

General Terms & Conditions

1. Definitions

1.1 "Business Customer" means a customer who is not a Consumer.

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

1.3 "Vision" means Vision Computer B.V. and Vision Computer UK Ltd, also referred to as "we" or "us" in these terms and conditions.

1.4 "Catalogue" means the catalogue of products and services offered by Vision.

1.5 "Force Majeure" means any cause affecting the performance by Vision of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.

1.6 "Normal Working Hours" means 9 am to 5 pm on a Working Day.

1.7 "Working days" means Monday to Friday, excluding Bank or other Public holidays.

1.8 Please note special terms apply to Consumers, which prevail over the other provisions of these terms and conditions. Customers who are Consumers are referred to Clause 13.

2. Orders

2.1 All contracts of sale made by Vision shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the party ("the Customer") with whom Vision is dealing. Cancellation of orders by business to business customers is not accepted as many orders are dispatched on the same day the order is placed. 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.

2.2 All orders are subject to acceptance and to availability of the goods ordered: Vision is entitled to refuse any order placed by you.

2.3 You undertake that:

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

b) the 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.

2.4 Please note, Vision may record and / or monitor inbound and outbound calls and electronic traffic for training purposes.

3. Prices

3.1 Goods and services, together with VAT, are invoiced at the price prevailing at time of order.

3.2 Vision reserves the right to modify the prices from time to time.

4. Delivery, Title and Risk

4.1 Vision shall use reasonable endeavours to despatch goods by the date agreed with the customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay. A customer who is a Consumer shall be entitled to cancel an order when advised of a delay if the revised delivery date is not acceptable.

4.2 In the case of a Business Customer, if Vision is unable to deliver the goods within 30 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 Vision in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to Vision after the above date but before delivery of the goods or notification from Vision that the goods are ready for delivery. This Clause does not apply to Consumers.

4.3 In the case of Business Customers, Vision does not accept liability for shortages or damage to deliveries unless the Customer notifies Vision of the shortage or damage in writing within 48 hours of

receipt of the delivery. Consumers should notify shortages or damage within a reasonable period of becoming aware.

4.4 Business Customers are required to be able to accept the goods when they are ready for delivery within Normal Working Hours.

4.5 Delivery is deemed to take place when the goods are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.

4.6 Title in the goods does not pass to the Customer until payment is received in full by Vision.

4.7 If the Customer cannot accept delivery, Vision may at its option:

- a) store and insure the goods at the Customer's expense and risk or
- b) 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
- c) re-arrange delivery provided that Vision may charge the Customer for the additional delivery costs incurred.

4.8 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 Vision shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

4.9 Upon delivery of the goods, 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. Vision shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

5. Payment

5.1 Payment is due on shipment unless a Customer has been approved for credit. Vision's standard credit terms require payment within 30 days from the date of the invoice, except in the case of transactions where different terms are agreed in writing.

5.2 Payment may be made by wire transfer, cash, cheque, Visa and MasterCard

6. Product specifications

6.1 Vision makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.

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

6.3 Vision has to adhere to the manufacturer's guidelines stipulating that a given defect(s) that are deemed acceptable before an item is accepted for replacement on grounds of fault.

E.g. Due to the current manufacturing methods of active matrix display panels, a small percentage of sub-pixel anomalies (i.e. a pixel that is stuck on or off) are accepted by the industry as unavoidable. Accordingly, because the manufacturing yield of perfect active matrix panels is low, displays may have some sub-pixels that are either always on or off. The cost of accepting only theoretically perfect displays would almost double the price of a portable computer using an LCD screen. Please be aware of this before purchasing a TFT screen.

7. Trade names & Trade Marks

7.1 Trade names and marks (other than Vision's) 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.

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

7.3 Vision and the Business Customer/Consumer acknowledge the intellectual property rights of suppliers and manufacturers of the products appearing Vision's sales literature and on Vision's website.

8. Warranties & Returns

Please note that special terms apply to Consumers who wish to return goods, which prevail over the provisions of this Clause 8. Customers who are Consumers are referred to Clause 13.

