

## Business terms and conditions

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## Business terms and conditions

Jigsaw24 Limited

These conditions are the only contractual terms upon which Jigsaw Systems Limited (Trading as

Jigsaw24) whose registered office is a 40 High Church Street, New Basford, Nottingham, NG7 7JA (registered with company number 2682904 and registered for VAT purposes with number 610706674 ("we" or "us") is prepared to deal with its business customers and will govern all contracts for the supply of goods and/or software formed by our acceptance of a customer order or a customer's acceptance of our quotation to the exclusion of any other contractual terms, including any which a customer attempts to introduce.

### 1. General

**1.1** - In these conditions:

- **1.1.1** "you" means the person submitting an order for Products.
- **1.1.2** "Goods" means computer equipment and/or other equipment to be supplied under these conditions as stated on our quotation or order acknowledgement, as appropriate.
- **1.1.3** "Products" means Goods and/or Software.
- **1.1.4** "Software" means the computer programs to be supplied under these conditions as stated on our quotation or order acknowledgement, as appropriate.
- **1.1.5** "Support Services" means the 'Collect and Return Warranty' support services which you may purchase from us in respect of certain Goods.

**1.2** The contract for supply of Products and any Support Services (if applicable) ("Contract") will be formed upon your acceptance of our quotation or our acceptance of your order. However we only agree to sell Products to you

subject to their availability, and accordingly the contract may be cancelled by us in writing (without liability to you) if products cannot, within a reasonable period, be acquired by us for resale to you. Acceptance of an order by us can only be made in writing whether in hard form or electronically.

**1.3** We may, prior to accepting any order, carry out a credit check, and then will only accept your order if we are satisfied with the results of such check. You confirm that you are happy for us to carry out such check. You agree that we may also use personal information provided by you in order to conduct appropriate anti-fraud checks. You understand that information, including personal information, that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

**1.4** These terms and conditions may only be modified by a written variation signed by one of our directors. No other action by us (including delivery of Products) is to be construed as our acceptance of any other terms and conditions.

**1.5** Subject to 3.3, these terms and conditions together with any matters referred to on our quotation or order acknowledgement (as appropriate) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications.

**1.6** Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch note, invoice or other document (whether written, oral or in electronic form) issued by us may be corrected by us without liability.

**1.7** The provisions of the Contracts (Rights of Third Parties) Act 1999 and all non-mandatory provisions of the Electronic Commerce (EC Directive) Regulations 2002 are expressly excluded from the Contract.

**1.8** Clause headings are for convenience only and do not affect the interpretation of these conditions. Reference in these conditions to a statutory provision will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. Words in the singular include the plural and vice versa.

**1.9** The carrying out by us of any support and maintenance of Goods will be governed by our standard support terms (available at: <http://www.jigsaw24.com/support-offer-terms-conditions>) to the exclusion of any other terms.

**1.10** Your attention is in particular drawn to conditions 2, 3, 8 and 9.

## 2. Warranty

2.1 We warrant that Goods will at the time of delivery be free from defects in workmanship and materials and correspond in all material respects with the relevant product specification. If any Goods do not conform to this warranty then we will at our option either remedy the defect in question, replace the defective Goods or refund the price of the defective Goods. This remedy is the only remedy available to you for a breach of this warranty and is only available on condition that:

- **2.1.1** you notify us in writing of the defect within 7 days of delivery or, in the case of defects not

apparent on reasonable inspection, within 3 months of delivery;

- **2.1.2** defective Goods are returned to us within 7 days of written notification referred to in condition 2.1.1 or, in the case of defects not apparent on reasonable inspection, within 3 months of delivery; and
- **2.1.3** our examination of defective Goods at our premises discloses to our satisfaction that the defect has not been caused by (a) your misuse, neglect, failure or inadequate maintenance, accident, improper storage, installation or handling, or (b) repair or alteration by a third party.

You will refund to us the cost of any such examination where the remedy referred to under this condition is not available together with, at our option and discretion, a restocking fee of up to 20% of the price of the Goods in order to cover our reasonable administrative expenses, only.

**2.2** We will so far as we are reasonably able pass on to you the benefit of all warranties received by us from the manufacturer of the products but we do not guarantee this, unless otherwise expressly stated.

