

These Terms and Conditions ('the Terms') govern your relationship with Misco which is a division of Systemax Europe Limited (Misco, we or us). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms, please do not place an Order for Goods or Services with us.

These Terms apply only to consumers who are individuals not acting for the purposes of their business or profession. If you are a business customer, then please see our [Terms and Conditions for Business Customers](#).

All Orders for Goods or Services accepted by us will be subject to the following Terms which will form part of and will govern the Contract of sale. No variation of these Terms will be accepted unless agreed in writing by an authorised person of Misco. We will not accept the inclusion of any alternative terms by you which conflict with, alter or add to these terms.

1. DEFINITIONS

'Contract' means any contract between you and us for the sale and purchase of Goods or Services, incorporating these Terms.

'Goods' means an individual product or good including Software as described in our literature or website.

'Normal Working Hours' means 9am to 5pm on a Working Day.

'Order' means an order for Goods or Services made by you in accordance with these Terms.

'Order Confirmation' means our written acceptance of your Order.

'Services' means service and support provided by us to you.

'Software' means computer program(s) and associated documentation.

'Working Day' means Monday to Friday, excluding Bank or other Public holidays.

2. ORDERS

2.1 When you place an Order for Goods or Services, this will be regarded as an offer by you to purchase the Goods or Services subject to these Terms and we shall not be obliged to accept your offer at our discretion.

2.2 We will send you an Order Acknowledgement on receipt of your Order. This is not an order confirmation or order acceptance by us.

2.3 We will accept your offer and create a Contract with you by sending to you an Order Confirmation once we have confirmed availability of the Goods or Services, verified your credit card or payment details as necessary and prepared the Goods for dispatch. We reserve the right to obtain validation of your credit or debit card details before providing you with any Goods or Services.

2.4 The Order Confirmation will be binding on you unless there is an inadvertent discrepancy between the Goods or Services that you ordered and those detailed in the Order Confirmation. You should notify us as soon as you become aware of any such discrepancy.

2.5 If we cannot supply the Goods ordered by you, we reserve the right to offer alternative Goods of equal or superior quality. Any such changes will be detailed in the Order Confirmation. In such cases, if you do not wish to accept the alternative Goods offered, you may cancel the Order and require the refund of any money paid to us in respect of that Order, including carriage charges. This shall be your sole remedy.

2.6 We make every effort to supply the Goods as advertised but reserve the right to supply the Goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer. Images of Goods are provided for illustrative purposes only and the actual Goods you receive may differ from the image displayed in the catalogue or on our website, especially with generic products.

2.7 When you place an Order, you are undertaking to us that:

- all details you provide to us for the purpose of purchasing Goods or Services are correct, and
- the credit or debit card you use to make a purchase from us is your own card, that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any Goods or Services you order from us.

3. PRICES AND PAYMENT

3.1 Goods and Services, together with VAT, are invoiced at the price prevailing at the time of your Order.

3.2 We reserve the right to vary our prices from time to time.

3.3 When you submit an Order, you will be notified of any additional charges including shipping and handling costs or insurance.

3.4 We will not supply Goods or Services to you until payment has been received in full.

3.5 Payment for Goods to be delivered on the UK mainland may be made by cash, cheque, Visa, MasterCard, Maestro, American Express or PayPal (PayPal payment will be taken upfront). All Orders for Goods to be delivered to the Republic of Ireland must be paid for by MasterCard or Visa only.

4. DELIVERY AND RISK

4.1 Unless we agree otherwise with you, then we will normally ensure that Goods are delivered to you no later than 30 days from the day after you submitted your Order to us. If we cannot deliver Goods to you within 30 days, then we will give you prior notification and arrange an alternative date. If you do not agree to the alternative date, then you are entitled to cancel the Order and receive a full refund.

4.2 We shall use reasonable endeavours to despatch Goods to you by the estimated delivery date, but we shall not accept liability for failure to deliver within the stated time or on a stated day, where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. You will not be entitled to damages or compensation if delivery of Goods does not occur on the estimated delivery date.

4.3 If a delay is likely, we shall contact you to advise of the delay. You are entitled to cancel an Order when advised of a delay if the revised delivery date is not acceptable to you.

