

Hardware Terms and Conditions of Sale

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ORB Telemedia Ltd
Incorporated and registered in UK
Company number (SC) 400380
Registered office: 38 Winton Crescent, Glasgow, G72 0QN

All use is subject to our Terms and conditions, which are subject to change without notice. This Web Site is operated by ORB Telemedia Ltd ("We", "Us" and "Our", as appropriate in the context).

These terms of sale apply to all goods supplied by ORB Telemedia Ltd,

Definitions.

Purchase order - any order, or request for goods or services, submitted in writing, electronically or otherwise. Us/We, shall mean "the owners of ORB Telemedia Ltd our agents or contractors". Products, shall mean "the equipment, parts, Software or services purchased by Purchaser and supplied by us".

Pledge

Your statutory rights under the sale of goods act are not affected. We want you to be delighted with your purchase and we will work hard to sort any problems that may arise!

For example if you disagree with any of our terms and conditions or find them hard to understand, unfair or detrimental we will attempt to modify them for our mutual satisfaction or if necessary agree to strike those terms for your individual purchase.

These terms and conditions are provided for the protection of both ourselves the owners and you the purchaser. Generally unless agreed otherwise we will apply the terms and conditions in force at the time of sale. For avoidance of doubt, we ask that you keep a copy of any such email, fax or letter which we have agreed with you and a copy of the terms and conditions at the time of sale, we may modify our terms and conditions from time to time and the revision date will be noted on this page.

General

We are under no obligation to accept any Purchase Order. All quotations of the price of the Products given by us are subject to confirmation in writing in the Order Acceptance.

Acceptance of any Purchase Order is contingent upon availability of Products and the absence of any circumstances beyond our control which may hinder or prevent delivery. Price quotations are valid for a maximum of 28 days after which any offer is automatically cancelled unless otherwise agreed in advance in writing.

Prices

To avoid any doubt, we do not operate a price protection policy. The price for products and services will be determined at the time of purchase. Where Products are supplied in accordance with specifications submitted by the Purchaser (if any) then surcharges shall be applied appropriately in addition to the price of the Products.

If the price of the Products has been based on the purchase of a particular quantity of Products to be delivered over a specified period of time and the Purchaser fails to purchase the agreed quantity within the specified period, Purchaser will pay us for the difference between the unit price charged to the Purchaser for the Products and the our standard unit price for the Products.

The Purchaser will not be entitled to a refund, credit or price reduction in respect of any Products (except as specified in these terms and conditions or in the Agreement) unless agreed in advance.

Terms of Payment

Payment shall be made prior to delivery of the Products unless otherwise agreed in writing. In the event of default in payment by the due date, we reserve the right to charge interest on money overdue from the due date to the date of actual payment at the rate of 4% per annum above the base rate of the Bank of England for the time interest shall accrue daily at such a rate after as well as before any judgment. In addition we reserve the right to charge and administrative fee to cover any legal costs in taking recovery actions.

In the event of default in payment of any sums owed by the Purchaser to us all sums owed by the Purchaser to us shall become immediately due and payable. We may also suspend or cancel deliveries of any undelivered Products or services under any Purchase Orders until such time as the account has been settled.

Online Website Payment

Payment options on the website may include multiple currencies, the transaction price is indicated before you make the payment no protection is offered against fluctuations in currency exchange rates. Currently we offer payment systems which show pricing in

GBP, USD and EUR, no protection is offered against pricing differences due to exchange rates.

The lowest cost transaction of a product is normally that indicated in GBP sterling, other currencies incorporate processing fees and margins for exchange rate fluctuations. This will however depend on your payment type and card issuer, it may still be more favourable to purchase in one of the alternate currencies depending upon individual circumstances.

The customer is responsible for selecting the most appropriate currency for their needs. Some of the automatic payment systems will only accept a single currency in which case the displayed price is final and non-negotiable. If you want us to process a transaction manually then we can offer to accept payment by money request, bank transfer or cheque.

