

## **SCANNING AND DATA SOLUTIONS LIMITED**

### **TERMS & CONDITIONS FOR SALE OF GOODS**

#### **1. Our Website**

These terms and conditions set out the basis on which you can use our Website and on which we will supply any of the products/goods listed on our Website to you. These Terms and Conditions apply to our website's entire contents and any email correspondence, please read them carefully before using our Website

The provisions in these Terms and Conditions shall apply equally for the benefit of Scanning and Data Solutions Limited, its subsidiaries and associated companies.

References to "we", "us" and "our" shall be deemed to be references to Scanning and Data Solutions Limited. References to "you" and "your" shall be deemed to be references to persons using, or placing an order via our website.

In using and ordering from this website:

- (a) you warrant that personal information which you are required to provide when registering as a customer is true, accurate, current and complete in all respects;
- (b) you warrant that you are legally capable of entering into binding contracts and you are at least 18 years old

We reserve the right to revise and amend our Terms and Conditions and you should therefore check our website from time to time.

#### **2. Order and acceptance**

An order can only be made on-line using the Website [www.scansolutions.co.uk](http://www.scansolutions.co.uk) by following the instructions given on the Website. We must receive payment in full before your order can be accepted and your order constitutes an offer to us to purchase our goods described in your order.

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note this does not mean your order has been accepted. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms the goods have been dispatched.

#### **3. Your contract with us**

Our acceptance of your order forms a legally binding contract between us and will only be formed when we send you the despatch confirmation. The contract is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

#### **4. Despatch and delivery**

We will endeavour to despatch the goods to you within five (5) working days after sending the order confirmation. A list of our delivery charges is listed on our Website. Please note that the delivery charges apply to addresses within the United Kingdom. Please contact [sales@scansolutions.co.uk](mailto:sales@scansolutions.co.uk) for details of overseas delivery charges.

We will arrange for the delivery of the goods to the address you specify - please ensure you include a postal code (PO Box addresses are not acceptable). Delivery times may vary and we do not guarantee to deliver within a specific period of time. Please be aware that a signature may be required upon delivery so please provide a delivery address where a person will be able to sign for your goods.

#### **5. Risk and ownership**

Risk of loss and damage to the goods passes to you at the time of delivery, or if you fail to take delivery, the time when we tried to deliver. Ownership of the goods only passes to you when the goods have been delivered and provided we have received cleared payment in full.

#### **6. Prices and payment**

Payment for all products must be made by credit or debit card at the time of placing an order. We only accept payment by Visa, MasterCard, Delta, and Switch. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will not be liable for any delay or non delivery of your order.

All prices shown on our Website are exclusive of VAT and exclude delivery costs, which will be charged and added to the total amount due.

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a despatch confirmation. It is possible that, despite our best efforts, some of the prices on our website may be incorrect. We are under no obligation to provide the goods to you at the incorrect (lower) price, even after we have sent you a despatch confirmation, if the pricing error is obvious and unmistakable and could have been reasonably recognised by you as a mis-pricing.

#### **7. Our security policy**

Our designated bank uses [ ] an online secure finance system. Should your credit/debit card be used fraudulently as a result of being used to buy from our Website due to circumstances outside of our control such as hackers, we will use our reasonable endeavours to work with your credit/debit card company to assist you.

We will take all reasonable care to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our Website.

#### **8. Product Accuracy**

Whilst we have taken every care in the preparation of the content of our Website to ensure that our Products have been properly and fairly described, any weights, dimensions and capabilities given about our Products are approximate only. We aim to keep the Website as up to date as possible, however we do not warrant that product descriptions are accurate, current, complete or error free. Furthermore, whilst the colour where stated is a close representation, we cannot accept any liability for any variation in colour or image caused by the browser software or computer system used by you.

Some of the information contained in this Website relating to products is supplied to us by third parties and accordingly no warranty is given as to the accuracy of such information.

#### **9. Special offers and promotions**

These Terms and Conditions are supplemental to any additional terms that might apply to specific transactions and whose terms will be set out separately as and when special offers and promotions arise.

#### **10. Availability and cancellations**

Your order is subject to availability. In the event that a product is unavailable you will be notified within two working days of placing the order. We will advise you when the stock is expected to be available and you will have the option of cancelling or keeping the order pending stock delivery. A full refund will be given if you choose to cancel your order if we have already taken payment from you, subject to our refunds policy below.

You may cancel your order for any reason up to the point of despatch which is usually within 2 days of placing the order. A full refund will be given provided the contract is cancelled within this time frame.

