Terms & Conditions of Sale

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The customer's attention is drawn in particular to the provisions of clause 11.

1. **INTERPRETATION**

1.1. **Definitions:**

Back Order	the Customer's order for Products that are out of stock and has required the Supplier to bring in Products on the Customer's behalf.
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 17.3.
Contract	a contract between the Supplier and the Customer for the sale and purchase of the Products in accordance with these Conditions.
Credit Account	an account granted to the Customer enabling the Customer to purchase Products on credit, subject to these Conditions.
Customer	the person or firm who purchases the Products from the Supplier.
Collection Location	has the meaning given in clause 6.2.
Delivery Location	has the meaning given in clause 6.1.
Force Majeure Event	an event, circumstance or cause beyond a party's reasonable control.
Manufacturer	the manufacturer of the Product.
Minimum Spend	the minimum order value for Products as may have been notified by the Supplier to the Customer from time to time.
Order	the Customer's order for the Products, as completed via the Website, catalogue, as set out in the Customer's purchase order form or in the Customer's written acceptance of the Supplier's quotation.
Price	the price of the Products.
Products	the products sold by the Supplier as set out in the Order.
SOR	has the meaning given in clause 4.7.

Supplier	VIP Computer Centre Limited (registered in England and Wales with company number 02552042).
Website	the Supplier's website www.vip-computers.com/uk/ or any other website operated by the Supplier.
Working Day	a day other than a Saturday, Sunday or public holiday in England.
Bespoke Product/Order	An item built or manufactured specifically for a customer/consumer on their request. This could also include an order placed where the customer has requested specific products or stock to be brought in for them specifically.

1.2. **Interpretation:**

1.2.1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. A reference to a party includes its successors and permitted assigns.

1.2.3. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.2.5. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.6. A reference to **writing** or **written** includes email, Microsoft teams.

2. BASIS OF CONTRACT

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2. An Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3. An Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4. The Supplier reserves the right to cancel Orders affected by a pricing, typographical or other error. In such a case the Supplier will, as soon as reasonably possible, either

contact the Customer for instructions or reject the Order and notify the Customer of such cancellation.

2.5. Despite the Supplier's best efforts, on rare occasions, the Supplier may be unable to fulfil an Order, because of something discovered after written acceptance of the Order is issued. If this is the case, the Supplier will, as soon as reasonably possible and no later than the planned delivery date, either contact the Customer for instructions or reject the Order and notify the Customer of such cancellation. If payment was made and the Order is cancelled, the Supplier will at its sole discretion either issue an appropriate credit to the Customer's account or issue a full refund via the same method the Customer used to pay for the Order.

2.6. If the Customer has a Credit Account and intends to use the Credit Account to purchase Products, in order for the Supplier to process the Order the Customer may be asked to provide the Supplier with a purchase order and the Customer must provide the Supplier with confirmation of the order in writing. The Supplier may in its absolute discretion delay delivery until a purchase order is received.

2.7. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.8. Any descriptive materials or advertising produced by the Supplier and any illustrations contained in the Supplier's catalogues or brochures or on the Website are produced for the sole purpose of giving an approximate idea of the Products referred to in them. The packaging of the Products may vary from that shown in the images in such materials or advertising or on the Website. They shall not form part of the Contract nor have any contractual force.

2.9. A quotation for Products given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 5 Working Days from its date of issue. In certain circumstances a quotation may need to be revised for reasons including product shortages or shipping delays, in which case the Supplier will notify the Customer as soon as possible. All quotations are indicative only and the Supplier reserves the right to revise quotations.

2.10. The Customer may have certain rights to cancel the Contract provided the provisions of clause 3 apply (where the Customer is a consumer) and in all other cases the provisions of clause 4 shall apply.

3. CONSUMER PROVISIONS

3.1. If the Customer is a consumer, the Customer has a legal right to cancel the Contract and receive a refund of the price paid for the relevant Products, including the delivery

costs where applicable, provided certain conditions are met as set out in this clause 3.