We reserve the right to cancel, void and refund any transaction prior to shipping if we have reason to believe the transaction maybe fraudulent or because of circumstances beyond our control, such as shortages, market failures, website maintenance during a transaction etc. Generally we will always avoid this where possible and will keep the purchaser informed of any necessary updates or changes in the circumstances.

The billing address should normally be the same as the shipping address, if not you should contact us in advance. The transaction processor in \$USD will not permit billing and shipping at separate addresses.

Manually processed Money Requests, Bank Transfers and Cheques

Payment to us for products can be processed manually using a payment request, unless we have shipped the goods you are not obliged to accept the request, we will normally send you a request in Euros if you want the request in another currency you do not need to accept the request, instead notify us immediately, so that we can cancel the request and generate one which suits your needs.

Once you have accepted the request it will be deemed final - refunds based on fluctuations in currency exchange rates are not possible. Payment requests are normally initiated by contacting us in advance if you have received a request and need to validate its authenticity please contact us using the details and forms on our contact pages.

If you pay by cheque or bank transfer then goods will not be released until the funds have fully cleared, this can take a considerable time depending on the clearing banks, additionally money transfers and cheques can normally only be accepted in GBP sterling

and will incur an additional non-refundable handling charge of 10 GBP unless we first agree otherwise.

Escrow Requests

It is not always possible to provide clients with online tracking but in all cases our packages are dispatched with a registered service which in case of problem can be tracked internally by the appropriate postal service or courier, therefore if requested we are happy to use Escrow and Moneybookers, there will however be no discount for using Escrow.

If other payment systems and Escrow are chosen, then we may also need to charge admin fees, in such cases we will notify you in advance before accepting any transaction.

Refunds and Partial Refunds

Refunds and or partial refunds will be processed by us only after our agreement and subject to the following - not including any admin and shipping charges which you may be liable to pay following a cancellation we, will attempt to refund your order using the payment mechanism you originally purchased with, however if you have paid us by cheque or bank transfer unless you opt for the refund or partial refund to be paid back to you by another mechanism then we may still have to add a further processing charge.

Ownership and risk

Risk of loss or damage to the Products shall pass to the Purchaser on delivery. The Purchaser shall examine all packaging for visible defects on delivery and shall notify us and the postal carrier of any damage or claims in writing within seven days of delivery or such shorter period as specified in any consignment or delivery note or advice. It is agreed that the Purchaser shall be deemed to have accepted the Products and waived any claims they may otherwise have had where no claim has been made in writing within the aforesaid period. The packaging and contents must be retained for examination.

Warranty

Our "new" products are warranted for 12 months from the time of purchase. Our "second user" products are warranted for 3-6 months from the time of purchase as notified at the time of purchase or within the product description.

Any warranty extension will be written on the invoice at the time of purchase. Hardware will meet the specifications for such Hardware current at the time of delivery and shall during the Warranty Period be free from defects in workmanship and materials.

We will at our discretion and in full satisfaction of our obligations hereunder, repair or replace any of the Hardware purchased by the Purchaser which in our reasonable opinion have a defect in materials or workmanship and which are returned to us in accordance with the returns procedure set out below. Such warranty shall not cover

Hardware misused while outside our control or used for any purpose other than that which it was sold for or which have been stored for an excessive period or in unsuitable conditions or in respect of which defects have not been reported to us within the period of one year from date of purchase.

We warrant that during the warranty period Software, when properly installed, will substantially conform to the specifications. We do not warrant that Software will meet Purchasers requirements or that operation of Software will be uninterrupted or error free. The Purchaser shall by purchasing Products from us at discounted prices waive all claims whatsoever which may arise out of or in connection with the Products. The parties acknowledge that the Purchaser has been given an opportunity to inspect, test and analyse the Products offered by us and is satisfied as to their suitability, functionality and safety.

The Purchaser accepts full responsibility for maintaining Products after sale in such a manner that no loss, damage or injury to persons or property shall occur. Save for our liability under the Consumer Protection Act 1987, we shall not be responsible for any injury to persons except to the extent such injury is caused by the direct negligence of ourselves, our employees or agents and the Purchaser shall insure and indemnify us accordingly. We reserves the right to make any changes in the specification of the Products whether required to conform to any applicable safety, regulatory or other statutory requirements or otherwise. We make no warranties with respect to services.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE. ALL OTHER WARRANTIES OR CONDITIONS WHETHER STATUTORY OR AT COMMON LAW, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO HARDWARE OR SOFTWARE OR SERVICES PROVIDED ARE HEREBY EXCLUDED.

