

TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS BETWEEN CONTINENTAL LIMITED AND CONSUMER

These are the terms on which Continental Limited also trading as Webnetism registered in England and Wales under registered number 01727463 ('Company') sells its products to consumers. If you are a business client, separate terms and conditions would apply. These terms do not affect your statutory rights. They are designed to set out clearly the Company's responsibilities and your rights.

These terms and conditions apply to distance selling contracts entered into by consumers with the Company. As such, you warrant that you are a consumer for the purposes of the Consumer Protection (Distance Selling) Regulations 2000. Where you are a consumer but not buying via distance selling, please note that the right to return does not apply to you.

If you have any suggestions or comments or if you need to contact the Company, please use the contact details below or those detailed on the Company's website.

Continental Limited
Herrick Way
Staverton Technology Park
Cheltenham
Gloucestershire
GL51 6TQ

Phone: 01452 855222

Email: sales@continental.co.uk

VAT Registration Number: 462 122481

Company number: 01727463

1. In these terms and conditions (hereinafter collectively referred to as 'Conditions'):
 - 1.1 'Contract' means any contracts made between the Company and you for the sale and purchase of Products which shall include (but not limited to) contracts entered into between the Parties arising from the Orders.
 - 1.2 'Products' mean any computer hardware or software, servers, computer equipment, cabling and such other products, article and/or item which the Company sells (including part or parts of it) including those detailed on its Website or catalogues.
 - 1.3 'Order' means any order (whether oral and written) for Products made by you to the Company including those made through the Website or on the Company's order form.
 - 1.4 'Parties' mean the Company and you.
 - 1.5 'Website' means <http://www.continental.co.uk>, <http://www.new-monitors.co.uk>, <http://www.webnetism.com> or such variations and aliases to the name of the aforesaid domain names.
 - 1.6 In these Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
 - 1.7 In these Conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.8 In these Conditions headings will not affect the construction of these Conditions.

2. TERMS OF ACCEPTANCE

- 2.1 A Contract is formed between you and the Company when (and not before) the Company notifies you by e-mail, fax, letter and/or electronically that your Order has been accepted. Your Order will not be accepted until the Company receives authorisation of your credit card payment or your cheque has been cleared. The Company may not accept Orders from you if your address is not within the United Kingdom. The Company reserve the right not to accept any Order.
- 2.2 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply in any Contracts.
- 2.3 Subject to any relevant laws and regulation, you agree that these Conditions shall be the exclusive basis on which any Contracts made between the Company and you are transacted and processed unless otherwise agreed in writing by a director of the Company.

3. PRICE AND PAYMENT

- 3.1 The price of the ordered Products shall be as set out on the Website, the Company's quotation and/or price catalogue and subject to postage and value added tax (if applicable). Unless otherwise agreed by the Company, all payments made by cheque must be in pounds Sterling. For your own protection, please do not send payment in cash.
- 3.2 Where Orders are made through the Website, the Company accepts payment through Visa, American Express and Master Card (collectively as 'Credit Cards'), Switch and Solo.
- 3.3 No payment for the Products shall be deemed to have been received until the Company has received cleared funds.

4. DELIVERY AND INSTALLATION OF PRODUCTS

- 4.1 An Order may be made through:
- (1) the Website;
 - (2) telephone on 0800 5424433 (between the hours of 8.30am to 5.30pm from Monday to Friday GMT)
 - (3) postal order by posting such order to the following address:
Continental Limited
Unit C2
Herrick Way
Staverton Technology Park
Cheltenham
Gloucestershire
GL51 6TQ
- 4.2 Where an Order is made through the Website, the ordered Products will be delivered to the address entered by you on the on-line order form, which must be within the United Kingdom. Products will normally be despatched within 24 hours. For the avoidance of doubt, as the actual delivery of the Products is carried out by third party couriers, the Company shall be under no liability for any delay or failure to deliver the Products except to return the purchase price.
- 4.3 Where an Order is not made through the Website, the Order made shall clearly state (1) the type of Products; (2) the quantities ordered; and (3) the location where the Products are to be delivered. Where an Order is placed verbally or in the event of any dispute as to the

Order, the Company's version of the Order shall be deemed as the authoritative Order and you shall not dispute the correctness of the same.

- 4.4 If the Company fails to despatch any ordered Products within 30 days of acceptance of your Order where such Order is made through distance selling, the Company shall refund in full your payment in respect of such Products.
- 4.5 You agree that risk of loss or damage of Products passes to you upon delivery of the Products or on the date of first attempted delivery by the Company.

