

Terms and Conditions - GNT Limited

1. Definitions

You the customer a person or company buying products or services from GNT Limited.	Consumer a person buying Products for their own use.
Business Customer a company as defined in English law.	GNT Limited (us, our, GNT Limited) the Product vendor as identified on your invoice and, where relevant, Service Provider.
Factory Integrated Components (FIC) Integrated 3rd party components installed by GNT Limited at time of build.	Integrated Customer Specified Software (ICSS) 3rd party software or customer downloads installed by GNT Limited.
Order Confirmation acknowledgement of Product ordered by you, sent by GNT Limited. Price stated in Order Confirmation.	Product as described in Order Confirmation, may include 3rd Party Products and Service Offerings
Service Offering as described in a GNT Limited Installation agreement and/or Order Confirmation.	Service Provider GNT Limited or its authorised service experts.
3rd Party Products stated in Order Confirmation, not branded or manufactured by GNT Limited.	Software computer operating systems or applications.

2. Application

This Agreement applies to this sale, service and all statements made by GNT Limited in brochures, price lists, adverts, quotations, on the internet or verbally. Variations to this Agreement must be made by GNT Limited in writing. Any other Terms, Conditions or Purchase Orders are excluded. Placing your order means acceptance of this Agreement. GNT Limited may change this Agreement at its choosing.

3. Orders/Contract

Orders are accepted by writing, internet, telephone or fax but are only binding when accepted by GNT Limited. Acceptance is deemed to have taken place when either GNT Limited sends the Order

Confirmation in writing or payment has been taken. Please check the Order Confirmation and notify GNT Limited of any mistake in writing immediately, failure to do so will result in the details stated in the Order

Confirmation applying to this Agreement.

4. Price and Payment Terms

Quotations are only valid in writing and during the period that they state. If no time is stated the quotation will be valid for a period of 14 days. GNT Limited reserves the right to change Products (incl. 3rd Party Products) at any time but GNT Limited guarantees replacement products at least equivalent functionality and performance. Price excludes tax, shipment, insurance and installation. Exchange rates, duties, insurance, freight and purchase costs (incl. for components and services) may cause GNT Limited to adjust prices. Payment will be made before supply or service or, if agreed, within the agreement terms. GNT Limited may suspend deliveries or service until full payment is received. If payment is late, interest at 2% above the minimum lending rate of Lloyds TSB Bank PLC on the late amount and the costs of recovery shall be payable by the customer. Cheques may only be accepted conditionally.

5. Delivery/Title/Risk

The delivery period in the Order confirmation is approximate. Delivery by installments may be made. The place of delivery is stated in the Order Confirmation. Title to Product does not pass until full payment in cash or cleared funds have been received for all goods and services delivered to the buyer under this and all other contracts between the seller and the buyer. Until then the customer must insure and store the goods separately and may not modify, pledge or sell them. GNT Limited may enter the storage premises to repossess the goods at any reasonable time specified by GNT Limited until full payment has been received. Should the customer sell them before title passes, they will become GNT Limited's agent and the proceeds of the sale shall be held on our behalf, separately from the customer's general funds. GNT Limited may sue for the Price before title passes. If the customer refuses delivery without GNT Limited's agreement the customer must pay GNT Limited's expenses or losses resulting from that refusal, including storage costs, until the customer accepts delivery.

6. LCD Display Pixel Anomalies

Due to the manufacturing process employed when producing TFT displays there is a tolerance of pixel anomalies (bright / dark / coloured dots) the limits of which are set by the TFT manufacturer. GNT Limited will only consider a TFT screen to be defective and therefore require replacement in accordance with the warranty when the TFT manufacturer's tolerance limit is exceeded. Please consult the information entitled "LCD Tolerances" supplied with your TFT device for further information.

7. Acceptance

When the product is received it must be inspected promptly. Failure to reject within a reasonable period after delivery is deemed to be acceptance of the goods. After this period the goods will have been accepted. If GNT Limited

Technology agrees to the return of the Product at its choosing, it must be in its original condition with all packaging and associated items, with a GNT Limited issued returns number and proof of purchase. GNT Limited

Technology reserve the right to levy a restocking fee for returned items unless their return is based upon distance selling regulations in force at the time of their return or GNT Limited has determined the item is faulty.

Except in the case of faulty items the customer is responsible for the safe and insured return of the item(s) to GNT Limited's office.

