



Terms & Conditions

1.1 This online portal is operated by **Strongbox Computers Ltd** (registered number 9763635) whose registered office is at 2 Tower House, Hoddesdon, Hertfordshire EN11 8UR, United Kingdom ("**Strongbox Computers Ltd**" or "we" or "us").

2. Definitions

2.1 "Business Customer" means a customer who is not a Consumer;

2.2 "Consumer" means an individual who is not acting for the purposes of his or her business or profession;

2.3 "Strongbox" means **Strongbox Computers Ltd** also referred to as "we" or "us" in these Terms and Conditions;

2.4 "Catalogue" means the catalogue of products and services offered by **Strongbox Computers Ltd**;

2.5 "Force Majeure" means any cause affecting the performance **Strongbox Computers Ltd** of its obligations arising from acts, events, omissions, happenings or nonhappenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party;

2.6 "Normal Working Hours" means 8.00 am to 5.00pm on a Working Day;

2.7 "Working days" means Monday to Friday, excluding Bank or other Public holidays;

2.8 "Web site" means the **Strongbox Computers Ltd** internet website, accessed through the address www.strongboxtechnology.com;

2.9 "Customer" means a customer or potential customer of **Strongbox Computers Ltd**;

2.10 "User" means the person who accesses the website on behalf of the Customer;

2.11 "Products" means the products listed for sale on www.eudealers.com, which can be purchased by the Customer;

2.12 "Terms and Conditions" means the terms and conditions for access to **Strongbox Computers Ltd** website by the Customer and its Users and the **Strongbox Computers Ltd** Terms and Conditions of sale, which deal with the commercial and trading aspects between the Customer and **Strongbox Computers Ltd**.

3. Orders

3.1 All contracts of sale made by **Strongbox** shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the Customer. Cancellation of orders by Business Customers is not accepted as most orders are built to order. Cancellation of orders by Consumers will be accepted in accordance with the Consumer Protection (Distance Selling) Regulations 2000. Nothing in these terms and conditions is intended to impinge upon a Consumer's statutory or contractual rights to reject faulty goods.

3.2 All orders are subject to acceptance and to availability of the products ordered. **Strongbox** is entitled to refuse any order placed by you.

3.3 You undertake that:

3.3.1 all details you provide to us for the purpose of purchasing goods or services offered on our web site are correct, and

3.3.2 any credit or debit card you use to make a purchase from us is your own card or your company's card, that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any goods or services you order from us. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.

3.4 Please note, **Strongbox** may record and / or monitor inbound and outbound calls and electronic traffic for training and reference purposes.

4. Prices

4.1 **Strongbox** reserves the right, by giving notice in Writing to the Customer at any time before delivery, to increase the price of the products to reflect any changes in specifications for the Goods which are requested by the Customer or are necessary as a result of any delay caused by (a) the Customer's instructions or (b) the Customer's failure to provide adequate information or instructions to **Strongbox**.

5. Delivery, Title and Risk

5.1 **Strongbox** shall use reasonable endeavours to dispatch goods by the date agreed with the customer, but does not accept liability for failure to deliver goods within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by components shortages or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay.

5.2 If **Strongbox** is unable to deliver the products ordered within 90 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to **Strongbox** in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to **Strongbox** after the above date but before delivery of the goods or notification from **Strongbox** that the goods are ready for delivery.

5.3 **Strongbox** does not accept liability for shortages or damage to deliveries unless the Customer notifies **Strongbox** of the shortage or damage in writing within 24 hours of receipt of the delivery.

5.4 The Goods are at the risk of **Strongbox** from the time of their delivery by **Strongbox** to the Designated Carrier. If for any reason the Customer will not accept delivery of any of the products when they are ready for dispatch to the Designated Carrier, or **Strongbox** is unable to dispatch the Goods to the Designated Carrier on time because the customer has not provided appropriate instructions, documents or authorisations, risk in the Goods will pass to the Customer (including for loss or damage caused by the Seller's negligence) from the moment of a signed POD, the Goods will be deemed to have been delivered.

