

## Terms & Conditions

### GENERAL

All orders for products will be accepted by Shaddy's Computers subject to these terms and conditions. Any person, entity or corporation placing orders for goods/products with Shaddy's Computers ("Customer") is bound by these terms and conditions. No other terms or conditions will apply to the supply of products by Shaddy's Computers unless they are accepted in writing by Shaddy's Computers. The catalogue is intended for use by business customers, and private individuals.

### PRICES

Whilst Shaddy's Computers will try to maintain prices specified in the website, Shaddy's Computers reserves the right to change the price of any product without notice. Non-website items will be sold at the prices set out in the relevant quotations supplied by Shaddy's Computers. Any prices quoted in writing by Shaddy's Computers will be for a period of 14 days from the date of the offer. All prices specified by Shaddy's Computers in the website include (GST). Freight is not included in the price. Freight is calculated on each individual order and will be in addition to the prices specified.

### PAYMENT

Payment by cash, cheque (with prior consent or authorisation) credit card (via a Paypal account only), Paypal or direct deposit is required with order prior to delivery. Please note: Credit card payments through Paypal attract a 2.5% fee. If paying by credit card this amount must be added to the amount due. Paypal payments made from a bank account or paypal account balance don't attract fees.

Any subsequent refund of orders paid for by credit card via Paypal will be made to the relevant Paypal account. Cheques must be made out to Shaddy's Computers and crossed. If the Customer fails to make payment by the seventh day after the order placement then, without prejudice to any other right or remedy, Shaddy's Computers will be entitled to cancel any unfilled order or suspend any further deliveries until the payment is received. In the event that a pre authorised "settlement by the 30th of the month of order placement" payment is not received, a non payment / overdue fee of 10% of the outstanding invoice total will be added to the outstanding amount and become the new amount payable. If legal action is taken to recover monies due to Shaddy's Computers, the full balance on the account becomes due and payable and Shaddy's Computers reserves the right to charge the Customer all fees incurred in such proceedings.

### PRODUCT AND AVAILABILITY

With constant sourcing of product and rapid developments in the electronics industry Shaddy's Computers is constantly reviewing its product range. New products are added and Shaddy's Computers reserves the right to discontinue any product or to change its design at any time. Shaddy's Computers will not be liable in any circumstances for a failure to supply any product ordered by the Customer.

### ORDERS

Shaddy's Computers reserves the right to decline to trade with any company or person without giving reasons for doing so. To avoid duplication, written confirmation of telephone orders must be clearly marked "Confirmation only". Shaddy's Computers will not accept liability for orders not so marked and duplicate orders will be charged accordingly. Shaddy's Computers will use reasonable endeavours to meet delivery estimates but in no circumstances shall it be liable to compensate the Customer for non-delivery or late delivery.

### MINIMUM ORDER VALUE

There is no minimum order value.

### ORDER AMENDMENT, SUSPENSION AND CANCELLATION

Orders can only be modified, suspended or cancelled after prior negotiation and agreement and the Customer must indemnify Shaddy's Computers in respect of any expenses incurred by Shaddy's Computers relating to the modification or cancellation of any order. A restocking fee of 20% will apply.

## NON-STOCKED ITEMS / SPECIAL ORDER / CUSTOMISED ITEMS

Products included or not included in our website that are not stocked by, are a special order or a customised item of Shaddy's Computers may have minimum order quantities or minimum line values applied to orders. Such items require an irrevocable order.

## BACKORDERS – ACCOUNT CUSTOMERS ONLY

Products not in stock at the time of receipt of the order by Shaddy's Computers, will automatically be placed on backorder, unless otherwise requested.

## EXPORT ORDERS

Customers are responsible at their expense for obtaining any licence and complying with any export regulations in force within this country and the country for which products are destined. Payment of overseas export orders is via Telegraphic Transfer or Paypal prior to good being despatched. (bank fees may apply in addition to order value and freight).

