

TERMS AND CONDITIONS

The following terms and conditions are the terms on which Wishtrac House Limited (WHL) who's company registration number is 06765314 and Registered Office Address is Unit 5, Price Street Business Centre, Price Street, Birkenhead, CH41 4JQ offers and sells to Buyer s and governs all sales of Goods and services. Nothing in these terms and conditions shall affect the statutory rights of the Buyer.

How the contract is formed between you and Wishtrac House Limited

After placing an order, you will immediately receive an email from us acknowledging that we have received your order - this is not an acceptance, simply an acknowledgement of your order.

All orders are subject to acceptance by us, we will confirm acceptance to you by sending a second email at which time the contract between us will be formed and we will confirm delivery and payment details.

Once your order has been accepted you are not able to amend the order without our written consent.

1. VALUE ADDED TAX - VAT will be charged in accordance with UK government regulations ruling at the time of despatch.

2. PRICING - The price for Goods or services is correct at the time of going to print or when web pages are uploaded but are subject to change without notice. In the event of changes to the price WHL will notify Buyer s either before despatch or on the buyers invoice, included with the Goods at the time of delivery. If the Buyer does not accept the price increase at the time of delivery then WHL will accept return of the Goods for a refund, on condition that they are received by WHL in merchantable quality, in the original packaging and that the Buyer notifies WHL of the decision in writing within 7 working days of receipt of the goods. All prices are quoted in pounds sterling and are payable in sterling.

3. PACKING AND CARRIAGE CHARGE - Orders within the United Kingdom are charged at £4.95 per order. WHL reserve the right to amend packing and carriage charges at anytime. Please contact WHL for costs for overseas orders.

4. PAYMENT - All invoices are payable within the terms specified upon the invoice, this being within 30 days from delivery of the goods. All transaction bank charges are to be paid by the Buyer. WHL reserve the right to exercise their statutory right to compensation, interest and debt recovery charges under the Late Payment of Commercial Debts (Interest) Act 2013. On all overdue amounts. WHL will at its discretion assign each Buyer a credit limit in the event the aggregate value outstanding from the Buyer exceeds this limit WHL reserve the right to terminate the contract forthwith. The Buyer agrees to reimburse WHL all legal costs incurred by them in connection with any legal proceedings taken by WHL against the Buyer to recover sums outstanding under this agreement.

5. DELIVERY - WHL endeavours to despatch Goods within 5 working days of order date. The Buyer agrees that delivery dates quoted by WHL are an estimated delivery date and therefore not guaranteed. WHL will take all reasonable steps to ensure delivery of Goods is as quoted or requested by the Buyer. However, WHL can not be held liable for delivery. All Goods will be deemed to have been delivered two days after shipping. In the event of failed/refused deliveries for any reason we reserve the right to charge re-delivery costs and where applicable storage charges amounting to 10% of the total order value per week or part thereof.

6. RIGHT TO CANCEL and RETURN OF GOODS - With the exception of our approval service, Goods are sold on a firm sale basis. However, Buyers have the right to cancel an order, in writing, within 7 working days from receipt of the goods, although this right to cancel does not cover any of the following goods.

- Goods that are made to order to your specifications, such as furniture units, all Monarch furniture units, laptop, netbook, ipad and tablet trolleys, certain projector screens and other products, or items ordered under the TTS Direct brand
 - The item is audio, video or computer software and any seals or packaging have been opened.
 - For all other items a full refund might not be possible if the packing has been opened, therefore reducing their saleable value.
- . If a Buyer cancels an order after despatch and within the 7 working days from receipt, the Goods cannot be returned to WHL without prior written authorisation. The returned Goods must be received by WHL in merchantable condition and in the original packaging. When returning Goods under this clause, the Buyer agrees to return the Goods at their own cost and WHL reserves the right to charge the Buyer for the direct costs of recovering Goods not paid for and not returned.

7. RETURNED GOODS - (a) Wishtrac will not accept goods for credit unless such return has been authorised by Wishtrac, and the goods are received back in stock condition, with original packaging, and Wishtrac retains the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof.

(b) The purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the purchaser to Wishtrac for credit, and goods shall be at the risk of the purchaser until actual receipt of the goods by Wishtrac. The onus of proof of safe delivery shall rest with the purchaser. (c) All items returned to the vendor by prearrangement and found to contain no fault, and all goods returned due to being ordered in error, or which are no longer required, will be subject to a 20% restocking charge, including all Monarch furniture, laptop, computer and tablet trolleys or charging units, and TTS Direct goods. We reserve the right to levy delivery/collection, re-stocking and administration charges for goods ordered in error.

