

## **CIRCUIT UK LTD**

### **TERMS AND CONDITIONS**

All customers and visitors to the website agree to be bound by the terms and conditions stated when using any of the services offered by Circuit UK.

All goods sent to us are covered with insurance against loss.

By accepting a quotation or an estimate for any of the Products and/or Services issued by Circuit UK the customer will be deemed to be in acceptance of these terms and conditions.

#### **WARRANTY**

The warranty period commences at the date of delivery to the customer.

Circuit UK offers a 3 month return to base warranty on all repairs carried out and parts supplied by the company. This is specific to the parts and services supplied by Circuit UK and subsequently Circuit UK will not be responsible for any damages that are not incurred by Circuit UK. The warranty will not be valid in the following circumstances;

- Damages caused by any impact damage.
- Damages caused by any electrical/power surge.
- Damages caused by any attempt by any other party other than Circuit UK to effect repairs, open or modify.
- Damages caused by any liquid ingress.

If the warranty is void the repairs will be carried out at the standard rate.

Any "Non Warranty Repair" will be treated with equal priority to that of the typical repair work carried out for customers.

Circuit UK, to the extent that it is permitted to do so, hereby assigns the benefit of any guarantee or warranty covering any defects in Products received by Circuit UK under an agreement with the manufacturer or supplier of the relevant Product.

The warranty of the manufacturer or supplier is in lieu of all other terms or conditions whether expressed or implied concerning the quality or fitness for purpose of Products and all such other terms and conditions are hereby excluded.

In the event that the Warranty parts are not available the client will be informed of the delay and the revised expected repair time.

The repaired item will be returned, at no cost, by a method chosen by Circuit UK.

The warranty on chargeable repairs as follows: -

- Labour 3 months from date of return.
- Parts 3 months from date of return.

#### **COLLECTION AND DELIVERY**

Should you take out our courier collection service this should take place next business day if arranged before 2pm. The cost for this service is £12.49 (excl. VAT).

All return deliveries by courier will be at a cost of £12.49 (excl. VAT).

Claims for damage or loss of equipment during shipment/collection by our courier are in accordance with the courier and insurance companies terms and conditions. Any damage of goods should be

reported within 24 hours.

### **CARRIAGE**

Same day collections can only be arranged if requested before 12 noon. Collections and Delivery costs for outside Mainland UK are extra.

### **NON COLLECTED REPAIRS**

In the instance where equipment is not collected or for which no payment is received or no other instructions given, then Circuit UK will provide 90 days notice to dispose of the goods for recovery of any outstanding payment and to release storage. We reserve the right to charge the customer for storage at a rate of £3 a day from a period of 14 days after notification of completion of repair, or otherwise, until such time as the goods are disposed of.

### **PRICE**

All prices for Products or Services stated in any quote, estimate or Acceptance of Order are those current at the time of the Customer's enquiry by phone, by email or any other acceptable means.

After the acceptance of an order Circuit UK will not increase the price of any product.

All quoted prices are exclusive of VAT and carriage. VAT and/or carriage will be added to the agreed price if applicable.

### **PAYMENT**

Payment method is by agreement, but options are; cheque, money order, cash, debit/credit card, PayPal or direct bank transfer.

The customer agrees that payment for services and carriage is non-refundable and parts or equipment fitted or supplied will be replaced only if found faulty and/or covered by the manufacturer's warranty.

The Customer should allow at least three (3) Business Days for the payment to be credited to Circuit UK's account. Circuit UK reserves the right not to release any Products or provide any Services until all such payments are cleared and credited to Circuit UK's bank account.

If any payments are overdue the Customer may be placed on credit hold and no further Products or Services will be delivered or made available to the Customer until all payments due to Circuit UK under the Contract have been paid. The Circuit UK may at its discretion, withdraw credit facilities in the event of any breach of this contract by the Customer.

All payments made by the Customer to Circuit UK shall be in pound sterling in immediately available funds free and clear of any right of set off or counter claim or any withholding or deduction whatsoever.

The customer agrees to make all payments due under this contract irrespective of any dispute or claim the Customer may have with or against any third party.

The customer agrees that payment for services and carriage is non-refundable and parts or equipment fitted or supplied will be replaced only if found faulty and/or covered by the manufacturer's warranty.

We reserve the right to take legal action to recover any debts.