5.5 Title in the products does not pass to the Customer until payment is received in full by **Strongbox**.

5.6 If the Customer cannot accept delivery, **Strongbox** may at its option: (i) store and insure the goods at the Customer's expense and risk or (ii) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or (iii) re-arrange delivery provided that **Strongbox** may charge the Customer for the additional delivery costs incurred.

5.7 The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and **Strongbox** shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

5.8 Upon delivery of the products, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery. **Strongbox** shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

6. Availability

6.1 We endeavour to ensure availability on all our listed solutions on our website, however we cannot guarantee or warranty availability. In the unlikely event that your chosen solution is unavailable we will contact you ASAP to advise of expected delivery dates. If a product that has been ordered is still not available after the indicated waiting period has elapsed, we will contact you by e-mail or by phone in order to propose an extension to the waiting period or to suggest a different product. At all times you will be informed of the progress of your order.

7. Payment

7.1 There are five different ways to arrange payment, by phone or email: Account, Paypal, Credit card or Debit card or Bank transfer.

7.1.1 On Account - Please fill in the Credit Application and Authorisation Form, once we have received this we apply for an insured credit limit from our credit insurers, this process can take up to a week, once complete we can then offer a revolving 30 days credit account up to the insured limit offered to us.

7.1.2 Credit and Debit cards: Visa, Eurocard -Mastercard, Switch and Solo

7.1.3 Bank transfer payment: **Strongbox** offers the opportunity to pay by bank transfer. Please note that Bank transfers from abroad will only be accepted if the additional transfer costs are paid by the customer. Your payment will be processed when your bank transfer is received. Once your payment received we will process your order.

7.2 Please note that for security reasons **Strongbox** will always ask its clients for a bank transfer payment for a first transaction.

7.3 Please note that if our insurance company and our fraud department suspect a fraud we reserve the right to cancel a transaction for security purposes.

7.4 **Strongbox** standard terms of payment for credit account customers are 30 days from the date of the invoice, and these will apply except in the case of transactions where different terms are agreed in writing.

7.5 If payment is not made on the due date, **Strongbox** will be entitled to charge interest daily on the outstanding balance at the rate of 3% above Coutts Bank PLC base lending rate from time to time.

Strongbox operates a cash positive purchasing policy to secure the best discounts when buying stock, so in many cases we will request payment in advance, as we have to pay in advance, to enable us to facilitate orders to you the lowest prices.

8. Product specifications

8.1 **Strongbox** makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual content and specifications where these are changed by the manufacturer.

8.2 If **Strongbox** cannot supply a product as ordered by the Customer, **Strongbox** reserves the right to offer a solution of equal or superior performance at no extra cost. In such a case, if the Customer does not wish to accept the alternative specification offered, he or she may cancel the order and require the refund of any money paid to **Strongbox** in respect of that order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

9. Trade names and Trade Marks

9.1 Trade names and marks (other than **Strongbox**) are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.

9.2 In the case of component purchases, Customers requiring a particular brand of product should, before placing an order, check with **Strongbox** the identity of the manufacturer of component it is proposed to purchase.

10. Warranties and Returns

10.1 **Strongbox** is committed to providing our customers with the highest quality products and service. However, on rare occasions, machines may be found to be faulty or defective. In such cases we offer the returns facilities described below.

10.2 Unless otherwise stated in the manufacturer's documentation, all products delivered to a UK mainland address carry a 3 Year no quibble warranty.

10.3 If you purchase a solution in the course of your business, the following provisions of this Clause shall apply. Other than the express provisions set out in these terms and conditions, all other terms

and the implied terms or warranties relating to the supply of products are excluded to the fullest extent permitted by law).

10.4 **Strongbox** cannot be held responsible for equipment installed or configured when the product has subsequently been altered or configured by persons other than **Strongbox** themselves. Except as set out here, all other express or implied terms or warranties relating to the Services are excluded to the fullest extent permitted by law.

