

2UPC Ltd – Terms & Conditions

By using 2UPC Ltd for support, the sale of products or any means of contract or payment making a transaction you agree to these terms and conditions.

1. INTERPRETATION

In these Conditions unless the context otherwise permits: "the Company" means 2UPC Ltd. "The Client" means the person, firm or company who accepts a quotation of the Company for the sale of goods or services or whose order for the goods or services the Company accepts. "The Goods" means the products or services (including any instalments of the goods or any parts of them) which the Company is to supply in accordance with these Conditions. "The Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed writing between the Company and The Client. "The Contract" means the contract for the purchase and sale of the Goods and "Writing" includes email, telex, cable, facsimile transmission and comparable means of communication. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

The Company shall sell and The Client shall purchase the Goods in accordance with any quotation of the Company which is accepted by The Client or any order of The Client which is accepted by the Company subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order made or purported to be made by The Client. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Company and of The Client. The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing in entering into the Contract. The Client acknowledges that it does not rely on and waives any claim for breach of any such representations, which are not so confirmed. Any advice or recommendation given by the Company or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at The Client's own risk and accordingly the Company shall not be liable for any such or recommendation which is not so confirmed. The Company, hereby, reserves the right at any time to make such revisions to the Goods, as the Company shall in its discretion deem fit. The service requested will be provided as quickly as is reasonably practicable subject to constraints of existing workload, availability of personnel, weather, traffic conditions, and availability of parts. The Company accepts no liability for loss or damage, direct or consequential, as a result of providing its services and no liability will be entertained for delays caused by conditions, events, acts, omissions or states of affairs beyond the company's direct control, including the ability of the company's suppliers or carriers to supply or deliver the correct product at the correct time. The Company accepts no liability for any damage to plasterwork, decorations, flooring etc. resulting from work undertaken unless specifically provided for in any related quotation and further accepts no liability for damage occurring to furniture or fittings that have to be moved to deliver the Goods.

3. ORDERS AND SPECIFICATIONS

The Client shall be responsible to the Company for ensuring the accuracy of any order. The quantity, quality and description of the Goods shall be those given in the Company's quotation (if accepted by The Client) or the Client's order (if accepted by the Company). The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or which do not materially affect the quality or performance of the Goods. No order which has been accepted by the Company may be cancelled by The Client except with the agreement in writing of the Company and on terms that The Client shall indemnify the Company in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of cancellation.

4. PRICE OF GOODS

The price of the Goods provided by the Company shall be the Company's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's price list current at the date of acceptance of the order. All prices quoted are valid for 2 days only or until earlier acceptance by The Client after which the Company without notice to The Client may alter them. The Company reserves the right by giving notice to The Client at any time before delivery to increase or decrease the price of the Goods to reflect any increase or decrease in the cost to the Company which is due to any factor beyond the control of the Company (such as without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the price charged to the Company by its supplier for the Goods or any change in delivery dates, quantities or specifications for the Goods which is requested by the Client or any delay caused by instructions of the Client or failure of the Client to give the Company adequate information or instructions). Except as otherwise stated under the terms of any quotation or any price list of the Company and unless otherwise agreed between the company and the Client. All prices include the costs of normal packaging but exclude the cost of delivery and commissioning (where commissioning is applicable). The price is exclusive of any applicable Value Added Tax which The Client will be additionally liable to pay to the Company. Labour charges are calculated from the time of arrival on site to the time of departure, calculated on a 15minute increment against the selected charge rate along with a call out fee. Chargeable time may include time taken to collect parts not available from the visiting engineer's stock whether collected en route to the client or as part of the site attendance. Quotations and estimates are given on the basis of standard equipment in good working order apart from the reported defect. Where rectification of other faults is required before the defect can be remedied, or the equipment follows non-standard practices and requires additional work beyond that estimated, charges shall be applied for the additional work. The company reserves the right to charge travel time where work is to be carried out outside the normal working area, an emergency callout requires significant unscheduled travel to reach the Client, where weather, traffic congestion or access conditions cause additional travelling time beyond what would be usual in normal conditions or the time, distance and expense of travelling to the client's site would otherwise be uneconomic in relation the work being carried out.

5. TERMS OF PAYMENT

Unless the Company shall have previously agreed in writing with the Client that the Goods shall be supplied on credit, payment for the Goods shall be made in full by the Client with the Client's order or with The Client's acceptance of the Company's quotation. Where the Company has agreed to supply the Goods on credit, the Company shall be entitled to invoice the Client for the price of the Goods on or at any time after delivery of the Goods and the Client shall pay the price of the Goods within 30 days of the date of the Company's invoice not withstanding that title to the Goods does not pass to the Client until full payment is made. The time of payment of the price shall be the essence of the Contract. If the Client fails to make a payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to cancel the Contract or suspend any further delivery or suspend any services to the Client, appropriate any payment made by the Client to such of the Goods as the Company may think fit (notwithstanding any purported appropriation by the Client), charge the Client interest (both before and after judgement) on the amount unpaid at the rate of 2.5% above Bank Rate per month or part month until payment in full is made, such interest being calculated on a daily basis and enter the premises of the Client during normal working hours and recover goods supplied under the contract for which payment has not been made, if necessary using reasonable force to enter the premises.

