

# STAK TRADING COMPUTER SERVICES LTD CONDITIONS OF SALE A/C No: \_\_\_\_\_

## 1. Definitions

1.1 "Buyer" means the person who buys or agrees to buy the goods from the Seller.

1.2 " Conditions " means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

1.3 "Delivery Date" means an approximate date specified by the Seller when the goods are to be delivered. Any order processed by seller shall be done so on the basis of not being "Time Is Of The Essences".

1.4 "Goods" means the articles, which the Buyer agrees to buy from the Seller.

1.5 "Price" means the price for the goods excluding carriage, packing, insurance and VAT.

1.6 "Seller" means STAK TRADING COMPUTER SERVICES LTD of Stak House, 26 Somers Road, Rugby CV22 7DH in the County of Warwickshire.

## 2. Conditions applicable: -

2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all their terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions

2.2 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions. If goods are rejected or not called for a restocking charge shall apply, this shall also include all carriage costs. See clause 4. The original carriage costs will not be refunded and any additional carriage costs associated with returning the goods to the seller will be deducted from the refund.

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

## 3. The Price and Payment

3.1 The price shall be the Seller's quoted price. The price is exclusive of VAT, which shall be due at the rate ruling on the date of the Seller's invoice. The Seller reserves the right to amend prices at any time without prior notice. Errors and omissions are excepted. Any order sent to the seller by whatever means, e.g. Post, E-Mail, web orders, telephone etc. shall be deemed as an offer in response to our invitation to treat from whatever sources (printed advert, Internet site etc) and therefore the seller reserve the right to not accept any offer that maybe made to them.

3.2 Payment of the price and VAT shall be due and payable on the date of the invoice. Time for payment shall be of the essence.

3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement. A minimum administration charge of £50 + VAT shall be added to the outstanding invoice value.

3.4 A minimum order value of £5 + VAT shall be applied when payment is by credit card.

## 4. Orders

4.1 Written confirmation of telephone and internet orders must be clearly marked as such. In default the Seller shall not be held responsible for duplication of an order.

4.2 In the event the buyer wishes to cancel an order the Seller reserves the right to apply a cancellation charge. Cancellation charges start from a minimum 15% for regularly stocked items and 50% for special order items. Please note the seller reserves the right not to restock special order items.

## 5.The Goods

5.1 The quantity and description of the goods shall be as set out in the Seller's quotation. Errors and Omissions excepted.

5.2 The buyer will ensure that the goods and accessories purchased are suitable and compatible with their requirements. It is the buyer's responsibility to ensure and obtain the latest drivers for the goods purchased and to ensure functionality and compatibility with their environment / operating system. Goods are not sold on a trial basis.

5.3 Goods are supplied on the basis that the Buyer is competent in installing the items purchased and wherever necessary carrying out diagnostic tests. The seller reserves the right to charge for any advice given on installing and configuring components. Goods damaged as a result of incorrect installation will void warranty.

## 6.Right Of Cancellation for Distance Selling

6.1 This clause applies only to non-face to face contracts where the Buyer is acting as a consumer and the goods are being delivered.

6.2 This clause does not apply in the following circumstances: -

- Where the Buyer is a Business.
- Where goods are ordered by Distance Selling and then collected from the Seller's premises.
- Where goods have been opened, used, installed, packaging defaced or are in a non-re-sellable condition as new.
- Where a service has been provided in the building of a computer system, upgrade, configuration or testing etc. This service may commence within 7 days from the date of the order.
- Special Order - When good(s) have been ordered specifically for the consumer, the consumer will not have the right to cancel these good(s).
- Any goods purchased where prices fluctuate in the financial market (ie memory modules, CPU's, Graphics Cards etc).
- The rights of cancellation shall not apply to Warranty Replacements.

6.3 Where the consumer wishes to exercise their rights of cancellation, no goods are to be opened, used, installed, packaging defaced or returned in a non-re-sellable condition as new.

6.4 Notification to be given in writing within 7 working days, from the day after the receipt of goods, sent to the address as detailed in clause 1.6, or by email sent to [cancellation@stak.com](mailto:cancellation@stak.com), or by Fax No 08704 444 448. A cancellation form can be obtained from [www.stak.com](http://www.stak.com) and found in the "Contact Us" section. It is the Buyer's responsibility to ensure receipt of a cancellation request. No cancellation is confirmed or agreed without acknowledgement of a cancellation number from the seller. Any telephone communications and or verbal agreements are NOT acceptable forms of cancellation.

