

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.

“Grade” the grade of the Goods as set out in the Pro Forma Invoice, further details of which are set out in the Supplier’s literature, a copy of which is available on request or are set out on the Website.

“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 any of the following:

- (a) the submitted to the Supplier in writing (including by email or other electronic message service);
- (b) the order placed by the Customer with the Supplier over the telephone; or
- (c) the order placed by the Customer with the Supplier via the Website.

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

“Website” means the website at www.ingrammicrodealerportal.co.uk

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 only be deemed to be accepted when the Supplier issues a Pro Forma Invoice, at which point the Contract shall come into existence.
- 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.
- 2.5. This Contract may not be cancelled by the Customer except with the agreement in writing of the Supplier on terms that the Customer shall indemnify the Supplier against all costs, expenses and liabilities incurred by the Supplier in relation to the Contract prior to its cancellation.

- 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 Contract; and/or
 - 2.7.2. reduce the quantity of Goods to be supplied under the Contract, 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 Contract 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 Contract and the Supplier shall issue a credit note for any refund paid under this clause.

3. Goods

- 3.1. The Goods are as described in the Pro Forma Invoice supplied by the Supplier.
- 3.2. The Supplier allocates a Grade to the Goods using reasonable care and skill.

4. Delivery

- 4.1. The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.2. Delivery of the Goods shall be completed:
 - 4.2.1. on the goods' arrival at the Delivery Location; or
 - 4.2.2. if to be collected by the Customer or a courier (on behalf of a customer) the collection of the Goods from the Delivery Location by that party.
- 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.
- 4.5. The Supplier may deliver the Goods in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality and Returns

- 5.1. Ingram Micro sells all devices in good faith to its clients. It is the Customer's responsibility to inspect the Goods to ensure that the Goods are as described in the Pro Forma Invoice. If following receipt there are any discrepancies between goods as described and as delivered, Ingram will work with the client to resolve the issue under the following terms.
- 5.2. The following returns policy shall apply to all trade buyers for all graded/refurbished goods sold by Ingram Micro Services Ltd.
- 5.3. Following the inspection, if in the Customer's opinion the Goods do not comply with the Grade, the Customer shall within 14 days of their delivery, inform the Supplier of their request to return the Goods.
- 5.4. For issues with devices where the sim lock appears active, and where it is not supposed to be, buyers should contact Ingram Micro in advance of any RMA sheet being completed with the affected IMEI. Ingram will then unlock the device or provide unlock codes, thereby avoiding the need to return it. If unlocking cannot be carried out, the unit will be accepted back as an RMA.

- 5.5. For all potential returns, the RMA sheet below must be completed. All details in the upper portion of the form need to be filled in. Please provide IMEI's, Make & Model, Lot Number, Grade, Order/Proforma #, Buy Price and Fault/Issue together with your transaction currency. Incomplete forms may result in the RMA being rejected or delayed.
- 5.6. The RMA team will check your completed RMA form, confirming the details (IMEI, Fault & Warranty cover). You will then receive authorisation to return the stock with the RMA number provided.
- 5.7. Print a copy of your completed form to enclose with the faulty stock. Clearly label the box with the approved RMA number. Any returns received back without the RMA form attached to the box will not be assessed and will be returned to the buyer untouched.
- Please pack the stock securely to avoid damage in transit. Label & address the package clearly using the address supplied below. Please use an insured shipping service, as anything lost or damaged in transit is not Ingram Micro liability.
- 5.8. Ingram Micro will consider goods for return only in cases where the goods have been received back at Ingram Micro. No goods will be considered for resolution/credit unless physically received back.
- 5.9. All returned goods will be screened for the reported issue. If the issue is confirmed, the device will be processed for credit and a credit note will be issued. If the issue is not confirmed, the device will be returned to the buyer and no credit note will be issued.
- 5.10. The Supplier will not accept return of Goods received later than 14 days from the date of delivery for any reason whatsoever.
- 5.11. All RMA stock is returned to Ingram Micro at the customers cost. Any rejected stock will be returned to the customer at our cost.
- 5.12. In the event that the Supplier agrees, in its sole opinion (acting reasonably) that the Goods do not comply with the Grade, the Supplier will at its discretion repair or replace the defective Goods or refund the price of those Goods which are defective (and have not been repaired or replaced) in full. The Supplier may replace defective Goods with Goods of the same or better model or Grade and/or in alternative colours.
- 5.13. in the event that the Supplier does not agree, in its sole opinion (acting reasonably) that the Goods do not comply with the Grade, it will notify the Customer of the decision and return the Goods to the Customer.
- 5.14. The Supplier shall not be liable for Goods returned by the Customer under the RMA process if:
- 5.14.1. the Goods arrived at the Supplier's place of business later than 14 days from the initial delivery date
 - 5.14.2. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same.
 - 5.14.3. the Supplier, acting reasonably, believes the Customer has altered, repaired on in any way tampered with the goods without the written consent of the Supplier; or
 - 5.14.4. the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions.

