

Ultratec Limited – Terms for Online Sale

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.

1.2 **These terms cover all countries.**

1.3 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

1.4 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are not buying the goods for business use. When you provide details to open an account with us you should select whether you are a business customer or consumer and fill in the extra details required for business customers at that time.

1.5 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Ultratec Limited, a company registered in England and Wales. Our company registration number is 03167002 and our address is Ultratec House, Unit 1, Stevenage Business Park, Eastman Way, Stevenage, SG1 4SZ. Our UK registered VAT number is GB676556193.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 (0) 1438 211200 or by writing to us at info@ultratec.co.uk or by post at Ultratec House, Unit 1, Stevenage Business Park, Eastman Way, Stevenage, SG1 4SZ.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** We are able to take payment for the goods at the point of order however, please note that the order acknowledgement email you will receive shortly after placing your order and making payment does not constitute a binding contract between us. The contract between

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us will come into force when we or our courier emails you to confirm dispatch of your order and at this time you will receive a copy of the invoice.

- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this by email or telephone and will make the appropriate refund to the payment card. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we acknowledge your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **We sell and deliver to most of the world.** We do promote our products for worldwide sale but we reserve the right decline your order if the delivery address is not accessible by our courier, the delivery address is in a country where sanctions apply (so far as this may apply to any of the products) or the product is not licensed for sale in that country, or for any other reason at our discretion and control. Countries that we do not deliver to will not be selectable on the website when entering an address.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us as soon as possible. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1 **Minor changes to the products.** We may change the product:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

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7. PROVIDING THE PRODUCTS

- 7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.
- 7.2 **When we will provide the products.** During the order process we will let you know when we anticipate that we will be able to provide the products to you but this may be an estimate only where your delivery address is distant from the UK or otherwise remote or involves several stages of transport. We will deliver the goods to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 9am to 5pm (UK time) on weekdays (excluding public holidays).
- 7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.
- 7.7 **When you become responsible for the goods.** Goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.8 **When you own goods.** You own the goods once we have delivered them to you and we have received payment in full.
- 7.9 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.10 **We may also suspend supply of the products if you have a payment account with us and do not pay in accordance with the payment terms (Business customers only).** If you do not pay us for the

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products when you are supposed to, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 14.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 7.10 (a)).

- (a) **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the statutory rate of interest (S17 Judgments Act 1838). This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7.11 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to cancel your order if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 60 days and we will refund any sums you have paid in advance.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see clause 13** if you are a consumer and **clause 14** if you are a business;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
- (c) **If you are a consumer and have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.6.**

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

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- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 60 days; or
- (d) you have a legal right to end the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** You have 14 days after the day you (or someone you nominate) receives the goods, unless your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

8.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of any products which become mixed inseparably with other items after their delivery.

8.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. WARRANTY PERIOD

For quality refurbished items the warranty period is 6 months from despatch.

For new items the warranty period is one year from despatch. New products may carry a balance of additional manufacturer warranty after the warranty period has expired.

10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

10.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by using the PROFILE -> ORDERS RETURNS  links on our website.

10.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either post them back to us at Ultratec House, Unit 1, Stevenage Business Park, Eastman Way, Stevenage, SG1 4SZ. Please use the Cancellation / Returns  link on our website to arrange for a return label. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

10.3 **When we will refund the costs of return.** We will refund the costs of return:

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- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong or;

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

10.4 **Returning products.** We do not offer a collection service for returns.

10.5 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

10.6 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

10.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then if we have not offered to collect the goods from you, your refund will be made within 14 days from the day on which we receive the product back from you. For information about how to return a product to us, see clause 10.2.

11. OUR RIGHTS TO END THE CONTRACT

11.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, an address to which delivery is possible; or
- (b) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

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11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can use the website CHAT service, via your PROFILE -> ORDERS using the **Q** link. You can telephone our customer service team at 01438 211200 or write to us at info@ultratec.co.uk or to Ultratec House, Unit 1, Stevenage Business Park, Eastman Way, Stevenage, SG1 4SZ.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

13.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions.

If your product is, for example or a laptop, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- For new products, during the Warranty Period: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

13.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must first obtain an RMA (Return Material Authorisation) number. Please see PROFILE -> ORDERS RETURNS  link on our website to obtain an RMA number. Once you have received the RMA number you will be provided Instructions for the return the goods.

14. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

14.1 If you are a business customer we warrant that for the **Warranty Period** any products which are goods shall:

- (a) conform in all material respects with their description and any relevant specification; and
- (b) be free from material defects in design, material and workmanship;

14.2 Subject to clause 14.3, if:

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- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 14.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our discretion, repair or replace the defective product, or refund the price of the defective product in full.

14.3 We will not be liable for a product's failure to comply with the warranty in clause 14.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 14.2(a);
- (b) the defect arises because you failed to follow our instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) you alter, tamper with or repair the product without our written consent; or
- (d) the defect arises as a result of wilful damage, negligence, or abnormal working conditions.

14.4 Except as provided in this clause 14, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 14.1.

14.5 These terms shall apply to any repaired or replacement products supplied by us under clause 14.2.

15. PRICE AND PAYMENT

15.1 **Where to find the price for the product.** The price of the product (which excludes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the product you order.

15.2 **Payment of VAT.** VAT will be added to the price where you are either (i) a consumer within the EU or (ii) a business customer who has not provided VAT registration details. We will pass on changes in the rate of VAT as applicable; if the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

15.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could

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reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- 15.4 **When you must pay and how you must pay.** We accept payment with Mastercard, Visa, American Express and PayPal. We will take payment at the point you make your order but this does not mean that we have accepted your order. Certain business customers may open accounts with us and pay on an invoice rendered basis where payment is due within 30 days of invoice date.
- 15.5 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 15.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. Where clause 7.10 applies you will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**
- 16.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.
- 16.3 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.
- 17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**
- 17.1 Nothing in these terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

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- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

17.2 Except to the extent expressly stated in clause 14.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

17.3 Subject to clause 17.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the price paid to us in respect of the Contract from which the liability arises.

18. HOW WE MAY USE YOUR PERSONAL INFORMATION

18.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

18.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

18.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

18.4 See our Privacy Notice for further information about how we may use your personal information and use of cookies on this website.

19. OTHER IMPORTANT TERMS

19.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

19.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

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- 19.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 19.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 19.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by the laws of England and Wales. If you are resident in England and Wales you can bring legal proceedings in respect of the products in the courts of England and Wales. If you are resident outside England and Wales you can bring legal proceedings in respect of the products in your local court.
- 19.7 **Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint through the ODR platform and if you are not satisfied with the outcome you can still bring legal proceedings. <https://webgate.ec.europa.eu/odr/main/>
- 19.8 **Which laws apply to this contract and where you may bring legal proceedings if you are a business customer.** If you are a business customer, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
- 19.9 **Changes to these terms.** We reserve the right to change these terms at any time by posting changes on the Website. It is your responsibility to review Ultratec Terms for online Sale regularly to ensure that you are aware of the latest terms. We recommend that you print off and retain for your records a copy of these terms from time to time.