8. Distance Selling Regulations

The Consumer may cancel the contract, by indicating their wish to do so in writing to the Customer Services Department within seven working days, starting the day after product is received, or, if for a service, seven working days starting from the date the Consumer entered into the contract. The Consumer must return the goods to GNT Limited in its original condition with all packaging, associated items and a GNT Limited

issued returns number. The cost of the return is to be borne by the consumer. The Regulations do not apply to used goods and unsealed licensed software or items specifically built to order. GNT Limited will refund, less appropriate deductions, to the Consumer within thirty days of the written notice of cancellation, by the original method of payment. GNT Limited will deduct from any refunds the direct charges incurred by GNT Limited of: Transit Delivery Charges £39.95 Inc VAT (maximum three boxes). CONTACT DETAILS your contract is with: GNT Limited Ltd. Mulberry House, High Green, Brewood, Staffordshire, ST19 9BD Telephone; 01902 851 808
If you have any questions or complaints regarding the company, these can be addressed to the Customer Care Manager at the above address. This is the registered headquarters of GNT Limited and the company registration number is 1895522. The company will endeavour to acknowledge written complaints within 5 working days. The time it takes to reach complete resolution of complaints will be governed by the nature and complexity of the issue but we will endeavour to ensure that consumers are informed of the progress of complaints as appropriate. Customers may return specified goods without reason within this period for a refund.

This excludes goods made to the consumer's specifications. It does not apply to goods intended for everyday consumption. Video recordings or computer software unsealed by the consumer are also excluded. The cost of returning and appropriately insuring the goods until satisfactory receipt at GNT Limited will be borne by the customer. To cancel the contract GNT Limited's Customer Care Manager must be contacted in writing at the above address within 7 working days of receipt of the goods. Delivery is deemed to be completed on the day after receipt of the goods. The customer will be required to return the goods before a refund can be processed. Following receipt of written rejection the customer care department will contact the customer with a RETURN TO MANUFACTURER number within 5 working days. This number must be quoted on all returned goods so that the goods can be properly identified. The company cannot be held responsible for goods returned without proper identification. It is the customer's responsibility to ensure the safe return of the item(s) in the original condition with all associated items and packaging. The item(s) will be deemed as returned upon inspection and confirmation that they are complete and in good order by GNT Limited. A refund will be issued within 30 days of satisfactory receipt of the goods at GNT Limited. Refunds will be by payment to the originating credit card or by cheque. Details relating to the warranty of products purchased from GNT Limited will be included with any PC purchased. Other products are covered under the terms of the Sale of Goods Act 1979 (as amended). Products other than PC's, notebooks, servers or consumables are covered by a 1 year warranty. These details form part but are not the exclusive extent of your contract with GNT Limited which is governed under English law. Your statutory rights as a consumer are unaffected.

9. Warranty

GNT Limited guarantees to you that Products (excl. 3rd Party Products) will be free from defects for 12 months from delivery and spare parts for 90 days from installation unless stated otherwise. Notebook batteries are deemed consumable items and have a warranty period of 90 days. Should a product be defective within the warranty period GNT Limited will repair or replace the product within a reasonable time. The customer must allow GNT Limited to examine Product at your or GNT Limited's premises (at our choosing). GNT Limited owns any replaced Product or parts. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. GNT Limited repairs using components on a like for like basis. Where a particular part is not available GNT Limited reserves the rights to substitute the part with one of an equivalent or greater performance. An item will be deemed as faulty only after investigation by GNT Limited Ltd. The warranty will only be activated after diagnoses by GNT Limited Ltd of a warranty fault. GNT Limited does not give a warranty or guarantee protection for: a) damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or the customer; b) damage caused by any party or other external force; c) fitness for any particular purpose not notified to GNT Limited and agreed in writing at the point of sale or prior to delivery; d) 3rd Party Products, ICSS and FIC specified by the customer. Support for these products will be received directly from their manufacturer or licensor; e) any instruction given by the customer and correctly performed by GNT Limited.

10. Services

Services will be provided by GNT Limited or a Service Provider on GNT Limited's behalf. Response times are estimates and may vary according to the remoteness or accessibility of Product location. Service may be provided via telephone, internet, e-mail, letter or any other means of communication both written and verbally where appropriate. If agreed, and stated in the Order Confirmation, Service Offering may include advice, asset tagging, installation, integration, disposal, training and /or consultancy. Unless stated in Order Confirmation the following are excluded from Service: items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, diskettes, unnecessary work in GNT Limited's assessment, electrical environment, transfer of data or Software, viruses and customer initiated errors either hardware or software.

GNT Limited reserve the right to charge for any service carried out that it determines is the result of a customer initiated error, modification or misuse. 3rd Party Products will be repaired according to manufacturer or licensor warranty. Parts not critical to Product function, may not be serviced within Service Offering time period.