6.5 It will be the Buyers responsibility at his expense to return the goods to the Seller within 7 days from the date of notification of cancellation. The goods must arrive at the Sellers premises undamaged, unopened, unused, not previously been installed, packaging not defaced and in a re-sellable condition as new. Failure to comply in full will void the right of cancellation and the goods will be made available for collection. Alternatively there may be an extra charge for redelivery. The seller will not collect the goods.

6.6 The service cost of any carriage shall not be refunded. Internet Orders - In the event of a free delivery, a minimum service charge of £10+vat for the cost of the carriage shall be deducted from the total order value. In the event of the Buyer exercising their cancellation rights, a minimum service charge of 2.5% for the cost of a Credit Card Surcharge shall also be deducted from the total order value.

6.7 The refund will be processed within 30 days from the receipt of written notification of the cancellation and receipt of goods, subject to meeting IN FULL all the requirements as set out in this clause 6.

## 7.Warranties and Liability

7.1 The Seller warrants that the Goods at the time of delivery correspond to the description given by the Seller. Except where the Buyer 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 condition of the Goods and whether implied by statute or common law or otherwise are excluded.

7.2 Where the Buyer is dealing as a consumer (as defined in the Unfair Contracts Term Act 1977 Section 12), the Seller will replace, repair, or refund, strictly at the Seller's option, any item found to be faulty within twelve months from the original invoice date, provided that the goods are returned to the Seller in accordance with the 'Returns Policy' Clause and the goods have not been mis-used, tampered with, improper application, neglected and/or physically damaged. Normal wear and tear will not be covered by the warranty ie. mouse, joystick, consumable items (e.g. printer cartridges, CD media etc). The replacement will be as close to the original specification or above at the Seller's discretion. No refund shall be given unless the goods are returned to the Seller, with all documentation, software and accessories in the original packaging.

7.2.1 The warranty period between the Buyer and the Seller is strictly 12 months from purchase invoice date, regardless of any warranty replacements. Under no circumstances can this warranty be extended and warranties given by the Manufacturer, Dealer or any other party is expressly excluded from this contract between the Buyer and Seller. The seller will only provide support to the original buyer. Should the buyer pass the goods onto a third party, the seller will provide no support to the third party whatsoever and as such all issues must be addressed via the original buyer.

7.3 In the case of hard drives, which require replacement, these shall be to the same capacity or higher and not necessarily of the same specification or manufacturer.

7.3.1 All CD-ROMs are sold as based on Speed and a warranty replacement will be of the same type. ie. A 52X will be replaced by a 52X and this replacement may not necessarily be of the same make as the original unit.

7.4 If a faulty item is to be repaired then the Seller may take a reasonable time to effect such repair, which may include the time taken to return it to the original supplier. The Seller shall not be liable for any loss incurred whilst the goods are being repaired, tested and / or replaced. Where the goods are supplied by the seller to the buyer for the purposes of, or in connection with, a business, the buyer shall take such steps as are reasonable to mitigate any loss arising from any malfunction of the goods supplied (including but not restricted to: adequate insurance cover, backup systems and data recovery). Should the buyer instruct a third party to carry out such repairs/replacements the seller shall not be liable for any costs that maybe incurred by the buyer.

7.5 The Buyer shall take all reasonable and necessary precautions to back-up data; the Seller shall not be liable for any loss resulting from equipment failure or for the Buyers failure to take such reasonable and necessary precautions.

7.6 The buyer shall take necessary Anti-Static precautions when handling any electronic component. Any damage as a result of improper handling will void any warranty.

## 8. After Sales Service / Returns Policy

8.1 The technical department is open between 9.30am and 4.30pm Monday to Friday. The technical department is not available on weekends. The technical department can only be contacted by e-mail or letter. Please send e-mails to [RMA@stak.com](mailto:RMA@stak.com). You must include your invoice number in your e-mail/letter, without this information your request will not be responded to. If the buyer believes the goods to be faulty, the goods should be returned to the seller together with a completed Returns form and copy of the sales invoice. The Returns form can be found on the reverse of the Terms & Conditions, further copies can be obtained from the Sellers website under After Sales. Your attention is drawn to clause 8.7 and 8.8. The Buyer shall produce the appropriate invoice to the Seller before any after sales service can be offered.

8.2 Where goods are supplied in component form, Warranty will only be honoured providing the goods are returned in component form with individual fault reports. It is the responsibility of the buyer to identify what component(s) is faulty. Some items may require third party driver updates not supplied within the original purchase. Normal hourly rates apply for any additional Support. In some circumstances the seller may refer the buyer to a third party for technical and warranty support.

