

Terms and Conditions of Sale

The following terms and conditions apply to all transactions with First Stop IT Limited. The placing of an order and the acceptance of goods or services indicates your acceptance of these terms and conditions. Please read them carefully and print a copy for future reference.

These terms and conditions do not affect your statutory rights. To order goods through First Stop IT you must be at least 18 years of age, a position within the organisation with authority to place such orders. We will treat each order for goods as an offer by you to purchase the goods subject to these terms and conditions.

IT IS ONLY WHEN WE HAVE DESPATCHED THE GOODS TO YOU THAT WE HAVE A BINDING CONTRACT AND IT IS ONLY AT THIS POINT THAT THE ITEMS WILL BE CHARGED TO YOUR ACCOUNT CREDIT OR DEBIT CARD.

All goods supplied remain the property of First Stop IT Ltd. until paid for in full.

We have the right to refuse at our discretion to supply any goods ordered by you.

Description of Goods/Warranty and Liability

Although we warrant that the goods will, at the time of delivery, correspond to the description given by us all products we sell are of a technical nature and it is not practical to publish detailed specifications of all the products. All images, descriptive matter, specifications and advertising are for the sole purpose of giving an approximate description of the goods. Full details of the products and warranties are available from the original manufacturer's brochures & websites. Except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or conditions of the goods whether implied by Statute, Common Law or otherwise are excluded and the Customer warrants that the Customer is satisfied as to the Suitability of the Goods for the Customer's purpose Goods are not sold on a trial basis.

It is the customer's responsibility to make sure where applicable the manufactures warranty and/or registration requirements are carried out in line with the manufactures recommendations. Failure to do so may affect your warranty.

If you buy goods which have no published technical specifications, it is your responsibility to establish the suitability of the goods for your intended purpose.

Typographical Errors

In the event that a product is listed at an incorrect price due to a typographical error or error in pricing information from our suppliers, we shall have the right to refuse or cancel any orders based on the incorrect price whether or not the order has been confirmed.

Product Images / Specifications:

Whilst we endeavour to ensure all images and specifications are correct at the time of publication, they do vary. As such we can accept no responsibility for incorrect images/information. If however you spot a mistake with an image or with a products specification please let us know.

Payment Method

Unless a prior authorised credit limit in writing is offered from First Stop IT Limited, all orders are cheque with order.

Availability of Goods

All products are subject to availability and may be withdrawn at any time. However it is our policy to contact you if a product is out of stock and if you do not wish to proceed with the order or for any reason we cannot supply the product we will arrange for the order to be cancelled.

We offer an extended range of products which are obtained directly from our suppliers. These products are subject to suppliers' stock availability and delivery dates made by the suppliers' own delivery services. It is our policy to contact you to explain the stock and delivery situation with these products. Again if you do not wish to proceed with the order, we will arrange for it to be cancelled.

Delivery

Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and we shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.

Unless otherwise agreed we may deliver by instalments

Should the Customer request for the delivery to be by instalments a further agreed carriage charge will be applicable.

Failure by the Customer to pay for any instalment or delivery when due shall entitle us to withhold further deliveries and the Customer shall be liable for any costs incurred by the Supplier relating to such Goods which the Supplier is then entitled to withhold.

Delivery of the Goods shall be made to the Customer's address and the Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

Time Limitations for Notification of claims

Damaged in Transit

As internal damage cannot always be identified on delivery, the Customer must sign the drivers manifest as "unchecked". Should any damage be identified on opening the package, First Stop IT must be advised within 48 hours of the exact damage. It is imperative that the Customer does not dispose of any of the packaging, as this will be required to affect a claim against the carrier. The claim will be handled by First Stop IT, and an arrangement will be made to collect the damaged goods and replacements will be sent.

We cannot accept any claims for damage if the above time scales are not followed.

Shortages

It is the Customers responsibility to sign for the correct number of packages that are delivered, the Customer is required to check that the number of packages delivered equal the number of packages on the delivery drivers manifest/consignment note. Any shortages must be noted on the drivers manifest and it is the Customers responsibility to thereafter notify us within 48 hours of delivery.

Should the Customer be missing an item but has signed for the correct number of packages. The Customer must notify us within 48 hours of delivery. The Customer will be requested to provide us with a copy of the invoice as well. The matter will be investigated and the Customer will be informed of the decision.

Incorrect Goods

It is the Customers responsibility to notify us of any incorrect goods supplied within 48 hours of delivery. If the items are not as ordered, the Customer must not open the manufacturers packaging or use the item. The Customer will also be required to provide further information on what was received i.e. we may require the manufactures part codes and a full description of what has been received. Should there be any extenuating circumstances that have prohibited the Customer to remain within the specified time

frame, resolution will be by mutual decision.