11. Integrated Customer Specified Software (ICSS)

The customer will specify and provide ICSS or GNT Limited may obtain ICSS at your instruction. GNT Limited will indicate acceptance and/or validation of ICSS, then will integrate ICSS into Product, producing an ICSS Product. GNT Limited may install ICSS Product under your instruction or under GNT Limited's technical advice if agreed. GNT Limited will not carry out ICSS work if it is not technically feasible in our view.

12. Factory Integrated Components (FIC)

The customer will specify and provide FIC or GNT Limited may obtain FIC at your instruction. GNT Limited will indicate acceptance and/or validation of FIC, then will integrate FIC into Product, producing a FIC Product. GNT Limited may install FIC Product under your instruction or under GNT Limited's technical advice if agreed. GNT Limited will not carry out FIC work if it is not technically feasible in our view.

13. Liability

GNT Limited's liability in respect of defects in the goods shall be limited to those stated in Clause 9 and subject to Clause 2(1) of the Unfair Contract Terms Act 1977, GNT Limited shall not be liable whether in contract or in tort, including but not limited to negligence, or by reason of breach of statutory duty or otherwise, for any damage or loss whatsoever suffered by the buyer arising out of or attributable to such defects. Neither party shall be liable to the other for any indirect or consequential loss or damage, loss of profit, loss of use or production or of contracts which the other may suffer arising out of any breach by a party of its obligations under the contract and whether the same be due to the negligence of that party or not.

14. Intellectual Property

The customer indemnifies GNT Limited for any of ICSS or FIC specified or owned by the customer and integrated into Product. GNT Limited is allowed to litigate, negotiate and settle claims and the customer must assist us at our expense (except where ICSS or FIC owned by the customer is allegedly infringing) when litigation is directly related to your Product. GNT Limited retains all GNT Limited-owned ICSS or FIC in Product.

The customer must notify GNT Limited immediately of any infringing or unauthorised use of Product or ICSS or FIC in it.

15. Software

Software not owned by GNT Limited is supplied subject to the licence and warranty of the Software licensor. GNT Limited encloses the Software licence that the customer requires with the Product where necessary; you must comply with that licence.

16. Export Control

The customer acknowledge that Product may include technology and Software which is subject to EU and US export control laws and laws of the country where it is delivered or used: the customer must abide by all these laws. Product may not be sold, leased or transferred to restricted end users or countries or for a user involved in weapons of mass destruction or genocide. The customer acknowledges that EU and US restrictions vary regularly and depending on Product, therefore you must refer to the current EU and US regulations.

17. Force Majeure

GNT Limited is not liable for delays in performance (incl. delivery or service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, supplier/transport/production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

18. Confidentiality

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

19. Termination

GNT Limited may terminate this Agreement with written notice if the customer: a) fails to pay on time and within 14 days of written notice; b) breaches or GNT Limited suspects the customer has breached export control laws. Either party may terminate if the other; a) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days or written notice from the other; or b) becomes insolvent or is unable to pay debts as they fall due. GNT Limited reserve the right to charge for any components, engineer's time and related costs due to order cancellation.

20. Your obligations as a Customer

You are responsible for; a) your own choice of Product and its suitability for purpose; b) your telephone and postal charges in contacting GNT Limited, if any; c) any ICSS or FIC specifications and instructions given by the customer; d) all ICSS or FIC, its performance, licences, authorisations and any unused ICSS or FIC. The customer must provide GNT Limited with all reasonable courtesy, information, cooperation, facilities and access to enable GNT Limited to perform duties, failing which GNT Limited shall not be obliged to perform any service or assistance. The customer is responsible for the removal of non GNT Limited supplied products during service, the back up and confidentiality of all data in Product and all of your legal and regulatory requirements.

21. Data Protection

Your data will be held and /or transferred in strict accordance with the applicable data protection laws and GNT Limited's data protection registration and you consent to this. You may instruct GNT Limited not to use your data for direct marketing purposes.

22. Consumer Rights

Any statutory Consumer rights are unaffected by this Agreement.

23. Jurisdiction

English law and the exclusive court jurisdiction of the English courts will apply to this Agreement. The Vienna Convention on Contracts for the International Sale of Goods is excluded.

24. Miscellaneous

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. GNT Limited may subcontract its obligations to a third party. Otherwise, neither party may assign or transfer any obligations or rights. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party. You can find all GNT Limited policies and notices via www.gnt.co.uk and you should refer to this site for any further updates.

Thank you for doing business with GNT Limited.

GNT Limited, Mulberry House, High Green, Brewood, Staffordshire, ST19 9BD Tel: 01902 851 808