8.3 The goods shall be returned to the Seller at the Buyers expense, sufficiently packaged so as to avoid damage in transit and observing anti-static precautions with the use of anti-static bags. This must be followed even where buyer claims the item to be faulty. All the original documentation, software accessories and original box packaging must be returned. An RMA form must be completed in full and signed by the buyer enclosing a copy of the original purchase invoice. The Seller shall not be liable for loss or damage whilst in transit to the Seller's address. The buyer shall take sufficient transit insurance to cover the value of the goods being returned. Item received without anti-static packaging will be rejected. The use of envelopes and jiffy bags for returning hard drives, CPUs and other sensitive items is insufficient packaging. Items received in this manner will be rejected without testing. Please write your name, address and post code and the word "RMA" clearly on the outside of your package - failure to do so may result in your RMA being rejected.

8.4 If the Buyer returns the goods in person, these goods must be left with the Seller for testing. No goods shall be tested 'on the spot' whilst the customer waits. An RMA form must be completed in full and signed by the buyer and produce a copy of the original purchase invoice. No goods can be left without proof of purchase.

8.5 Where the buyer is unable to produce a copy of the original purchase invoice, the seller reserves the right to charge an administration fee of £15+vat per invoice to produce a copy.

8.6 Upon receipt of the goods by the Seller, the Seller shall repair or replace at the Sellers discretion and shall be returned to the Buyers original invoice address if the original order had been despatched, otherwise the goods shall be made available for collection by the buyer. Goods received by the Seller which are damaged, incomplete or not of the Seller's origin shall not be processed and made available for the buyer to collect within 28 days.

8.7 In the event that the goods are returned and subsequently tested and found to be free of any faults the Seller shall make a minimum charge of £10 plus VAT and the return carriage charge. No goods shall be returned without payment of these charges. In the event that payment has not been made within 21 days of notification of the no fault found charge, the goods shall be disposed of without any liability to the Seller.

8.8 Goods which are returned for restocking subject to the sellers prior approval, will be subject to a restocking fee. Restocking charges start from a minimum 15% (or £5 + VAT whichever is higher) for regularly stocked items and 50% for special order items. Please note the seller reserves the right not to restock special order items. The Seller shall reserve the right to refuse to restock any goods, which have been: -  
i) Supplied in accordance with the Buyers order.  
ii) Returned incomplete.  
iii) Returned not in manufacturers packaging or defaced packaging.  
iv) Returned in a non-re-sellable condition.  
v) Improper handling of the item.  
vi) Special order items.

## 9. Out Of Warranty Repair & Upgrades

9.1 Where a Buyer authorised the Seller to carry out repair work not covered under any warranty or upgrades; The warranty shall apply only to the parts fitted to the system at that time and not the full system or any other part of the system. The warranty on parts fitted at time of upgrade shall be in accordance with the sellers standard component return to base warranty detailed in clause 7.

9.2 The period of labour warranty is 14 days from the date of the sales invoice

## 10.Drawings and Specifications

10.1 Unless expressly stated in the contract any figures or statements therein or in the sellers advertising (ie. Magazine, Website etc), sales literature or any other documents supplied by the seller as to the performance of the goods shall be an approximation only. The seller gives no guarantee or representation that the goods will in all cases be identical with the illustrations. Weights and dimensions specified in such advertisement (e.g. Magazine, Website etc), sales literature or any other documents due to improvements and

modifications to the goods or their specifications that may be made from time to time. The seller will notify the buyer in writing of any material alterations to any specifications relating to the goods and the buyer shall be deemed to have accepted such alteration unless notice in writing to the contrary is received by the seller within 7 days of the sellers notice to the buyer.

10.2 The copyright designs and intellectual property of every kind in the technical specifications literature and samples supplied are reserved the copying or adaptation of the whole, or any part of or extract from the technical specifications, literatures, or samples or their use commercially or for any unauthorised purpose whatsoever is not permitted, nor may they or any part of them be passed to any third party, save with the express prior written consent of the seller and subject to the terms of these conditions. All technical specifications literature and samples including any copies or extracts therefrom shall upon request by the seller be returned to the seller on demand without cost to the seller.

## 11. Delivery of Goods

11.1 Delivery of Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

11.2 Where the goods are being despatched via a carrier the time quoted shall be for a nominal service and not guaranteed within a time scale. No refund in full or part shall be offered as a result of late delivery by the carrier. Where an order has to be re-routed to an alternative delivery address, the seller reserves the right to make additional charges. A charge shall apply where delivery is attempted on the 3<sup>rd</sup> occasion.

11.3 Where the buyer refuses deliver the seller shall charge the buyer the return cost of the goods. Where the order was on a free delivery service a charge of £10+vat shall be made to cover the outgoing cost.