- 5.15. Where the Supplier is Ingram Micro, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract
- 5.16. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

- 6.1. The risk in the Goods shall pass to the Customer on delivery.
- 6.2. Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cleared funds) for the Goods.
- 6.3. Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property.
 - 6.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods.
 - 6.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
 - 6.3.4. give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7. Price and payment

- 7.1. The price of the Goods shall be the price set out in the Pro Forma Invoice.
- 7.2. The price of the Goods is exclusive of the costs, tariffs and charges of packaging, insurance, export and transport of the Goods, which shall be invoiced to the Customer.
- 7.3. The price of the Goods is exclusive of amounts in respect of value added tax (VAT) except if the margin scheme applies for the Goods. In case the margin scheme applies, the price is deemed to include VAT. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier the price of the Goods and the amount of VAT mentioned on this invoice.
- 7.4. The Supplier may invoice the Customer for the Goods on or at any time before the completion of delivery. The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within the period set out in the Pro Forma Invoice or any other invoice raised by the Supplier.
- 7.5. Time of payment is of the essence.
- 7.6. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above either the Bank of England's base rate from time to time (where the Supplier is Ingram Micro) Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. The Customer shall also pay any reasonable costs (including collection agency costs and legal fees) incurred by the Supplier in connection with any late payment of sums due by the Customer.
- 7.7. The Supplier shall not be liable for any VAT, import taxes or other taxes due, if the Customer has not returned the Goods to the place nominated by the Supplier.
- 7.8. If the Customer becomes entitled to a refund of the price of any Goods under the Contract and the Customer has failed to return the Goods to the place

specified by the Supplier under clause 5.2, and the Customer fails to comply with the remedy set out in the provisions of clause 5.2.1, the Supplier shall be entitled to retain 20% of the price of the Goods, as compensation for the change in VAT status of the Goods returned by the Customer.

8. Limitation of liability

- 8.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - 8.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).
 - 8.1.2. fraud or fraudulent misrepresentation.
 - 8.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979.
 - 8.1.4. defective products under the Consumer Protection Act 1987; or
 - 8.1.5. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
 - 8.1.6. Section 8.1 is only applicable when the Supplier is Ingram Micro.
- 8.2. The Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 8.3. The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price received by the Supplier in respect of the Goods.

9. General

- 9.1. The Customer may not assign any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 9.2. A notice given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business.
- 9.3. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 9.4. If any provision of the Contract is held by a court or other competent authority or tribunal to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 9.5. Where the Supplier is Ingram Micro, the Contract shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to be subject to the non-exclusive jurisdiction of the courts of England and Wales.
- 9.6. The Contract is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions, whether under the Contracts (Rights of Third Parties) Act 1999 (where the Supplier is Ingram Micro) or otherwise.