



intec microsystems ltd.

Term and conditions for Intec Microsystems returns and cancellation of orders .

For your information this is Intec Microsystems terms and conditions for returns and order cancellations only, if you require Intec Microsystems full terms and conditions please do not hesitate to contact us on 0121-7834477.

Upon receipt of a contract (Purchase order) for products or services the contract will be deemed as non-cancellable unless prior written agreement has been met. If the customer wishes to cancel this contract at any time prior to the delivery of goods and services, INTEC MICROSYSTEMS LIMITED will enforce a 20% restock fee. This fee will be invoiced to the customer and will be paid under the customer's normal credit terms.

You are entitled to request a return of any goods for any reason within 5 working days from their receipt. Any damaged goods must be notified to us verbally (and in writing via e-mail or fax) within two working days of receipt. Any items found damaged after this time will not be accepted back for a return. As well as a full refund, Intec Micros will also refund any relevant consequential loss involved such as posting or delivery charges if the products are found to be faulty, sold incorrectly or otherwise not fit for their intended purpose. If you are returning a faulty item, first establish whether or not the good(s) are in fact faulty. It may well be that the item works perfectly well but does not tie in with your system correctly due to a configuration or set up problem. If you are unsure about any of this, please contact us and we can pass on the relevant manufacturers details.

If the goods are definitely faulty or if they have been shipped in error, you need to complete the electronic returns form on our website.

Once we have received and validated your form, you will be contacted and issued with a returns number (RMA number). This normally takes 1-2 business days but can take longer if any details on the form have been omitted. RMA numbers cannot be issued without our knowledge of the relevant serial numbers, invoice numbers and dates involved. Note that once issued, RMA numbers will only remain valid for a period of 10 working days. If goods are not returned within this period, the return will be closed. The Company must receive the completed RMA form back within 48 working hours from time of send. As soon as you have been issued with an RMA number, you can arrange for the goods to be returned to us. Intec Micros cannot accept responsibility for damages caused in transit so please ensure that:

The item(s) are properly packaged. Ensure that you use the original packaging and ensure that the products are wrapped securely to avoid movement/damage in transit. Items not packaged with a reasonable amount of care will be rejected.

No labels, stickers or any parts have been removed.

The goods have not been defaced, altered, manhandled or subjected to any other form of intentional or careless damage.

All supplied contents; inner and outer packaging, manuals, documentation and accessories must be included.

No writing or markings are made on the packaging as this may affect our ability to accept the goods back.

Goods are inspected by us on arrival and, if appropriate, tested. Where appropriate, replacement item(s) will be shipped. Intec Microsystems reserve the right to decide whether to issue replacement goods or a credit. Items returned where Intec Micros have arranged collection, and do not conform to these requirements, will

be charged according to any damage incurred. Intec Micros will only meet shipping costs for returns in the case of an error on our part or in cases where the goods are faulty, sold incorrectly or are not suitable for the purpose for which they are intended.

For account holders, it may be possible to arrange an advanced replacement. If you require replacement goods to be sent to you before we receive the returned items, you will be invoiced at the original sales price and we will quote your original purchase order number on all documentation followed by the reference /R at the end of the PO. Once we receive the returned products, and providing that they comply with the above procedure, we will credit your account with the appropriate sale price.

The return of any products, whether correctly or incorrectly supplied, or whether faulty or damaged, may only be made with our prior authorisation. Any attempts to return products to us without following the procedures described above will be rejected.

9. DOA Policy

9.1 Any Products failing within the specified period of either INTEC MICROSYSTEMS LIMITED's invoice to the Customer or the Customer's invoice to their customer shall be returned to INTEC MICROSYSTEMS LIMITED within 10 days of the date of advising the return to INTEC MICROSYSTEMS LIMITED, at the Seller's expense, for full credit to the Customer, subject to the product not having become discontinued as defined by the manufacturer.

9.2 The specified period in 9.1 will be

(a) 30 days for all products

9.3 Products not returned within 10 days of notification will not be credited

9.4 All products must be returned with their original packaging.

9.5 On acceptance of the returned product, a credit note will be issued by INTEC MICROSYSTEMS LIMITED to the Customer for 100% of the value originally invoiced.

9.6 Unless otherwise agreed, this clause does not apply to Laptop computers with cracked or damaged screens.

10. Warranties

10.1 INTEC MICROSYSTEMS LIMITED, to the extent that it is permitted to do so, hereby assigns the benefit of any guarantee or warranty covering any defects in Products received by INTEC MICROSYSTEMS LIMITED under an agreement with the manufacturer or supplier of the relevant Product.

10.2 The warranty services (if any) will be that provided by the manufacturer and any validation procedures relating to that warranty service are the responsibility of the Customer.

