

SortMyPC Ltd endeavours to provide our customers with the highest level of service possible, to enable us to do so, we have provided the following Terms and Conditions of SALE and SERVICE, for the clarity of our relationship.

### 1. Definitions

Client/Customer/Member - the person who buys or agrees to buy the goods or instructs us to service or repair their equipment.

Conditions - the terms and conditions of sale or service as set out in this document and any special terms and conditions agreed in writing by SortMyPC Ltd.

Sales and Service order - the articles which the client agrees to buy or instructs the repair or service of by SortMyPC Ltd.

Price - the price for the goods, including any delivery, packaging, and insurance costs.

SortMyPC Ltd means SortMyPC Limited of Mackenzie Cottage, 302 Colinton Road, Edinburgh, EH13 0LE (hereinafter referred to as either "SortMyPC " or "SortMyPC Ltd").

### 2. Conditions.

These Conditions shall form the basis of the contract between SortMyPC Ltd and the client in relation to the sale of goods. Service or repair of equipment to the exclusion of all other Terms and Conditions including the clients standard conditions or purchase or any other conditions which the client may purport to apply under the sales or service order of Confirmation of order or any other document.

All sales and service orders shall be deemed to be an offer by the client to purchase goods, repair or service equipment by SortMyPC Ltd pursuant to these Conditions.

Acceptance of the sales and service order shall be deemed to be conclusive evidence of the client's acceptance of these Conditions

These Conditions may not be varied except by the written agreement of SortMyPC Ltd

These Conditions represent the whole of the agreement between SortMyPC Ltd and the client. They supersede any other conditions previously issued.

### 3. Price

The price shall be the price quoted on the Sales and Service Order (Invoice). VAT charges will be clearly shown on all invoices and is charged at 20%.

### 4. Interest in Late Payments

All of SortMyPC's invoices must be paid in full within 30 days of the invoice date.

If payment is not made by the customer after this date then a fee of £40 will be applied to the invoice sent separately and then 13.5% interest of the full amount if no payment received after 7 days. We are members of the better payment practice.

### 5. Sales and Service Order

The quantity and descriptions of the Sale and Service Order shall be set out in SortMyPC Ltd's invoice.

### 6. Warranties

SortMyPC Ltd warrant that the delivery of the Sales and Service Order correspond to the description given by SortMyPC Ltd.

### 7. Liability

SortMyPC Ltd shall under no circumstances be liable for any loss, damage, expense or injury of any kind.

Whether direct, consequential or otherwise, arising in connection with the execution of a contract or the use or failure of the goods supplied or any defect in them, or from any other cause whether or not due to the acts or omissions of SortMyPC Ltd, its staff, contractors, or its agents in excess of the contract invoice value.

### 8. Delivery of Sales and Service Order

SortMyPC Ltd undertakes to use its reasonable endeavours to despatch the order on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be the essence of the contract. Delivery shall be made to the client at SortMyPC Ltd's address or at the clients address by agreement and indicated on the Sales and Service Order. The Client shall make all arrangements necessary to take delivery of the order on the day notified by SortMyPC Ltd. If the client fails to take delivery of the order on the agreed delivery date, or, if no specific delivery date has been agreed, when the order is ready for dispatch, SortMyPC Ltd shall be entitled to store and insure the Order and to charge the client the reasonable cost of doing so.

SortMyPC Ltd shall not be liable to the client for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the order. If short delivery takes place, the client undertakes not to reject the order but to accept the delivery as part performance of the contract.

## Terms & Conditions (continued)

### 9. Acceptance of Order

The client shall be deemed to have accepted the order immediately upon delivery to the client.

The client shall carry out a thorough inspection of the order within 48 hours of delivery and shall give written notification to SortMyPC Ltd within 5 working days of the delivery of the order of any defects which a reasonable examination would have revealed.

Where the client has accepted, or has been deemed to have accepted the Order, the client shall not be entitled to reject the order which is not in accordance with the contract.

### 10. Sales and Service Order Carriage

Carriage will be chargeable on all Sales which are delivered to the Client's address. This will be at the rate detailed on the Sales and Service Order.

### 11. Security and Data

It is the Client's responsibility to ensure that prior to SortMyPC Ltd starting work on its computer system or other electronic installation, that all critical data has been backed up, and that appropriate recovery procedures are in place. SortMyPC Ltd will not be held responsible for loss of data from any equipment in its care howsoever caused.

### 12. Public Domain Software

In the case of software that is available as "freeware", "shareware" or otherwise supplied from the public domain, such software is supplied to the client on an "as is" basis. SortMyPC Ltd makes no warranty as to fit for purpose, performance or as to freedom from embedded malicious software.

### 13. Privacy

It is the Clients responsibility to ensure that all applicable civil liability legislation and personal privacy safeguards are complied with when using software supplied by SortMyPC Ltd, both those enshrined in UK and EU law, and those included in any service contracts entered into by the client.

### 14. Copyright

Copyright of all material originated by SortMyPC Ltd, either in the form of pre-contract documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information remains vested in SortMyPC Ltd by separate negotiation and upon payment in full, copyright may be assigned or licensed to the Client.

### 15. Indemnity

The Client will indemnify SortMyPC Ltd, its staff, contractors and agents for any loss or damage suffered or incurred as a result of failure to obtain any necessary license or consent to enter any premises, or premises being unsafe or unsuitable or any failure of the client to comply with any other conditions imposed by any other party.

### 16. Force Majeure

SortMyPC Ltd shall not be liable to the client for any loss or damage which may be suffered by the client as a result of the delivery of goods, materials or the execution of a contract being delayed prevented hindered or made uneconomical by reason or circumstances or events beyond SortMyPC Ltd's control including, but not limited to:

Act of God, riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense; or

Failure by the client to give adequate instructions or supply the necessary information in due time; or

Failure by any third party to carry out their part of the work or otherwise perform their obligations when required.

### 17. Waiver

Any waiver by SortMyPC Ltd of any breach of any of these Terms and Conditions shall be valid only if given in writing.

### 18. Severance

SortMyPC Ltd and the Client believe that these Terms and Conditions are reasonable. If any provision shall be held to be contrary to Applicable law, such provision shall be severed from the remainder and the remainder shall continue in full force and effect.

### 19. Notices

Any notice hereunder shall be deemed to have been duly given if sent pre-paid first class post, fax, or e-mail to the party concerned at the address specified.

### 20. Law

All Contracts to which these Terms and Conditions apply shall be governed and construed in accordance with the laws of Scotland. The parties hereby submit to the jurisdiction of the courts of Scotland.