



Terms & Conditions

1 This online portal is operated by Strongbox Computers Ltd (registered number 9763635) whose registered office is at 2 Tower House, Hoddesdon, Hertfordshire EN11 8UR, United Kingdom ("Strongbox Computers Ltd" or "we" or "us").

2. Definitions:

2.2 "Business Customer" means a customer;

2.3 "Strongbox" means Strongbox Computers Ltd also referred to Strongbox Technology and as "we" or "us" in these Terms and Conditions;

2.4 "Catalogue" means the catalogue of products and services offered by Strongbox Computers Ltd;

2.5 "Force Majeure" means any cause affecting the performance Strongbox Computers Ltd of its obligations arising from acts, events, omissions, happenings or nonhappenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party;

2.6 "Normal Working Hours" means 8.00 am to 6.00pm on a Working Day;

2.7 "Working days" means Monday to Friday, excluding Bank or other Public holidays;

2.8 "Web site" means the Strongbox Computers Ltd internet website, accessed through the address www.strongboxtechnology.com;

2.9 "Customer" means a customer or potential customer of Strongbox Computers Ltd;

2.10 "User" means the person who accesses the website on behalf of the Customer;

2.11 "Products" means the products listed for sale on www.strongboxtechnology.com, which can be purchased by the Customer;

2.12 "Terms and Conditions" means the terms and conditions for access to Strongbox Computers Ltd website by the Customer and its Users and the Strongbox Computers Ltd Terms and Conditions of sale, which deal with the commercial and trading aspects between the Customer and Strongbox Computers Ltd.

3 Orders

3.1 All contracts of sale made by Strongbox shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the Customer. Cancellation of orders is not accepted after confirmation as most orders are built to order.

3.2 All orders are subject to acceptance and to availability of the goods ordered. Strongbox is entitled to refuse any order which to the best of its knowledge it cannot facilitate.

3.3 The customer undertakes that:

3.4 all details you provide to us for the purpose of purchasing goods or services offered on our web site are correct, and

3.5 you have authorisation to apply for any credit on behalf of your company and any debit or credit card you use to make a purchase from us is your own card or your company's 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. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.

3.6 Please note, Strongbox may record and / or monitor inbound and outbound calls and electronic traffic for training and reference purposes.

4 Prices

4.1 Strongbox reserves the right, by giving notice in writing to the Customer at any time before delivery, to increase the price of the Goods to reflect any changes in specifications for the Goods which are requested by the Customer or are necessary as a result of any delay caused by (a) the Customer's instructions or (b) the Customer's failure to provide adequate information or instructions to the Strongbox.

5 Delivery, Title and Risk

5.1 . Strongbox shall use reasonable endeavours to dispatch goods by the date agreed with the customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay.

5.2 If Strongbox is unable to deliver the goods within 60 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to Strongbox in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to Strongbox after the above date but before delivery of the goods or notification from Strongbox that the goods are ready for delivery.

5.3 Strongbox does not accept liability for shortages or damage to deliveries unless the Customer notifies Strongbox of the shortage or damage in writing within 48 hours of receipt of the delivery.

5.4 Customers are required to be able to accept the goods when they are ready for delivery within Normal Working Hours.

5.5 The Goods are at the risk of Strongbox from the time of their delivery by Strongbox to the Designated Carrier. If for any reason the Customer will not accept delivery of any of the Goods when they are ready for dispatch to the Designated Carrier, or Strongbox is unable to dispatch the Goods to the Designated Carrier on time because the customer has not provided appropriate instructions, documents or authorisations, risk in the Goods will pass to the Customer (including

for loss or damage caused by the Seller's negligence) from the moment of a signed POD, the Goods will be deemed to have been delivered.

5.6 Title in the goods does not pass to the Customer until payment is received in full by Strongbox.

5.7 If the Customer cannot accept delivery, Strongbox may at its option: (i) store and insure the goods at the Customer's expense and risk or (ii) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or (iii) re-arrange delivery provided that Strongbox may charge the Customer for the additional delivery costs incurred.

5.8 The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and Strongbox shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

5.9 Upon delivery of the goods, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer 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, this should be noted on the Proof of Delivery. Strongbox shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

6 Availability

6.1 We endeavour to ensure availability on all our listed products on our website, however we cannot guarantee or warranty availability. In the unlikely event that your chosen item is unavailable we will contact you ASAP to advise of expected delivery dates. If a product that has been ordered is still not available after the indicated waiting period has elapsed, we will contact you by e-mail or by phone in order to propose an extension to the waiting period or to suggest a different product. At all times you will be informed of the progress of your order.

7 Payment

7.1 There are five different ways to arrange payment, by phone or email: Account, Paypal, Credit card or Debit card or Bank transfer.

7.2 On Account - Please fill in the Credit Application and Authorisation Form, once we have received this we apply for an insured credit limit from our credit insurers, this process can take up to a week, once complete we can then offer 30 days credit up to the insured limit offered to us.