6. DELIVERY

Delivery of the Goods shall be made by the Company to such place as shall have been agreed between the Company and the Client. Unless the Client notifies the Company in writing within 5 working days of the date of the Company's invoice that the Goods have not been delivered, then delivery shall be deemed to have taken place on the date of the Company's invoice. Any dates quoted for the delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the Contract. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Client. If the Company is unable to deliver the Goods due to variation of agreed delivery date or delivery location by the Client then without prejudice to any other right or remedy which may be available to the Company the Company may either store the Goods until actual delivery and charge the Client for the reasonable cost (including insurance) of storage or sell the Goods at the best price readily available and (after deducting all reasonable storage and selling expenses and any interest which may be due to the Company under the Contract) account to the Client for the excess over the price under the contract or charge the Client for any shortfall below the price under the contract which shall be a debt to the Company. Where the goods are to be delivered in instalments each delivery shall constitute a separate contract and failure to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Client in respect of any one or more instalments shall not entitle the Client to treat the contract as a whole as repudiated.

7. RISK AND PROPERTY

Risk of damage or loss of the Goods shall pass to the Client at the time of delivery or if the Client wrongfully fails to take delivery of the Goods the time when the Company has tendered delivery of the Goods. Notwithstanding delivery and the passing of risk of the Goods or any other provisions of these Conditions title to the Goods shall not pass to the Client until the company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold to the Client for which payment is then due. Until such time as the property in the Goods passes to the Client the Client shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate to those of the Client and third parties and properly stored, protected and insured and identified as the company's property. Until that time the Client shall be entitled to resell or use the Goods in the ordinary course of business but shall account to the Company for the proceeds of sale or otherwise of the Goods whether tangible including the insurance proceeds and shall keep all such proceeds separate from any monies or property of the Client and third parties and in the case of tangible proceeds properly protected and insured. Until such time as the title in the Goods passes to the Client (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Client to deliver up the Goods to the Company and if the Client fails to do so forthwith to enter upon any premises of the Client or any third party where the Goods are stored and repossess the Goods, using such force as may reasonably be necessary.

8. WARRANTIES

Patent Defects and Incorrect Deliveries: the Client shall inspect the goods immediately on arrival thereof and shall within 5 working days of their arrival give notice to the Company of any defect in the goods or any other matter by reason whereof the Client alleges that the goods are not in accordance with the Contract. If the Client fails to give such notice, the Goods shall be deemed to be free of patent defects and in all respects in accordance with the contract and the Client shall be bound to accept and pay for them accordingly. If the Client gives such notice and the delivered goods are proved to be defective, the company shall at its own discretion replace or repair the goods free of charge or refund the purchase price and the Client shall have no further rights to damages or otherwise against the Company. The company warrants for a period of 12 months, from date of despatch, that the goods shall be free of patent defects. This period will not be extended for any product returned and replaced under these warranty provisions. The warranty will not extend to faults caused by incorrect or inappropriate use or handling of the goods nor to any goods which have been repaired or in any way altered without the consent of the Company in writing nor to any consequential loss, damage or expense howsoever arising. Goods must be returned in original packaging and in a re-saleable condition as a condition of the warranty. Goods shall be returned at the Client's expense and re-delivered to the Client at the company's expense. No warranty is made, given, or implied as to the merchantability, quality, life or wear of the goods supplied or that they will be suitable for any particular use or for use under any particular conditions, notwithstanding that such purpose or condition may be known to the Company. The Client's Statutory Rights are not to be affected by any of the foregoing. All work done specifically benefits from the company's 1 week warranty, during which time any defect arising directly from faulty workmanship will be rectified free of charge. All equipment-supplied benefits from a 12 month, or longer, warranty. Where a claim is made under warranty the company will, subject to its general terms and conditions, provide support services during its normal working hours, and will make no charge for rectifying the failure or defect nor charge for replacing any faulty parts supplied by the Company, provided that the failure or defect is due directly or solely to defect in the parts supplied by the Company. Charges will be applied for labour to rectify failures or defects, where inspection of the parts supplied by the Company are confirmed to be faultless, or where the need to carry out the work was either not apparent or not requested by the Client at the time of authorisation of the repair, or where the Client has been previously advised that a proposed remedy may not work as required. Hardware supplied with a Return To Base warranty must be returned to the manufacturer or distributor by the Company following examination to determine that the item is faulty. In such circumstances the Client is responsible for all carriage charges and insurances and the terms of the manufacturer/distributor regarding timescales for repair or replacement will apply. Repairs conducted at bench rate have a Return To Base warranty. Should a client instruct us to attend on site to effect a repair in situ any such work shall attract additional attendance charges. Any equipment failing prematurely (i.e. within 5 days of the date of supply) will be exchanged immediately, subject to stock availability of the Company or its suppliers.