Delivery and Delays

Delivery for most items takes place from within the EU unless stated otherwise in the description or agreed with us in advance. Prices are based on the Products being delivered in one consignment and do not include the cost of delivery which unless stated otherwise will be charged in addition, this carriage or shipping cost will be shown on the checkout pages.

Unless the Purchaser requests otherwise, we will arrange delivery to the address specified in the Purchase Order at our prevailing delivery rates (particulars available on request) and Products will be shipped in standard packaging.

Delivery dates are approximate. We will not accept any liability for delay in despatch or delivery of Products nor for delay in completion of any Products. The Purchasers attention is drawn to the fact that we are dependent upon manufacture by third parties and shipment of Products and/or components on the high seas. Delays, which are not attributable to ourselves, may arise.

Any delay in delivery shall not relieve the Purchaser of any obligation to accept and pay for any deliveries under any other Order Acceptance. We are not liable for any loss, damages or penalty when such delay is due to causes beyond the control of ourselves including (but not limited to) supplier delay, war, terrorism, acts of God, yield problems. In any such event, the delivery date will be extended by the period equal to the delay.

Dispatch is normally made on the next business day following receipt of payment, we will advise you of any delay in dispatch which extends beyond 7 days by email. You will not necessarily receive a dispatch email if the goods have been dispatched within the first 7 days following successful clearance of payment for an order.

We aim to deliver as fast as possible but do advise that we cannot control postal services, in the event that you have not contacted us within 28 days from the date we notify you that dispatch has occurred, we automatically assume that you have received all goods.

However it is not uncommon for some items to remain in transit and clearing zones for 2-3 weeks if they are leaving the tax zones of various regions, e.g. goods transiting outside the EU Vat Zone can take in some cases longer to deliver.

Unless specified and agreed otherwise the 28 day delivery is the absolute maximum nominal figure to which we work to and is specified within our terms for purposes of insurance with our carriers - it is not the typical delivery time for our courier options are automatic with some products and in other cases, they can be purchased as a top up service, in most cases with - courier service customers can expect delivery within 3 working days, subject to availability.

Should we be aware of any reason which may delay dispatch of your order by more than 14 days we will notify you as soon as it becomes known to us. We are also unable to accept any liability for loss or delay due to incorrect addressing being supplied by the

customer, if a loss or delay occurs due to incorrect address supplied by the customer then that loss is to be borne by the customer.

Loss or Damage in Post

If an item is sent out by post or courier and is damaged, please contact us immediately. If an item has been dispatched and is marked on the Royal Mail (UK) / Correos (Spain) (or couriers (all)) Website as delivered but you have not received the item then you should contact us, we will then go through the appropriate claims and investigations process.

Please note that we are unable to investigate or uphold any claims for loss or non-delivery after 6 months has elapsed and proof of delivery has been provided. In some cases claims can only be submitted after a period of up to one calendar month following the date of dispatch has elapsed.

PO Boxes

Signed for delivery services are always used, you must provide an address to which a 'signed for' delivery is possible some box services will allow such shipments but it is the purchasers responsibility to give us correct information.

BFPO / AFPO

If you request us to ship to a BFPO or other armed forces address, please ensure that you give us correct country and contact details, please also ensure that your post room will accept parcels via our chosen delivery methods, and that any items we may ship to you are permissible under your own local standing orders.

If you have any concerns you should contact us, for parcels it may be necessary to have your post room contact us for special arrangements to ensure a smooth transaction. As guidance anything below 2kg in weight can transit via normal postal systems, beyond this weight and the logistics of a particular carrier or company may not fit into the appropriate delivery chains for BFPO/AFPO in such cases we can make alternate carriage offers.