3.2. The Customer must let the Supplier know no later than 14 days from the date the Products are delivered.

3.3. If the Customer is a consumer and wishes to cancel the Contract, please visit Returns Section and fill in the online form or contact us via the contact form.

3.4. In certain circumstances a cancellation request will be refused, such as where the Product has been mishandled, the Products' condition is not "as new", price tags have been removed, the product-branded packaging is damaged, or accessories are missing.

3.5. Any refund due in accordance with these Conditions will be paid by the Supplier within 14 days of the Supplier receiving the returned Products. The refund will be made by the same method as used by the Customer for payment.

3.6. If the Customer is a consumer the Products must:

3.6.1. conform in all material respects with their description on the Website;

3.6.2. be of satisfactory quality; and

3.6.3. be fit for any purpose held out by the Manufacturer or the Supplier.

3.7. If the Customer receives a defective Product, please contact us and the provisions of clause 5 shall apply.

3.8. The Customer has a right to certain remedies of refund, replacement or repair in relation to defective Products and any statutory rights are not affected by these Conditions.

4. PRODUCTS

4.1. The Products are described in the Supplier's catalogue or on the Website.

4.2. The Customer shall be entitled to cancel a Contract for standard Products (but not for an Order for bespoke Products or a Back Order) if it notifies the Supplier in accordance with clause 4.5 at the sooner of [1] 14 days of receipt of Order confirmation or [2] until the Supplier has confirmed that the Order has shipped, unless the provisions of clause 7.6 apply.

4.3. The Customer shall only be entitled to cancel a bespoke Order if it notifies the Supplier within 24 hours of receipt of confirmation of acceptance of the Order from the Supplier OR within 24 hours of placing the Order. This will not apply once the order has been shipped.

4.4. The Customer shall only be entitled to cancel or amend the requested quantity of a Back Order if there has been a change to the price of the Products in accordance with section 10. The Customer may also cancel a Back Order if it notifies the Supplier within 24 hours of receipt of confirmation of acceptance of the Order from the Supplier

OR within 24 hours of placing the Order. This will not apply once the Products have been ordered by the Supplier on the Customer's behalf.

4.5. To cancel the Contract the Customer shall either:

4.5.1. complete the Form on the Website or

4.5.2. use a copy of the form which is enclosed with the delivery of the Order or

4.5.3. email the Supplier at customer.service@vip-computers.co.uk or contact our Customer Services team by telephone on +44 (0)1925 286 900 or

4.5.4. by post to VIP Computer Centre Ltd, VIP House, Unit 4 Hardwick Grange, Woolston, Warrington, Cheshire, WA1 4RF making sure to include details of the Order. A cancellation will be effective from the date it is sent to the Supplier as per clause 4.3. Notice shall be given in time if the cancellation letter is posted by the last post on the last day of the cancellation period or emailed before midnight on that day.

4.6. If a Customer wishes to return Products that have been ordered in error or that they would no longer like to keep, the Supplier may authorise for such Products to be returned. A 10% restocking fee will apply, based on the invoiced value of the Products returned.

4.7. From time to time, VIP may sell Products on a "Sale or Return" (**SOR**) agreement where Products that are sold to a Customer may be returned to the Supplier if they have not been sold by the Customer after an agreed amount of time. Any SOR terms and agreement will be made specific to an Order and must be confirmed by the Supplier in writing.

4.8. If a Customer would like to return Products under an SOR agreement, a returns claim will only be deemed valid if:

4.8.1. The Products have not had any identifying marks or packaging removed, defaced or obscured;

4.8.2. The Products are in pristine, resalable condition or the same condition that goods were received in; and

4.8.3. The Customer has notified the Supplier in writing the Products and unit quantities they are requesting to return before midnight of the day that the SOR agreement is due to expire.