8. DAMAGED GOODS - Buyers must contact WHL within 3 working days of delivery for any Goods received damaged on delivery. Where the Goods are visibly damaged on receipt, the Buyer should show damaged parcels to the carrier and sign for the Goods as damaged, otherwise WHL is not obliged to accept a claim for damaged goods.

9. ACCEPTANCE - The Buyer shall be deemed to have accepted the Goods if they have not been rejected on or before the 7th working day after delivery. The Buyer shall not be entitled to reject the Goods in whole or in part after such date.

10. TITLE AND RISK - Risk in the Goods shall pass to the Buyer on delivery. Notwithstanding delivery and the passing of risk in the Goods, the Goods shall remain the sole and absolute property of WHL until such a time as the Buyer have paid to WHL in cash or cleared funds the purchase price of the Goods, together with the full price of any other Goods the subject of any other contract between WHL and the Buyer. The Buyer acknowledges that until such a time as they become the owner of the Goods, the Buyer is in possession of the Goods solely as fiduciary agent and bailee for WHL and the Buyer will store, protect and insure the Goods on its premises separately from its own Goods or those of any other person and in a manner which makes them readily identifiable as the Goods of WHL. Subject to the terms hereof, the Buyer is licensed to re-sell or use the Goods in the ordinary course of its business PROVIDED THAT any sale of the Goods shall take place as bailee for WHL and that the entire proceeds of sale are held in trust for WHL and are not mingled with other monies or paid into any overdrawn bank account. The Buyer's right to possession of the Goods shall cease if the provisions of Condition 10 shall apply to the Buyer. If payment for the Goods is overdue in whole or in part WHL may, without prejudice to any other rights or remedies, recover and/or sell the Goods or part thereof and shall be entitled to enter upon the Buyers premises or site for that purpose.

11. DEFAULT OR INSOLVENCY OF BUYER - This condition applies if:

The Buyer is in breach of any of its obligations under these Conditions: or The Buyer has a receiving order in bankruptcy made against him or makes any arrangement with his creditors or, being a Company, has a receiver, liquidator, administrator, supervisor or administrative receiver appointed over its property or assets or any part of them or if any order shall be made or any resolution passed for winding up the Buyer, or The Buyer ceases, or threatens to cease, to carry on business, or The WHL reasonably considers that any of the events mentioned above will occur. If this condition applies then the WHL may without prejudice to its other rights or remedies, demand immediate payment by the Buyer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the WHL and the Buyer without any liability attaching to the WHL in respect of such suspension or cancellation and debit the Buyer with any loss sustained thereby.

12. LIMITATION OF LIABILITY - WHL shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the goods. Without prejudice to this condition WHL shall not be liable to the Buyer or to any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way. The liability of WHL under these conditions shall not exceed the price of the goods.

13. USER LICENCES - For Goods sold under licence to a fixed number of users then it is the Buyers' responsibility to ensure that the Goods are not used on a number of computers that exceeds the purchased licence.

14. 28 DAY APPROVAL PERIOD - Software can be ordered on 28 day approval. Items are returned at the Buyer's own cost and the correct postage must be paid. If Goods are not returned within the 28 day approval as outlined on the issued approval notice, then the order becomes a firm sale. An invoice and software licence will be posted to the purchaser, and Goods cannot then be returned, but must be paid for.

15. VARIATION - WHL reserves the right to vary contract terms from time to time as necessary.

16. COMPLAINTS PROCEDURE - If the Buyer has any complaints they should at first contact WHL using any of the details given on their website.

17. NOTICE - WHL will accept written notification in electronic form (to enquiries@wishtrac.com), in writing delivered by post, or by fax to 08002 707 507. Notification electronic form will be deemed delivered on the day of transmission if sent before 5pm and deemed delivered on the next working day if sent after 5pm.

18. FORCE MAJEURE - WHL shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and WHL shall be entitled to a reasonable extension of its obligations.

19. WAIVER - No waiver by WHL (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

20. SEVERANCE - If any term or provision of these Terms and Conditions is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

21. GOVERNING LAW AND JURISDICTION - These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.