



TERMS AND CONDITIONS OF BUSINESS

1. GENERAL

- (a) Unless otherwise agreed in writing these conditions constitute the only conditions upon which Micro Anvika Limited ("The Company") are willing to supply goods to any person wishing to purchase goods ("The Purchaser") from the Company. All orders are accepted and executed on the understanding that the Purchaser is bound by these conditions. These conditions shall prevail over any terms and conditions in the Purchaser's order or other documents issued by the Purchaser except where expressly agreed to by the Company in writing.
- (b) No employee, servant or agent of the Company has any authority whatsoever to amend, vary, modify or waive any of the conditions herein, save that the Directors of the Company may expressly in writing amend, vary, modify or waive such terms as they think fit.
- (c) The rights and obligations of the Company and the Purchaser under the conditions are wholly independent of their rights and obligations under any other agreement or contract between them.

2. PRICES

All orders are executed subject to the quoted price which shall supersede any price list of the Company whether published or unpublished.

3. PAYMENTS

Consumer Customers and Business Customers without credit accounts: You must pay the purchase price on placing the order.

Business Customers with credit accounts: If we have agreed to allow you a credit account, you must pay our invoices within 30 days of their invoice dates, or we may stop allowing you credit, claim payment of all outstanding invoices and cancel / suspend any further deliveries. We may charge interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 plus our costs in attempting to recover payment and/or repossess the goods.

4. CARRIAGE

Unless otherwise specified, the price quoted does not include delivery to the Purchaser. The Company reserves the right to select the method of transport and to charge for deliveries. If a fixed time is quoted for delivery, such time shall be extended by a reasonable period if delay in delivery is caused by instructions or lack of instructions from the Purchaser, industrial dispute or by any other reason beyond the Company's control.

5. TRANSFER OF OWNERSHIP

The goods belong to us until we have received payment in cleared funds, but you are responsible for their safekeeping as from delivery to you. You must return them or allow us to repossess them if your payment is dishonoured. Business Customers with credit accounts only: Until you have paid for our goods you must retain them and the original manufacturers' packaging so that they can be identified as our property. You must allow us to enter your premises to recover them if you have defaulted on any payment due to us. If you sell them or make an insurance claim in respect of them, you must hold the proceeds on trust for us.

6. DEFAULT

Should default be made by the Purchaser in paying any sum due under any order as and when it becomes due the Company shall have the right to either cancel or suspend further deliveries until the default be made good or to cancel any order so far as any goods remain to be delivered under such order.

7. WARRANTY

In addition to your statutory rights as a consumer, we will pass on to you the benefit of any manufacturers' warranties or guarantees, subject to any conditions that may apply (which will be specified in the documentation accompanying the goods). These may require return in the original manufacturer's packaging.

Business Customers only: If faulty goods are returned to us in the original manufacturer's packaging within 28 days of delivery, we will exchange them for equivalent new goods or refund the purchase price. If faulty goods are returned to us after then and/or not in the original manufacturer's packaging, we will repair them, return them to the manufacturer for repair, or exchange them for equivalent reconditioned or second hand goods. If the goods are not faulty, or have been damaged by someone other than us or the manufacturer attempting repairs, we may refuse exchange or repair as above and/or make a handling charge of 15% of the purchase price (plus VAT). We will only pay for delivery to return goods to you at an address in the U.K. All statutory implied terms as to the quality of the goods, fitness for purpose and correspondence with descriptions and samples are excluded to the maximum extent permitted by law.

In the event of any faults arising the Company reserves the right to carry out repairs itself or return the goods for repair to the manufacturer as the Company in its absolute discretion sees fit. No goods will be accepted for repair if the purchaser has himself attempted to carry out any such repair or instructed a third party so to do. The Company's guarantee will not extend to goods returned from abroad by carrier. In the event of an exchange for any reason there will be a nominal charge for the transferring or reinstalling of software, as the afore mentioned procedure is not covered by warranty.

8. RETURN OF GOODS

We make every effort to supply only in full working order. But if a fault is found, this must be reported to us within 14 days and the product returned in the original packaging together with all other contents, in reasonable condition. Goods confirmed to be faulty upon inspection will be exchanged. The company will not be held responsible for any rectification or exchange of faulty goods not reported within the afore mentioned period. The following are excluded and cannot be replaced or refunded, unless faulty:

- Goods (such as computers) which have been made to your specifications;
- Audio or video recordings;
- Headphones, Hands-free kits, Bluetooth units with ear pieces, microphones, and other products that we are unable to refund for reasons of hygiene;
- Software that has been opened or the seal removed;
- Ink cartridges that have been opened or the seal removed;
- Stylus and Storage Media;
- Laptops and TFT screens with less than 8 dead pixels;
- Products damaged by viruses, worms or other destructive programs downloaded or transferred to products by customers;
- Products containing software that is illicit or otherwise unauthorised by the software owner;
- Contracts or agreements that state any other specified terms surrounding cancellation, exchange or upgrade.

A handling charge of 15% will be deducted from any credits allowed by the Company where it is established that the reason for return of the goods was not subject to provisions of clause 7 of these conditions or through any error on the part of the Company. Although product incorrectly specified and ordered by the customer may be exchanged at the manager's discretion, subject to them being returned undamaged in their original package, it may be necessary to charge for handling or re-configuration. This in no way affects your statutory rights.

9. REJECTION

Unless otherwise agreed in writing, any goods rejected by the Purchaser as not complying with the order must be so rejected within five working days of delivery of the goods to the Purchaser.

10. CONSEQUENTIAL LOSS

The Company shall not be liable for any loss sustained by any personal damage to any property whatsoever and howsoever arising directly out of or in consequence of any act or omission by the Company in the supply of goods including delay, loss of profit and liability to third parties.

Micro Anvika strongly recommend that back-ups are made of all data on any method of storage as The Company will not be held liable for any data lost for any reason. Nothing contained in these conditions shall affect the Company's liability under the unfair Contracts Terms Act 1977 for death or personal injury caused by the negligence of the Company.

11. INVOICES

Invoices must be retained as there will be a nominal administrative charge for reprints.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

Your contract with us is made under English law. If a dispute cannot be resolved by agreement, you or we may refer it to be mediated or take it to an appropriate court in the United Kingdom.

These terms and conditions do not affect your statutory rights. Micro Anvika Ltd. Reg. Address: 53-54 Tottenham Ct Rd, London W1T 2EJ