

T E R M S & C O N D I T I O N S

1. Definitions

1.1 In these Terms of Business the following expressions shall have the following meanings save where the context otherwise requires:

1.1.1 "UK Callnet" means UK Callnet Network Ltd of 5 Temple Square, Temple Street, L2 5RH. UK

1.1.2 "Details" the details which You must provide upon ordering Goods via the Website including physical address, email address, age, bank account and credit, debit or charge card details.

1.1.3 "Fee" means the fee shown on the Website for the provision of the Goods exclusive of value added tax which where applicable shall be payable by You at the rate for the time being in force in the United Kingdom.

1.1.4 "Goods" any item produced and supplied by UK Callnet pursuant to these Terms.

1.1.5 "Sale" a sale effected via the Website.

1.1.6 "Terms" means these terms and conditions between UK Callnet and You.

1.1.7 "Website" means UK Callnet's website located at www.ukcallnet.com.

1.1.8 "Working Days" means Monday to Friday 9am to 5pm excluding bank, public and statutory holidays.

1.1.9 "You" means the person who enters Details.

1.2 The clause headings and any other headings are inserted for convenience only and shall not affect the construction of these Terms.

2. Use of Website

2.1 In seeking to purchase Goods via this Website You must provide accurate Details.

2.2 You hereby warrant to UK Callnet that You are at least eighteen years of age and legally able to enter into contracts for the purchase of Goods.

2.3 UK Callnet reserves the right to withdraw any Goods from the Website without prior notice and to refuse any orders for Goods made by You.

2.4 Your Details and data relating to Your use of the Website will be recorded by UK Callnet but this information shall not be disclosed to third parties nor used for any purpose unrelated to the Website.

2.5 UK Callnet may send a small file to Your computer when You visit the Website. • This "cookie" will enable UK Callnet to track Your behaviour on the Website and to identify particular areas of interest so as to enhance Your future visits to the Website. • The cookie will not enable UK Callnet to identify You and UK Callnet shall not use it otherwise than in relation to this Website. • You can set Your computer browser to reject cookies but this may preclude use of certain parts of the Website. UK Callnet will not use Your data for any other purposes than as set out in these Terms except that UK Callnet may disclose this data if compelled to do so by law, or at the request of a law enforcement agency or governmental authority. By clicking "I Accept" you specifically agree to these terms regarding use of Your data.

2.6 If You do not want UK Callnet to use Your email address to send information concerning the Website and related matters, You should send a message to sales@ukcallnet.com and insert "unsubscribe" as the subject heading.

3. Orders

3.1 All orders You place for Goods displayed on the Website are subject to availability and it is Your responsibility to ensure that Your order is correct. You warrant that You are satisfied as to the suitability of the Goods for the purpose required and their compatibility with any other items in conjunction with which You intend to use them.

3.2 Orders for Goods will only be taken for delivery of Goods to mainland UK destinations except by prior arrangement.

3.3 Any representations of the Goods shown on the Website are provided for the purposes of guidance only.

3.4 At all times UK Callnet will make every effort to ensure that prices and descriptions for goods displayed on its Website are accurate. However, in the event that an error occurs relevant to an order that You have placed You will be advised at the earliest opportunity and You will be given the option to either cancel Your order or to place a new order.

3.5 You are responsible for the payment of any local taxes due upon delivery and/or import of Goods to You by UK Callnet and You indemnify and will keep indemnified UK Callnet against any claim for such payments and/or taxes.

4. Payment

4.1 You agree to pay the Fee at the time You place Your order.

4.2 Once You have confirmed Your order on the secure payment screen it cannot be cancelled or changed except in accordance with clause 7 of these Terms.

4.3 In the event that Your debit or credit card payment is refused by Your card issuer for whatever reason, UK Callnet will terminate the agreement with You in relation to the Sale without further obligation to You.

4.4 UK Callnet will enclose with Goods it delivers to You a copy of its invoice showing the Goods ordered and amount paid.

4.5 Non-delivery by any third party (including but not limited to the Royal Mail) shall not give You any right to delay payment to UK Callnet or to make any claim whatsoever against UK Callnet.

5. Risk and Title

5.1 Risk in the Goods shall pass to You upon payment of the Fee or, if earlier, upon delivery of the same to You. Title to the Goods shall pass to You only upon payment in full (in cash or cleared funds) of the Fee and You shall hold the Goods as bailee for UK Callnet until UK Callnet has received payment in full of all Fees outstanding to it from You.

5.2 If any of the Goods are destroyed, damaged or lost from any cause (other than the fault or negligence of UK Callnet), UK Callnet may replace those Goods but shall be entitled to charge you for such replacement.

6. Delivery

6.1 Unless You have provided to UK Callnet specific written instructions to the contrary, UK Callnet will deem a delivery to have been satisfactorily made when it has been made to the agreed delivery address and a signed receipt has been given by any person at that address.

6.2 Upon delivery of the Goods, any shortage or damage should be indicated to the courier and a notation of the shortage or damage should be made upon the courier's delivery sheet. Alternatively You may refuse the delivery in its entirety. If You accept the delivery You must inform UK Callnet of any shortage or damage within 2 Working Days of the delivery by email to customerservices@ukcallnet.com. Failure to advise UK Callnet of any shortage or damage within 2 Working Days of the delivery will signify that You are satisfied that the delivery is complete and undamaged.

6.3 You agree to be held responsible for any errors in checking the delivery including the number of parcels signed for and the recording of any visible damage.