#### **11. Our refunds policy**

If you are not entirely satisfied with your goods, please contact us immediately via our Website. We reserve the right to examine the returned goods before proceeding with any reimbursement. Provided the goods are returned in accordance with our refunds policy you will be refunded in full to your credit/debit card. We would advise that you obtain proof of postage from the Post Office or retain receipt of delivery when sending any goods back to us as this may be required. We cannot accept liability for goods lost in transit.

##### Non-defective goods

You must return non-defective goods within 14 days, beginning on the day after you receive the goods. In order to receive a full refund, including the cost of sending the item to you, goods must be returned to our Customer Service Department in the same condition in which you received them and must be unused and in their original packaging. You will be responsible for the cost of returning the item to us.

##### Defective goods

Should you wish to return goods to us because they are defective;

- (a) you must first notify us in writing setting out a clear and complete description of the defect;
- (b) we will not give a refund if the defect was caused by any misuse or mishandling by you in any way.
- (c) once we have confirmed via email you are entitled to a refund and the goods have been returned, we will process the refund as soon as possible;
- (d) you will be refunded for the cost of return postage and packaging.

Goods must be returned to us in the same condition in which you received them, unused and in their original packaging.

## 12. Written communication

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 13. Notices

Unless otherwise expressly stated all notices from you to us must be in writing and sent to our registered office address. All notices from us to you will either be sent to you via email or displayed on our website from time to time as above.

## 14. Intellectual property and use of our Website

Unless otherwise stated, all copyrights, registered trademarks and other intellectual property rights in Scanning and Data Solutions Limited and in respect of all material on our Website, including without limitation photographs, graphical images, designs, logos and text written, are owned by us or our content and technology providers or their respective owners. Our intellectual property may not be used without our written permission, all rights are reserved in addition to any rights not expressly granted.

You may download the material on our website for your own purposes or the purpose of sending to third parties for their personal information provided that you seek no commercial advantage or benefit from so doing and you acknowledge us as the source of the material and inform any third party that these conditions apply to them and that they must comply with them. You may not modify, distribute, reproduce, or incorporate into any other work any material on this website except as provided for in these terms and conditions.

## 15. Limitation of liability and warranties

We exclude all liability and responsibility for any loss or damage that may result to you or a third party in connection with purchasing our products and using our Website.

We will not be liable, whether in tort (including without limitation negligence), contract or otherwise, for any loss or damage, even if foreseeable, caused by our Products, your use or inability to use our Website or any websites linked to our Website, or any material on such websites, including without limitation:

- (a) any direct, indirect, punitive or consequential loss or damages;
- (b) any loss of income, profits, goodwill, data, contracts, use of money or business interruption;
- (c) any loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing of our website; or
- (d) any loss due to your downloading of any material from our website or any websites linked to our Website.

We warrant that all goods purchased from us through our Website are of satisfactory quality. Sometimes the goods we receive from our manufacturers may change, in which case we will do our best to offer you a substitute of the same or better quality at the same price. If you are not happy with a replacement, you will be given a full refund, in accordance with our refunds policy.

Any maintenance contracts entered into with subcontractors in respect of ongoing maintenance for the products supplied by us to you shall be outside of our liability and subject to the terms and conditions of the person supplying such on going maintenance if taken up separately.

Notwithstanding the above, nothing in these Terms and Conditions is intended to limit any rights you might have as a consumer or other statutory rights that may not be excluded nor in any way excludes or limits our liability to you for any fraud, misrepresentation, death or personal injury or in respect of any matter for which it would be illegal for us to exclude, or attempt to exclude our liability.

We make no warranties:

- (a) that our website and its content will be suitable to your requirements;
- (b) that your use of our website will be uninterrupted, timely or error-free;
- (c) that defects on our website will be corrected; and/or
- (d) that the site or the server that makes this available will not adversely affect your computer.

We give no warranty, express or implied, that the use of this Website or the placing of any order through this Website from outside the UK complies with

any application of non-UK laws or regulations. Accordingly, any products or promotions not permitted under your local law may not be applicable.

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**) including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

## 16. Data Protection

We will only use the personal information you provide to us to supply our good and products to you or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

## 17. Law and jurisdiction

The contract for the purchase of products on our website will be governed by English law. Any dispute arising from, or related to our contract with you shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## 18. Our contact details:

Scanning and Data Solutions  
Registered Office: 1 Vicarage Road, Potten End, Berkhamsted, Hertfordshire, HP4 2QZ  
E-mail: [sales@scansolutions.co.uk](mailto:sales@scansolutions.co.uk)  
Tel: 01442 877220

## 19. Confirmation

By placing an order you agree to be bound by these Terms and Conditions.