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

8.2 Unless otherwise stated in the manufacturer's documentation, all goods delivered to a UK mainland address carry a specified manufacturer's warranty.

8.3 If you purchase goods 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 goods are excluded to the fullest extent permitted by law. Goods are not tested or sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing.

8.4 If you purchase services in the course of your business, the following provisions of this Clause shall apply. Vision shall use its skill and expertise to carry out any contracted works (the "Service(s)") to a standard equivalent to that of a competent computer professional, and shall warrant our work as free from defects, for a period of 30 days after completion. In particular, we cannot be held responsible for any fault or damage not caused by Vision services' engineers or its contracted agents. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing Services, Vision reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Service(s). Additionally, Vision cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than Vision. 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.

8.5 Subject to the right of Consumers to return goods for refund under The Consumer Protection (Distance Selling) Regulations 2000 (see Clause 13), Vision does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering. In some instances, Customers may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such goods are not returnable to the manufacturer and may not be sold to other customers. Accordingly, orders for such goods can not be cancelled and Vision can only return or repair Goods where they prove to be defective and the Goods are returned for repair or replacement.

8.6 In the event that Vision, at its discretion (unless the Consumer Protection (Distance Selling) Regulations 2000 apply, see Clause 13), agrees to accept the return for credit of unwanted products, the goods must be returned with Vision's prior written agreement within 14 days of delivery. The goods must be unopened, with the manufacturers seals intact and in perfect re-saleable condition All goods returned in these circumstances (except where the Consumer Protection (Distance Selling) Regulations 2000 apply, see Clause 13) will be subject to a 25% re-stocking fee of Vision's sale price for the goods. Please ensure that the product(s) you have purchased are to your specification prior to breaking the manufacturers seals. This will avoid disappointment and the product(s) being rejected, should you wish to return them.

8.7 No contract shall be cancelled once accepted by Vision nor shall any Goods which are delivered in accordance with the contract be returned without prior written approval of Vision and on terms to be determined at the absolute discretion of Vision.

a) Vision's technical support staff or Customer Support staff, as appropriate, will advise you 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, or request that you return the product directly to us. If the goods are found on inspection to be defective, the cost of returning the item will be refunded to you.

Authorised product returns must be sent to: Vision Computer Returns (Vision), **5A Thorpe Close, Thorpe Industrial Estate, Banbury , Oxfordshire, OX16 4SW**

b) Vision offers a "no charge" collection, repair and delivery service (on the UK mainland only) for hardware which is shown to be faulty provided that the fault is reported within 14 days of delivery. If we have arranged for a courier collection of your product, we are unable to specify the collection

time, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.

c) A Goods Returns Authorisation Number (RAN) must be obtained from Vision for each and every return so that we are able to administratively process your return, otherwise we have no means of identifying the Goods being returned. This may result in difficulties in returning monies. The RAN must be clearly shown on each parcel returned, and must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages must be returned unopened with the software seals in tact. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.

d) Vision cannot accept liability for packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.

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

f) On receipt of the returned product, if following the testing process, the product is found to be in good working order without defect, we will return the product 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 product before completion of the testing process, you will have to pay for this product also. This Clause does not apply to Consumers returning goods pursuant to Clause 13.

g) Unless otherwise stated in the manufacturer's documentation, all goods delivered to a UK mainland address carry a specified manufacturer's warranty. Customers who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure. In order to resolve your problem as quickly as possible, we will refer you to the product manufacturer who will deal directly with the return. In these instances, we will provide you with the contact information for the relevant manufacturer. If you are a consumer, this does not affect your statutory rights.

h) This warranty shall not apply if the goods have been worked upon, altered or damaged in any way by the Customer or its employees or agents, or to goods not used in accordance with the manufacturer's instructions.

i) No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. If you are a consumer this does not affect your statutory rights. Please note Software Licences are non returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.

9. Vision's liability

9.1 In its dealings with Business Customers, Vision 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). Vision's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

9.2 Nothing in this agreement shall limit Vision's liability for death or personal injury caused by its negligence.

10. Health & Safety

10.1 Vision confirms that the goods it supplies as a distributor do not present a hazard to health and safety

- a) when properly used for the purpose for which they are designed; and
- b) if the Customer takes reasonable and normal precautions in their use.