9. RETURNS AND REPAIR

If the Company had agreed to carry out repairs or replace Goods (or any parts thereof) other than for the purpose set out above, the Client irrevocably authorises the Company to carry out repairs or provide such replacements as shall place the goods in proper working order. The Company shall accept no liability for any damage to or loss in transit of Goods returned to the Company for whatever reason they may be sent. If the Company has agreed to accept the return of Goods for any reason the Goods must be returned in their original packaging and in a clean re-saleable condition failing which the company will refuse to accept the same and the Client shall remain liable for the cost thereof. The Company accepts no liability whatsoever for loss of, or damage to, data held on equipment submitted for maintenance or repair.

10. INSOLVENCY OF CUSTOMER

The clause applies if The Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation otherwise than for the purposes of amalgamation or reconstruction, an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Client, the Client ceases or threatens to cease carrying on business or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly. If this clause applies then without prejudice to any other right or remedy available to the Company the Company shall be entitled to cancel the Contract or suspend any further deliveries or services under the Contract without any liability to the Client and if the Goods have been delivered and not paid for then the price shall become immediately due and payable notwithstanding any previous agreement to the contrary. The Company shall be entitled to enter the premises of the Client, if necessary using reasonable force, during normal working hours and recover goods supplied under the contract for which payment has not been made.

11. GENERAL

Any notice given under this Contract shall be given in writing and be signed by or on behalf of the party giving the notice and shall be delivered to the other party or sent to the other party by pre-paid first class post to the address specified in this contract or such other address as may from time to time be notified by one party to the other in writing. No waiver by the seller of any breach of the contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of these is held by any authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby. The contract shall in all respects be governed and construed and interpreted in accordance with the laws of England and any disputes shall be subject to the exclusive jurisdiction of the English courts.

12. PAY PAL

By buying of the Company, you agree to any terms and conditions Pay Pal define and the buyer must abide by these terms. Pay pals User agreement can be found at www.paypal.com The Company holds no responsibility for in accurate transactions or faults in the process of credit payments through the Pay Pal system. The Client must check there orders carefully and ensure that orders are accurate. The Company is not liable for any in accurate orders and its the clients responsibility to ensure the description, price, quantity is to there needs. The Company will refund the client for inaccurate orders where possible and correct inaccurate orders, it is to the Company's discretion to do this and any costs incurred during this process will be chargeable to the client including, items that may cost more, a higher quantity field and changes in the market prices. Where prices are inaccurate and data error has occurred, the company can without notice increase or decrease the price of any item, thus changing orders.

13. MAINTENANCE CONTRACT & SUPPORT AGREEMENTS

By purchasing a maintenance contract or a support agreement from the company you abide by this clause. Where a maintenance contract or support agreement has been taken out, the duration period is from date stated on the maintenance contract or support agreement certificate to the expiry date stated on the certificate. Expiry date is set by the company to the end of a normal working hour based day, upon this day and time the maintenance contract or a support agreement will cease to be valid. The validation period will start to be valid from the start of a normal working day and from this day be valid until the expiry day. Upon taking any maintenance contract or a support agreement it is the Clients responsibility to ensure the PC's, servers, network are in fairly responsible working order prior to taking out a maintenance contract or support agreement, it is not the company responsibility of any problems occurred prior to taking out any maintenance contract or a support agreement with the company.

The company will work to solve the clients problems that are covered by the maintenance contract or support agreement and will attempt to fix ALL problems to the company power, although at times not all problems are solvable and its not the Company responsibility to solve any and every problem brought forward by the client. The client is responsible for ALL additional hardware and software costs that may occur during the contract period, the company will invoice the client on these costs and aspect payment to be made onsite or within 30 days of the issue invoice date. The company will only support items selected on the quote, if the client requires additional service to the quote, this must be fully chargeable to the client as a separate job.

If the client has taking out a support agreement for 1 workstation only, the amount of hours agreed and paid for can only be serviced per month, for example 10months purchased with 2 hours per month. The company can only service 2hours free per month and any additional costs per month will be fully chargeable at the rates defined by the company.

14. SUPPORT

When using the company's services, the company cannot support all types of models/types of computers, software. When the client books a service request the company can deny the request on the basis of this clause. The company does not support everything, items such as Mac Computers are not supported, operating systems such as Linux are not supported. It is the clients responsibility to ask the company to see if the company will support there request, on most cases the company will accept and service the client, on rare occasions the company can reject any job based on this clause. The company can not service a job after accepting a job if the hardware/software cannot be supported, its not the company's liability that any problems occur with software it has defined as not supported. The company always has the right to reject business from the clients on any basis.