INGRAM MICRO B2B TERMS & CONDITIONS OF SALE FOR SAMSUNG SPARE PARTS

DFFINITIONS

- 1. In these Conditions, the following definitions apply:
- 2. "Business Day" a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.
- 3. "Conditions" the terms and conditions as set out in this document. "Contract" the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
- 4. "Customer" the person or firm who purchases the Goods from the Supplier. "Goods" the goods (or any part of them) set out in the Order.
- 5. "Pro Forma Invoice" the pro forma invoice issued by the Supplier to the Customer outlining the price payable and Grade of the Goods.
- 6. "Order" the Customer's order for the Goods, being the order placed by the Customer with the Supplier via the Website www.buysamsungparts.com.
- 7. "VAT" means value added tax under the Value Added Taxes Act 1994 (or any replacement legislation)
- 8. "Website" means the website www.buysamsungparts.com

TERMS & CONDITIONS OF SALE

1. These Terms & Conditions govern your use of the Ingram Micro service and website and shall apply in addition to Ingram Micro's general <u>Terms of Use</u>. By visiting the Ingram Micro website you accept, and agree to, the content of these Terms & Conditions and to the <u>Terms of Use</u>. We reserve the right to change the Terms & Conditions at any time without prior notice to you and it is your responsibility to check regularly before ordering. This does not affect your statutory rights.

Terms of Contract

1. When you place an order via our website (https://buysamsungparts.com/) we will treat that action as an offer to buy. Once the order is placed you will receive confirmation in the form of an email and at this time, we enter into a contract with you.

Product Specifications & Suitability

Published product details, specifications and suitability information is the best available at the
time. Ingram Micro shall not be held responsible for the accuracy of any advice given regarding
the suitability (or otherwise) or the compatibility of any part/s required for the repair of a
Samsung appliance or device. If you have ordered an item that has an unsuitable product
description, we will remedy this by providing you a full refund upon the return of the item
within 30 days of purchase.

Products listed as a genuine part are made by the manufacturer.

- We encourage you to ensure all spare parts are fitted by a competent person in accordance with manufacturer specifications. Ingram Micro cannot be held liable for any loss or damage caused by your or any third party's fitting of a spare part.
- 2. Please ensure that you have read the relevant manufacturer warranty conditions before attempting to install a part or otherwise repair your appliance. Ingram Micro cannot be held responsible if the appliance is damaged or the manufacturer warranty is voided. Some manufacturer warranties may be conditioned on using a qualified technician for repair or installation.

Availability / Estimated Delivery Times

- 1. We do our best to ensure availability of all advertised products and endeavour to despatch the ordered product within the quoted time. If there is a delay, we will inform you of this via email and the product will be despatched as soon as it is available. If you have ordered multiple product they may arrive separately.
- 2. Ingram Micro has no liability to you for any delay in the delivery of products ordered. We will do our best to get all orders out as quickly as possible. You have the right to cancel delayed orders at any time prior to shipment and get a refund via our online Your Account facility or by contacting our Customer Services department.
- 3. Occasionally we find ourselves having to withdraw an item because it has become obsolete or has been discontinued. If you have placed an order for an item that has been made obsolete prior to shipment, we will inform you as soon as possible and offer you an alternative if one is available.

UK Next Working Day Delivery

- 1. Only items that are "In Stock" are eligible for UK Next Working Day Delivery.
- 2. UK Next Working Day Delivery is only available for orders placed before the specified cut-off time on a working day (see About Delivery).
- 3. If you place an order after the cut-off time, over the weekend, or on a bank holiday, you will receive your order on the second working day.
- 4. All our UK Next Working Day, Saturday and Express Delivery orders are delivered by our couriers between 7.30am and 7:30pm.
- 5. UK Next Working Day Delivery is only available to UK shipping destinations. We are not able to offer a next-day service to some areas of the UK. If your postcode is in the list below, we can only offer a 2 working day delivery service.
- 6. We will not accept orders for shipment to any destination outside the UK or EU.

Payment

- 1. Payment over the Internet can be made via BACS transfer.
- 2. All prices are quoted in the selected currency including Value Added Tax (VAT) at UK rates. It may be necessary to adjust prices in the event of an increase in VAT rates, or because of a manufacturer price increase taking place prior to shipment. You are entitled to cancel the order if the price increase is not acceptable.
- 3. Due to the nature of the clearing system your credit card payment will be taken at the point of ordering. If a problem in supply should occur and you would like to cancel your order, we

- will be happy to assist you in obtaining a refund via our online Your Account facility or by contacting our Customer Services department.
- 4. If your delivery address is outside of the UK, you may be required to pay import duties and taxes when your Ingram Micro order reaches your country. These and any additional charges for customs clearance are your responsibility.

Delivery

- 1. Most items will be delivered using DPD, but some expensive, bulky and/or fragile products will be shipped via special delivery or private courier. Delivery charges will be stated on your order.
- 2. If you haven't received your items within 2 weeks of the date of despatch, they can be declared "lost in transit" and we will arrange a replacement order. For deliveries outside of the UK, we need to wait 3 weeks before a missing order can be declared "lost in transit".

