

User2 Computers – Terms and Conditions of Sale

As a Member of the Technology Channels Association, we are bound by the Association's Code of Practice in our dealings with our customers. Buying from User2 means you can be sure you'll get the best advice, sound products and superior service backed up by the PCA's Code. User2 is a trading name of Edinburgh Computers Ltd., Reg No. 175148(Sc) registered at 4 South Clerk Street, Edinburgh, EH8 9JE

Definitions

The Company

USER2 Computers
4 South Clerk Street
Edinburgh EH8 9JE

Return to Base (RTB) Warranty

Unless otherwise stated, it is the customer's responsibility to return/ collect goods to/from the Company's premises if the need arises.

1. *Warranty: Unless otherwise stated on the receipt or invoice:-*

- a) The Company offers a minimum of a one year RTB hardware warranty on all new products.
- b) The Company offers a minimum of a six month RTB hardware warranty on all full second user systems, laptops or monitors.
- c) The Company offers a 30 day RTB warranty on all second user components.
- d) The Company reserves the right to charge carriage fees on the returning of warranty goods to the customer.
- e) The Company also reserves the right to charge a call out fee if collecting equipment from the customer's premises.
- f) All warranties commence from and include the invoice or delivery date whichever is the earlier.
- g) The Company reserves the right to refuse warranty repairs if proof of purchase can not be provided by the customer.
- h) The warranty includes the free replacement or repair of any part of the equipment hardware covered, which has failed due to defects in materials or workmanship during normal working use, excluding batteries and consumables. This excludes failures due to damage in transit by the customer or failure that result from accidents, misuse, abuse, neglect, mishandling, misapplication, alteration, faulty installation, modification by the customer or otherwise damage attributable to acts of God.
- i) Warranty excludes operating systems and software installed by the Company except where the software fault arose directly as a result of hardware failure. Charges will apply in all other cases, for re-installation of customer installed software and hardware and for all virus or malware related issues.
- j) The warranty may be deemed void if the equipment has been opened up by anyone other than the Company.
- k) After due consideration of the above exceptions the Company has full discretion whether to repair and/or replace any defective product under warranty.
- l) Replacement parts may be fitted to your equipment as part of a warranty repair. In this eventuality both the Company and the customer agree that legal title to the original parts shall pass from the customer to the Company, and at the same time legal title for the replacement parts shall pass from the Company to the customer. In certain circumstances and at the discretion of the Company, the replacement or repair of a part may necessitate the use of an improved component. There will be no additional charge for this. Replacement items shall be covered for the remainder of the original part warranty.
- m) The Company will not be held liable for any loss of data from the customer's computer either in transit or whilst on our premises. We strongly recommend that you have a back up, by copying all data before returning the equipment. A charge will apply for data back up and restore carried out on behalf of the customer whether or not part of a warranty repair.
- n) Some equipment including new Printers, PC's, Laptops and certain components carry a manufacturer warranty. Where applicable, the manufacturer warranty will override the User2 warranty. As the manufacturer will generally collect/return warranty items from/to the customer's premises it is in their interest to deal directly with the manufacturer. The Company shall assist in explaining the necessary returns procedure to facilitate this or offer other assistance as required.

2. *Other*

a) Refunds / Credit Notes

- i) Full cash refunds/credit notes will only be considered upon production by the customer of the original receipt.
- ii) Full cash refunds will only be considered by the Company within 7 days of the receipt date of the equipment or 14 days for full credit note. Cash refunds/credit notes will only be considered within 7 days of the receipt date in the event of a 2nd User component.
- iii) The Company will not issue full cash refunds/credit notes for any used or partially used consumable, whether or not sold with computer hardware. In this case, the replacement cost of the said consumable shall be deducted from the original purchase price before calculating any refund due.
- iv) The Company will not issue full cash refunds/credit note for any laptop, PC or goods returned that have been used or returned without their original packaging or full contents (cables, driver disks, manuals etc.) In these cases, a charge of not less than 20% of the purchase cost will be levied when calculating any refund/credit due. Credit card surcharges of 3% of the purchase price, delivery and other service surcharges may also apply.
- b) The Company accepts the responsibility of incorrectly despatched goods (i.e. not matching the description displayed on the accompanying invoice) if notified to, and agreed by, the Company within 24 hours of receipt. The Company agrees to pay postage / courier charges for the return and despatch of the correct goods. The Company does not accept responsibility for loss of time and inconvenience to the customer during this period and offers no compensation for such.
- c) The Company does not accept responsibility for loss of time and inconvenience to the customer for the receiving of faulty goods and offers no compensation for such. However, the Company, will replace the faulty goods within 14 days. If after 14 days no replacement is supplied then a cash refund will be issued.
- d) The Company accepts no responsibility for warranty of goods not originally supplied by the Company.
- e) The Company can not accept any faulty goods returned outside their warranty period.
- f) The Company guarantees that all second user computers are virus checked before despatch. However, the Company can not accept responsibility for any virus being found on a customer's computer after it has left the premises. The Company does not accept responsibility for loss of time and inconvenience nor does it accept responsibility for damage to the customer's software due to viruses.

3. *Deposits*

- a) A minimum of a 10% or £15 deposit is required when ordering a PC, Laptop or customer specific consumable or component.
- b) If the part has been ordered on behalf of the customer or work commenced on preparation of the equipment, the Company reserves the right to withhold the deposit if the customer then cancels the order.

4. *Disclaimer*

- a) The Company accepts no responsibility for the failure of any computer hardware or software whilst being used for life threatening activities, whether directly or indirectly.
- b) The Company accepts no responsibility for the loss of data due to computer failure. We strongly recommend that files are backed up regularly.