4.4 Delivery is deemed to take place when the Goods are delivered to your nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to you.

4.5 If you cannot accept delivery, we may at our option re-arrange delivery provided that we may charge you for the additional delivery costs incurred.

4.6 Upon delivery of the Goods, you will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is your responsibility to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, you should either note this on the Proof of Delivery or refuse to accept delivery of the Order.

4.7 We shall not be liable for discrepancies or damage evident on delivery where you accept delivery and sign the Proof of Delivery without amendment.

4.8 You may request a copy of the Proof of Delivery, provided that this request is made within 7 days of the date of delivery and we shall use reasonable endeavours to provide such proof. If you do not make such a request, or notify us in accordance with clause 4.9 then we shall be entitled to assume that all the Goods in your Order have been delivered successfully.

4.9 You should notify us as soon as possible and in any event no later than 48 hours after delivery in the event that Goods are found to be damaged on delivery, items are missing, the Goods are not as specified in the Order Confirmation or delivery does not take place on the estimated delivery date. If you need to return any Goods, then please see our Returns policy below.

5. RETURNS AND WARRANTIES

5.1 If you need to return Goods to us, then a Goods Returns Authorisation Number (RAN) must be obtained from us for each and every return so that we are able to administratively process your return, otherwise we have no means of identifying the Goods being returned. This may result in difficulties in returning monies. You will be sent a RAN acknowledgement by email which will also include a downloadable returns label that should be printed off and secured onto the exterior of the package. The RAN must be clearly shown on each parcel returned, and must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages must be returned unopened with the Software seals intact. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.

5.2 In the event that any Goods Delivered to you do not correspond with the Goods in the Order Confirmation, or have been Delivered to you by mistake, then you will be under a duty to take reasonable care of such Goods and to contact our Customer Services team immediately no later than 14 days. We will then arrange for a courier to collect the Goods and replacements to be supplied on a credit and recharge basis.

5.3 Address for returns of Goods

If you need to return Goods to us for whatever reason, then please send such items to: Misco Returns (Systemax), 2 Carlsdyke Avenue, GREENOCK, Inverclyde, Scotland PA15 1DT

5.4 Your Right to Cancel

(a) You are entitled to cancel your Order for any reason until, but no later than the end of the 7th Working Day after the day of receipt of the Goods.

(b) You should cancel Goods purchased from us by sending a written notice of cancellation by post or hand delivery addressed to Customer Services at Misco, 10-14 Darby Close, Park Farm South, Wellingborough, Northants NN8 6GS or by fax to 0844 493 5305 or by e-mail to cs@misco.co.uk

(c) On cancellation of an Order, you must return the Goods to us in their original condition and undamaged. When you cancel an order, you will have to pay the carriage costs for returning the Goods to us unless we have not been able to supply the Goods as ordered and have substituted alternative Goods. You must take reasonable care to ensure that the Goods are properly packaged so that they will not be damaged whilst in transit. If you do not arrange to return the Goods to us, then you are under a duty to make the Goods available for collection at your expense from the address to which they were delivered.

(d) You will not be permitted to cancel a purchase for Software supplied on CD, DVD or other similar storage devices if the Software packaging has been unwrapped or the seal has been broken.

When you cancel an Order, we will refund the price paid, less any direct cost of recovering the Goods (when applicable), within a period of 30 days from the date of cancellation.

5.5 Care of Goods to be Returned

Whilst in possession of the Goods you are under a statutory duty to take reasonable care of them. We reserve the right to claim against you for Goods returned which have been made unfit for resale or damaged whilst in your possession.

5.6 Returns of Defective Goods

(a) In the event that Goods are found to be defective at any time within the first 30 days from delivery then please contact our Customer Services team **immediately** that you become aware of the defect, ensuring that you have the item's serial number available to provide to our staff. Different manufacturers have differing policies for dealing with Goods, which are termed 'dead on arrival' meaning that the Goods are found to be defective either on delivery or very shortly afterwards. You will therefore be advised by our Customer Services team of the relevant manufacturer's returns policy. We will not charge you for the collection of the Defective Goods. It is your responsibility to package and secure the Defective Goods prior to collection to prevent damage during their return to us.