Electrical and telephony Standards

It is assumed that any devices we supply will be used with apparatus which meets the European standards for mains voltage and telephony systems if you have any doubts, please contact us. Typically mains voltage in Europe is 220-240V AC at 50hz, if you are on an American armed forces unit in Europe check what your mains supply voltage is before ordering then contact us for advice.

Shipping Agents and Online Tracking

Normally we will ship by a service which provides prompt delivery, insurance, proof of dispatch, proof of delivery and if possible tracking - we promise to keep purchasers updated with tracking numbers if applicable and encourage all customers to let us know of safe delivery of their goods - this allows us to assess the shipping agents based on their performance.

Small packets may be dispatched using regular postal services, registered and insured. If customer tracking is not available we will be able to query the status in the event of shipping problems, we always ship with a method which can be traced, not necessarily always by the customer.

Insurance

Is included, most items are sent registered post or using couriers this allows us to track orders.

Cancellations

No acceptance of Purchasers request for cancellation of an order or rescheduling of a shipment will be effective unless agreed and requested in writing by both ourselves and purchaser. Administrative fees and dues may be applied according to the scope / size of the order. You are protected under the sale of goods act distance selling regulations to the extent that you have a 7 day cooling off period for products, customised products modified to customer specifications are excluded and no return other than warranty claim is possible.

For purposes of timings all goods are shipped using a recorded, registered or courier delivery service with tracking. The 7 day timing is working days from the date of receipt noted by the delivery company. The customer must also return the goods at their expense to us and reimburse our initial transaction and postal costs, whilst any shipping method can be used, we recommend that you use a tracking service, since proof of shipping is not proof of delivery. You must contact us first before returning any item for special instructions.

Shipping costs following cancellation - policy

The purchaser must reimburse our initial postal costs (at cost) plus any transaction fees which were incurred in supplying the goods, the purchaser must then return the goods to us at their own expense including correct customs documentation for return of merchandise. As per the returns policy you must not return goods without our prior consent.

Shortages

Purchaser must notify shortages or damage not covered by ownership and risk above in writing to the carrier within seven days of receipt of delivery. Written notification of such damage or shortage including particulars of advice note numbers and packaging condition should also be made available to us with seven days after receipt or such shorter period as specified in any Purchaser consignment or delivery note or advice.

The packaging and contents must be retained for examination. The Purchaser must advise us in writing within seven days after the date of invoice of any non-delivery of entire batches of Products.

Resale

We are not aware that the Purchaser intends to sell the Products for ultimate destination in any country requiring COCOM or US re-export licence and the Purchaser agrees not to ship Products directly or indirectly to any such country.

In the event that we agree in writing to sell Products for ultimate destination in a country for which COCOM or US re-export licence is required, the Purchaser will obtain any necessary COCOM licences and US Government re-export licences prior to the date of delivery by us to the Purchaser and will provide copies of such licence to us.

Affiliates and Sub Contractors

Unless otherwise agreed in writing we reserves the right to sub contract the fulfilment of any order for Products or any part thereof.

Returns Policy

No Products may be returned to us after delivery without prior written consent of us. The Purchaser must notify us in writing within the Warranty Period stating the reason for the return and the date and number of our invoice for the Products. If we agree that the Product or products may be returned, the purchaser will be issued with a Return Authorisation Number, return address and procedure. A restocking fee of 25% may also be charged at our discretion.

Any Products returned without a Return Authorisation Number shall be disposed of. Products returned as a warranty claim, which prove to be other than a genuine warranty failure will be disposed of or held for collection by the Purchaser and the Purchaser charged for testing and warehousing.

Shipping costs following cancellation - policy

The purchaser must reimburse our initial postal costs (at cost) plus any transaction fees

which were incurred in supplying the goods, the purchaser must then return the goods to us at their own expense. As per the returns policy you must not return goods without our prior consent.

Shipping costs for purposes of warranty - policy

During first 6 months we will assess the most appropriate method of returning the goods, after inspection and testing if we agree the unit is indeed faulty we will contribute towards your shipping costs. After this time period the purchaser must then return the goods to us at their own expense. As per the returns policy you must not return goods without our prior consent.