## DELIVERY

Shaddy's Computers reserves the right to charge the freight cost to the Customer unless other arrangements have been pre-arranged. If the Customer requests a specific carrier, we cannot guarantee access to that carrier. If Shaddy's Computers is unsuccessful at securing the carrier of the customer's choice the responsibility will then become the customer's. Insurance responsibility for the products passes to the Customer once product has been passed to their carrier. Shaddy's Computers will endeavour to ship the order in full. Where the customer instructs Shaddy's Computers to ship progressive order items as they become available, this charge will apply to the original despatch and all subsequent shipments until the completion of the order.

## INSPECTION, DEFECTS AND NON-DELIVERY

The Customer must inspect the products as soon as is reasonably possible after delivery and Shaddy's Computers shall not be liable for any defect in the products or shortages in delivery unless written notice is given to Shaddy's Computers within 7 days of delivery. Shaddy's Computers does not write software comprised in the products and it is the Customer's responsibility to check for the presence of computer viruses before the products are used. In the case of non-delivery, the Customer must notify Shaddy's Computers immediately the invoice is received, otherwise no liability can be accepted. Any liability of Shaddy's Computers for non-delivery or defective products shall be limited to, at Shaddy's Computers' discretion, replacing or repairing the products within a reasonable time or to refund any monies already paid in respect to the products. The Customer accepts liability for all freight costs incurred in the return of products including warranty repair or replacement of faulty goods without exception.

## RETURNS

**Refund policy** Please choose carefully. We do not normally give refunds if you simply change your mind or make a wrong selection. You can choose between a refund, exchange or credit where goods are faulty, wrongly described, different from a sample shown to you or don't do what they are supposed to do.

The Customer must telephone Shaddy's Computers prior to returning any products. A Return Authorisation form will be issued in approved cases and details including the original invoice number and date of purchase must be supplied by the Customer. Any product returned must be received by Shaddy's Computers within 7 days of the original delivery and must be undamaged and unaltered and in original packaging. Products classified as static sensitive devices will only be accepted for return in exceptional circumstances and only where the Customer can prove to Shaddy's Computers that the products have been handled correctly. Approved returns will be repaired or replaced only. The Customer accepts liability for all freight costs incurred in the return of products including warranty repair or replacement of faulty goods without exception and a restocking fee of 20% applies.

## **RETENTION OF TITLE**

Title of goods shall only pass to the buyer following full payment of the relevant Shaddy's Computers invoice. Shaddy's Computers reserves the right to reclaim these goods from the Customer's premises if the invoice is not paid within the terms of this contract and the Customer hereby gives consent for the authorised agent or representative of Shaddy's Computers to enter the Customer's premises for this purpose. The Customer shall not have any power to mortgage, charge or encumber the goods whilst in its possession or otherwise until payment in full has been made.

## **WARRANTY**

Shaddy's Computers will endeavour to transfer to the Customer the benefits of any warranty or guarantee given to it by the manufacturer of the products. Any defects which under proper use, appear in the goods within a period of three months ( unless otherwise stated by Shaddy's Computers) and which are due to faulty materials, workmanship or design will be made good by Shaddy's Computers either by repair or at Shaddy's Computers' discretion replacement ( which is Shaddy's Computers' sole obligation and the Customer's sole remedy under this provision). Shaddy's Computers shall not be liable for defective goods if the defect arises because the Customer has:

- Repaired or altered the goods without written consent of Shaddy's Computers or
- Subjected the goods to conditions outside the manufacturer's stated instructions on storage, usage, installation, use or maintenance.

Any goods replaced or repaired under this clause will be guaranteed on these terms for any unexpired portion of the warranty period given on the original products.

## **LIABILITY**

Shaddy's Computers shall not be liable to the Customer for any indirect or consequential damages, loss, expense or claims for consequential compensation whatsoever which arises out of or in connection with any Contract. To the fullest extent permitted by law, the Customer releases Shaddy's Computers and associated entities from and against all liability whatsoever for any injury, loss or damage sustained by the buyer howsoever arising.