**2.3** Where Goods are returned under condition 2.1 we will bear the cost of delivering any repaired or replacement Goods to you (subject to levy of any repacking fee due under condition 2.4) and will, where you have returned Goods to us within 14 days of delivery, reimburse your reasonable postage costs in returning the Goods [where the method of postage has been agreed in advance]. We will not be liable for any delivery costs where no remedy is available under condition 2.1. We recommend that you obtain insurance equivalent to the cost of the Goods when returning. We cannot be responsible for returns not received.

**2.4** Goods returned by you to us for any reason must be returned in their original packaging in substantially the same condition as they were delivered to you and must bear a return identification number clearly visible on the exterior (such number to be obtained from us prior to return of Goods by you). We will not accept liability for Goods returned without such identification number. We may levy a fee for repackaging Goods returned to us in a poorly packaged state due to damage or misuse.

**2.5** Software (and its use) will be subject to the terms of the manufacturer's licence contained within the software itself (and accessed upon loading) or within or upon the packaging of the software. Such licence will state the extent of the manufacturer's liability for the software. We cannot accept any liability whatsoever for any defect or error in the same other than where this has been caused by our negligence or default.

**2.6** We will supply any Support Services which you purchase from us with reasonable skill and care and in accordance with the written specification which we have provided to you for those Support Services.

**2.7** If the Support Services which you purchase from us are not in accordance with clause 2.6, above, or do not do what we say in Writing that they will do, you should notify us in Writing within 28 days of their supply or within a reasonable time from their supply for defects which are not apparent to you following supply of the Support Services. If the Support Services are not in compliance with clause 2.6, above, or do not do what we say in Writing that they will do, we will either remedy the defect in question, re-supply the defective Support Services or refund the price (or the part of the price) of the defective Support Services (or part or the Support Services). This warranty does not apply to Software, which is dealt with at condition 2.5, above.

## 3. Limitation of liability

**3.1** These terms and conditions do not apply to Consumers and, therefore, nothing in these terms and conditions affects the statutory rights of a consumer as defined under the Consumer Rights Act 2015. All conditions, warranties or representations not contained in these conditions and implied by statute or law are excluded or restricted to the fullest extent permitted.

**3.2** This condition and condition 2 state our only liability to you under or in connection with the contract.

**3.3** Without prejudice to condition 3.4, we will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for:

- **3.3.1** Any indirect, special or consequential loss or damage or loss of profits (whether caused by our negligence or that of our employees agents or otherwise) arising in connection with the supply of products and related services or their use by you.
- **3.3.2** Any loss or retrieval of data, it being your responsibility to keep adequate back-up copies of data and programs held or used by you or on your behalf.

**3.4** Our entire liability in connection with the contract will not exceed one and a half times the purchase price of the Products and (if applicable) Support Services in question.

**3.5** Notwithstanding any other term of these conditions we do not restrict our liability to you for:

- **3.5.1** Death or personal injury resulting from our negligence or that of our employees, agents or subcontractors;
- **3.5.2** Damage for which we are liable to you under part 1 of the Consumer Protection Act 1987; is not limited save that this condition 3 shall not confer a right or remedy on you to which you would not otherwise be entitled; and
- **3.5.3** fraud or fraudulent misrepresentation.

## 4. Price

**4.1** The price for Products and/or Support Services will be that stated on our quotation, invoice or order acknowledgement (as appropriate). We may vary the price to the extent that the cost to us of acquiring or supplying Products is increased between the date of quotation or order acknowledgement (as appropriate) and delivery including, without limitation, increases in the costs of carriage packaging or insurance or arising from a change in exchange rate, a change in delivery dates quantities or specifications for Products requested by you or delay caused by your instructions.

**4.2** Prices quoted by us are unless otherwise stated exclusive of (a) value added tax or any similar taxes, levies or duties, (b) the costs of carriage, delivery, packaging and insurance, and (c) our handling charges, all of which will be added to or charged on invoices at the appropriate rates and paid by you.

## 5. Payment

**5.1** Unless otherwise agreed in writing, you must pay for Products (and any Support Services ordered by you) prior to the dispatch of the Products to you by such means as we may notify you of. Where the Products and/or Support Services are supplied on credit terms granted at our discretion, payment will be made by you by the end of the month following our invoice date. Payment by cheque is at our discretion and will be deemed to have been made only upon such cheque being met on first presentation.

**5.2** Where any payment to be made by you under the Contract is not made by its due date then, without prejudice to our other rights and remedies, we may:

- **5.2.1** charge interest on the outstanding amount (as well after as before judgement) on a day to day basis at the statutory rate from time to time applicable until the sum due is paid.
- **5.2.2** withhold further deliveries, suspend performance of the Contract and/or withhold guarantees on previously supplied Products until arrangements as to payment or credit have been established on terms which are satisfactory to us.

