

The PCCO

CONDITIONS OF TRADING

1. DEFINITIONS

- a)** "The Company" means PCCO whose business is located on 92 Burley Road, Leeds, LS3 1JP,
- b)** "The customer" means the person, company or firm by which the goods/services are purchased.
- c)** "The goods" means the goods/services subject of the contract or contracts to which conditions apply.

2. APPLICATIONS

Unless otherwise expressly agreed in writing by the Company, every sale of goods and services by the Company shall be the subject to these conditions to the exclusion of any other terms whether contained in any other set of conditions issued by the company or the company's agents or in a form or order or any other document issued by the customer (or service user) or the customer's (or service user's) agents or otherwise arising whether expressly or by implication.

3. PRICES

- a)** Should delivery be required delivery charge and other expenses incurred by the Company may be added to the invoice
- b)** Prices charged will be at the manufacturers recommended trade price at the date of dispatch
- c)** The prices shown in our website and prices listed are those ruling at the time of printing. Prices are subject to change without notice

Goods will be invoiced at prices ruling at the time of delivery from the manufacturer.

Quotations are for acceptance at the time given and unless accepted at that time will be deemed to have been withdrawn.

4. DELIVERY

The customer shall inspect the goods on delivery and shall within 24 hours of delivery notify PCCO of any alleged defects in the goods.

The customer shall give the PCCO an opportunity to inspect the goods within a reasonable time following delivery and before any use of the goods is made.

Unless otherwise expressly agreed, times and dates quoted by the company for delivery of goods are intended as approximate estimates only, but the company does not be liable to the customer for any loss or damage (whether direct, indirect or consequential) sustained by the customer as a result of the company's failure to comply with such delivery dates or times.

5. TITLE

The risk in the goods shall pass from the seller/service provider to the service user/buyer upon delivery of such goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or clear fund payments in full for all goods and services to the buyer under this and all other contracts between the seller and buyer for which payment of the full price of the goods thereunder has not been paid.

Payment of the full price of the goods and services shall include the amount of any interest or sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

6. RETURNS

Goods returned to the customer at their request which are in accordance with the contract, will be accepted for return without the prior written approval of PCCO on terms to be determined at the absolute discretion of PCCO.

Warranties:

All products carry a 12 month return to base warranty except and monitors. Refurbished parts carry a 30 day warranty. Used PC's and laptops carry a 60 day warranty. Printers, monitors, power supplies or laptops cannot be returned after 30 days. Note that accidental/physical damage is not covered by any of our warranties. After the 30 day expiry period the Customer should contact the manufacturer.

Returns policy:

A full return will be provided when the customer return the goods in its original packaging and in a resalable condition can be accepted for credit.

A 25% restocking fee will be applied to each product returned after 24 hours.

Returns will not be accepted after 14 days.

If PCCO agrees to accept goods for return the buyer shall be liable to pay a handling charge of 25% of the invoice price.

We do not operate a try before you buy service.

If you order goods and we supply you with the goods from the manufacturer as you describe them to us, or as they are described in the invoice we will accept the return of those goods.

Specially ordered stock are not returnable.

Costs of collection and re-delivery of replacement items will be met by the customer unless attributable to the negligence of the company.

All goods must be sanctioned by the company prior to the goods being brought back.

The company reserves the right to levy a restocking and handling charge.

7. REPAIRS

(a) Hardware Repairs – any repairs that have been carried out by PCCO carry a 30 day warranty (unless stated otherwise on the invoice).

(b) All laptops must be checked by the customer prior to collection and any problems identified must be reported to PCCO within 24 hours of collection.

(c) PCCO does not accept liability for any damage caused to any part that the Customer has caused harm to or any damage that has occurred prior to receipt or following collection.

(d) Uncollected goods will be disposed of after 30 days. Unless the customer has notified PCCO in writing that they cannot collect the items. In which event the date may be extended.

(e) PCCO will charge the customer the troubleshooting cost in advance in order to diagnose a fault. If a fault has been diagnosed and if it transpires that any parts or work is required PCCO will notify the customer of the same.

(f) If payment is not received in full PCCO Express reserve the right to refuse collection.

(g) A non-refundable labour/testing fee is chargeable for troubleshooting.

(h) Customers should retain their invoice as proof of repair.

(i) Software repairs and data recovery. PCCO accepts no liability for the loss of files/data etc. The customer should ensure that they have made backup copies of such data prior to using the services of the company.

(j) PCCO if so instructed can attempt to recover documents/data at the customer's request but do so at their own risk.

