

Terms & Conditions
These Terms and Conditions are effective from March 01, 2009 until further notice

1. DEFINITIONS

"You, the Customer" a person or company buying Products from us.
"Consumer" a private person buying Products for private use. If you are a Consumer, please find your specific rights and exceptions in Section 6.
"CESIS(us, our, we)" the Product seller as identified on your invoice and, where relevant, Service Provider.
"Built To Order (BTO)" products built to your specification.
"Manufacturer (OEM)" Original Equipment Manufacturer.
"Order Confirmation" formal acknowledgement of Product ordered by you, sent by us.
"Price" stated in Order Confirmation.
"Product" as described in Order Confirmation.
"Service Provider" Our representatives and those of our suppliers or OEM manufacturers that provide services.
"3rd Party Products" All Products that were not sold by us. All Products not sold at the same time as this order.
"Software" computer operating systems, middleware or applications.
"Service" means general service and support carried out by CESIS, our suppliers, our Service Providers and OEM manufacturers and their Service Providers that may be provided as part of warranty or paid for separately.

2. APPLICATION This Agreement applies to this sale and any sales made through this web site or by any other means and all statements made by us in brochures, price lists, adverts, quotations, on the internet including auction sites or verbally. Any variations to this Agreement must be confirmed by us in writing. Any other Terms and Conditions are excluded. Placing your order means acceptance of this Agreement.

3. QUOTATIONS/ORDERS/CONTRACT Quotations are only valid in writing and during the period that they state. If unstated, the period is 5 days. Orders may be received by writing, internet, telephone or fax but are only binding when accepted by us in a written Order Confirmation. Please check the Order Confirmation and notify us of any mistake in writing immediately or the details stated in the Order Confirmation will apply to this Agreement. CESIS reserves the right to change Products (incl. 3rd Party Products) at any time but guarantee you at least equivalent functionality and performance. We reserve the right to cancel all quotations at any time for any reason including price increases and availability shortages and we will be held harmless in all respects.

4. PRICE & PAYMENT TERMS Prices for Products and Services, tax, shipment, insurance and installation are as shown on your Order Confirmation. Changes to exchange rates, duties, insurance, freight and purchase costs (incl. for components & Services) may cause us to adjust prices accordingly but only until your payment has been made and has cleared. Payment will be made before supply or Service. Payment is not received until it has cleared into our bank account. Payment timing is of the essence. We may suspend deliveries or Service until full payment for that order. If payment is late, and you purchase as a company, the maximum statutory interest rate will apply on the late amount and if you purchase as a Consumer, interest will be at 2% above the minimum lending rate on the late amount. In either case the costs of recovery shall be payable by you. Cheques may only be accepted conditionally. Credit cards and online payment systems (PayPal & NoChex) may only be accepted conditionally. Bank transfers may only be accepted conditionally. All payments are in British Pounds. Unless prior agreement is made delivery can only be to your confirmed billing and delivery address as provided by your credit card issuer or online payment provider. Delivery times are subject to delays caused by payment clearing times.

5. DELIVERY/TITLE/RISK The delivery periods stated on our web site and elsewhere are approximate. Delivery by instalments may be made. The place of delivery is stated in the Order Confirmation and cannot be changed unless agreed by us. Title to Product passes on full payment and until then you must insure and store our Products separately and you may not modify, pledge or sell them. We may enter the storage premises to repossess the Products. Should you sell them before title passes, you will become our agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. CESIS may sue for the Price before title passes. If you refuse delivery without our agreement, you must pay our expenses or loss resulting from that refusal including but not limited to storage costs, legal costs and all other delivery charges including return of Product to our premises, until you accept delivery. Risk of the loss of the Products or damage to the Products passes to you on delivery. When Products are signed for at your delivery address by any person or any person at a neighbouring address risk of loss and damage pass to you. Although carriers may attempt delivery more than once as a courtesy or as part of an agreement with us or our suppliers they and us are only required to attempt delivery once. If our carrier requires an additional fee to attempt delivery again the fee is payable by you. When a carrier attempts delivery and is unsuccessful due to any reason caused by you they will return the Products to their location and hold them for a "Hold Period" no shorter than 2 days and no longer than 2 weeks. Where a second delivery attempt is not offered you are required to collect the Products yourself from the carrier within the "Hold Period" or pay any necessary fees for re-delivery or the Products will be returned to us. If Products are returned to us you will be required to pay the actual delivery charge charged to us by a carrier, including VAT, for re-delivery. We may at our choosing pay fees for re-delivery but are not required to do so.