**5.3** Where Products are to be delivered in instalments, each delivery constitutes a separate contract and failure by us to deliver any one or more of the instalments in accordance with these conditions or any claim by you in respect of any one or more instalments will not entitle you to treat the Contract as a whole as repudiated.

## 6. Delivery

**6.1** Delivery of Products shall be made by us to the place designated by you in the accepted order or quotation, as appropriate. Delivery will be made during normal business hours. The Support Services (if applicable) shall be delivered in accordance with clause 12, below.

**6.2** Unless otherwise expressly agreed in writing, any delivery date or time specified by us in any quotation, dispatch note or otherwise is a best estimate only and we will not be liable to you for any loss or damage sustained by you as a result of our failure to comply with such timescale.

**6.3** If you pass or have a resolution passed for your winding up, a receiver is appointed over the whole or any part of your undertaking, an administration order is made against you, you enter into or propose to enter into any arrangement with your creditors, become unable to pay your debts (or have no reasonable prospect of so doing), suffer a bankruptcy order or commit a material breach of the Contract, then we may without prejudice to any other right immediately terminate the Contract, suspend or cancel further delivery and/or recover Products from you for which payment in full has not been received.

## 7. Risk and title

**7.1** Risk in Products shall pass to you upon delivery.

**7.2** Title to Software shall not pass to you. Title to Goods shall not pass to you until their full price and the price of any other goods which are the subject of any other contract between you and us has been paid. Until title passes, Goods shall be:-

- **7.2.1** stored by you at your premises in such a manner that they are clearly identifiable as being our property and be kept separate from any other goods whether or not supplied by us;
- **7.2.2** handed over to us on demand. We may re-take possession of such Goods and may enter onto your premises for such purpose.

**7.3** If you fail to pay for any Products in accordance with these conditions we may bring action against you for the price of the Products at any time notwithstanding that title in Products has not passed to you.

## 8. Damage or loss in transit

We shall repair or replace free of charge any Products damaged or lost in transit where delivery has been made by our carrier, provided that you give us written notification of such damage or loss within 7 days of the date of our invoice (so that we may comply with our carrier's conditions of carriage).

## 9. Apparent defects

**9.1** If the quantity of Products delivered does not correspond with the quantity required to be delivered in that consignment you may not reject that consignment and may only:-

- **9.1.1** (if the quantity delivered exceeds the contract quantity) return the excess or retain the whole, in which latter case the price shall be adjusted at the contract rate then prevailing;
- **9.1.2** (if the quantity delivered is less than the contact quantity) require a further delivery of Products to make up the deficiency or (at our option) a refund of the appropriate part of the purchase price.

**9.2** These rights are only available however where condition 2.1 is also satisfied.

**9.3** You shall have no claim for the fact that Products delivered are of the wrong description unless condition 2.1 is also satisfied.

## 10. Installation

We may for additional charge install and/or commission Products at your premises or elsewhere. Condition 3 shall apply to the provision of any installation or commissioning. Notwithstanding that we may be contractually committed to install and/or commission Products, Products shall be treated as delivered to you when the same are presented by us at the agreed delivery destination.

## 11. Specification

**11.1** All drawings, photographs, illustrations, specifications, performance data, dimensions and the like used by us in sales literature, on web pages or other documentation have been provided by us in the belief that they accurate. However, they do not constitute a description of the Products, shall not be taken to be representations made by us and are not warranted to be accurate.

**11.2** The specification for Products may be changed by the manufacturer at any time up to delivery and provided such change does not materially alter the functionality of Products you may not cancel your order. We will not be liable for any loss or damage suffered in connection with any change. We will use our reasonable endeavours to advise you of any such impending variation as soon as we are able or upon our receiving notice of the same (as appropriate). You must check specifications for products prior to making an order.

## 12. Support / warranty services

**12.1** If you have ordered a Jigsaw warranty we will, for the relevant Goods (or part of the Goods):

- **12.1.1** subject to clause 12.2, provide a 2, 3, 4 or 5 year limited warranty (as stated in your invoice) from the date of the purchase of the Goods (which is in addition to the warranty provided at clause 2.1);
- **12.1.2** provide you with telephone technical support between the hours of 8:30am to 6pm Monday to Friday for the reasonable life of the relevant Goods;



- **12.1.3** subject to parts availability, carry out repairs on the relevant Goods where defects are covered by the limited warranty noted at clause 12.1.1, above within 5 working days (being a Monday to Friday excluding bank or other public holidays) on a 'door to door' basis;
- **12.1.4** carry out, on any working day (as defined in clause 12.1.3 above), collection and re-delivery of the relevant Goods within mainland UK being repaired under clause 12.1.3.