4.9. If the Customer returns Products in accordance with clause 4.8 because they have been deemed valid under an SOR agreement, the Supplier shall credit the value invoiced or refund the Price paid for the Products by the same method as payment was made for them.

4.10. If the Customer returns Products in accordance with clause **Error! Reference source not found.** because they are misdescribed, the Supplier shall refund the Price by the same method as payment was made for them.

5. **RETURNS AND WARRANTIES**

5.1. The Supplier will process and consider Customer returns provided certain conditions are met as set out in this clause 5. All requests can be made here.

5.1.1. Customer must notify the Supplier that goods have been damaged upon receipt of Order delivery in accordance with section 6.

5.1.2. Customer must notify the Supplier that an incorrect quantity has been received upon receipt in accordance with section 6.

5.1.3. Customer must notify the Supplier when an item is identified as defective on arrival as soon as possible in accordance with section 7.

5.1.4. Customer must notify the Supplier when an item is identified as faulty or defective for any other reason as soon as possible and the Return will be considered and processed in line with the manufacturer's warranty period. Replacements, Repairs, Credits and Refunds will be in line with the Manufacturers policies and can be found here.

5.2. If a Customer returns claim is deemed valid in accordance with clause 5, and the Customer returns Products to the Supplier, where it has the right to do so, the Supplier shall, at its option, repair or replace the defective Products, in line with the Manufacturer's credit / refund policy. If repair or replacement is not possible, the Supplier shall offer a Credit or Refund at the lesser of current market value or the price paid for the items returned.

5.3. All Credit Notes and Refunds in relation to Customer returns are issued in advance, ahead of Manufacturer confirmation and acceptance. In the event of any issues with the Manufacturer accepting a Customer return, whereby the cause of these issues are deemed to be the responsibility of the Customer, in accordance with clause 5.6, any Credit Note or Refund may be subject to reversal, the rejected items will be returned to the Customer and the Supplier will invoice the customer for the cost of shipping.

5.4. Sometimes the Products can be returned directly to the Manufacturer and the Order may confirm this or the packaging, other material included with the Products or on our website here. Where this is the case, the Customer must contact the Manufacturer in the ways specified in the Order, in the materials included with the Products or on our website. The relevant Products must not be returned to the Supplier.

5.5. It is the responsibility of the Customer to comply with any of Manufacturer's terms regarding the return, repair or replacement of defective Goods. The Supplier shall not be liable for any Goods that cannot be repaired or replaced by the Manufacturer because the Customer have not complied with its terms.

5.6. The Supplier shall not be liable to repair or replace the defective Products or make a Credit or Refund, and the Customer shall not be entitled to cancel an Order if:

5.6.1. the Customer makes any further use of such Products after giving notice in accordance with clause 7.2;

5.6.2. the defect arises because the Customer failed to follow the Supplier's or the Manufacturer's written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;

5.6.3. the Customer alters or repairs such Products without the written consent of the Supplier;

5.6.4. the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions.

5.7. If the Supplier determines that the Products are not defective, the Supplier shall return the products to the Customer and the Supplier will invoice the customer for the cost of shipping.

5.8. These Conditions shall also apply to any repaired or replacement Products supplied by the Supplier.

5.9. The Customer will be required to complete the relevant forms, provide proof of purchase, and notify the Supplier in advance of sending any returns. All returns are to be clearly marked with stock code and material authorisation number. Returns will only be accepted when the Supplier has issued a material authorisation number.

6. PRODUCT DELIVERY

6.1. The Supplier shall deliver the Products to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) as per agreed delivery date, after the Supplier notifies the Customer that the Products are ready unless the Customer has agreed to collect the Products, in which case clause 6.2 shall apply. Delivery is completed on the completion of unloading of the Products at the Delivery Location.

6.2. Where it has agreed to do so as confirmed in the Order, the Customer shall collect the Products from the Supplier's premises at Address specified on Order confirmation or such other location as may be advised by the Supplier prior to delivery (**Collection Location**) within 2 Working Days of the Supplier notifying the Customer that the Products are ready. Delivery is completed on the completion of loading of the Products at the Collection Location.

