

Terms & Conditions

1. AGREEMENT

1.1 This Agreement is made between **Impulse Group Limited or any division of Impulse Group Limited** (hereinafter referred to as the '**Company**') and the **Customer** (hereinafter referred to as the '**Customer**').

2. GENERAL

2.1 No order submitted by the Customer shall be deemed acceptable by the Company until the goods have been despatched by the Company and a despatch note issued to the Customer.

2.2 The **Customer** shall be responsible for ensuring the accuracy of any order submitted by the **Customer** including confirming in writing any telephone orders and for giving the **Company** any necessary information relating to the contract and delivery (as the case may be) within a sufficient time to enable the **Company** to deliver the Goods to the premises notified to the **Company** by the **Customer**.

2.3 Written confirmation of any telephone orders shall clearly indicate that they are only confirming an earlier telephone orders and shall contain details of the **Customer's** account number and purchase order number.

3. PRICE

3.1 The prices of the Goods shall either be the price payable for the Goods at the time of acceptance of the **Customer's** order in accordance with the provisions of Clause 2.1 or in cases where the **Customer** at the time of payment cleared subject to **Company** reserving the right to give notice in writing to the **Customer** at any time before delivery to increase the price of Goods to reflect any increase in cost of the Goods to the **Company** which is due to any matters beyond the **Company's** reasonable control including (without limitation) any increase in Value Added tax (VAT), transport costs, shipping insurance, carriage, postage and packaging and any other applicable duties and taxes.

3.2 All prices stated in any **Company's** catalogue sales literature price list or other documentation may be altered by the **Company** at any time without notice to the **Customer**.

3.3 The prices for any Goods quoted in any catalogues sales literature or price lists is exclusive of any applicable VAT and carriage charge, shipping insurance, postage and packaging and any other duty taxes and applicable charges in relation to the Goods, which the **Customer** shall additionally be liable to pay the **Company**.

3.4 The price for the Goods stated in any invoice shall be exclusive of VAT.

3.5 The **Customer** shall be liable for any reasonable costs incurred by the **Company** in the event of variation or suspension of any order by the **Customer**.

3.6 COMMODITY PRICING AND TRADE DISTRIBUTION

Low Margin and/or Loss Leader products such as Computers, Computer Accessories, Computer Consumables and Computer Printers are sold as "**Commodity Sale**" and that payment is required in full prior to supply or due for immediate settlement if payment on invoice terms are agreed by the **Company**. The **Customer** accepts that signing and taking delivery of a "**Commodity Sale**" they agree to the above terms and conditions and accept that the **price(s)** agreed at time of purchase reflect **prompt payment**. If the **Customer** fails to make payment within the terms of a "**Commodity Sale**" the manufacturers recommended retail price (**RRP**) less 10% becomes **applicable and payable** in addition to clause 4.4.1 / 4.4.2.

4. PAYMENT AND PAYMENT TERMS

4.1 **Equipment Purchases:- Strictly Cash on Delivery/ Cleared Funds/ Immediate Settlement.**

30 Day equipment purchasing accounts available to Established Account Customers Government Bodies, Local Authorities, Selected Established Businesses (subject to credit searches). Please call for details.

Consumable Purchases:- 1-30 Days from date of Invoice.

Engineering Services and Service Spare Parts:- 1-30 Days from date of invoice.

4.2 Subject to any provisions in these conditions all invoices shall be paid by the **Customer** within the specified time from date of the **Company's** invoice.

4.3 The time of payment of any invoice shall be of the essence of the Contract and Receipts for payment shall be issued to the **Customer** only on request.

4.3.1 **The Company does not recognise "pay on statement" and/or "payment at end of following month" policies and no goods or services are supplied under these terms unless pre arranged with the Company.**

4.3.2 Statements of account are only sent to established account **Customer's** upon registered request and no payment should be withheld pending receipt of any statement.

4.4 If the **Customer** fails to make any payment on the due date then (without prejudice to any other rights or remedies the **Company** may have) the **Company** shall be entitled to:-

4.4.1 Cancel the Contract or suspend any further deliveries to the **Customer**, and;

4.4.2 Charge interest on a day to day basis on all overdue sums owed at the rate of **8%** over the base rate of the **Barclays Bank Plc**. Interest shall be calculated from the last date the sums in question were due payable to the date of actual payment. Any debt administration and legal fees or charges that may be incurred in the collection of overdue accounts will be chargeable to and payable by the **Customer**. Including losses and costs incurred after or to enforce a County Court judgement or High Court judgement.

4.4.3 The **Company** at its discretion shall be entitled to apply a minimum debt administration charge of £35.00 (inc VAT) to all undisputed/unpaid debt exceeding our terms and conditions.