5. LOSS AND DAMAGE

- 5.1 The Company warrants that, at the time of delivery, the Products will, subject as hereinafter provided, correspond with the description on the Website or the Company's catalogue (as the case may be), will be free from defects in materials and workmanship and will be of satisfactory quality (within the meaning of the Sale and Supply of Goods Act 1994). There may, however, be circumstances where the Company is unable to supply Products as shown or described on the Website or the Company's catalogue in which case the Company may, but shall not be obliged to, despatch alternative Products to you (but so that the Products despatched will always be of a comparable or superior quality). In such case you shall be entitled to reject such Products, return them to the Company at the Company's cost and receive a full refund from the Company. All other warranties are excluded to the fullest extent permitted by law.
- 5.2 Any claim by you that any Products ordered fail to correspond with the description on the Website or the Company's catalogue or that they are defective or not of satisfactory quality, must be notified to the Company by e-mail, fax and/or letter within a reasonable time from the date of delivery and in any event no later than 14 days. If delivery is not refused, or you do not notify the Company accordingly, the Company shall have no liability for such failure or defect unless the Products were not of satisfactory quality at the time of delivery or such defects are latent defects.
- 5.3 If you make a valid claim under paragraphs 5.1 and/or 5.2, the Company shall replace the Products in question free of charge or, at your option, refund in full your payment in respect of such Products but the Company shall have no further liability for such failure or defect. Such replacement or refund is conditional upon the Products in question having been returned to us unused and undamaged within 14 days.

6. LIMITATION OF LIABILITY

- 6.1 The Company does not excluded liability in the case of death or personal injury caused by the Company's negligence or for fraud.
- 6.2 The Company will use reasonable endeavours to pass on any manufacturer's warranty to you.
- 6.3 The Company shall not be liable for any fault or defect in respect of the Products if:
 - 6.3.1 such fault or defect arose as a result of the Products being improperly used and/or not used in accordance with the accompanying instructions; or
 - 6.3.2 such fault or defect was the result of unauthorised modification of the Products without the written consent of the Company.
- 6.4 Subject to paragraphs 6.1 and 6.5, to the fullest extent permitted by law, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Conditions shall be limited to:
 - 6.4.1 in respect of matters for which the Company does not carry insurance, the price of the Products; and
 - 6.4.2 in respect of matters for which the Company carries insurance, the insured value.

- 6.5 Subject to paragraph 6.1, to the fullest extent permitted by law, the Company shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of Company, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Conditions or Contracts.
- 6.6 The provisions of this paragraph 6 shall survive the termination of these Conditions and/or Contracts.
- 6.7 The exclusions and limitations of liability set out in this paragraph 6 shall be considered severally. The invalidity or unenforceability of any one of these sub-paragraphs shall not affect the validity or enforceability of any other part of this paragraph 6.

7. RETURNS POLICY

- 7.1 This paragraph 7 applies only to you if you are a consumer within the definition of the Distance Selling Regulations 2000 and if you have purchased Products *via* distance selling.
- 7.2 The Company's returns policy, which is in compliance with the Distance Selling Regulations 2000, is as follows:
 - 7.2.1 Within seven (7) working days beginning with the day after the day of receipt of any Product, you may exercise your right of cancellation in respect of such Product by sending us written notice of cancellation.
 - 7.2.2 You must promptly return the Products to the Company at your cost.
 - 7.2.3 The Company will refund your payment for such Product.
 - 7.2.4 Where the Product is damaged, the Company reserves the right to commence legal proceedings against you for any loss suffered by the Company.

8. SOFTWARE

- 8.1 Notwithstanding any other provisions in this Hardware and Software Terms, where Products bought by you consist of software, title and the intellectual property in such software shall not be assigned to you.
- 8.2 In cases where the software is owned by the Company, unless otherwise agreed in writing, the Company grants to you a non-exclusive licence to use such software for your own non-business related purposes.
- 8.3 In cases where the software is owned by third parties, you agree to be bound by the licensing terms and conditions of such third parties.

9. NOTICE

Any communication between the Parties shall be by e-mail or first class post to each party's current e-mail or postal address (as given on the Website at the time of such communication) or the e-mail or postal address given in your Order (or any new e-mail or postal address which you may have notified to the Company).

10. AMENDMENTS TO THIS CONDITION

The Company reserves the right to vary these Conditions at any time but, in respect of any ordered Products, the terms which apply shall be those which you accepted when you place your Order.

11. LAW AND JURISDICTION

These Conditions shall be governed by and construed in accordance with English law and the English Courts shall have jurisdiction.