(b) We shall at our option repair or replace such Defective Goods (or the defective part) and only if a repair or replacement is not possible or would be disproportionate to the price of such Goods we shall at our discretion refund the price of such Defective Goods at the pro-rata contract rate provided that you return the Defective Goods to us with all internal and external parts that were delivered with the Goods.

(c) If we have arranged for a courier collection of your product, this will normally occur between 9.00am and 5.30pm. We are unable to specify a precise collection time, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.

(d) On receipt by us of the returned Defective Goods, if following the testing process the Defective Goods are found to be in good working order without defect, we will return the Goods to you, and the carriage costs of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with replacement Goods before completion of the testing process, you will be liable to pay for these Goods. If, when we examine the Defective Goods, it is evident that the defect has arisen because you have failed to follow Misco's or the manufacturer's instructions as to the storage, installation, commissioning, use or maintenance of the Goods, or if you have altered the Goods without our consent then we reserve the right to refuse or limit any repair, replacement or refund.

(e) You should note that we adhere to individual manufacturers' guidelines in respect of acceptable deviation of quality of certain items. Therefore, we reserve the right not to accept Goods considered by you to be defective if the error or fault is within the manufacturer's accepted manufacturing tolerances. If you have any doubt, please contact our Customer Services. As an example, due to the current manufacturing methods of active matrix display panels, a small percentage of sub-pixel anomalies (i.e. a pixel that is stuck on or off) are accepted by the industry as unavoidable. Accordingly, because the manufacturing yield of perfect active matrix panels is low, displays may have some sub-pixels that are either always on or off. The cost of accepting only theoretically perfect displays would almost double the price of a portable computer using an LCD screen. Please be aware of this before purchasing a TFT screen.

5.7 Warranty Claims

- (a) If Goods become faulty more than 30 days after delivery then you are advised to contact the manufacturer and use their warranty procedure. Unless otherwise stated in the manufacturer's documentation, all Goods will carry a manufacturer's warranty. If you wish to make a warranty claim, you should comply with the manufacturer's instructions and warranty procedure. In order to resolve your problem as quickly as possible, we are happy to refer you to the product manufacturer who will deal directly with the return. In these instances, we will provide you with the contact information for the relevant manufacturer. This does not affect your statutory rights.
- (b) You should note that certain Goods have a reduced warranty period. In particular, Goods specified as 'refurbished' are only subject to a 3-month warranty from the date of delivery. Your statutory rights are not affected when you purchase such Goods.

5.8 Provision of Services

- (a) If you purchase Services from us, then we shall use our skill and expertise to carry out the Services to a standard equivalent to that of a competent computer professional, and shall warrant our work as free from defects, for a period of 30 days after completion. In particular, we cannot be held responsible for any fault or damage not caused by our services engineers or their contracted agents. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing Services, we reserve at our sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Service(s).
- (b) We accept no liability for equipment installed or configured by us when the equipment has subsequently been altered or configured by persons other than ourselves or our agents. Except as set out here, all other express or implied terms or warranties relating to the Services are excluded to the fullest extent permitted by law.

6. OUR LIABILITY

- 6.1 To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to our Goods or Services. This does not affect your statutory rights as a consumer, nor does it affect your right to cancel an Order. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms for:
- (a) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- (b) any loss of goodwill or reputation; or
- (c) any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Terms.
- 6.2 Nothing in the Terms shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

7. FORCE MAJEURE

- 7.1 We shall not be liable to you or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of our obligations in respect of the Goods or Services, if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control: act of God, explosion, flood, tempest, fire or accident; war, threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or of a third party); difficulty in obtaining materials, labour or machinery; and power failure or breakdown in machinery.
- 7.2 If we are unable to provide you with your Goods within a reasonable time due to circumstances outside our control, we shall either agree a new timescale with you for the delivery of the Goods or either of us may decide to terminate the Order in which case we will return any prepayments that you have made in full.