6.3. Where the Customer arranges its own courier for collection of the Products the Supplier shall have no liability in respect of such collection and subsequent delivery.

6.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide the

Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

6.5. If the Supplier fails to deliver the Products, its liability shall be limited to a credit or refund being offered to the customer. The Supplier shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

6.6. If the Customer fails to take delivery of the Products or where collection applies the Products are not collected within 5 Working Days of the Supplier notifying the Customer that the Products are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Products:

6.6.1. delivery of the Products shall be deemed to have been completed at 9.00am on the fifth Working Day after the day on which the Supplier notified the Customer that the Products were ready;

6.6.2. the Supplier shall store the Products until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance, storage and handling); and.

6.6.3. Any discount or other allowance to which the Customer is or may be entitled shall automatically cease to apply.

6.7. If 10 Working Days after the day on which the Supplier notified the Customer that the Products were ready for delivery or collection the Customer has not taken delivery or collected them, the Supplier may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, may charge the Customer for any shortfall below the price of the Products.

6.8. If the Supplier delivers more or less than the quantity of Products ordered, or without prejudice to clause 6.13 the Supplier contacts the Customer to confirm the same, on receipt of notice from the Customer that the wrong quantity of Products were delivered, the Supplier shall make a pro rata adjustment to the invoice for the Products, or where more Products are delivered than set out in the Order the Supplier shall be entitled to collect those Products or request that the Customer arranges for delivery of the same at the Supplier’s expense. Where a shortfall has been identified, the Supplier will contact the Customer and arrange for the remaining Order to be redelivered. On occasion where stock is not available to fulfil the shortfall, a Credit or refund will be offered at the Supplier’s sole discretion.

6.9. The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in

delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.10. The Customer must check the Products upon delivery, and upon receipt of its Order the Customer will be asked to sign for the Products confirming receipt in good condition. If the Products do not appear to be in good condition, the Customer must refuse the delivery. If the Customer is unable to check the contents of the delivery at the point of delivery, the Customer should sign for the parcel as "unchecked". If the Customer fails to do so, it may affect any warranty or other claims the Customer may wish to make at a later date.

6.11. The Customer must advise the Supplier of incorrect, loss or damage to Products:

6.11.1. if a Product is damaged, within 48 hours of delivery or collection; and

6.11.2. if an incorrect Product has been received, within 48 hours of delivery or collection; and

6.11.3. if a Product has been lost or an incorrect quantity is delivered or collected, within 48 hours of delivery or collection.

6.12. Damaged products must be returned to the Supplier within 5 Working Days. Risk in the Products shall not pass to the Supplier until received at the Supplier's premises.

6.13. The quantity of any consignment of Products as recorded by the Supplier upon despatch shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer provides conclusive evidence to the contrary.

6.14. The Supplier delivers to the countries listed (**International Delivery Destinations**). However, there are restrictions on some Goods for certain International Delivery Destinations. The Customer shall review the information on that page carefully before ordering Goods.

6.15. If the Customer orders Products for delivery to one of the International Delivery Destinations, the Order may be subject to import duties and taxes which are applied when the delivery reaches that destination which shall be the Customer's sole responsibility.

6.16. The Customer:

6.16.1. will be responsible for payment of any such import duties and taxes;

6.16.2. must comply with all applicable laws and regulations of the country for which the Products are destined.

7. QUALITY

7.1. The Customer acknowledges that the Supplier does not manufacture the Products (or where Products comprise software) does not publish or license the software.

7.2. If the Customer notifies the Supplier that the Products are defective 6.11on arrival, the Customer shall be entitled to return the Products in line with the Manufacturers

policies found here. The Customer will be required to provide proof of purchase and proof of sale, and if the claim that the Products are defective is valid, the Supplier will repair or replace the Products. If repair or replacement is not possible, the Suppler shall refund the price paid for the Products.

