

HB Products Limited
Terms and Conditions of Sale

1 Basis of Sale

- 1.1 These conditions govern the sale and supply of goods by HB Products Limited (the "Company") to you. The Company may amend these conditions from time to time. In the event that changes are made to these conditions, notification will be given.
- 1.2 No contract will exist between you and the Company for the sale of any goods until the Company has confirmed receipt and acceptance of your order. That acceptance will be contractually binding when accessible by you in an intelligent form, even if you choose not to access it.

2 Price and Payment

- 2.1 Prices are exclusive of VAT, which is payable in addition at the standard UK rate. The company accepts the following payment methods: Most major Credit & Debit Cards (1% surcharge for credit card) – note that if using a credit card against an overdue invoice a 2.5% surcharge will be made, BACS or CHAPS cleared funded transfers paid into HSBC Sort Code: 40-45-32 Acc: 41491938, Personal or Business Cheques should be made payable to "HB Products Limited" and upon clearing the ordered goods will be despatched, Trade Credit Accounts are available and should be paid strictly as per the number of days from invoice date specified on your sales invoice/terms of account.
- 2.2 There will be an additional non-refundable charge for delivery and installation (where applicable), which will vary depending on the weight and volume of goods ordered and your geographical location.
- 2.3 In the unlikely event that the Company needs to vary the price of your order following confirmation of your order, the Company will notify you and offer you the option of reconfirming your order at the revised price or cancelling your order. This does not affect your statutory rights.
- 2.4 If your order cannot be satisfied for any reason following acceptance and payment, a full refund will issued to you and the contract between you and the Company will be treated as if it had not been made. This does not affect your statutory rights.

3 Delivery

- 3.1 Where applicable, the Company will deliver the goods to the delivery address specified.
- 3.2 The Company may deliver items in an order separately, but shall charge you for the first delivery only, unless you specifically request separate delivery for items.
- 3.3 Whilst the Company will do all that it reasonably can to meet the specified date for delivery/installation, time for such delivery/installation shall not be of the essence. If the Company is unable to meet the date agreed for delivery/installation, it will contact you as soon as possible prior to the specified date to discuss revised delivery/installation timescales.

4 Ownership of the Goods

- 4.1 Goods remain the property of the Company until payment has been made in full and cleared funds.
- 4.2 As soon as the Company has delivered the goods or they have been collected by or on behalf of you from the Company's place of business, you will become responsible for them. If you delay delivery, the Company's responsibility for everything other than damage resulting from its negligence will end on the date that had been agreed for delivery.

5 Warranty

- 5.1 All goods are supplied with a manufacturer's guarantee, which is in addition to your statutory rights.
- 5.2 Extended warranties for the goods may be available for purchase at additional cost.

6 Returns and Refunds

- 6.1 Subject to condition 6.2, you have the right to return your goods in exchange for a full refund of the purchase price (less any applicable delivery and installation charge) within 30 days of receipt. Please contact the Company's Customer Services Manager with your proof of purchase to obtain prior authorisation in the form of an RMA Number (Return Merchandise Authorisation) from:

Customer Services Manager, HB Products Limited, Unit 2 Langley Road, Burscough, Ormskirk, Lancashire L40 8JR

- 6.2 A refund will only be available to you if you return the goods in a clean resalable condition in their original packaging complete with all accessories and provided that you have proof of purchase. This does not affect your statutory rights.
- 6.3 In the event that your goods are defective within 16 days of receipt, then you have the right to exchange the defective goods or to claim a full refund of the purchase price provided that you notify the Company's Customer Services Manager within that

16 day period. This does not affect your statutory rights. Please contact the Company's Customer Services Manager with your proof of purchase to obtain prior authorisation in the form of an RMA Number (Return Merchandise Authorisation) from:

Customer Services Manager: HB Products Limited, Unit 2 Langley Road, Burscough, Ormskirk, Lancashire L40 8JR

7 Complaints

In the unlikely event that you have a complaint regarding the level of service or quality of the goods supplied by the Company, please contact the Customer Services Manager, the contact details for whom are set out above at condition 6.3. The Company will endeavour to respond to you within 5 working days.

8 Pixel Policy on TV & Monitors

8.1 Please be aware that some screens may have slight irregularities in the form of "dead" pixels. As a 15 inch LCD display contains 2,359,296 pixels, a 19 inch LCD display contains 3,932,160 pixels and a 24 inch LCD display contains 6,912,000 pixels, the occurrence of a few dead pixels is not considered a defect. It is rare for a screen to develop pixel irregularities and the presence of a few dead pixels is not generally an indication that more will occur.

8.2 The Company will only replace a screen that has six or more dead pixels, or two dead pixels that are connected to each other. The Company is sorry for any disappointment this may cause, but the manufacturers of TFT, LCD and plasma screens dictate this policy. Details of these pixel policies may be obtainable directly from the manufacturer of the goods.

9 Limitation of Liability

9.1 If the Company is in breach of any of the terms of its contract with you, it will not be responsible for any losses that you suffer as a result, except those losses that are a reasonably foreseeable consequence of the breach and those losses that we cannot lawfully exclude.

9.2 The Company is not responsible for indirect, special or consequential losses that happen as a side effect of the main loss or damage and that are not foreseeable by you and the Company at the time that the Company accepts your order.

9.3 The goods supplied by the Company to you are for domestic and consumer use only. Accordingly, under no circumstances does the Company accept liability for any business loss (including, without limitation, loss of contract, profit, anticipated profit, revenue, goodwill, opportunity, anticipated savings in expenditure and loss or corruption of data) as a result of the Company's breach of contract, negligence or otherwise.

9.4 The Company does not limit its liability:

- (a) for death or personal injury caused by its negligence;
- (b) for defective goods under the Consumer Protection Act 1987; or
- (c) in respect of any matter for which it would be illegal for the Company to limit or to attempt to limit its liability.

10 Force Majeure

10.1 The Company reserves the right to cancel, vary or suspend its contract with you if any event occurs that is outside its reasonable control including (without limitation) fire, floods, storm, explosion, epidemic, strikes, lockouts, riot, governmental actions, war or national emergency, acts of terrorism, protests and changes in legislation and the Company shall not be held liable for any breach of contract resulting from such an event.

11 Severability

11.1 If a provision of any contract between you and the Company is found by any court or body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, then that provision shall be deemed severable and the remainder of the contract shall continue in full force and effect.

12 Third Party Rights

12.1 No term of any contract between you and the Company shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to that contract.

13 Law and Jurisdiction

13.1 Any contract between you and the Company will be governed by English law and all disputes will be submitted to the non-exclusive jurisdiction of the English courts.