

Infoteq Ltd

General terms and conditions of use
September 2009

Please read carefully!

Your use of the **Infoteq Ltd** Web Site is subject to these terms and conditions by using the site you show your agreement to such terms.

If you do not accept our terms, please do not use the Web Site.

Ownership of Web Site

This Web Site belongs to: -

*Registered Address:-
Infoteq Ltd
2 Foundry Court
Kilwinning,
North Ayrshire
KA13 6UY
Telephone:- 0845 638 5269
Fax :-0870 235 3740*

*Company Registration No. SC339955
VAT Registration. No 928 436 695*

These terms and conditions are governed and constructed according to Scottish & UK law. Our terms of trading do not affect your statutory rights as a consumer.

Infoteq Ltd, our suppliers, advertisers and our personnel are dedicated to providing the highest levels of customer service. We will process your order as quickly and efficiently as possible and delivery is usually within 2-3 working days, dependent on the product or service being acquired. Details are contained within the product information provided.

If you require to contact us, please email us at getinfo@infoteq.co.uk, alternatively, you can write to us at: The registered office address listed above

Tel :0845 638 5269
Fax :0870 235 3740

If you require any advice or assistance please call on the above number lines are open between 9am - 5pm Monday to Friday.

Disputes

We aim to provide high levels of customer satisfaction. In the unlikely event of a complaint you should send it in writing or email to the contact details above, please address any such complaints to the Manager. We will endeavour to respond to your query within 3 working days.

About Us

Infoteq Ltd is dedicated to providing excellent service & products to all clients & customers.

Established in 2005, Infoteq is located in Kilwinning, North Ayrshire

Infoteq Ltd offers IT support & associated products

A feature of Infoteq Ltd is its strong client base & dedicated customer service.

An important development for Infoteq Ltd took place on April 2008 when the business became a limited company and was V.A.T. Registered.

Headings

Headings used in these terms and conditions are for convenience only and shall not affect their interpretation.

Trademarks

The images, logos and names on this Web Site which identify **Infoteq Ltd** or third parties and their products and services are proprietary marks of Infoteq Ltd and/or the relevant third parties. Nothing contained in this Web Site shall be deemed to confer on any person any license or right on the part of **Infoteq Ltd** or any third party with respect to any such image, logo or name.

Alterations

Infoteq Ltd reserves the right, at any time and without prior

notice, to remove or cease to supply any product or service contained on this Web Site. In the event that such removal takes place we shall not be liable to you in any way whatsoever for such removal.

Phone Calls and Emails

Telephone calls using the telephone numbers provided on this Web Site and email correspondence with Infoteq Ltd at the email addresses accessible through, or discernible from, this Web Site may be recorded or monitored. By using such communication methods you are consenting to the recording or monitoring of the same.

Telephone charges

The price of calls may vary depending on your telecoms' supplier. Please check with your operator for exact charges.

Payment

Will be by cheque or B.A.C.S. to Infoteq Ltd within 15 days of the invoice date or as stated on the invoice, unless other arrangements have been agreed with Infoteq Ltd management. Infoteq

Ltd reserve the right as per the "Late payment of Commercial Debts Regulation 2002" to add Interest of 5% to all monies outstanding. Any errors in receipts or payments will be rectified within 7 working days of our agreeing to correct them.

Site security

Cookies may be used on this site, but simply to add functionality to the service it offers.

We do not send marketing emails to personal email addresses where the recipient is not a customer or has not registered an interest in receipt of newsletter or special offers.

Our Privacy Policy explains in detail our policies and practices in respect of data protection and use of information.

Delivery Address

In conjunction with our security policy we only supply products to the address stated on the invoice. If you wish the item to be sent to an address other than that of the invoice address please contact us via getinfo@infoteq.co.uk Entering an address into the site when it is not the registered address of the invoice may subject your order to a delay.

Generally we will accept two forms of identification showing the card address to allow an order to go

to an alternative residential address. We will deliver to an alternative business address providing we can verify details.

PRODUCTS & SERVICES

Placing an Order

If you wish to make your purchase over the telephone please call one of our advisors.

Once you have placed your order you will receive an order confirmation by email or letter.

If any item is not available, it will automatically be placed on back order for you; however, should you not wish to make use of this facility you may cancel your order. Back ordered items may be charged before they are ready for dispatch.

The purchase of goods and services from our website or our suppliers or advertisers enters the purchaser into a legally binding contract of sale. The terms and conditions of this contract are detailed within our terms and conditions of trading.

Prices, and details, of products and services (and any offers) posted online are subject to change without notice. All products and services are subject to availability and we give no guarantee in this respect. The provision of details of products and services on this Web Site are not, and should not be construed as, an

offer to sell or buy such products or services by Infoteq Ltd or the relevant company either of whom may accept or reject your offer at its sole discretion.

Product Terms and Conditions

If you apply for a product or service detailed on this Web Site, these Terms and Conditions should be read in conjunction with any other terms and conditions which relate to any such product or service. In the event of any contradiction between these Terms and Conditions and the specific terms and conditions relating to such product or service, the latter shall prevail. For the purposes of these Terms and Conditions, product(s) and service(s) shall include, without limitation, any warranty, insurance or financial service.

Goods Faulty on Arrival or in use:

Your product or service purchased is/are covered by manufacturers' warranty or guarantee as applicable and are set out in the [relevant product handbook or other information](#) contained within the boxed item

Goods Damaged in Transit:

You should pay attention to the condition of your goods on delivery.