6. CONSUMER RIGHTS If you are a Consumer you may cancel your purchase at any time within 7 working days of receipt without cause and receive a refund of the Price paid. To cancel you must inform us via our web site's 'Contact Us' page and return the Products immediately, in the same condition you received them and at your own cost and risk. For your own protection you must use a secure delivery method which requires a signature upon delivery. You are required to pay the cost of return delivery and to insure the product for its full value. You are responsible for any damage caused by you or the carrier. At our choosing we may select the carrier, the service level and the insurance cover. You must not open the shipping box or package or outer packaging or anti tamper wrap or break any seals if you do not intend to keep the product. If your purchase includes Services including but not limited to installation services, repair services and general product maintenance services the 7 day period starts immediately. Products that you have chosen to upgrade or downgrade can be cancelled however built to order Products and Products purchased by us on request for the sole purpose of supplying to you cannot. Where we have substituted goods with your approval and you cancel those goods within 7 days of receipt we will pay for the return of those goods that were substituted. If you cancel your order or any part of an order we may enter the storage premises to repossess the Products at any time. If you cancel your order and do not return the Products within 28 days you agree to pay the Price of the Products to us as compensation. Your lack of internet access does not entitle you to any extension to the time limits stated in this section. Any statutory Consumer rights are unaffected by this Agreement. This section does not apply to any business customer or user.

7. ACCEPTANCE When you receive Product you must inspect it for any defects or non-conformity within 24 hours. After this period you will have accepted the products as in satisfactory condition and working order. If we agree to the return of Product at our choosing it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable by you according to the terms of Section 8 'Product Returns'.

8. PRODUCT RETURNS You must only return products to us when we have provided authorisation to you by means of a Return Merchandise Authorisation number (RMA). Only those Products for which the RMA number was issued can be returned. You cannot return any item without a Return Merchandise Authorisation number. If you believe your Products have been delivered faulty or damaged please notify us within 24 hours of delivery using the contact form on our web site. If we agree the Products are faulty we may at our choosing issue a RMA number to return the Product or send a courier to collect or contact the OEM manufacturer to repair the Product. If it is determined by us that the product was delivered to you faulty we will pay all carriage charges. No software can be returned for any reason whatsoever. You will be responsible for the products until they reach us. The shipping cost and the safe transit of the Products are your responsibility until received by us. For your own protection you must use a secure delivery method which requires a signature upon delivery. You must inform us of the carrier you will be using prior to returning any products and to inform us of the level of service, the amount of proposed insurance and an estimated despatch and delivery time. At our choosing we may select the carrier, the service level and the insurance cover. Notification should be made via our "Contact Us" form on this web site. Products should be returned complete (including all packaging, cables, manuals, CD's etc for that product) and you will be charged for missing items and damaged packaging. If the product is returned to us and found to be faulty or damaged we will at our choosing provide either a refund including your costs to return the product or provide a replacement product of similar or better specification excluding any cosmetic specification. If Products are returned to us and found not to have a fault they will be returned to you at your expense payable in advance. If Products are returned to us and damaged by you or your carrier they will be returned to you at your expense payable in advance. If we send a courier to collect and the Products are found not to be faulty or damaged by you the Products will be returned to you and you will be responsible for the carriage both ways payable before Product is returned. For larger items you may request or we may insist that we send a courier to collect the products that are being returned. If we agree this service will be paid for from the proceeds of your refund if a refund is made. For any other reason and for up to 14 days from the date you placed your order or in the case of Products won on an auction site the date the auction finished you may request to return products. At our choosing we may approve your request but under no circumstances are we required to do so. You will be responsible for the return postage costs and for insuring the Product during transit as well as the following costs:

- i. For used Products a restocking fee of 20% of the original sale price including the proportioned part of the delivery fees for that order will be charged and deducted from the refund.
- ii. For new Products a restocking fee of 20% of the original sale price including the proportioned part of the delivery fees for that order will be charged and deducted from the refund.
- iii. Any products returned without the original packaging or where the packaging is not in the original brand new or used condition in which it was supplied will be charged an additional 25% of the original sale price including the proportioned part of the delivery fees for that order.
- iv. Any products that are returned damaged will be charged an additional cost equal to the repair or replacement price as quoted by the OEM manufacturer or supplier or other Service Provider. Items damaged by your carrier will be treated the same as if damaged by you and all charges will apply and will be deducted from any refund. It will be your responsibility to make a claim against your carrier.

v. Missing items will be charged for at their retail replacement cost.