8. ERRORS & OMISSIONS

- 8.1 We make every effort to ensure that all prices and descriptions quoted in our catalogue and on our website are correct and accurate. In the case of a manifest error or omission, we will be entitled to rescind the contract, notwithstanding that we may already have accepted your Order and/or received payment from you. Our liability in that event will be limited to the return of any money that you have paid in respect of the Order. In the case of a manifest error in relation to price, you will be entitled to purchase the Goods or Services by paying the difference between the quoted price and the correct price, as confirmed in writing by us after the manifest error has been discovered. A 'manifest error', as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by us which is more than 10% less than the price that would have been quoted had the mistake not been made.

9. DATA PROTECTION

- 9.1 We have a full and detailed privacy statement available by [clicking here](#) which forms part of our Terms & Conditions.
- 9.2 **Website Security.** Misco's website employs the SSL (Secure Socket Layer) encryption standard in all secure areas, including login pages, customer information and payment details. Provided that you are using an SSL-compliant browser such as Netscape's Navigator, Microsoft's Internet Explorer, Opera or Firefox, you will be able to conduct encrypted transactions without fear of an intermediary obtaining your credit card information.
- 9.3 **Data Protection & Data Security.** Data is maintained under the provisions of the Data Protection Act (1998), Systemax's registration number is Z6290748. Systemax may contact you from time to time to verify and update the data Systemax holds on your records.
- 9.4 **Information Automatically Logged.** We may use your IP (Internet Protocol) address to help diagnose problems with our server and to administer our website. Your IP address is also used to help gather broad demographic information. A disk-based cookie (non session) is used for identification.
- 9.5 **Registration and data sharing.** Our site registration and Order form requires you to give us contact information (such as name, email and postal address), unique identifiers (such as username and password), demographic information (such as postcode), and financial information (such as account reference and transaction values). This data is securely stored for use in all our marketing communications and analysis databases.
- 9.6 Systemax Europe Ltd may share your information with any member of our group, which means our ultimate holding company and its subsidiaries, as defined in section 736 of the UK Companies Act 1985.
- 9.7 Systemax Europe Ltd may share your information with selected third parties outside Systemax's group, in order that they may contact you to let you know about goods or services which may be

of interest to you. Please contact us if you wish to opt out of receiving such information.

- 9.8 You agree that we may use personal information provided by you in order to conduct appropriate anti fraud checks. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.
- 9.9 Please note that we may record and monitor inbound and outbound calls and electronic traffic for training purposes.

10. TRADE NAMES & TRADE MARKS

- 10.1 Trade names and marks (other than ours) are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.
- 10.2 In the case of component purchases, if you require a particular brand of product should, then before placing an order, please check with us to confirm the identity of the manufacturer of the component that you are proposing to purchase.
- 10.3 Both parties hereby acknowledge the intellectual property rights of suppliers and manufacturers of the Goods appearing in our sales literature and on our website.

11. GENERAL TERMS OF BUSINESS

- 11.1 Nothing in these Terms affects your statutory rights as a consumer.
- 11.2 Any variation of this Agreement must be in writing and signed by a duly authorised Misco or Systemax official.
- 11.3 You must not transfer any contract made with us under these Terms, as it is personal to you, without written authority from us. This authority will not be refused without good reason.
- 11.4 If any part of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.
- 11.5 No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.
- 11.6 You confirm that, in agreeing to accept the Terms, you have not relied on any representation save insofar as the same has expressly been made a part of these Terms and you agree that you shall have no remedy in respect of any representation. Nothing in these Terms shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a part of the Terms.
- 11.7 These Terms shall be governed by the relevant laws of the United Kingdom and construed in accordance with the relevant laws of the United Kingdom and you irrevocably submit to the exclusive jurisdiction of the relevant courts of the United Kingdom.
- 11.8 If you have any complaints with the Goods or Services provided by us please contact Customer Services by post or hand delivery addressed to Customer Services at Misco, 10-14 Darby Close, Park Farm South, Wellingborough, Northants NN8 6GS or by fax to 0844 493 5305 or by e-mail to complaints@misco.co.uk.
- 11.9 **Contact Information for Misco.** The registered office for Misco is 10-14 Darby Close, Park Farm South, Wellingborough, Northamptonshire NN8 6GS.
- 11.10 **Contact Information for Systemax.** The registered office for Systemax Europe Limited is Caledonian Exchange, 19A Canning Street, Edinburgh EH3 8HE. Registered in Scotland with company number SC 114143.