We reserve the right to apply an administration charge for late or non-payment of an account. This fee shall not exceed £150 + VAT plus the amount outstanding.

## **LIABILITY**

In no event will Circuit UK be liable for any loss of data or loss of revenue or profits or before, during or after services, even if Circuit UK has been advised of the possibility of damages or loss to persons or property.

Circuit UK's liability of any kind with respect to the services, including any negligence or delay in delivery of service on its part, or loss of equipment or media, shall be limited to the quoted price for the services.

The Customer must be aware of the inherent risks of damage to media or equipment that is involved when undergoing data recovery or computer repairs, including without limitation, risks due to destruction or damage to the media or equipment and/or data stored and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of Circuit UK. The customer agrees not to hold Circuit UK responsible for any damage or loss of equipment or media or data loss. In case of any damage or loss to the original media or equipment, the liability of Circuit UK shall be limited to providing the customer with similar media or equipment of comparable price or capacity.

Any advice or recommendations given to the Customer by Circuit UK or its employees or agents as to storage, application, use or preference of the goods which is not confirmed in writing by The Circuit UK, is followed or acted upon entirely at the Customer's own risk and accordingly Circuit UK shall not be liable for any such advice or recommendation which is not so confirmed.

While Circuit UK will make every effort to preserve the integrity of any equipment under repair, the Customer agrees not to hold Circuit UK responsible for any accidental damages to the equipment in its possession including but not limited to surface scratches, deformations and cracks.

Nothing in these terms and conditions excludes or restricts Circuit UK's liability for death or personal injury resulting from any negligence or fraud on the part of Circuit UK.

Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## **DISCLAIMER**

No responsibility can be made for equipment which may deteriorate during inspection/repair.

We cannot accept any responsibility for the expiration of the manufacturers original warranty should a repair/inspection have been carried out.

No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

## **SOFTWARE**

The installation and configuration of software is excluded from Warranty and Non Warranty repairs. Circuit UK takes care to protect your data, but can not be liable for its damage or loss. Please ensure you have taken adequate software backups before despatching the equipment to us for repair.

All computers repaired in Circuit UK workshops are checked for viruses and are free from viruses before delivery to the customer. Circuit UK is not responsible for any virus infections that are inherent before receipt of the computer(s) or which occur after the customer has received the computer(s). A charge will apply for the removal of any virus(es) in the computer(s) after the delivery of the computer(s).

## **CONFIDENTIALITY**

Each party shall treat as confidential all information obtained from the other which is specifically designated as confidential or proprietary and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent.

## **DEFINITIONS AND INTERPRETATION**

In this Agreement the following terms shall have the following meanings:

"Circuit UK" means Circuit UK, Unit 6, Unit 6, Golborne Enterprise Park, Kidglove Road, Golborne, WA3 3DR;

- "Service" means collectively any online facilities, tools, services or information that Circuit UK makes available through the Web Site either now or in the future;
- "System" means any online communications infrastructure that Circuit UK makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
- "User" / "Users" means any third party that accesses the Web Site and is not employed by Circuit UK and acting in the course of their employment; and
- "Web Site" means the website that you are currently using (<http://www.Circuituk.com>) and any sub-domains of this site unless expressly excluded by their own terms and conditions.
- "Business Day" means any day other than a Saturday, Sunday or a public or bank holiday in England, Wales, Scotland or Northern Ireland;"
- "Contract" means a contract for the purchase by the Customer of Products or Services from Circuit UK incorporating these terms and conditions and arising from the acceptance by Circuit UK of an Order;"
- "Customer" means the person, firm or company ordering Products or services;
- In the following, 'we', 'our', or 'us' means Circuit UK, and 'you', 'your' or 'the customer' means you the subscriber to our services. 'Services', or 'account' refers to services provided by us to you.
- "Confidential Information" means all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of Specifications and relating either to the Products or Services, the Seller or the Buyer (as the case may be);

All other words and expressions are to be given their normal English meaning taken in the context of the Contract. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.

## **LAW AND JURISDICTION**

These terms and conditions and the relationship between you and Circuit UK shall be governed by and construed in accordance with the Law of England and Wales and Circuit UK and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

## **NO WAIVER**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## **WAIVER**

The waiver by either party of a breach or default of any of the provisions on this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operate as a waiver of any breach or default by either party.