

Terms and Conditions GMS Computers

1. Definitions

- 1.1 The "Buyer" means the Account Applicant or person who buys or agrees to buy Goods from the Seller.
- 1.2 The "Seller" means GMS Computers.
- 1.3 "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

2. Conditions

- 2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.
- 2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.
- 2.3 If any amendments to these terms and conditions are required it is preferable that they be confirmed in writing.
- 2.4 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

3. Prices

- 3.1 The Price shall be that on the Seller's current list price, web site, or if applicable the price contained in the Seller's Quotation
- 3.2 Should a product's price change between receipt of order and dispatch the buyer will be notified and given the opportunity to cancel the order and receive a full refund.
- 3.3 All Prices are exclusive of VAT and charges for packing, postage and Carriage (plus VAT) which shall be paid in addition.
- 3.4 The total purchase price, including VAT and Delivery charges will be displayed in the Buyer's shopping cart prior to confirming the order.
- 3.5 In the case of consumer sales, payment must be made in full before dispatch of any Goods.
- 3.6 In the case of other sales, payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid.
- 3.7 If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable

4. Interest on Overdue Invoices

- 4.1 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at 2% above National Westminster Bank PLC base lending rate for the time being in force per calendar month.

5. Warranty and Liability

- 5.1 The Seller warrants that the Goods will 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, whether implied by Statute, Common Law or otherwise are excluded and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.
- 5.2 While every effort is made to ensure that the product specifications on this web site are accurate, manufacturers do add and remove functionality in their products as the software is developed. Inevitably there will be a delay before the product descriptions are updated reflecting these changes. It is highly recommended that an evaluation of the chosen product(s) is carried out to ensure that it meets your functional requirements prior to purchase.

6. Delivery

- 6.1 Products supplied within the UK as hardcopy will normally be delivered within 5 working days of receipt of order.
- 6.2 Where a specific delivery date has been agreed, and if this delivery date cannot be met the Buyer will be given the option to agree a new delivery date or receive a full refund.
- 6.3 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 6.4 Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7. Ownership and Risk

- 7.1 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.
- 7.2 The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods.
- 7.3 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within a reasonable time of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods.
- 7.4 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either
 - a) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods or
 - b) at the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

8. Cancellation and Returns

- 8.1 If it is agreed that the goods are to be returned :-
 - a) a Goods Return number obtained from the Seller must be clearly shown on the returned parcels.
 - b) the Buyer will be liable cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault.
 - c) the Seller reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were ordered in error or are no longer required. If the goods are faulty or being returned under clause 8.2 then the restocking charge will not apply.

8.2 If you are a consumer you have the right, in addition to your other rights, to cancel your contract with GMS Computers and receive a refund. You must contact us and inform us in writing of your desire to cancel your contract within 7 working days of receipt of the relevant product(s). You must return the goods to us at your cost and we advise you to ensure the goods are adequately insured during any return journey.

8.3 Boxed software returned under clause 8.1 must be returned with the box seal unbroken. If the software is delivered electronically we will fax you a Proof of Destruction form. Once this form is signed & returned and meets our returns criteria, your account will be credited accordingly.

9. Force Majeure

In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

10. No Waiver

10.1 The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

11. Liability

11.1 Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

12. Complaints

12.1 If you have a complaint about our service or any goods or services you purchase from GMS Computers then please contact us immediately. You will be contacted as soon as possible and definitely within 24 hours of our hearing from you and aim to provide a resolution within 5 working days.

12.2 All complaints will be dealt with in a fair and confidential manner.

13. Misc

13.1 Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

13.2 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.