10.3 INTEC MICROSYSTEMS LIMITED may in its discretion offer support or maintenance services with respect to Products.

10.4 The warranty of the manufacturer or supplier is in lieu of all other terms or conditions whether express or implied concerning the quality or fitness for purpose of Products and all such other terms and conditions are hereby excluded.

10.5 If any services are provided by INTEC MICROSYSTEMS LIMITED, INTEC MICROSYSTEMS LIMITED warrants that the Services will be carried out with reasonable care and skill and by suitably trained and qualified persons.

11. Year 2000

11.1 INTEC MICROSYSTEMS LIMITED undertakes that it will use all reasonable endeavours to obtain from the original manufacturer of the Products a warranty that the Products are Year 2000 Compliant, and to the extent that it is able, INTEC MICROSYSTEMS LIMITED will transfer to the Customer the benefit of any such warranty. For the purposes of this clause "Year 2000 Compliant" means that neither the performance nor the functionality of the Products shall in any way be affected by any date whether before, at or after 1st January 2000, that the Products shall in any way be affected by any date whether before, at or after 1st January 2000, that the Products will be capable of correctly processing all dates and that Year 2000 will be recognised as a leap year.

11.2 INTEC MICROSYSTEMS LIMITED will in no circumstances be liable to the Customer for any losses, claims or damages of whatever nature that the Customer may suffer as a result of the Products not being Year 2000 Compliant.

11.3 All other express or implied warranties or conditions relating to quality or fitness for purposes (whether implied by statute or otherwise) are hereby excluded in so far as they might apply in the event of the Products not being Year 2000 Compliant.

12. Liability

12.1 INTEC MICROSYSTEMS LIMITED will accept liability without limitation for death or personal injury caused by the negligence of INTEC MICROSYSTEMS LIMITED (and for any fraudulent misrepresentation).

12.2 The maximum liability of INTEC MICROSYSTEMS LIMITED whether in contract, tort or otherwise for any direct physical damage to tangible property of the Customer caused by a Default by INTEC MICROSYSTEMS LIMITED shall be limited to the lesser of £50,000 per incident or series of incidents or an amount equal to the sums paid by the Customer under the Contract during the preceding 6 months.

12.3 The maximum aggregate liability of INTEC MICROSYSTEMS LIMITED to the Customer whether in contract, tort or otherwise for any direct loss or damage (other than to tangible property) suffered by the Customer as a result of any Default of INTEC MICROSYSTEMS LIMITED shall be limited in aggregate to the lesser of £25,000 or an amount equal to the sums paid by the Customer under the Contract during the preceding 12 months.

12.4 INTEC MICROSYSTEMS LIMITED shall not be liable to the Customer whether in contract, tort or otherwise and even if foreseeable by or in the contemplation of INTEC MICROSYSTEMS LIMITED for: -

(a) Any loss of profits, business, revenue, goodwill, data or anticipated savings, whether sustained by the Customer or any other person; or

(b) Any special, indirect, or consequential loss whether sustained by the Customer or any other person.

12.5 Any advice or recommendations given to the Customer by INTEC MICROSYSTEMS LIMITED or its employees or agents as to storage, application, use or preference of the goods which is not confirmed in writing by INTEC MICROSYSTEMS LIMITED, is followed or acted upon entirely at the Customer's own risk and accordingly INTEC MICROSYSTEMS LIMITED shall not be liable for any such advice or recommendation which is not so confirmed.

13. Intellectual Property Rights

13.1 All Intellectual Property Rights in or relation to the Products (including any manuals and operating documentation relating thereto) or in any materials (including Software) created by INTEC MICROSYSTEMS LIMITED during the course of providing the Services shall vest in INTEC MICROSYSTEMS LIMITED or its suppliers as the case may be and the Customer shall have no title to or interest in any such Intellectual Property Rights except to the extent specifically agreed by INTEC MICROSYSTEMS LIMITED.

13.2 The Customer will notify INTEC MICROSYSTEMS LIMITED immediately if it becomes aware of any illegal or unauthorised use of any of the Products or any of the Intellectual Property Rights in the Products and will assist INTEC MICROSYSTEMS LIMITED and/or its suppliers in taking all steps necessary to defend the owners' rights.

13.3 The Customer undertakes to ensure that any Software which is sold to end-users or any other third party will be accompanied by any Licence Agreement (whether shrink-wrap or otherwise) relating to that Software and any other documentation which INTEC MICROSYSTEMS LIMITED or INTEC MICROSYSTEMS LIMITED's suppliers may require.

13.4 Unless specifically authorised under a Licence Agreement, the Customer undertakes that it shall not (and that it shall not employ nor permit any third party) attempt to copy, adapt, amend, disassemble, de-compile or reverse engineer Software or any part thereof except to the extent allowed by English law.