7.3. If the Customer is able to return the Products directly to the Manufacturer, in accordance with clause 5.4, the Customer must contact the Manufacturer. The relevant Products must not be returned to the Supplier.

7.4. It is the Customer's responsibility to comply with any of the Manufacturer's terms regarding any returns, in accordance with clause 5. The Supplier shall not be liable for any Products that cannot be repaired or replaced by the Manufacturer because the Customer has not complied with such terms.

7.5. If the Supplier determines that the Products are not defective, the Supplier shall return the products to the Customer and the Supplier will invoice the customer for the cost of shipping.

7.6. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

7.7. The Customer shall be solely responsible for the accuracy of a configuration services Order and the Supplier shall provide such services entirely under the Customer's instruction without warranting that the configured Products are satisfactory for the purpose for which it is required.

7.8. Configuration services have a warranty of 14 days from date of shipment to the Customer. The Supplier's sole liability in respect of any defective configuration services for which the Supplier is responsible shall be the repair (or at the Supplier's sole option, replacement) of the Products on which the services have been performed. Claims under this clause 7.8 must be made within 21 days of the date of shipment.

8. TITLE AND RISK

8.1. The risk in the Products shall pass to the Customer on completion of delivery or collection.

8.2. Title to the Products shall not pass to the Customer until the earlier of:

8.2.1. the Supplier receiving payment in full (in cash or cleared funds) for the Products and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due; and

8.2.2. the Customer reselling the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 8.4.

8.3. Until title to the Products has passed to the Customer, the Customer shall:

8.3.1. store the Products separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

8.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

8.3.3. take all reasonable care of the Products and keep them in reasonable condition;

8.3.4. keep the Products insured against all risks for their full price from the date of delivery;

8.3.5. notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4; and

8.3.6. give the Supplier such information as the Supplier may reasonably require concerning the Products from time to time.

8.4. Subject to clause 8.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Products. However, if the Customer resells the Products before that time:

8.4.1. it does so as principal and not as the Supplier's agent; and

8.4.2. title to the Products shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

8.5. At any time before title to the Products passes to the Customer, the Supplier may:

8.5.1. by notice in writing, terminate the Customer's right under clause 8.4 to resell the Products or use them in the ordinary course of its business; and

8.5.2. require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

8.6. Where the Customer uses banking facilities or factoring or an invoice discounting company (third party) which involves the selling of debtors or using debtors as security, the Customer shall notify the third party of the Supplier's interest in the Products and specifically that title in them does not pass until as set out in this clause 8.

9. CREDIT ACCOUNT

9.1. The Customer may apply to the Supplier to open a Credit Account by completing the trade application form supplied by the Supplier. The Supplier shall grant or decline the application in its absolute discretion.

9.2. For the avoidance of doubt, the Credit Account is to facilitate trade credit only and is only available to business customers.

9.3. If the Supplier accepts the Customer's application, the Supplier will set a credit limit for the Credit Account. The Supplier will notify the Customer of this limit in writing. The

Supplier may withdraw, reduce or increase the credit limit for a Credit Account in its absolute discretion at any time on written notice and/or require that the Customer makes payment for Products in accordance with clause 10.

9.4. Unless otherwise agreed, the Supplier shall send the Customer a monthly statement setting out the Products purchased using the Credit Account.

9.5. The Customer must notify the Supplier immediately if it suspects that the Credit Account is being misused, whether fraudulently or otherwise, or if a monthly statement refers to Products the Customer has not ordered. Until the Customer so notifies the Supplier, it shall be liable for any losses the Supplier incurs as a result of such misuse.

10. PRICE AND PAYMENT

10.1. The price of the Products shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in whichever format such as website but not exclusive to, will be in force as at the date of delivery. All pricing is confirmed directly by the Supplier and any claims or pricing communicated by a third-party must be agreed by the Supplier in writing before coming into effect.