Exclusion of Liability

In no event will either the Purchaser or ourselves be liable to the other for loss of profit, loss of use, loss of revenue or interest, loss of goodwill, damages, costs or expenses payable to third parties or any other economic, indirect or consequential loss arising out of breach of contract (except refusal to pay the price of the Products).

Confidentiality

The Purchaser will not announce or advertise nor knowingly allow to be announced or advertised, the existence or contents of a Purchase Order, these terms and conditions the Agreement or any other contract or agreement between us and the Purchaser, without the prior express written consent of ourselves. Where we disclose to the Purchaser information relating to the existence of or technical details of Products or any other products prior to the release of that information by ourselves to the general public, such information will be confidential and cannot be published unless expressly authorised by us in writing.

Waiver

No waiver or forbearance by us or the Purchaser (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.

Severability

If any of the provisions of these terms and conditions of sale are invalid or unenforceable the same shall not violate the remainder of the conditions or the Agreement and such conditions and Agreement shall be read and construed as if the offending provisions were deleted there from.

Legality

These terms and conditions will be governed and construed in all respects in accordance

with the Laws of the United Kingdom and any dispute will be subject to the exclusive jurisdiction of the Scottish Chambers of Commerce.

Payment Processing

Where we have permitted the customer to pay by credit card, and our payment processor is US based and as such we have to display the U.S.C. Section 2257 Compliance Notice.

We also take payments via the telephone and these transactions are based with a UK payment processor, no data other than needed to complete the transaction and provide warranty support is kept on our systems.

U.S.C. Section 2257 Compliance Notice

All pictures, graphics, videos or other visual media displayed on this Website are exempt from the provision of 18 U.S.C. section 2257 and 28 C.F.R. 75 because said visual media do not consist of depictions of conduct as specifically listed in 18 U.S.C section 2256 (2) (A) through (D), but are merely depictions of non-sexually explicit nudity, or are depictions of simulated sexual conduct, or are otherwise exempt because the visual depictions were created prior to July 3, 1995.

The owners and operators of this Website are not the primary producer (as that term is defined in 18 USC section 2257 or subsequent case law defining such) of any of the visual content contained in the Website.

Suitability of products by Geographic location

Where we are aware that a product will not work in a particular location we will attempt to cancel and void the transaction unless the purchaser has asked us specifically to ship to that location, for example if a purchaser lives in Latin America and wants a satellite receiver for the domestic UK market we will ship that receiver to him. This can only be done with our prior agreement and is subject to the customer agreeing to pay all appropriate import taxes and custom fees.

Custom Fees and Duties.

Shipments are made subject to the customer agreeing to pay all appropriate import taxes, consumer taxes and custom fees. The suitability and legality of any product for that state or country is also the responsibility of the customer, if we are aware that a product is not suitable for that country we will not ship it and try to void the transaction. We will not be liable for any goods which are confiscated by custom authorities. If you have any doubts please ask us first and we will do our best to check the information for you in advance.

Goods are sent from UK, Spain, and in some cases for wholesale discounts and subject to advance agreement with you the customer the Far East, depending on the item, goods arriving may attract customs charges upon delivery - the rate of which will vary from country to country and may include an admin charge by the delivery agents.

Up to date contact details are provided on our invoices and additionally posted on our website. Our website address is <http://www.orb-telemedia.com>,

Changes to terms and conditions.

ORB Telemedia Ltd, reserves the right to change its terms and conditions and may amend its General Terms and Conditions on a prospective basis (i.e., for future visits) at any time by posting revised terms on our Web site. This is not designed to disadvantage the client, customers retain the right to utilise the terms and conditions at the time of their purchase - full detail here :- <http://www.orb-telemedia.com/terms.htm>

Governing Law/Dispute Resolution:

These terms of use and the relationship between the Parties hereto will be governed by the Laws of Scotland and the Scottish Courts shall have non-exclusive jurisdiction in any disputes between you and us. However, ORB Telemedia, in its sole discretion, can take any legal action against the client in the country where he has his legal presence, under the law governing this country.

Revision 2.0

This document was last revised 25th August 2014