

MEGABYTE

COMPUTING

TERMS & CONDITIONS

All sales and work made by us are subject to these standard terms & conditions, except where agreed otherwise in writing. We do endeavour to offer the best possible service so if you have a problem with a product our service, please contact us immediately so that we can try to rectify it as soon as possible!

DEFINITIONS : "Our", "Us", "we" and "Daman Curtis" refers to the seller (Megabyte Computing) whose trading style appears on your order and invoice. "You" and "Your" and "Customer" refers to the original company or organisation who purchases goods and/or services directly from us. "Reseller" refers to any person or company who purchases items for resale onto a third party. In all cases, for 'he' read 'he or she'. "WEEE" means waste electrical and electronic equipment as defined in the WEEE regulations. "WEEE regulations" means the Waste Electrical and Electronic Regulations 2006 (SI 2006/3289)

YOUR RIGHTS. You and We are protected by statutory (legal) rights, according to the laws of England and Wales or any European Legislation which applies in England. Where statutory legislation exists, or new legislation comes into force, your and our statutory rights are not affected by anything within these terms, and those rights take precedence over these terms. Where any part of these terms is over-ridden by legislation, all other terms still apply. Any order placed with us is subject to acceptance.

1. PRICE : All prices quoted are estimates. We endeavour to keep the final cost as close to the original estimation as possible but our suppliers stock and prices can fluctuate beyond our control. Should the quote change by as much as 10% then we will make contact and resend an amended quote. All prices quoted exclude, unless stated, delivery which will be charged at applicable rates and added to the invoice total. Unless explicitly requested, method of carriage will be at our discretion. Any costs omitted or corrections on your invoice will be invoiced/credited later.

2. PAYMENT : We accept payment by cash, cheque or bank transfer. Cheques are made payable to Mr D Curtis and bank transfer details are available on request. Payment is due by 14 days of the invoice date unless agreed, in writing, with us. Invoices that involve labour will be raised and sent within 72 hours of the work carried out. If parts are delivered by post then the invoice will be raised and sent with the delivery.

3. OVERDUE PAYMENT : Should an invoice go unpaid then you will be subject to a daily surcharge of £10. You will be notified in writing that the invoice has gone unpaid after the 14 days. It is at our discretion should we wish to contact you before the 14 day time limit. The surcharge will run for a maximum of 42 days after the surcharge starts. If outstanding payment is not made within 56 days of the original invoice then we will pursue legal action to recover the invoice amount and the full surcharge. We reserve to right to suspend or terminate services or deliveries should there be an outstanding unpaid invoice.

4. DEBT RECOVERY COSTS : All costs, charges and expenses incurred by us in recovering any debt shall be paid by you. If a payment made by cheque bounces, you shall be liable for all reasonable costs incurred as a result.

5. TITLE : All goods remain our property until such a time as they have been paid in full, as per all invoices issued by us for those goods. Goods supplied may not be resold by you until they have been paid for in full, unless the new purchaser is made aware that title remains with us until we have been paid in full.

6. DELIVERY & TRANSIT DAMAGE : Goods damaged in transit must be notified to us within 48 hours of receipt. You must keep all packaging as that may be required in event of a claim. It is vital that you provide the correct address, in as much detail as possible, including a complete postcode. If the address or postcode you give is incorrect, you may be charged for the re-routing costs.

7. RETURNS : Before goods can be returned, whether for repair, replacement or refund, in order to ensure smooth and prompt handling, we must issue a RETURNS AUTHORISATION in order that we can track it accurately. Your carriage costs/charges are not refundable and you should use a suitably packed/insured/traceable carriage method. Items should be returned within seven (7) days of authorisation. Where the original purchase had the delivery charge waived ('Free Delivery'), you may be charged the delivery cost originally waived. We may charge a restocking fee for unused unopened items and additionally for any items missing or damaged, depending on condition.

8. YOUR RIGHT TO CANCEL : Cancellations are only possible in accordance with your statutory rights. Collection/delivery charges may be made by us and you must retain all goods complete and take reasonable care of them. Only certain products are covered by this term. Your right of cancellation does not extend to products whose price is dictated by fluctuations in the financial market (e.g. those products we buy in other currencies), second-user products, customised products, perishable products, products used in the course of your trade, profession or business, software, Audio/Video recordings or any other products or services which are not included in relevant legislation. You cannot cancel any contract for services carried out by us once they have been started, for example labour/delivery/packing/handling charges. In order to cancel an order, you must ensure that we receive your notice within seven days. In order to avoid any misunderstanding or unnecessary cost, you are strongly advised to check with us before cancelling your order. Please also ensure that we issue a returns authorisation before you send any goods back so that we can track/handle the return promptly and efficiently. When returning goods, you should use some suitably traceable/insured method.

9. WARRANTIES : All new goods sold by us are covered by a 'return to base' (RTB) warranty of 12 months to the original purchaser, or as required by applicable law. Used products (including refurbished, second-hand and ex-demo products) will have a warranty of 90 days, except where otherwise specified. Examine the specific product's warranty for details of what type of faults or breakdowns are covered. For any warranty claim, you must have your original invoice. Any extended warranty offered by a manufacturer beyond the 12 months does not form part of your contract with us, though we may offer to handle it on the manufacturer's behalf. Do not attempt to repair, modify or open any product unless specifically advised by us to do so as this may invalidate the warranty. You need your proof of purchase (invoice) for all support/warranty issues. The warranty runs from the original invoice date onwards. If a fault does develop or is found, this must be notified to us promptly.