10.2. The Supplier reserves the right by giving notice to the Customer at any time up to shipment confirmation, to increase the price of Products which may occur as a result of factors falling outside the control of the Supplier, which without limitation, shall include any of the following circumstances:

10.2.1. foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs;

10.2.2. where the Customer requests any variation whatsoever to the quantity, capacity, form, content, style or description of the Order, or has requested an earlier or a later delivery date to that originally requested; or

10.2.3. where steps are taken by the Supplier to comply with any statutory provisions from time to time in force, and any increases in the price charged to the Supplier of any equipment or goods bought in from its suppliers in order for the Supplier to fulfil the Contract; or

10.2.4. where the supply of the Products is suspended, varied or otherwise delayed by any acts or omissions of the Customer.

10.3. The Supplier uses reasonable endeavours to ensure that the prices set out on the Website in a catalogue or elsewhere are accurate though mistakes may sometimes occur. If the Supplier discovers a mistake or is notified of a mistake the Supplier will contact the Customer as soon as possible thereafter and give the Customer the option of making a new Order or just cancelling the affected Order. If the Order is cancelled no charge will be made for the Products and a refund will be made of any payment already made for the affected Products.

10.4. Payment for Products via the Website can be made using a Credit account, Debit or Credit cards or via Bank Transfer. All relevant terms apply.

10.5. The price of the Products:

10.5.1. excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

10.5.2. excludes the costs and charges of packaging, insurance and transport of the Products, which shall be invoiced to the Customer where relevant.

10.6. The Price does not include delivery charges. The Supplier's delivery charges are as advised during the Order process. Further details can be found at the Delivery Charges section of the Website.

10.7. If the Customer does not order Products equal to the value of or greater than the Minimum Spend the Customer shall pay an administration fee at the then prevailing rate which will be published on the Website.

10.8. The Supplier may invoice the Customer for the Products on or at time of shipping or collection as the case may be.

10.9. If the Customer fails to take delivery or make a collection the Supplier shall be entitled to invoice at any time after giving the Customer notice that the Products are available for collection or delivery.

10.10. If the Products are delivered in instalments, the Supplier shall be entitled to invoice the Customer after Shipment of each instalment, or after each instalment is made available for collection by the Customer.

10.11. The Customer shall pay each invoice submitted by the Supplier:

10.11.1. within accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer starting from the date of the invoice and

10.11.2. in full and in cleared funds to a bank account nominated in writing by the Supplier, and

10.11.3. time for payment shall be of the essence of the Contract.

10.12. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 12:

10.12.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.12 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10.12.2. The Supplier may invoice the Customer, and the Customer shall pay for any additional costs incurred by the Supplier in the course of recovering

undisputed overdue amounts, such as legal fees and any reasonable administration costs.

10.13. If the Customer has a Credit Account and fails to make payment in accordance with its terms, the Supplier reserves the right to cancel the Customer's Credit Account with immediate effect and the Customer shall pay for any future Orders in advance or in accordance with clause 10.11.

10.14. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.15. The Supplier shall be entitled at any time to set-off any sums owed to the Customer, (including but not limited to vendor rebates or vendor pass through funds) against sums owed by the Customer to the Supplier.

10.16. On the happening of a "Relevant Event" the Supplier shall be entitled in its sole and absolute discretion to alter its terms of payment or to alter any credit terms which may have been granted. For the purposes of this clause 10.16, a "Relevant Event" shall be defined as being:

10.16.1. where the Supplier is notified or otherwise reasonably believes that the Customer's credit record has worsened to a level unacceptable to the Supplier; or

10.16.2. where the Supplier in its sole discretion deems the Customer's financial position to be unacceptable; or

10.16.3. where the Supplier's trade indemnity insurers require such alteration.