International Orders

1. We are unable to accept orders from companies in countries outside of the UK and EU.

Cancellations

 If you've ordered an "In stock" item and would like to cancel it, please contact our Customer Services team straight away as these orders are sent through to our warehouse for immediate despatch. If your order is out of stock and has not yet been despatched, you can cancel it online by signing into Your Account. Orders that have already been despatched, can be returned via the process below.

Returns

- 1. Please note that all our parts have serial numbers which are recorded on shipment. The return will not be accepted if the serial number of the part returned does not match the serial number of the part which was shipped, or if the serial number of the part returned is defaced in any way.
- 2. Provided that you return your item(s) in accordance with these Terms & Conditions we will refund what you've paid for the item(s) or replace or exchange the item(s) if applicable. Refunds are processed within 14 working days of receipt of the returned item(s). Refunds are made using the same form of payment that was used to make the initial purchase.
- 3. You have the right to cancel your order and request a Returns Number within 14 days of the date of delivery. Please notify us through Your Account or by phone of your intention to return your item(s) within this time and we will promptly issue you with a Returns Number. You must quote this number on the correspondence accompanying the return. You must return your item(s) within 14 days of your Returns Number being issued. Due to the volume of orders and stock we handle, returns will only be accepted for credit or refund with a Returns Number.
- 4. If you've ordered the wrong item(s), please return it in perfect, re-saleable condition (including product packaging, instructions, etc). You must not write anything on the item, its packaging, or instructions. Please note that the costs of returning your item(s) must be paid by you.
- 5. Goods returned because they are faulty or defective must be returned in the condition you received them. For UK orders, we will pay the cost of returning the item(s) to us_providing a pre-paid postage label for you to return the item. For customers in other EU countries you will need to pay the return carriage and request a refund from us. For orders outside the EU, you will need to pay the return carriage costs.
- 6. Please make sure you get proof of postage in case your item gets lost in the post.

7. We cannot accept the return of perishable goods or shaver parts (for personal hygiene reasons).

Faulty Products

- 1. The following information is intended as a guideline. Wherever possible we will respond to your individual circumstances.
- 2. Should a fault occur with the item(s) within 28 days of delivery you will be offered the choice of a replacement or refund.
- 3. If there is a fault with your product or other defect with your order within 12 months of delivery, we will normally offer a replacement or repair.
- 4. On returning faulty items you must adhere to the returns guidelines as outlined above and in our Returns policy. Failure to meet these conditions may result in your return not qualifying for a refund or replacement.
- 5. This right of return does not cover faults caused by accident, neglect, misuse or normal wear and tear.
- 6. The warranty period for consumable items (e.g., batteries, camera films, ink cartridges, etc) is three months from date of delivery. Items that must be fitted internally are also guaranteed for three months, provided they have been fitted by a suitably qualified and competent person.
- 7. You can notify us of a faulty item online via the Your Account facility.

Liability

- 1. We shall not be liable for indirect, incidental, or consequential damages or expenses. This includes, but is not limited to, damage to property, lost income, profits, economic or commercial losses and third parties claims. Except to the extent related to our (a) fraud, gross negligence or wilful misconduct, (b) breach of confidentiality, or (c) death or personal injury caused by our negligence or defective items, to the maximum extent permitted by law, our entire liability for all damages, losses, and causes of action (whether in contract, tort (including negligence), indemnity, or otherwise) shall be limited to the price paid or payable by you for the item giving rise to liability.
- 2. We will do our best to get all orders despatched as quickly as possible. We have no liability to you for any delay in the delivery of products ordered. You have the right to cancel delayed orders at any time and get a refund prior to the item being despatched.
- 3. This warranty does not affect your statutory rights.
- 4. It is the responsibility of the buyer to ensure that only authorised persons within the buyers business have access to username and password for the website.
- 5. It is the buyers responsibility to ensure the billing and delivery address information (including any third party addresses) are accurate prior to placing an order.
- 6. The buyer will be held responsible for the payment of all orders submitted through the website.

Consider the Environment

- 1. Ingram Micro is considerate of the environment and is complying with its obligations under the Waste Electrical and Electronic Equipment (WEEE) Regulations 2006. There is a requirement to minimise the disposal of WEEE as unsorted municipal waste and to achieve a high level of collection of WEEE for treatment, recovery, and environmentally sound disposal.
- 2. For more information about recycling please go to our recycling policy.

Privacy & Disclaimer

- 1. Your personal information will be held and used by Ingram Micro and selected companies acting on our behalf.
- 2. Telephone calls to our Call Centre may be monitored or recorded for training purposes.
- 3. Ingram Micro maintains a strict privacy policy in full accordance with the Data Protection Act 2018, the full details of which are available here
- 4. We expect you to maintain the confidentiality of your username and password for your Ingram Micro online account.

Questions?

If you have any further questions regarding our Terms and Conditions, you can contact our UKSamsungPartsQuery@ingrammicro.com Monday to Friday 09.00 to 17.00 or your Account Manager