Please make sure you inspect the product on delivery.

Any damage should be noted by you and delivery agent on delivery form and signed accordingly.

Delivery Policy:

Infoteq Ltd will ensure that products or services are delivered promptly and on time, in line with the product and / or service information supplied during the order process. However as with most service and product suppliers acts of God or unforeseen circumstances may prevail however Infoteq Ltd and our suppliers will keep you informed of any undue delay.

WEBSITE POLICIES

Commercial use

This Web Site is for non-commercial, personal use only. The services contained on this Web Site may be supplied on a commercial basis on payment to Infoteq Ltd or its service or product suppliers of its charges from time to time. Please contact us on **0845 638 5269** or email getinfo@infoteq.co.uk for further details.

In the event that you use any of the services contained on this Web Site for commercial use, Infoteq Ltd shall be entitled to charge you at its commercial rates in respect of such use of Copyright or its licensed source.

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by IPR and may not be reproduced or appropriated in any manner without the written permission of their respective owner(s).

Changes to Terms and Records of Agreements

We reserve the right to change these terms and conditions at any time by posting changes on the Web Site. It is your responsibility to review the Web Site terms and conditions to ensure you are aware of the latest terms and conditions. Your use of this Web Site after a change has been posted will be deemed to signify your acceptance of the modified terms and conditions. We recommend that you print off and retain for your records a copy of these terms and conditions from time to time and a copy of any terms and conditions relating to any product or service which you apply for online, together with any related application form completed and submitted.

Any amendment to terms and conditions must be agreed in writing by us, or, if appropriate, by the relevant company or individual supplier with whom you contract.

Disclaimers

Whilst **Infoteq Ltd** has taken due care

and attention in the preparation of the contents of this Web Site, this Web Site and the information, names, images, pictures, logos, icons regarding or relating to **Infoteq Ltd** or our products and services marketed on the site (or to third party products and services), are provided on an 'as is' basis without any representation or endorsement being made and without any warranty of any kind, whether express or implied, including but not limited to, any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, all such terms and warranties are hereby excluded. In no event will **Infoteq Ltd** be liable, whether in contract or tort (including negligence or breach of statutory duty) or otherwise for any losses sustained and arising out of or in connection with use of this Web Site including, without limitation, loss of profits, loss of data or loss of goodwill (in all these cases whether direct or indirect) nor any indirect, economic, consequential or special loss. **Infoteq Ltd** does not represent that the information contained in this Web Site is accurate, comprehensive, verified or complete, and shall accept no liability for the accuracy or

completeness of the information contained in this Web Site or for any reliance placed by any person on the information.

Infoteq Ltd does not warrant that the functions or materials accessible from or contained in this Web Site will be uninterrupted or error free, that defects will be corrected or that this Web Site or the server that makes it available are virus or bug free or represent the full functionality, accuracy, reliability of the materials.

If any of these Terms and Conditions (or any terms and conditions relating to a product or service referred to in this Web Site) should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of Scotland in which such terms and conditions are intended to be effective, then to the extent of such illegality, invalidity or unenforceability, and in relation to such Scottish law only, such terms or condition shall be deleted and severed from the rest of the relevant terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable. Nothing in these terms and conditions shall exclude **Infoteq Ltd's** liability for death or personal injury resulting from negligence of **Infoteq Ltd**.

Intellectual Property Rights

All Intellectual Property Rights (including, without limitation, all database rights, rights in designs, rights in know-how, patents and rights in inventions (in all cases whether registered or unregistered and including all rights to apply for registration) and all other intellectual or industrial property rights in any jurisdiction) in any information, content, materials, data or processes contained in or to this Web Site belong to **Infoteq Ltd** or its licensed source. All rights of **Infoteq Ltd** in such Intellectual Property Rights are hereby reserved.

Jurisdiction and Law

Infoteq Ltd makes no representation that any product or service referred to on or through the Web Site is appropriate for use, or available in other locations. The information and other materials contained in this Web Site may not satisfy the laws of any other country and those who choose to access this Site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.

These Terms and Conditions and any terms and conditions relating to products or services described in this Web Site shall be governed by and construed in

accordance with the law of Scotland. Disputes arising in relation to the same shall, unless otherwise expressly agreed, be subject to the exclusive jurisdiction of the courts of Scotland

Links to other Web Sites

Certain (hypertext) links, advertisements or suppliers promotion will lead you to Web Sites that are not under the control of **Infoteq Ltd**. When you activate any of these links, you will leave **The Infoteq Ltd** Web Site by and we have no control over and will accept no responsibility or liability in respect of the material on any such other Web Site. By allowing links with third party Web Sites **Infoteq Ltd** does not intend to solicit business or offer any security to any person in any country, directly or indirectly.

Force Majeure

Every effort will be made to carry out the contract but its due performance is subject to cancellation by **Infoteq Ltd** or to such variation as we may find necessary as a result of inability to secure labour, materials or supplies or as a result of any act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation, or other cause (whether of the foregoing class or

not) beyond the sellers control.

Guarantees

All original products supplied are covered by the terms and conditions of the manufacturers guarantee for a period of 12 month or other stated at the time of purchase.

The guarantee provided by of our suppliers specifically excludes faults caused by accident, neglect and misuse.