(k) PCCO advises all its customers to have up to date antivirus and internet security and to maintain these regular on a basis. In the event that your system is infected with a virus, PCCO may need to repair or recover your operating system in which case they will require the Customers original recovery system or the operating system disc and license.

(l) On site installations and repairs. PCCO charge an installation fee within the first hour. We will endeavour to troubleshoot and repair within the first hour. In the event that we cannot meet the timing or estimated cost we will notify the customer.

8. CLAIMS

Any claims in respect of alleged claims of the goods must be notified to the company in writing within 3 days of delivery. Evident damage to external packing must be the subject of an endorsement on the company's delivery note at the time of delivery.

9. PAYMENT

Payment terms are agreed at the time of the order.

In the event of non-payment within the stipulated time the company reserves the right to make a charge of 2% of the invoice price which will be due from the customer from the date when payment was due until the actual date of payment.

The company shall be under no obligation to make any delivery if the customer is in breach of these conditions of trading.

The company shall at any time be entitled to deduct or set off against any monies due to it such terms, which the company may at any time be liable to pay the customer.

We understand and will exercise our statutory right to interest and compensation costs under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid in accordance with the agreed terms.

10. RESERVATIONS

The company reserves the right to vary deliveries as it may deem necessary having regards to availability of supplies and changes to manufacturers specification.

11. DEATH

This agreement automatically ends if you die before we are able to complete your instructions.

12. GENERAL

This contract shall be governed by the Law of England and Wales and the parties shall submit to the jurisdiction of the Courts in Leeds to which all disputes here under shall be referred. No liability shall rest with the Company in respect of failure to deliver arising from shortage of supplies, industrial action, force majeure or any other circumstances beyond its reasonable control. These conditions shall be read with and subject to the customer's statutory rights. The Company shall be under no liability for loss or damage howsoever caused which arises in respect of the customer's liabilities to third party.

The company accepts no liability for:

Indirect or consequential loss of any description.

Loss or penalties suffered by the Customer failing to reach the required quality or specification due to circumstances beyond the Company's reasonable control.

Any advice provided for the customer, unless such advice is in writing on the Company's headed paper following the receipt of a written specification for the Customer.

The customer must check and confirm that details of materials required and ordered by the company are correct and no responsibility can be taken by the company for errors in qualities provided by the customer.

Manufactures specifications and product details will be supplied at the request of the customer but the company will not accept liability for errors or mis-statements contained therein.

In all circumstances, the customer shall be satisfied that the goods required and ordered meet the intended use. The company accepts no responsibility for goods ordered by the customer due to:

- The negligence of the customer
- Failure by the customer to make clear to the company the precise purpose for which the goods were required, or
- Failure to take the proper professional advice as to the materials required.

Nothing contained in these conditions shall be construed as an attempt to exclude or limit liability of the Company in negligence for the death of or injury to any person.

13. CREDIT FACILITIES

Credit facilities may be provided on request and the Company will set up a maximum credit limit.

14. TERMINATION OR CANCELLATION

(a) In the event of:

Any distress execution or other legal process being levied upon any of the customers assets; the customer entering into any arrangement or composition any act of bankruptcy or (being a corporation) an order of an effective resolution being passed or its winding up except for the purpose of amalgamation or reconstruction as a solvent company or a Receivers, Administrators Receiver or Administrator being appointed in respect of the whole or any part of its undertaking or a

- An encumbrance taking possession of any of the property or assets or the customer.

The customer ceasing or threatening to cease to carry on business

Non-payment by the customer of any monies due from it to the company any breach of these conditions by the customer

- The company reasonably apprehending that any of its events mentioned above is about to occur in relation to the customer, the company shall be entitled to suspend all or any future

deliveries of the goods under this or any other contract between the customer and the company and sell the goods elsewhere and/or deem that the whole price under this or any other contract shall be payable immediately.

(b) The exercise of these rights conferred under by this condition shall be without prejudice to any other right to recover the goods or proceeds thereof from the customer pursuant to clause 5 of these conditions.

15. NOTICE

(a) Any notice required to be given or served under these conditions shall be addressed in the case of a notice to be given and served on the customer at the address of the customer shown on the contract or invoice (or if none its registered office for the time being in the case of a company or in any other case of the company at its registered address for the time being).

(b) Any notice required to be given or sent under these conditions shall be served either;

- By letter leaving the same or sending by first class post and a notice given so given or served shall be deemed to have been given or served on the day it was so left or on the day following that on which it was posted, or

- By facsimile transmission and a notice so given or served shall be deemed to be given or served within 24 hours of transmission.

16. COMPLAINTS

PCCO operates a complaints procedure. If you have any complaints please put this in writing to the business address quoted on your invoice/receipt book.