10.5 Subject to the right of Consumers to return goods for refund under The Consumer Protection (Distance Selling) Regulations 2000 (see Clause 14), **Strongbox** does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of solutions before ordering.

10.6 In the event that **Strongbox**, at its discretion (unless the Consumer Protection (Distance Selling) Regulations 2000 apply, agrees to accept the return for credit of unwanted products, the products must be returned with **Strongbox** prior written agreement within 7 days of delivery. The solution must be unopened and in perfect re-saleable condition. All products returned in these circumstances (except where the Consumer Protection (Distance Selling) Regulations 2000 apply, will be subject to a handling fee of 25% of **Strongbox** sale price for the goods

11.1 All returned solutions must be accompanied by **Strongbox** Returns Material Authorisation number ('RMA Number') which can be obtained by contacting Customer Services. Returned machines will not be accepted without an RMA Number. Do not write directly on the manufacturer's packaging. Please write the RMA number on the address label provided with the Returns Material Authorisation and attach it to the returned package. Any defacement of the manufacturer's packaging or damage caused by inadequate packaging may result in the rejection of the return or an additional restocking fee, at **Strongbox** sole discretion.

11.2 **Strongbox** cannot accept liability for packages damaged during transit. It is the Customer's responsibility to package the product adequately to prevent damage.

11.3 Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by courier, and to insure the goods for their full value.

11.4 On receipt of the returned machine, we will test it to identify the fault you have notified to us.

11.5 If following the testing process, the machine is found to be in good working order without defect, we will return the machine to you, and the carriage costs of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with a replacement machine before completion of the testing process, you will have to pay for this product also.

11.6 Unless otherwise stated in the manufacturer's documentation, all products delivered to a UK mainland address carry a **Strongbox** warranty of 3 years. Customers who wish to make a warranty claim must comply with the **Strongbox** instructions and warranty procedure.

11.7 This warranty shall not apply if the products have been worked upon, altered or damaged in any way by the Customer or its employees or agents.

12. **Strongbox** liability

12.1 In its dealings with Business Customers, **Strongbox** shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships loss of data and other financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods, which we may be liable to refund to you, in whole or in part, if the goods are faulty or do not comply with their description). **Strongbox** liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

13. Force Majeure

13.1 Where, in spite of its reasonable efforts, **Strongbox** is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Customer.

14. The Consumer Protection (Distance Selling) Regulations 2000

14.1 Contracts for the purchase of goods by a Customer not acting in the course of a business and made by email or telephone, are, with the exception of certain excepted contracts, subject to The Consumer Protection (Distance Selling) Regulations 2000 ('the Regulations').

14.2 If the Regulations apply, Customers may cancel goods purchased from **Strongbox** by sending a written notice of cancellation by post or hand delivery addressed to Customer Services by email to info@strongboxtechnology.com

14.3 The notice of cancellation must be delivered within 7 working days of the day after date of delivery of the machines.

14.4 The Customer will be responsible for the cost of returning the machines if he or she exercises this right of cancellation under the Regulations.

15. Errors and Omissions

15.1 **Strongbox** makes every effort to ensure that all prices and descriptions quoted in its website are correct and accurate. However, the frenetic tempo of e-commerce makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, **Strongbox** will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. **Strongbox's** liability in that event will be limited to the return of any money the Customer has paid in respect of the order.

16. Sale and Purchase

16.1 **Strongbox** shall sell and the Customer shall purchase such quantities of the Products as may be ordered by the Customer

17. Liability

17.1 Except to the extent expressly provided in **Strongbox** Terms and Conditions of Sale, if applicable, **Strongbox** makes no warranty, express or implied, or representation whatsoever regarding the website or the Content or any advertising, services or products provided through or in connection with this website.

18. General

18.1 Nothing in these terms and conditions affects your statutory rights as a Consumer.

18.2 If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

18.3 These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the exclusive jurisdiction of the English courts in respect of any matter arising in connection with these Terms and Conditions and/or this web site. This web site is controlled and operated by **Strongbox** from its offices in England.