10. GOODS SUITABILITY : It is your responsibility to ensure that the correct goods and correct model are ordered for your purposes. In some circumstances, the capability we specify/advertise of the product may not match that of the manufacturer's or other vendor's published specifications elsewhere, often due to international variations. Please therefore refer to our published, and not those elsewhere. This may also apply to specifications listed within any packaging and user guide/manuals supplied which may not apply to your particular product, either due to product development, varying models, specification change or local variations. We cannot guarantee that the product will continue to work correctly during your ownership if your original environment changes, for example if your line, location or other hardware is altered (by you or a third party supplier) such that it is no longer compatible with the product.

11. CREDIT CHECKING / VALIDITY : We reserve the right to liaise with credit reference and other agencies with regard to your status and submit information accordingly and in line with relevant legislation. We also reserve the right to refuse any unexecuted order, without giving a reason. Certain products may only be available to qualifying persons in a particular geographical areas.

12. COMMUNICATIONS : Please be advised that for staff training purposes as well as your and our own security, we may record telephone calls to/from us and such recordings and emails may be supplied to law enforcement or anti-fraud agencies if required.

13. DELIVERY : Although we endeavour to process, dispatch and delivery orders promptly, no absolute guarantee is given of any dispatch/delivery timescales. Same-day dispatch is subject to the order being received earlier than that working day's 'cutoff' time but this may vary with workload or due to subcontractor/staff issues or around holiday periods. "Working day" is considered to be Monday to Friday, excluding holidays or any other day on which we or our business is closed. Deliveries may

be made any time between 8am and 6pm. Our standard delivery service cover most parts of mainland UK. It is essential that someone will be at the delivery address to receive and sign for the goods.

14. ASSIGNMENT : We reserve the right to transfer any debt to us or other elements of our contract with you, or other liabilities in part or whole to a third party, any such assignment or transference will maintain all existing contractual terms. This may include the use of a factoring or other finance company for the assignment of your debt to us. All existing liabilities from us to you, and vice versa will remain valid, including any warranties or service agreements.

15. PRIVACY : When placing an order, we require various personal details from you. It is important that you supply all details requested in order that we can validate orders efficiently. You can be assured that we treat your personal details, including email address and telephone numbers in confidence. We do not disclose such details to any third party or otherwise use them, except in connection with expediting/processing your orders/products. We do not send out unsolicited emails ('spam') and your email address will not be added to any mailing lists (unless requested). We will not use details of your purchases in our marketing/publicity materials or any other promotion without your consent and your credit/debit card details are not stored or retained on the web server. These policies exclude any disclosure which we are required by law to make, crime prevention, legal action or any issues relating to product safety. If ultimately we are unable to satisfy ourselves of the validity or other aspects of an order, we may not accept it.

16. MAINTENANCE SERVICES : Our pre paid hours and maintenance contracts are for use for maintenance services only. Time can not be used in conjunction with services such as installations, web design and training unless agreed in writing. Pre paid hours are valid for exactly one year from the date of purchase unless agreed in writing otherwise. Hours cannot 'roll over' and can not be refunded if they expire. Maintenance contracts are on a pro monthly basis and you have the right to cancel at any time.

17. LOSS OF DATA/HARDWARE : Megabyte Computing cannot be held responsible for the loss of data/hardware in any circumstances, however we will work with you to aid recovery of your data/hardware at our discrepancy.

18. HOURS OF SERVICE : Are from 5.30pm to midnight Monday to Friday and 10am to midnight at weekends. Bank holidays are at our discretion but generally we will be able to assist. Hours of service are subject to change. Normally you can contact us out of hours but they cannot be officially supported unless agreed otherwise in writing.

19. WEEE Regulations:

19.1 The Customer shall:

19.1.1 be responsible for financing the collection, treatment, recovery and environmentally sound disposal of:

19.1.1.1 all WEEE arising or deriving from the Products; and

19.1.1.2 all WEEE arising or deriving from Products placed on the market prior to 13 August 2005 where such products are to be replaced by the Products and the Products are of an equivalent type or are fulfilling the same function as that of such products;

19.1.2 comply with all additional obligations placed upon the Customer by the WEEE Regulations by virtue of the Customer accepting the responsibility set out in clause 19.1.1.1; and

19.1.3 provide the Customer's WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of the Seller's membership of the operator's compliance scheme.

19.2 The Customer shall be responsible for all costs and expenses arising from and relating to its obligations in clause 19.1

BY AGREEING TO A QUOTE, PURCHASING OR HAVING WORK CARRIED OUT BY US THEN YOU ARE BOUND BY THESE TERMS UNLESS AGREED OTHERWISE IN WRITING. ALL STATUTORY RIGHTS APPLY AS PER THE STATUTE OF THE UNITED KINGDOM AND EUROPEAN UNION WHERE APPLICABLE. YOU SHOULD KEEP A COPY OF THESE TERMS AS WE MAY NOT.