11. LIMITATION OF LIABILITY

11.1. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

11.2. The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.3. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

11.3.1. death or personal injury caused by negligence;

11.3.2. fraud or fraudulent misrepresentation;

11.3.3. breach of the terms implied by section 12 of the Sale of Products Act 1979; or

11.3.4. defective products under the Consumer Protection Act 1987.

11.4. Subject to clause 11.3, the Supplier's total liability to the Customer shall not exceed the lower of the total amount of the net fees paid or payable by the Customer to the Supplier for the Products or Services giving rise to the liability.

11.5. Subject to clause 11.3, the following types of loss are wholly excluded:

11.5.1. loss of profits;

11.5.2. loss of sales or business;

11.5.3. loss of agreements or contracts;

11.5.4. loss of anticipated savings;

11.5.5. loss of use or corruption of software, data or information;

11.5.6. loss of or damage to goodwill; and

11.5.7. indirect or consequential loss.

11.6. This clause 11 shall survive termination of a Contract.

12. TERMINATION

12.1. Without limiting its other rights or remedies, the Supplier may terminate a Contract with immediate effect by giving written notice to the Customer if:

12.1.1. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of being notified in writing to do so;

12.1.2. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

12.1.3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

12.1.4. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

12.2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Products under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

13. CONSEQUENCES OF TERMINATION

13.1. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

13.2. On termination of the Contract for any reason the Customer shall return all Products which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

13.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13.4. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

14. EXPORT

14.1. The Buyer acknowledges and agrees that the Products and Services may be subject to the export control laws and regulations of the United States, EU and national and any other international legislation. The Customer warrants that it shall comply with all these laws and regulations including the Export Administration Regulations ("EAR"), and sanctions laws or regulations of the UK, the United Nations and any other governmental Authority with jurisdiction over the Supplier or the Customer.

14.2. The Customer shall not, without prior appropriate government authorisation, export, re-export, or transfer any Products, either directly or indirectly, to:

14.2.1. any person or entity located, organized or ordinarily resident in Russia, the Republic of Belarus, or a country or territory subject to comprehensive U.S. sanctions;

14.2.2. any country subject to a U.S. trade embargo or to any resident or national of any such country, or to any person or entity listed on the "Entity List",

"Denied Persons List", “the Unverified List”, or the “Military End User List” maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other comparable European or local regulation.

14.2.3. any person or entity currently named on the European Consolidated Sanctions List, or any entity owned or controlled by a person or entity currently named on this list.

15. CONFIDENTIALITY

15.1. Information exchanged between Supplier and Customer in connection with the negotiation, conclusion and performance of a Contract that is not generally known to the public or available on the Website, whether or not it is expressly designated as confidential or which, due to the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential (**Confidential Information**) shall not be disclosed to any third party, except as permitted by clause 15.2.

15.2. Each party may disclose the other party's Confidential Information:

15.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and

15.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving written notice to the affected party.

17. **GENERAL**

17.1. **Assignment and other dealings.**

17.1.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

17.1.2. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

17.2. **Entire agreement.**

17.2.1. The Contract constitutes the entire agreement between the parties.

17.2.2. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

17.3. **Variation.**

17.3.1. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.4. **Waiver.**

17.4.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.4.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.5. **Severance.**

17.5.1. Each paragraph of these Conditions operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.6. **Notices.**

17.6.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

17.6.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

17.6.1.2. sent by email to cs@vip-computers.co.uk; and

sent to the following address:

VIP Computer Centre Ltd.
VIP House
Unit 4 Hardwick Grange
Woolston
Warrington
Cheshire
WA1 4RF

17.6.2. Any notice shall be deemed to have been received:

17.6.2.1. if delivered by hand, at the time the notice is left at the proper address;

17.6.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or

17.6.2.3. if sent by email, at the time of transmission, or, if this time falls outside of normal working hours on a Working Day in the place of receipt, when such normal working hours resume.

17.6.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.7. **Third party rights.** These Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.8. **Governing law and Jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.