4.4.4 The **Company** at its discretion shall be entitled to apply a minimum legal administration charge of £178.00 (inc VAT) to all undisputed/unpaid debt exceeding our terms and conditions.

4.5 **Customer's** are required to pay the **Company** with cleared funds for all orders for Goods below £20. Goods in question shall only be dispatched to the **Customer** (in the case of payment by cheque) when the **Company** is satisfied that the payments in question have cleared.

4.6 The **Customer** may not assign any invoice to another party without written consent from the **Company**.

4.7 If the Customer operates a purchase order system, then it is the Customers responsibility to implement such a system with their staff. The Customer may not withhold payment if the invoice does not show a purchase order number. If a purchase order number is given, then the Company will make every effort to add this to the invoice.

5. CREDIT

5.1 The Company may at its sole discretion offer the Customer credit and in cases where Credit is offered to the Customer payment shall be made by the Customer in accordance with the provisions of Clause 4.1.

5.2 Credit shall be offered to the **Customer** subject to the **Company** being satisfied as to the **Customer's** credit worthiness and the **Customer** acknowledges that the **Company** may carry out status enquiry checks and/or submit the **Customer's** details to credit reference agencies who will maintain a record of a credit search. The **Company** may withhold despatching Goods to the **Customer** until such time as the credit worthiness of the **Customer** has been approved or the **Customer** has provided sufficient security to the **Company** or the **Customer** has made payment in full for the Goods in question. Failure to provide sufficient security or to make payment in full for the Goods shall entitle the **Company** at its discretion to suspend despatching any Goods or cancel the Contract without the **Company** incurring any liability to the **Customer**.

5a. FINANCIAL EXPOSURE AND RISK OF NON PAYMENT, CREDIT PROTECTION, RECOVERY AND ENFORCEMENT

5a.1 The **Customer** as a (**Private Individual, Business Proprietor, Business Partner or Company Director**) guarantees and indemnifies the **Company** from bad debt and permits the **Company** to counter the risk of bad debt. The **Customer** agrees to reimburse the **Company** in full for all losses, legal fees and all other collection costs and expenses incurred in enforcement of these conditions. The **Company** reserves the right to assign or factor debt at time of invoice or to recover unpaid debt by means of appointed collection agencies or to collect unpaid debt by use of its own procedures for debt recovery. If for any reason you cannot make full payment of our invoice(s) please contact our accounts dept. Tel: 08703 667 330 Fax: 08703 667 331 Email: accounts@impulse-group.ltd.uk

6. DELIVERY

6.1 The **Company** shall deliver the Goods to any premises notified to the **Company** by the **Customer** and for the avoidance of doubt the **Customer** shall be liable for any costs incurred by the **Company** in relation to carriage postage and packaging and any other applicable duties and charges.

6.2 The **Company** shall use its reasonable endeavours to deliver the Goods to the premises stated by the **Customer** by any delivery date estimated by the **Company** and for the avoidance of doubt the **Customer** acknowledges that the delivery date is not guaranteed or the essence of the Contract and that the **Company** shall in no circumstances be liable to the **Customer** or any losses, damages or charges incurred by the **Customer** due to the late delivery of Goods.

6.3 Goods delivered to the **Customer** shall be deemed accepted by the **Customer** and the **Customer** shall inspect the Goods immediately upon delivery and in all cases inform the **Company** in writing within five days of any damage, shortages or non-delivery of the Goods.

6.4 Where the Goods are being delivered in instalments each delivery shall constitute separate contract and failure by the **Company** to deliver one or more of the instalments in accordance with these Conditions or any claim by the **Customer** in respect of any one or more instalments shall not entitle the **Customer** to treat the Contract as repudiated.

6.5 If the **Customer** fails to take delivery of the Goods (or fails to give the **Customer** adequate delivery instructions at the time stated for delivery otherwise than by reason of any cause beyond the **Customer's** reasonable control or by reason of the **Company's** fault) then without prejudice to any other rights or remedies available to it the **Company** may:-

6.5.1 Store the Goods until the actual delivery and charge the **Customer** for the reasonable costs (including insurance) of storage; or

6.5.2 sell the Goods at the best price readily obtainable (after deducting all reasonable storage and selling expenses) and charge the **Customer** any shortfall below the price obtained under the contract.

7. RISK

7.1 Risk of damage to or loss of the Goods shall pass to the **Customer**.

7.1.1 In the case of Goods being collected by the **Customer** at the **Company's** premises after notifications from the **Company** that the goods are ready for collection, at the time when the **Customer** collects the Goods from the Company's premises; or

7.1.2 At point of delivery to the **Customer's** premises at the time of delivery, or if the **Customer** wrongfully fails to take delivery of goods, at the time when the **Company** has tendered delivery of the Goods to the **Customer**.

