









unwanted machines, the items must be returned with ~~6WURDR&RPSWHUV/WG~~ prior written agreement within 7 days of delivery. The machines must be unopened and in perfect re-saleable condition. All goods returned in these circumstances (except where the Consumer Protection (Distance Selling) Regulations 2000 apply, (see Clause 16) will be subject to a handling fee of 25% of ~~6WURDR&RPSWHUV/WG~~ sale price for the goods

11.1 All returned machines (except those returned under Clause 14) must be accompanied by ~~6WURDR&RPSWHUV/WG~~ Returns Material Authorisation number ('RMA Number') which can be obtained by contacting Customer Services. Returned machines will not be accepted without an RMA Number. Do not write directly on the manufacturer's packaging. Please write the RMA number on the address label provided with the Returns Material Authorisation and attach it to the returned package. 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 Computers Ltd** sole discretion.

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

11.3 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.

11.4 On receipt of the returned machine, we will test it to identify the fault you have notified to us.

11.5 If following the testing process, the machine is found to be in good working order without defect, we will return the machine 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 machine before completion of the testing process, you will have to pay for this product also. This Clause does not apply to Consumers returning machines pursuant to Clause 14

11.6 Unless otherwise stated in the manufacturer's documentation, all machines delivered to a UK mainland address carry a **Strongbox Computers Ltd** warranty of 2 years. Customers who wish to make a warranty claim must comply with the **Strongbox Computers Ltd** instructions and warranty procedure. If you are a consumer, this does not affect your statutory rights.

11.7 This warranty shall not apply if the machines have been worked upon, altered or damaged in any way by the Customer or its employees or agents.

11.8 No software on which seals have been broken can be returned for credit. If any software discs are faulty, the **Strongbox Computers Ltd** will replace them. If you are a consumer this does not affect your statutory rights. Please note Software Licences are non returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.

11.9 Some software manufacturers require goods to be returned within 7 days or less in order to secure refund. In such instances the manufacturer's time limit will apply and therefore **Strongbox Computers Ltd** will only accept a return within 7 days of purchase or the software manufacturer's time limit, if that limit is less than 7 days. We can only accept the return of a defective product that does not meet the description, if they are returned to us within 7 days. Beyond that period you will be deemed to have accepted the software and you must therefore check the software promptly on receipt.

## 12. liability

12.1 In its dealings with Business Customers, ~~6WURDR&RPSWHUV/WG~~ 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 Computers Ltd** liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

### 13. Force Majeure

13.1 Where, in spite of its reasonable efforts, **Strongbox Computers Ltd** 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.

### 14. The Consumer Protection (Distance Selling) Regulations 2000

14.1 Contracts for the purchase of goods by a Customer not acting in the course of a business and made by email or telephone, are, with the exception of certain excepted contracts, subject to The Consumer Protection (Distance Selling) Regulations 2000 ('the Regulations').

14.2 If the Regulations apply, Customers may cancel goods purchased from **Strongbox Computers Ltd** by sending a written notice of cancellation by post or hand delivery addressed to Customer Services by email to [info@strongboxtechnology.com](mailto:info@strongboxtechnology.com)

14.3 The notice of cancellation must be delivered within 7 working days of the day after date of delivery of the machines.

14.4 The Customer will be responsible for the cost of returning the machines if he or she exercises this right of cancellation under the Regulations.

### 15. Errors and Omissions

15.1 **Strongbox Computers Ltd** 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 Computers Ltd** 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 Computers Ltd** 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 Computers Ltd** Terms and Conditions of Sale, if applicable, **Strongbox Computers Ltd** 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 Nothing in these terms and conditions affects your statutory rights as a Consumer.

18.2 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.

18.3 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 Computers Ltd** from its offices in England.