Terms & Conditions

STANDARD TERMS AND CONDITIONS OF SALE

1. Definitions

In these Conditions, the following definitions apply:

"Business Day" a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

"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.

"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.

"Pro Forma Invoice" the pro forma invoice issued by the Supplier to the Customer outlining the price payable and Grade of the Goods.

"Order" the Customer's order for the Goods, being the order placed by the Customer with the Supplier via the Website <u>www.buysamsungparts.com</u>.

"VAT" means value added tax under the Value Added Taxes Act 1994 (or any replacement legislation)

"Website" means the website www.buysamsungparts.com

2. Basis of contract

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order submitted by the Customer is accurate.

2.3. The Order shall be deemed to be accepted when the Customer makes payment on the Website <u>www.buysamsungparts.com</u> and confirms acceptance of the Ts&Cs.

2.4. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.6. The Supplier is not bound to accept any Order and, if the Supplier is unable or unwilling to accept any Order, it shall notify the Customer as soon as reasonably practicable.

2.7. The Supplier may, at any time prior to delivery of the Goods:

2.7.1. cancel the order; and/or

2.7.2. reduce the quantity of Goods to be supplied under the order, in each case by notice in writing to the Customer and without liability to the Customer, provided always that if the Customer has made payment to the Supplier, the Supplier shall issue to the Customer either.

2.7.2.1. (a) a full refund on cancellation of the order or

2.7.2.2. (b) a partial refund on a reduction of the quantity of Goods, equal to the value of the Goods removed from the order and the Supplier shall issue a credit for any refund paid under this clause.

3. Goods

3.1. The Goods are as described on the Website <u>www.buysamsungparts.com</u> and in the Pro Forma Invoice supplied by the Supplier.

4. Delivery

4.1. The Supplier shall deliver the Goods to the location set out in the Order.

4.2. Delivery of the Goods shall be completed on the goods' arrival at the Delivery Location.

4.3. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

4.4. The Supplier shall not be liable for any delay in delivery of the Goods.

5. Quality and Returns

5.1. The following returns policy shall apply to all trade buyers for all goods sold by Ingram Micro Services Ltd.

5.2. It is the Customers responsibility to notify the Supplier immediately and provide evidence of any obvious transport damages. Emails should be sent to <u>UKSamsungPartsQuery@ingrammicro.com</u> who will authorise the Customer to return the products.

5.4. The Customer should print a copy of their completed returns form to enclose with the faulty product. Clearly label the box with the approved returns authorisation number. Any returns received back without the returns form will not be assessed and will be returned to the Customer untouched. The Customer should pack the stock securely to avoid damage in transit. Label & address the package clearly using the address supplied. The Customer should use an insured shipping service, as anything lost or damaged in transit is the liability of the Customer.

5.5. The Supplier will consider goods for return only in cases where the goods have been received back at the Supplier returns address. No goods will be considered for credit unless physically received back.

5.6. All returned goods will be screened for the reported issue. If the defect is confirmed, the product will be processed for refund to the Customers credit card used for payment. If the defect is not confirmed, the product will be returned to the Customer and no refund will be issued.

5.7. Returns will not be accepted should the defect arise because the Customer has damaged the part during the course of installation to the device.

5.8. Supplier shall not be liable for any damage caused to the customers device or any failure of the device to function after the installation of the part.

5.9. Returns will not be accepted should the Supplier, acting reasonably, believe the Customer has altered, repaired on in any way tampered with the products without the written consent of the Supplier; or

5.10. The defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions.

5.11. Please note that all of 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.

7. Price and payment

7.1. The price of the Goods shall be the price set out at <u>www.buysamsungparts.com</u> and the proforma invoice.

7.2. The price of the Goods is exclusive of the costs of the transport which shall be advised and invoiced to the Customer as part of the order.

7.4. The Customer will make payment in full by credit card when placing the order at <u>www.buysamsungparts.com</u>. Once payment is confirmed, the customer will receive email confirmation of their order together with the pro-forma invoice.