commercial purpose without our written consent of a director or authorized signatory of Photocopiertoners. You may not use any website design coding or SEO (search engine optimization) techniques from within our site regardless of language used which include but are not exclusively, php, html, joomla, wordpress, drupla and others without the written consent of a director or authorized signatory of Photocopiertoners You may not use any Photocopiertoners logo or other proprietary graphic or trade mark as part of the link without express written permission of a director or authorized signatory of Photocopiertoners
- d. Photocopiertoners and its associated companies respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us with clarification and evidence of your concerns.

11. ACCOUNT USE AND INFORMATION

When you use this site, it is your responsibility to ensure that the confidentiality of your account, user name and password remain under your control. We cannot affect the usage on your computer and you agree to accept responsibility for all activities including orders placed in your name that occur under your account, user name or password.

12. SOFTWARE

All software is sold expressly subject to the terms of its licensors terms of licence, and you undertake to enter into any licence required by the licensors and/or to comply with all terms of use of the software required by the licensor and to hold us fully indemnified for any losses we may suffer if you breach this clause. We do not represent that the operation of the software will be uninterrupted or error free or that any specific requirement that you may have informed us of will be met.

13. LINKS AND OTHER BUSINESSES

Parties other than Photocopiertoners and its associated companies offer to provide services, or sell product on this site. We may provide links to the sites of certain other selected businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their web sites. Photocopiertoners does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- a. We shall not be liable to you or be in breach of contract because of any delay or failure to perform any of our obligations if the delay or failure is due to any cause beyond our reasonable control, including but not limited to acts of god, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disobedience or requisition, acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargos, strikes, lockouts or other industrial action, or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts and machinery or power failure or breakdown in machinery. Except in respect of death or personal injury caused by our negligence or fraud for which no limitation applies, we shall not be liable to you because of any representation, warranty, condition or other term, or any duty at law (whether express or implied), or under these terms and conditions for loss of profit or data or for any indirect special or consequential loss or damage. Except as expressly provided for in this clause our entire liability under or in connection with the supply of products or services or your use of our websites shall not exceed 150% of the monies you pay us for the provision of said product or service. This site is provided by Photocopiertoners on an "as is" and "as available" basis. Photocopiertoners makes no representations or warranties of any kind express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at your sole risk.
- b. Photocopiertoners does not warrant that this site, its servers, or e-mail sent from Photocopiertoners are free of viruses or other harmful components. Photocopiertoners will not be liable for any damages of any kind arising from the use of this or any other Photocopiertoners site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- c. certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.
- d. these terms and conditions do not affect your statutory rights (if appropriate) as a consumer.

15. SITE MODIFICATION AND SEVERABILITY

We reserve the right to make changes to our site, policies, and these Terms and Conditions at any time. If any of these Terms and Conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

16. APPLICABLE LAW

These Terms and Conditions shall be construed in accordance with English Law, if law should change and a term of this agreement become invalid that will not invalidate the agreement we will amend the term to comply with the new legislation and you submit to the exclusive jurisdiction of the English court.