The maximum amount charged where items are returned damaged by you or your carrier is the full purchase price of the product including the proportioned part of the delivery fees for that order. It will be your responsibility to claim through the insurance provided by your carrier. If we mutually agree that we should send a courier to collect the Products that are to be returned you will be charged the actual cost charged to us by our courier as a collection charge and all other charges described above will still be chargeable if applicable. Each time a courier attempts to collect the Products and the Products are not made available to the carrier for collection you will be charged the courier's collection fee. You will make available to us any and all information provided to you by any carrier used to transport Products to you or to us. This includes copies of receipts and accompanying information via fax, in the post or email as requested by us. If requested you agree to send the original items. Any refunds will be less all deductions where applicable and as stated above.

9. WARRANTY If your purchase breaks down a warranty may be provided by us or our supplier or the OEM manufacturer to cover repair or replacement but unless product information specifically states a warranty is included in the Price of the Product a warranty is not included. Warranty information is provided on the product's information page and in the case of online auctions any warranty will be disclosed on the auction site. For 'Return to Base' (RTB) warranties the Customer is responsible for the carriage charge both ways unless otherwise stated. Unless stated in a Product's information page or in the case of auction items in the "Item Description" no software of any kind including but not limited to Operating Systems and drivers is covered by any warranty of any kind. Unless otherwise stated the warranty when supplied with a new Product is limited to 90 days from the manufacturer. Unless otherwise stated used and refurbished and outlet Products carry no warranty and are sold as seen. Unless otherwise stated batteries are excluded from all warranty. All software is sold without warranty and cannot be returned for any reason whatsoever. Warranty will begin the day your order is accepted by us and not the day the Product is delivered. A 90 day manufacturer's warranty may be sold as a 1 year warranty if the manufacturer does not charge for parts or labour for 1 year and only charges you for carriage to and from the repair facility. Actual warranty coverage may be up to 30 days less than the description. You agree to assist where required in the diagnosis of any suspected hardware or software faults that are covered by warranty. This includes but is not limited to diagnostic tests requested over the telephone and via email by us or the manufacturer of the Product. Refusal by you to assist in diagnosing faults is cause to void your warranty for the product without compensation to you. In all cases where you request a 3rd party to service or repair or upgrade any Product sold by us you are responsible for all costs and these costs are not recoverable under the terms of this agreement for any reason. If you or a 3rd party at your request violate the terms of your warranty the warranty for that Product will be terminated without compensation from us or the OEM manufacturer unless previously agreed in writing by us or the OEM manufacturer. We may repair the item on behalf of CESIS or the OEM manufacturer or where provided in the warranty details for that product an on site repair and / or diagnostic visit may be made by one of our engineers or the OEM manufacturer's engineers or representatives. In all cases we determine the level of service unless the manufacturer insists otherwise in which case it will be the responsibility of the manufacturer to resolve the issue. Where required by us to replace equipment deemed by us, our suppliers or any manufacturer as a 'Customer Replaceable Unit' you agree to replace the equipment or component yourself and to return the faulty parts or make them available for collection at our choosing. Products sold with "On Site" warranty can be collected by us or the OEM manufacturer for factory or workshop diagnostic checks and general fault finding as well as repair. All warranties that include a timed response e.g. Next Business Day require the timed response only after the warranty issuer has determined that a fault exists. Timed responses and "On Site" service do not include on site visits for the purpose of diagnosing faults unless stated otherwise. Failure to arrive at your location within the times required by the terms of the warranty is not cause to cancel this agreement and no compensation is payable for any reason. Product may be serviced, repaired or upgraded by us or others after manufacturing at the OEM's factory. We reserve the right to upgrade new and used product with OEM and non OEM products and parts as deemed by us to provide the specification of the product sold. You agree to replace OEM and non OEM products, parts and components deemed by us to be "Customer Replaceable Units". Where we provide the warranty we can replace parts with generic parts that are not sourced from or recommended by the OEM provided they are of a similar or better specification as determined by us. When requested you agree to return any "Customer Replaceable Unit" for testing. Parts not critical to Product function (e.g.: hinges and covers, doors, catches, cosmetic features, frames) are not covered by the terms of the warranty or this agreement and there is no obligation to replace them. Any delay in providing these parts is not a breach of this agreement or the warranty. If we determine that the Product should be returned for repair, replacement or a refund the original packaging in good condition will be required for safe transit and to facilitate exchange with the supplier. It is your responsibility to keep the original packaging in good order and where a supplier charges us for these items the cost will be charged back to you. Any warranty is given in place of all implied warranties and implied warranties are excluded to the fullest permitted extent.

