

Consumer Returns

1. Orders

- 1.1 When you place an Order for Goods or Services, this will be regarded as an offer by you to purchase the Goods or Services subject to these Terms and we shall not be obliged to accept your offer at our discretion.
- 1.2 We will send you an Order Acknowledgement on receipt of your Order. This is not an order confirmation or order acceptance by us.
- 1.3 We will accept your offer and create a Contract with you by sending to you an Order Confirmation once we have confirmed availability of the Goods or Services, verified your credit card or payment details as necessary and prepared the Goods for dispatch. We reserve the right to obtain validation of your credit or debit card details before providing you with any Goods or Services.
- 1.4 The Order Confirmation will be binding on you unless there is an inadvertent discrepancy between the Goods or Services that you ordered and those detailed in the Order Confirmation. You should notify us as soon as you become aware of any such discrepancy.
- 1.5 If we cannot supply the Goods ordered by you, we reserve the right to offer alternative Goods of equal or superior quality. In such cases, if you do not wish to accept the alternative Goods offered, you may cancel the Order and require the refund of any money paid to us in respect of that Order, including carriage charges. This shall be your sole remedy.
- 1.6 We make every effort to supply the Goods as advertised but reserve the right to supply the Goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.
- 1.7 When you place an Order, you are undertaking to us that:
 - (a) all details you provide to us for the purpose of purchasing Goods or Services are correct, and
 - (b) the credit or debit card you use to make a purchase from us is your own 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.

2. Returns and Warranties

- 2.1 Returns must be complete with accessories, manuals and documentation. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.

2.2 In the event that any Goods Delivered to you do not correspond with the Goods in the Order Confirmation, or have been Delivered to you by mistake, then you will be under a duty to take reasonable care of such Goods and to contact our Customer Services team immediately no later than 14 days. We will then arrange for a courier to collect the Goods and replacements to be supplied on a credit and recharge basis.

2.4 **Your Right to Cancel**

(a) You are entitled to cancel your Order for any reason until, but no later than the end of the 7th Working Day after the day of receipt of the Goods.

(b) You should cancel Goods purchased from us by sending a written notice of cancellation by post or hand delivery addressed to Customer Services at : ITinStock, Finchley House, 707 High Road, Finchley, London, N12 0BT or by fax to +44 (0) 20 7760 7217 or by e-mail to sales@itinstock.com.

(c) On cancellation of an Order, you must return the Goods to us in their original condition and undamaged. When you cancel an order, you will have to pay the carriage costs for returning the Goods. You must take reasonable care to ensure that the Goods are properly packaged so that they will not be damaged whilst in transit. If you do not arrange to return the Goods to us, then you are under a duty to make the Goods available for collection at your expense from the address to which they were delivered.

(d) When you cancel an Order, we will refund the price paid, less any direct cost of recovering the Goods (when applicable), within a period of 30 days from the date of cancellation.

2.5 **Care of Goods to be Returned**

Whilst in possession of the Goods you are under a statutory duty to take reasonable care of them. We reserve the right to claim against you for Goods returned which have been made unfit for resale or damaged whilst in your possession.

2.6 **Return of Defective Goods**

In the event that Goods are found to be defective at any time within the first 30 days from delivery then please contact our Customer Services team immediately that you become aware of the defect. Different manufacturers have differing policies for dealing with Goods, which are termed 'dead on arrival' meaning that the Goods are found to be faulty either on delivery or very shortly afterwards. You will therefore be advised by our Customer Services team of the relevant manufacturer's returns policy. It is your responsibility to package and secure the Goods prior to collection to prevent damage during their return to us.

- (c) If we arrange for a courier collection of your Goods, this will normally take place between 9.00am and 5.30pm, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.

- On receipt by us of the returned Defective Goods, if following the testing process the Defective Goods are found to be in good working order without defect, we will return the Goods to you, and the carriage costs of this return will be your responsibility. If, when we examine the Defective Goods, it is evident
- (d) that the defect has arisen because you have failed to follow ITinStock's or the manufacturer's instructions as to the storage, installation, commissioning, use or maintenance of the Goods, or if you have altered the Goods without the written consent of ITinStock then we reserve the right to refuse a repair, replacement or refund.

2.7 Warranty Claims

- (a) If Goods become faulty more than 30 days after delivery then you are advised to contact the manufacturer and use their warranty procedure. Unless otherwise stated in the manufacturer's documentation.

3. Errors and Omissions

- 3.1 We make every effort to ensure that all prices and descriptions quoted in our catalogue and on our website are correct and accurate. In the case of a manifest error or omission, we will be entitled to rescind the contract, notwithstanding that we may already have accepted your Order and/or received payment from you. Our liability in that event will be limited to the return of any money that you have paid in respect of the Order. In the case of a manifest error in relation to price, you will be entitled to purchase the Goods or Services by paying the difference between the quoted price and the correct price, as confirmed in writing by us after the manifest error has been discovered. A 'manifest error', as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by us which is more than 10% less than the price that would have been quoted had the mistake not been made.

4. Trade Names and Trade Marks

- 4.1 10.1 Trade names and marks (other than ours) 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.
- 4.2 In the case of component purchases, if you require a particular brand of product should, then before placing an order, please check with us to confirm the identity of the manufacturer of the component that you are proposing to purchase.
- 4.3 Both parties hereby acknowledge the intellectual property rights of suppliers and manufacturers of the Goods appearing in our sales literature and on our website.