7. Cancellation of Orders and Returns

7.1 You have the right to cancel a purchase of Goods made through the Website at any time after you have placed the order until the date eight Working Days after the day you receive the Goods. In accordance with UK Callnet's rights under the Distance Selling Regulations, YOU WILL LOSE YOUR RIGHT TO RETURN THE GOODS IF YOU UNSEAL THEM FOLLOWING RECEIPT OF THEM.

7.2 If You decide to cancel a purchase You must notify UK Callnet by telephone to 0151 260 1181 or email to returns@ukcallnet.com and if You have received the Goods, You must return them to UK Callnet in accordance with UK Callnet's returns procedure.

7.3 Upon cancellation of an order UK Callnet will refund the whole sum paid by You (including costs of postage and packing charged by UK Callnet for delivery to You) within 30 days of You notifying UK Callnet of cancellation. You are responsible for the reasonable cost of returning the Goods to UK Callnet upon cancellation of an order as specified in Clause 7.8 below. If You do not return the Goods cancelled to UK Callnet it will arrange to collect them and will deduct the cost of such collection from the refund due to You.

7.4 If You believe that any of the Goods You receive are defective or do not match the order You placed You should contact UK Callnet's Customer Services department, within 14 days of delivery of the Goods, by email to customerservices@ukcallnet.com including the invoice number and a description of the fault or error. If UK Callnet is satisfied that the Goods are defective or do not match the order You placed UK Callnet may replace such Goods or refund of the Fee. This does not apply to Goods damaged in transit for which please refer to clause 5.2. For defective Goods, If a manufacturer's warranty is in place then You may be referred to the manufacturer directly. Failure to notify UK Callnet of any fault or error within 14 days of delivery of the Goods will signify that You are satisfied that no fault or error exists. Subsequent to this 14 day period all returns to UK Callnet will be made at Your cost.

7.5 Any Goods being returned to, or collected by UK Callnet must be accompanied by a copy of the invoice and a valid RMA number which should be marked on the protective outer transit packaging - not the retail packaging. RMA numbers will be issued by UK Callnet's Returns department once it is agreed that the Goods are to be returned to UK Callnet.

7.6 UK Callnet will not replace or refund Goods returned unless they are returned complete, as originally supplied with all cables, manuals and software.

7.7 Consumable items such as ink cartridges or paper cannot be returned. Any software item may only be returned if the item remains unopened i.e. any shrinkwrap, seal and licence agreement remains unbroken.

7.8 If You are required to return Goods to UK Callnet You should do so by recorded mail or by courier service. UK Callnet recommends that suitable protective packaging is used and that transit insurance cover is arranged as UK Callnet cannot be held responsible for damage to Goods in transit arranged by You. Please refer to clause

5.2.

7.9 UK Callnet's sole liability to You for Goods which are defective or which do not match Your order shall be limited to replacement of those Goods or refund of the Fee and delivery charges. If Goods returned to UK Callnet as defective are tested and found not to be, then the Goods will be returned to You and You will be subject to a carriage charge. UK Callnet reserves the right to charge a handling fee for Goods found not to be defective.

8. Warranty and Limitation of Liability

8.1 UK Callnet warrants that Goods purchased through the Website will be of satisfactory quality and fit for the purpose for which they are supplied.

8.2 All Goods supplied by UK Callnet are warranted free from defects for 12 months from the date of purchase, unless otherwise stated. • All warranties are return to base except where a manufacturer's warranty exists in which case You must conform with the manufacturer's warranty procedures. Defects in the Goods arising due to fair wear and tear or due to damage howsoever caused by You or any third party will not be covered under this warranty. This warranty does not affect Your statutory rights as a consumer.

8.3 UK Callnet shall not be liable to any person for any loss or damage arising from the use of any Goods or information displayed on the Website.

8.4 UK Callnet shall not in any event be liable (whether in contract or otherwise) for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time, failure to make anticipated savings or liability You may incur to any third party arising in any way in connection with these Terms or otherwise whether or not such loss has been discussed by UK Callnet and You pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

8.5 UK Callnet's aggregate liability in respect of these Terms and any matter arising out of it (including claims whether made in contract or tort) shall be limited to a sum equal to twice the Fee excluding VAT.

8.6 Subject as expressly provided in these Terms all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.7 Nothing in this clause shall operate so as to exclude UK Callnet's liability for death or personal injury arising out of its negligence.

8.8 Each foregoing sub-clause of this clause shall constitute a separate and severable provision. • The provisions of this clause shall continue in effect notwithstanding the termination, completion or any other matter which might otherwise cause these Terms to become ineffective.

9. Miscellaneous

9.1 These Terms shall form the entire agreement between the parties and supersede any previous agreement and (save so far as expressly preserved hereby) representations oral or otherwise made by either of the parties. You warrant that You have not relied on any representation made by UK Callnet in entering into this agreement.

9.2 Failure by either party at any time to enforce any right claim or provision of these Terms or arising hereunder shall not be construed as a waiver of such right, claim or provision.

9.3 All notices to UK Callnet shall be given by You in writing to the address shown above. All notices to You shall be given in writing to Your email address or to the address You have given for delivery of Goods. All notices may be served by personal delivery or first class post. Any notice given by post shall be deemed to be received by the party to whom it was given 48 hours after posting (excluding Saturday, Sundays and UK bank and public holidays). Notices given by email shall be deemed to have been given 1 hour after transmission thereof.

9.4 These Terms and Your agreement with UK Callnet shall be governed and construed in accordance with English Law. You irrevocably agree for the exclusive benefit of UK Callnet to submit any dispute hereunder to the jurisdiction of the courts of England but nothing herein shall prevent UK Callnet from taking proceedings against You in any other court of competent jurisdiction.