Neither us, our suppliers or the OEM manufacturer provide any warranty guarantee protection for:

- i. damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or you;
- ii. damage caused by any party (except us) or other external force;
- iii. fitness for any particular purpose;
- iv. 3rd Party Products or Software. You will receive the warranty or licence for these products directly from their manufacturer or licensor;
- v. any instruction given by you and correctly performed by us.

10. SERVICES including warranty services will be provided by us, our suppliers, our service providers, the OEM manufacturer or their Service Provider. Response times are estimates and may vary according to the remoteness or accessibility of Product location. Service may be provided via telephone or internet where appropriate. You must allow us and our suppliers and the OEM manufacturer to examine Product at your premises or any other location of our choosing. We are not required to perform services at any location for any reason other than the original delivery address. We or the OEM manufacturer owns any replaced Product or parts resulting from repair and we or the OEM manufacturer will charge Customer if these are not returned upon request. Unless stated in any warranty information, the following are excluded from Service and Warranty: work outside local working hours (9.00AM to 5.00PM), weekends or on public holidays, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, diskettes, batteries, unnecessary work as deemed by us or our supplier or a Service Provider or OEM manufacturer, electrical environment, transfer of data or Software, viruses. 3rd Party Products will be repaired according to manufacturer or licensor warranty. Parts not critical to Product function (e.g.: hinges and covers, doors, catches, cosmetic features, frames) may not be serviced within Service Offering time period.

When you hire us to repair or upgrade your computer the following applies:

- i. The cost of the repair or upgrade service includes labour only, it does not include parts or consumables. Parts and consumables are charged for separately and added to your order. Collection and delivery charges may be payable and VAT may be added. You agree to pay the order total.
- ii. Parts will be offered to you new, used and refurbished when available and it will be your choice which to use.
 - a) New parts will have a limited manufacturer warranty. If a new part fails you can seek a replacement within the warranty period from the manufacturer or their agent and there is no liability on our part to provide a replacement part or additional services without additional payment.
 - b) Refurbished parts will have no more than 30 days warranty. If a refurbished part installed by us fails you can seek a replacement part within the warranty period from us and there is no liability on our part to install or replace the part or provide additional services without additional payment.
 - c) Used parts will have no warranty. If used parts later fail there is no liability on our part to provide a replacement part or additional services without additional payment.
- iii. Chassis and case components may become damaged during an upgrade or repair. It is understood that this is not intentional and is sometimes unavoidable. We are not liable for replacing these parts and you may pay for these parts to be replaced or accept them as is.
- iv. All work carried out will be completed on an 'as is' basis with no warranty. It is understood that computer software can be corrupted unintentionally and we cannot prevent you or any software that is installed from corrupting or deleting your operating system, your drivers, your other software or your personal files. In all cases we will not be liable for damages.

11. BUILT TO ORDER PRODUCTS Built To Order (BTO) Products will be built in accordance with Customer's instructions and technical specifications. You will provide specifications for BTO Products and we will build the Product. You are responsible for all issues arising out of BTO Products including but not limited to suitability of BTO Product for your use and compatibility issues. Unless stated otherwise BTO Products are provided without warranty.

12. LIABILITY CESIS accepts liability for any private property loss or damage caused by the negligence or deliberate misconduct of CESIS, Service Provider or our employees, agents, subcontractors. This liability is limited to the Price paid for the Product and not the Price of the entire order. Unless otherwise stated, we, our suppliers, our service providers, the OEM manufacturer and their Service Providers do not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following our or the OEM's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure. In all cases you are responsible for your data including backing up and recording copies of your data to safe guard against any failure including but not limited to hardware or software failure. In all cases we, our suppliers, Service Providers and OEM manufacturers will be held harmless in the event of any data loss or corruption of any kind.

13. SOFTWARE is supplied subject to licence and warranty of the Software licensor. Unless stated otherwise we do not provide licenses for any Product that is not new and you agree to hold us harmless in this respect. It is your responsibility to ensure that you have the appropriate license to use any Product supplied by us or our suppliers including manufacturers. Operating Systems supplied on used Products are supplied only for demonstration purposes to show that the Product is capable of using that Operating System and to allow you a short period of time to evaluate the Operating System in accordance with the software licensor's terms. Where a Software licence is included with a Product where necessary; you must comply with that licence. If you choose not to accept any license or the terms thereof you are not entitled to any refund of any kind. Where used Products are supplied with existing Operating Systems, drivers and software or other files not stated in the Products description you are responsible for deleting these files to make the Product ready for your own files. We are not responsible for the content of any storage device supplied to you including hard disk drives.