Non-Deliveries

We will not accept liability for goods lost in transit unless we are notified within 5 days from the expected delivery date. This will be the date advised on the Customers automated despatch note which is emailed to the Customer once the items have left our warehouse.

We shall accept no liability for shortages, non-deliveries, incorrect goods and goods damaged on delivery outside the reported timescales. Except when extenuating circumstances have prevented notification within the reported timescale. The extenuating circumstances must be by mutual agreement.

Product Guarantees

All products supplied are covered by the terms and conditions of the Original Manufacturers Guarantee for a period of 12 months or longer if relevant, this is in addition to the consumers statutory rights.

Cancellation of Orders

Orders cancelled after dispatch of the goods will be subject to credit only once the items are returned to us and receipted back into our Warehouse. If the items are accepted, opened and used the Distance Selling Regulations will apply. In all instances, goods must be returned as new, with no blemish, defect or parts missing, neither must the outer manufacturer packaging show any damage or be defaced in anyway. Should the items/packaging show any damage or be incomplete and defaced in any manner a 25% fee will apply, this will automatically be deducted from the credit issued.

Items no longer required (Not applicable for Faulty Goods)

If you are not totally satisfied with your purchase, you can return it within 7 days from receiving the goods for a refund provided it is in pristine condition in its original box and packaging.

The Customer will be responsible for the safe return of the goods. Goods must be returned "as new" or in the same condition that they were received in. There should be no damage, all parts, items should be returned, all packaging must be included and the manufacturer packaging must not be defaced in manner.

We cannot accept the return of opened software packages or consumable items (e.g. ink cartridges, paper), you will need to contact the manufacturer directly in these instances.

The Customer cannot return items that are not under the cover of a Returns Number (RA). The RA request must be completed by filling out a returns request. Only once the RA has been authorised, do we accept that the item(s) may be returned. The RA number must be clearly marked on the outer packaging only and not on the manufacturer packaging. Any item returned not under the cover of an RA number will be rejected and returned to you. We do not refund carriage charges applied to the initial order and neither do we pay for the cost of returning the items to us.

Only complete products will be accepted. Therefore ensure that all additional enclosures, such as manuals, free software, cables etc are all returned. Adequate packaging must be used to return the goods.

Adequate packaging constitutes that the item is wrapped securely and then placed inside a box in order for the item to return to us with no internal or external damage. Items that are not securely wrapped and received will be returned in the same manner as delivered.

We reserve the right to reject item(s) that do not meet the criteria laid out above.

A restocking fee of up to 25% of the original invoice value may be levied on item(s) returned after 7 days of the goods being delivered.

Compatibility and Faulty Goods

If you think that the product you have purchased is faulty or incompatible with your system we may refer you to the manufacturer, due to their extensive knowledge of their product. If the manufacturer agrees that the product is faulty, in most cases they will be able to authorise a replacement/repair of the product direct to you. This does not affect your statutory rights.

A restocking fee of up to 25% is charged on returns, which prove to be non-defective. It is therefore imperative that you have made contact with the manufacturer first. The restocking fee is non-negotiable. In all instances when contacting a manufacturer you must retain the reference code that you are given.

Opened software shall not be accepted for credit or exchange. If any discs are found to be faulty you may be asked to contact the manufacturer directly.

Dead on Arrival (DOA)

If the product fails within the manufacturer's DOA period, a replacement product will be offered to you.

Refunds

If for any reason you are issued with a refund, please note the following,

- All refunds will be issued to the same payment method as on the original order.
- When a refund is processed, you will receive an email notification.
- Goods returned within the manufacturer's DOA period, will be refunded in full including the original carriage charge. If the goods are found not to be faulty or they have been damaged by miss-use, they will be returned to you and no refund will be issued.

The relevant manufacturer will process all offers of "Money Back" guarantees and you should contact them directly to arrange return and refund.

Liability

Except as may be implied by law and except in the case of death or personal injury where the Customer is dealing as a consumer, in the event of any breach of these Terms and Conditions by us the remedies to you shall be limited to damages which shall in no circumstances exceed the price of the Goods and we shall under no circumstances be liable for any indirect, incidental or consequential damages

Force Majeure

We will not be under any liability whatsoever in the event that we are prevented or delayed from supplying or making delivery of any goods by any reason or cause beyond our control.

No Waiver

Our failure to insist upon strict performance of any provision of these Terms and Conditions shall not be deemed to be a waiver of our rights or remedies in respect of any present or future default of the customer in performance or compliance with any of these Terms and Conditions.

Severability

In the event that any or any part of these Terms and Conditions shall be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

These Terms and Condition shall be construed in accordance with English Law.