11. Force Majeure

11.1 Vision shall not be liable to the Business Customer/Consumer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of Vision's obligations in respect of the Goods, if the delay or failure was due to any cause beyond Vision's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Vision's reasonable control:

- a) act of God, explosion, flood, tempest, fire or accident;

- b) war, threat of war, sabotage, insurrection, civil disturbance or requisition;
- c) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d) import or export regulations or embargoes;
- e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Vision or of a third party);
- f) difficulty in obtaining materials, labour or machinery; and
- g) power failure or breakdown in machinery.

11.2 If we are unable to provide you with your Goods within a reasonable time due to circumstances outside our control, we shall either agree a new timescale with you for the delivery of the Goods or either of us may decide to terminate the contract in which case we will return any prepayments that you have made in full.

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12. Open Box & Liquidation Products

12.1 Goods sold as "Open Box" or "Liquidation Stock" are downgraded goods that Vision Computer is able to offer at a discount on the normal catalogue price. Stocks of goods offered as Open Box or Liquidation are limited and such goods are sold subject to the following special rules. These special rules apply in addition to, and in the event of any conflict override, all of Vision Computer's other terms and conditions, except those terms and conditions specifically covering Consumers.

12.2 "Liquidation Stock" and "Open Box" products, by their very nature, have limited availability. Upon receipt of an order, Vision Computer will check stock availability. Until stock availability is confirmed to the customer, a contract for sale will not be created and no payment will be debited from the customer.

12.3 All goods sold by Vision Computer as "Open Box" or "Liquidation Products" are sold subject to the following special rules that apply in addition to Vision Computer's other terms and conditions.

12.4 Products are non-returnable unless we have made an error or the goods are faulty;

12.5 Prices are not subject to value, cash or volume discounts.

13. The Consumer Protection (Distance Selling) Regulations 2000

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

13.2 If the Regulations apply, Customers may cancel goods purchased from Vision by sending a written notice of cancellation by post or hand delivery addressed to Customer Services at Vision Computer, **5A Thorpe Close, Thorpe Industrial Estate, Banbury, Oxfordshire, OX16 4SW** or by fax to **+44 (0)1295 703122** or by e-mail to custservice@visioncomputer.co.uk

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

13.4 The Customer will be responsible for the cost of returning the goods if he or she exercises this right of cancellation under the Regulations. If the Customer does not actually return the goods to Vision, the Customer is under a duty to make the goods available for collection at the Customer's expense from the address to which they were delivered.

13.5 The Customer is under a duty to retain possession of the goods whilst awaiting return to Vision and to take reasonable care of them during this period. The Customer will be liable for any loss of or damage to the goods if he or she fails to comply with this obligation.

13.6 This statutory right applies to all of our products except for digital items where the item has been downloaded. We also regret that we cannot accept cancellations of contracts for the purchase of software products where the product box has been opened.

14. Errors & Omissions

14.1 Vision makes every effort to ensure that all prices and descriptions quoted in its catalogue and on 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, Vision will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. Vision's liability in that event will be limited to the return

of any money the Customer has paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by Vision after the manifest error has been discovered.

14.2 A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by Vision which is more than 10% less than the price that would have been quoted had the mistake not been made.

15. Data Protection

Please note: Vision has a full and detailed privacy statement

15.1 Website Security

Vision Computer's website employs the SSL (Secure Socket Layer) encryption standard in all secure areas, including login pages, customer information and payment details. Provided the Business Customer/Consumer is using an SSL-compliant browser such as Netscape's Navigator, Microsoft's Internet Explorer, Opera or Firefox, the Business Customer/Consumer is able to conduct encrypted transactions without fear of an intermediary obtaining the Business Customer/Consumers credit card information.

15.2 Data Protection & Data Security

Data is maintained under the provisions of the Data Protection Act (1998), Vision's registration number is Z6290748. Vision may contact the Business Customer/Consumer from time to time to verify and update the data Vision holds on the records of the Business Customer/Consumer.