7.3 Paypal payments using Credit and Debit cards

7.4 Bank transfer payment: Strongbox offers the opportunity to pay by bank transfer. Please note that Bank transfers from abroad will only be accepted if the additional transfer costs are paid by the customer.

7.5 Please note that for security reasons Strongbox will always ask its clients for a bank transfer payment for a first transaction.

7.6 Please note that if our insurance company and our fraud department suspect a fraud we reserve the right to cancel a transaction for security purposes.

7.7 Strongbox standard terms of payment for credit account customers are 30 days from the date of the invoice, and these will apply except in the case of transactions where different terms are agreed in writing. If payment is not made on the due date, Strongbox will be entitled to charge interest daily on the outstanding balance at the rate of 3% above Coutts Bank PLC base lending rate from time to time. Strongbox operates a cash positive purchasing policy to secure the best discounts when buying stock, so in many cases we will request payment in advance, as we have to pay in advance, to enable us to facilitate orders to you the lowest prices. Products remain the property of Strongbox until paid for in full.

8 Product specifications

8.1 Strongbox makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual content and specifications where these are changed by the manufacturer.

8.2 If Strongbox cannot supply a product as ordered by the Customer, Strongbox reserves the right to offer a products of equal or superior performance at no extra cost. In such a case, if the Customer does not wish to accept the alternative specification offered, he or she may cancel the order and require the refund of any money paid to Strongbox in respect of that order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

9 Trade names and Trade Marks

9.1 Trade names and marks (other than Strongbox) 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.

9.2 In the case of component purchases, Customers requiring a particular brand of product should, before placing an order, check with Strongbox the identity of the manufacturer of component it is proposed to purchase.

10 Warranties

10.1 Strongbox is committed to providing our customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective.

10.2 Unless otherwise stated in the manufacturer's documentation, all machines delivered carry a 3 Year no quibble warranty from delivery date.

10.3 Year one includes engineer and parts on site NBD in UK and 48 hours in Europe

10.4 Years 2 and 3 is a return to base warranty for parts and labour only

10.5 Warranties are considered null and void if the anti-tamper stickers have been removed on any products

10.6 Warranties are also considered null and void if the customer has installed their own components into a Strongbox Product which may have caused a fault or failure. In either of these events warranty fixes will be undertaken by Strongbox at a chargeable rate including the cost of

collection, labour, parts and redelivery at an estimated cost to be agreed with the customer prior to the commencement of any work.

10.7 Strongbox Warranty does not extend to customer's software unless the customer enters into a maintenance and support contract with Strongbox. Any products returned with possible faults caused by third party software or out of date drivers are not included for warranty fixes and if Strongbox is requested to repair said faults a quote will be provided which must be agreed by the customer prior to the commencement of any work.

11 Returns:

11.1 In the event that Strongbox, at its sole discretion, agrees to accept the return for credit of unwanted products, the following criteria must be adhered to:

11.2 A written authorisation for return together with a return number ('RMA Number') must be obtained from Strongbox

11.3 Products must be returned with Strongbox's within 7 days of delivery.

11.4 The products must be unopened and in perfect re-saleable condition.

11.5 All goods returned in these circumstances will be subject to a handling fee of 25% of Strongbox sale price for the goods

11.6 Any defacement of the manufacturer's packaging or damage caused by inadequate packaging may result in the rejection of the return or an additional restocking fee, at Strongbox sole discretion.

11.7 Strongbox cannot accept liability for packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.

11.8 Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by courier, and to insure the goods for their full value.

12 Faulty returns:

11.1 Clause 10.9 applies

12.2 If following the testing process, the product is found to be in good working order without defect, we will return the product 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 a replacement product before completion of the testing process, you will have to pay for this product also.

13 Strongbox liability

13.1 In its dealings with Customers, Strongbox shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships loss of data and other

financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods, which we may be liable to refund to you, in whole or in part, if the goods are faulty or do not comply with their description). Strongbox liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

14 Force Majeure

14.1 Where, in spite of its reasonable efforts, Strongbox is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Customer.

15 Errors and Omissions

15.1 Strongbox makes every effort to ensure that all prices and descriptions quoted in its website are correct and accurate. However, the frenetic tempo of e-commerce makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, Strongbox will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. Strongbox's liability in that event will be limited to the return of any money the Customer has paid in respect of the order.

16 Sale and Purchase

16.1 Strongbox shall sell and the Customer shall purchase such quantities of the Products as may be ordered by the Customer

17 Liability

17.1 Except to the extent expressly provided in Strongbox Terms and Conditions of Sale, if applicable, Strongbox makes no warranty, express or implied, or representation whatsoever regarding the website or the Content or any advertising, services or products provided through or in connection with this website.

18 General

18.1 If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

18.2 These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the exclusive jurisdiction of the English courts in respect of any matter arising in connection with these Terms and Conditions and/or this web site. This web site is controlled and operated by Strongbox from its offices in England.