**12.2** The warranty given at clause 12.1.1 and the other Support Services noted in clause 12.1 are subject to the following. They do not cover:

- **12.2.1** damage to the relevant Goods caused by accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than us), unauthorised modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress of interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes;
- **12.2.2** relevant Goods with a serial number that has been altered, defaced or removed;
- **12.2.3** problems caused by a device that is not the relevant Goods, whether or not purchased at the same time as the relevant Goods;
- **12.2.4** service necessary to comply with the regulations of any government body or agency arising after the date of this contract;
- **12.2.5** the provision of replacement equipment during the period when the relevant Goods are being repaired;
- **12.2.6** relevant Goods that have been lost or stolen. The Support Services only cover relevant Goods that are returned to us in their entirety;
- **12.2.7** cosmetic damage to the relevant Goods including but not limited to scratches, dents, and broken plastic on ports, that does not otherwise affect its functionality or materially impair your use;

- **12.2.8** consumable parts, such as batteries except where failure in the same has occurred due to a defect in materials and workmanship;
- **12.2.9** preventative maintenance on the relevant Goods;
- **12.2.10** damage to, or loss of any software or data residing or recorded in the relevant Goods;
- **12.2.11** when providing repair or replacement service, we will use reasonable efforts to reinstall the relevant Goods' original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced unit not originally included in the relevant Goods; or
- **12.2.12** defects caused by normal wear and tear or otherwise due to normal aging of the product.

## 13. Intellectual property rights

No intellectual property rights in any of the Goods or Services are granted to, assigned or vested in you, other than the right to use the same. You will fully indemnify us against all liabilities, costs and expenses resulting from any claim that our use of any specification provided by you in connection with the Contract infringes the rights of any third party.

## 14. Cancellation

You may not cancel the Contract without our prior written consent and then only on condition that you forfeit any deposit for the Products and reimburse any losses we may suffer in connection with the cancellation.

## 15. Force majeure

We will not have any liability under these terms and conditions and may cancel or reduce the volume of Products to be delivered under it if we are prevented from or delayed in delivering or performing by any circumstances beyond our reasonable control including but not limited to industrial action, war, fire, terrorism, prohibition or enactment of any kind, or failures or acts on the part of our suppliers or sub-contractors or any other third parties (including your bank).

## 16. Assignment

We may freely assign, sub-contract or otherwise transfer in whole or in part these terms and conditions. You may not however do so without our written agreement.

## 17. Electronic communications

**17.1** To the extent permitted by English law, we may conduct transactions for the supply of Goods using an electronic commerce approach under which we will both electronically transmit and receive electronic communications. Where so conducted, this condition 17 will additionally apply.

**17.2** For the purposes of this condition 17, an “e-communication” means any communication electronically transmitted by you to us through our website or by us to your internet address in connection with the ordering, payment for and/or supply of Goods and including without limitation any order, order acknowledgement and electronic credit entries and requests; “originating party” means the party transmitting an e-communication; and “receiving party” means the party receiving such a communication.

**17.3** You will provide and maintain the equipment, software, services and testing facilities necessary for you to effectively and reliably transmit and receive e-communications.

**17.4** Any e-communication will be deemed received, where you are the receiving party, upon arrival at your mailbox at the Internet address apparent from your order or, where we are the receiving party, when the e-communication is accessed by us in intelligible form. The receiving party will promptly notify the originating party if an e-communication is received in unintelligible form provided that the originating party can be identified. In the absence of such notice, our record of the contents of any such e-communication will prevail.

**17.5** Any Contract formed through the transmission of e-communications will be deemed to have been formed in England.

## 18. Governing law

**18.1** These terms and conditions are governed by the laws of England and Wales and the English courts shall have the exclusive jurisdiction to resolve any disputes arising out of or under it.

**18.2** Notices required or permitted to be given under these conditions must be in writing (including without limitation by electronic mail) addressed to the relevant party at its registered office or principal place of business.

**18.3** No waiver by us of any breach of these terms and conditions by you is considered as a waiver of any subsequent breach of the same or any other provision. If any provision of these terms and conditions is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.