8. TITLE OF OWNERSHIP

8.1 Upon delivery and the passing of risk of Goods, title of ownership in the Goods shall not pass to the **Customer** until the **Company** has received payment in full for the Goods.

8.2 Until such time as title of ownership in the Goods passes to the **Customer** the **Customer** shall keep the Goods separate from the **Customer's** Goods and those of any third parties and property stored, protected and insured and identified as the **Company's** property. Until such time as property in the Goods passes to the **Customer** the **Company** shall be entitled at any time to require the **Customer** to deliver up the Goods to the **Company**. If the **Customer** fails to do so immediately the **Customer** shall permit the **Company** or its appointed agents or representatives to enter upon the **Customer's** premises or any premises of any third party where the Goods are stored and repossess the Goods without liability.

9. BOX SHIFT

9.1 Unless specifically ordered in writing by the **Customer** the **Company** shall not provide any installation of Goods, connection of the Goods to existing equipment or systems, site preparation or training.

9.2 If the **Customer** requests that any installation, connection, site preparation, training or other services are provided by the **Company** the **Company** may at its discretion provide these at the **Company's** standard rates for such services prevailing from time to time.

10. CANCELLATION

10.1 No order which has been accepted by the **Company** in accordance with the provisions of these conditions may be cancelled by the **Customer** except with the **Agreement** in writing of an authorised representative of the **Company** and on the terms that the **Customer** may be required to indemnify the **Company** in full for any costs, damages, losses charges and expenses (including any loss of profit) incurred by the **Company** as a result of the cancellation.

11. WARRANTIES

11.1 Most new products are sold with a manufacturer direct warranty, or the **Company's** own extended warranty programme, the repair or replacement of a product is subject strictly to the respective manufacturer's policies. Where a **Customer** notifies the **Company** of a defect in the Goods within the time provided for the applicable manufacturer's policy, which defect is subsequently verified by the manufacturer and/or the **Company's** technical inspectors, the **Company** at its sole discretion will repair/replace the Goods or refund the monies paid by the **Customer** for the Goods.

12. RETURNS

12.1 The **Company** will accept unwanted products from the **Customer** within 14 days of delivery, provided that the goods are in an unopened condition in the original pristine packaging and complete with accessories, sealed manuals, unopened sealed software and be in a totally resalable and will be subject of a minimum handling fee of £20 or 15% of goods value whichever is the greater. Non-stock, special order items, opened software, and some printed circuit boards are not returnable.

12.2 The **Company** does not supply items on a test or trial basis and we strongly advise customers to check suitability and all specifications before ordering. (Please always check with the manufacturers web site and/or our technical dept for suitability of a product)

12.3 All returned goods must be accompanied by a Returns Authorisation Number (RAN) which can be obtained by contacting the sales department on 08703 667 330. Returned goods will not be accepted by the **Company** without a RAN number. The RAN number must be clearly marked on the outside of the packaging not on the goods or their immediate display packaging. Failure to follow these instructions may result in a delay and additional costs.

The **Company** will advise the **Customer** of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection of the product or request that you return the product directly.

If the **Company** arranges courier collection of your return, the **Company** is unable to specify the collection time, and it is the **Customer's** responsibility to ensure that someone will be present when the courier arrives at the collection address.

If the **Company** request the **Customer** to return the item to us directly, please do so to our address as detailed on our RAN form. Proof of postage is not necessarily proof of delivery and therefore the **Company** strongly advised that you send your package by recorded delivery, registered post or courier and to maintain sufficient insurance to cover the value of the goods.

The **Company** cannot accept liability for packages damaged during transit. It is the **Customer's** responsibility to ensure that the package is wrapped adequately to prevent damage.

Where appropriate the cost of returning the item will be refunded to you.

12.4 No correctly supplied item that has clearly been used can be returned for credit.

13. COMPLETE AGREEMENT

13.1 The terms of this **Agreement** constitute the whole of the **Agreement** between the parties. Any enlargement, variation, exclusion or addition shall be without effect. No variation to these conditions (including the incorporation the **Customer's** standard terms and Conditions of business) shall be binding upon the **Company** unless agreed in writing by the **Company** and signed by an authorised representative of the **Company**.

13.2 The **Company's** employees, agents or representative are not authorised to make any legal representations concerning the **Company** unless such representations are confirmed in writing by an authorised representative of the **Company**.

13.3 This **Agreement** is governed by the law of England and Wales.

GENERAL

In order to provide a quality service we may record or monitor phone calls between the **Customer** and The **Company**.