15.3 Information Automatically Logged

Vision uses your IP (Internet Protocol) address to help diagnose problems with Vision's server and to administer Vision's website. The Business Customer/Consumer's IP address is also used to help gather broad demographic information. A disk-based cookie (non session) is used to identify the Business Customer/Consumer.

15.4 Registration and data sharing

Vision's site registration and order form requires users to give Vision contact information (such as name, email, and postal address), unique identifiers (such as username and password), demographic information (such as postcode), and financial information (such as account or credit card numbers). This data is stored for use in all Vision's marketing communications and analysis.

15.5 Vision Computer bv of which Vision is a part, may share the Business Customer/Consumer's information with selected 3rd parties outside Vision's group, in order that they may contact the Business Customer/Consumer to let the Business Customer/Consumer know about goods or services which may be of interest to the Business Customer/Consumer. To let Vision know if the Business Customer/Consumer wish to opt-out of receiving such information please contact Vision. However, irrespective of this, Vision will not share the Business Customer/Consumer's email address or personal telephone number with these 3rd parties.

15.6 Vision may share a Business Customer/Consumer's information with other companies in the group and other third parties. The Business Customer/Consumer may be contacted or sent information in respect of further goods and services available and should inform Vision in writing in the event that the Business Customer/Consumer does not wish to receive this.

16. General terms of business

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

16.2 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.

16.3 Any waiver of a breach of this Agreement must be in writing.

16.4 Any variation of this Agreement must be in writing and signed by a duly authorised Vision official.

16.5 The headings are for convenience only and shall not affect the interpretation of this Agreement.

16.6 Assignment. You must not transfer any contract made with us under these Conditions, as it is personal to you, without written authority from us. This authority will not be refused without good reason.

16.7 Insolvency

This clause applies if:

a) the Business Customer/Consumer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

- b) An encumbrance takes possession, or a receiver is appointed of any of the property or assets of the Business Customer/Consumer ; or
- c) Vision reasonably apprehends that any of the events mentioned above is about to occur in relation to the Business Customer/Consumer and notifies the Business Customer/Consumer accordingly.

If this clause applies then without prejudice to any other right or remedy available to Vision, Vision shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Business Customer/Consumer and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16.8 Customer Service queries

Vision shall make every reasonable effort to resolve or acknowledge by post, telephone or email any queries which the Business Customer/Consumer has made within 48 hours of receipt of any such query.

Vision shall make every reasonable endeavour to respond to complaints within 5 working days and keep the Business Customer/Consumer reasonably notified of any progress thereafter.

Telephone calls made to Vision may be recorded for training purposes.

16.9 Third Party (Rights) Act 1999

No third party shall be allowed to enforce any rights under this contract.

The parties hereby exclude the application of the Contracts (rights of Third Parties) Act 1999 to each and every contract made under these Conditions.

16.10 No Waiver

Vision's failure to insist upon strict performance of any provision of these Conditions shall not be deemed a waiver of its rights or remedies in respect of any present or future default of the Business Customer/Consumer in performance or compliance with any of these Conditions.

16.11 Notice

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

Notice shall be delivered personally or sent by first class prepaid recorded delivery or by registered post (airmail if overseas) or by facsimile transmission and shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of evidence of earlier receipt) 48 hours after posting (six days if sent by airmail) and in the case of facsimile transmission on completion of the transmission provided that the sender shall have received printed confirmation of transmission.

16.12 Enforceability

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these Conditions and the remainder of the provision in question shall not be affected.

16.13 Dispute

In the event of a dispute between the Business Customer/Consumer and Vision, should Vision in writing require, the Business Customer/Consumer agrees to submit to the jurisdiction in accordance with the Arbitration Act 1996 for the time being in force as a legally binding alternative to court action.

16.14 Jurisdiction

The contract shall be governed by the laws of England & Wales and the Business Customer/Consumer agrees to submit to the non-exclusive jurisdiction of the English courts.

16.15 Images

Product images are provided for illustrative purposes only and the actual product you receive may differ from the image displayed in the catalogue or on our website, especially with generic products.