14. THIRD PARTY INTERNET SALES AND AUCTION SITES

Product sold by auction at third party internet sales and auction sites including but not limited to the ebay.com and ebay.co.uk sites are exempt from Section 6 'CONSUMER RIGHTS'. If customer does not pay for their order and does not complete the transaction and publishes neutral or negative statements on a third party internet site the customer will be liable for all costs associated with removing or attempting to remove their statements including but not limited to legal fees. If our account with a third party internet site is suspended or terminated or otherwise impeded, restricted or penalised as a direct or indirect result of any attempt to enforce this contract with the customer or as a direct or indirect result of the customer filing any complaint the customer will be liable for all costs associated with attempting to reinstate our account including but not limited to legal fees. In all cases the customer agrees to pay all costs associated with removing any statements published by customer or customer's representatives that CESIS deem unfairly degrades its reputation including but not limited to legal fees.

15. EXPORT CONTROL You acknowledge that Product may include technology and Software which is subject to US and EU export control laws and laws of the country where it is delivered or used: you must abide by all these laws. Product may not be sold, leased or transferred to restricted / embargoed end users or countries or for a user involved in weapons of mass destruction or genocide without the prior consent of the US or competent EU government. You understand and acknowledge that US and EU restrictions vary regularly and depending on Product, therefore you must refer to the current US and EU regulations.

16. FORCE MAJEURE We, our suppliers, Service Providers, agents and OEM manufacturers are not liable for delays in performance (incl. delivery or Service) caused by circumstances beyond their reasonable control and will be entitled to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 90 days, this Agreement may be terminated by either party without compensation.

17. CONFIDENTIALITY Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information. This includes all technical information that is not already in the public domain. This includes software tools delivered to customer to diagnose or repair or update Product. Each party agrees that they shall not divulge the details of any transaction between the parties in any public forum including facts, opinion and comment or take any other action that may have a negative impact on the other party. Upon notification in writing (including via email) the party will remove all statements immediately. You agree to pay our costs including but not limited to legal expenses to remove your statements from any forum or web site.

18. TERMINATION We may terminate this Agreement with immediate written notice if you: 1) fail to pay on time, 2) breach or if we suspect you have breached export control laws, 3) have used Product or if we suspect you have used or intend to use Product for criminal activities, 4) if you attempt or if we suspect you have or intend to interfere with our computer systems or those of our suppliers, Service Providers or OEM manufacturers. Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 90 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

19. YOUR OBLIGATIONS AS A CUSTOMER You are responsible for:

- i. Your own choice of Product and its suitability for purpose;
- ii. Your telephone & postal charges in contacting CESIS, our suppliers, carriers, Service Providers and OEM manufacturers, if any;
- iii. Your telephone charges if your telephone is used by us, our suppliers, carriers, Service Providers and OEM manufacturers;
- iv. All postal and carrier charges unless stated otherwise;
- v. Any BTO specifications & instructions given by you;
- vi. Your legal costs.

You must provide us, our suppliers, Service Providers and OEM manufacturer's with all reasonable courtesy, information, cooperation, facilities and access to enable them to perform duties, failing which there will be no obligation to perform any Service or assistance. You are responsible for the removal of all products during Service that were not sold to you by us with that Product. You are responsible for the back up and confidentiality of all data in Product and all of your legal and regulatory requirements.

20. DATA PROTECTION Your data will be held and/or transferred in strict accordance with the applicable data protection laws and our own 'Privacy Policy' as well as the policies of our suppliers, carriers, Service Providers and OEM manufacturers. You consent to your personal data being transferred to any 3rd party as is required to perform delivery of Products or Services. If your data is transferred to a 3rd party they will be responsible for safeguarding your data and we will be held harmless in this respect. You agree that we can provide any or all of your information at our discretion to any law enforcement or fraud investigation department. Except in these circumstances your information will not be shared with any third parties unless required by law. Our 'Privacy Policy' can be viewed on our web site. Please note that your calls may be monitored and recorded for training and other purposes.

21. JURISDICTION English law and the exclusive court jurisdiction of the English courts will apply to this Agreement. The Vienna Convention on Contracts for the International Sale of Goods is excluded.

22. MISCELLANEOUS If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. CESIS may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class recorded post deemed delivered 48 hours after posting) and sent to a legal officer of either party.