## 12. Acceptance of Goods

12.1 The Buyer shall be deemed to have accepted Goods 3 days after delivery to the Buyer.

12.2 The Buyer shall advise in writing within 7 days of receipt of the Goods any discrepancies in specification from the Goods ordered, after which it shall be deemed acceptance of the goods as the specification supplied. After this period, the Buyer shall not be entitled to reject Goods which are not in accordance with the Contract. The buyer must check the specification of goods received against the goods ordered prior to using the goods as this will deem acceptance.

12.3 The Seller will not consider any claims for shortage of delivery or damage in transit unless written notice is given to the carrier and Seller within three days of the receipt of goods. In this condition time shall be deemed to be of the essence.

12.4 The Seller undertakes to deliver Mail Ordered goods to the delivery address, as opposed to an individual. A signature provided by an individual at the delivery address will deem acceptance of goods. Where the buyer has signed for the goods as "Received In Good Condition", any claim will only be honoured on the basis of a full or part refund claim via the carrier being successful.

## 13. Title and risk

13.1 The Goods shall be at the Buyer's risk as from delivery.

13.2 In spite of delivery having been made, property in the Goods shall not pass from the Seller until:

- 13.2.1 The buyer has paid the price plus VAT in full; and
- 13.2.2 No other sums whatever shall be due from the Buyer to the Seller
- 13.3 Until property in the Goods passes to the Buyer in accordance with Clause
- 13.2 The Buyer shall hold the Goods and each of them on fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property with the seller's name.

13.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller, the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.

13.5 The Seller shall be entitled to recover the price (plus VAT) notwithstanding that the property in any Goods has not passed from the Seller.

13.6 Until such time as property in the Goods passes from the Seller to the Buyer shall upon request deliver up to such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under Clause 12 shall cease.

13.7 The Buyer shall not pledge or in any way charge by way of security for and indebtedness any of the Goods, which are the Property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller forthwith become due and payable.

13.8 The Buyer shall insure and keep insured the Goods to the full price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

13.9 The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 XII as amended. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

## 14. Force Majeure

14.1 The Seller shall not be liable in any respect whatsoever for delay in the performance of, or the failure to perform, any obligation pursuant to any order or contract, in each case, as a result of circumstances beyond its control. If such circumstances delay or prevent the performance of any obligation under any order or contract for 30 days or more, the Seller shall be entitled by written notice to cancel or terminate such order or contract or its outstanding obligations thereunder.

## 15. Remedies of Buyer

15.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods, which confirm to the contract of sale.

15.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of these Goods, where the Goods have been supplied in accordance with their specifications.

15.3 The Seller shall not be liable to the Buyer for any loss arising from late delivery or short delivery of the Goods.

## 16. Proper Law of Contract

This Contract is subject to the Law of England and Wales.

## 17. Statutory Rights

Terms and Conditions herein do not affect the buyers statutory rights.

# RETURNS FORM

RMA NO  
(if known): \_\_\_\_\_

PLEASE SEND TO: STAK TRADING LTD, STAK HOUSE, 26 SOMERS ROAD, RUGBY, WARWICKSHIRE, CV22 7DH  
ENCLOSING THIS R.M.A FORM LABELLING THE OUTSIDE OF THE PACKAGING "F.A.O RMA DEPT"

Name: \_\_\_\_\_ Post Code: \_\_\_\_\_  
Address: \_\_\_\_\_ Tel: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
\_\_\_\_\_

Item/s Returning	Invoice Date	Invoice No	Item/s Returning	Invoice Date	Invoice No

Please describe in **DETAIL** the fault/s you are experiencing. Our Engineer will test for this(these) fault(s)

**ONLY:** (Please continue on separate paper if necessary)

O/S: \_\_\_\_\_  
CPU: \_\_\_\_\_  
M/BOARD: \_\_\_\_\_  
RAM: \_\_\_\_\_  
OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Single item test charge <b>£10.00 + vat min</b>	system test charge <b>£30.00 + vat min</b>	carriage charge <b>£9.50 + vat min</b>
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The above charges are only applicable if no fault found

Is the item over 28 days old from original purchase date? Yes  No

If **YES** (or the item is a special order) the item is a **SUPPLIER RETURN**

This means the item/s may be sent away to our Suppliers for either Repair or Replacement. This can take around 28 days, this is approximate only and may take longer.

If **NO** the approximate Turn Around Time is: **7 Days** The time given here is an Estimate ONLY  
Subject to stock availability.

I confirm that I have read the above and the Terms & Conditions overleaf which I fully understand and agree with.

Customer signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## COPY OF INVOICE(S) MUST BE ATTACHED

This form must be fully completed and signed and returned to us  
together with a copy of the invoice(s) before any testing can be carried out

Please write your name, address, post code and the word RMA clearly on the outside  
of your package, failure to do so may result in your RMA being rejected