



## Smart Solutions Grp Ltd - Business terms and conditions of supply

If you have a credit account with us please pay particular attention to condition 6. Please note that we do not sell products for export outside the United Kingdom.

### 1. General

#### ○ 1.1

mysmartgroup.co.uk and all associated pages (the Site) is owned by Smart Solutions Grp Ltd, a company registered in England (company number 07227868) with a registered office at Unit 7, The Office Village, Forder Way, PE7 8GX. Our VAT number is 1264890052. We are a limited company.

#### ○ 1.2

You are registered with us as a business customer and these are the terms and conditions of sale (the Terms) that apply to transactions between you and us.

#### ○ 1.3

The Contract is the contract between us and you for the sale by us and purchase by you of the Product in accordance with these Terms. By purchasing any products from us (the Products) or submitting orders in accordance with condition 2.3 you acknowledge that you have read and you agree to be bound by and comply with these Terms and that they supersede any alternative or previously used terms of supply.

#### ○ 1.4

A working day is any day other than weekends and bank or other public holidays.

#### ○ 1.5

In these Terms, the following rules apply:

##### ▪ 1.5.1

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

▪ 1.5.2

A reference to a party includes its personal representatives, successors or permitted assigns.

▪ 1.5.3

A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

▪ 1.5.4

Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

▪ 1.5.5

A reference to writing or written includes faxes and emails.

○ 1.6

You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf which is not set out in the Contract. Any representations about the Products shall have no effect unless expressly agreed in writing and signed by one of our authorised representatives.

○ 1.7

Any samples, drawings, images, descriptive matter, or advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures or on the Site are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or any other contract between you and us for the sale of the Products.

## 2. Purchase of Products

○ 2.1

We are under no obligation to accept your order (whether or not the order has been acknowledged and payment made).

○ 2.2

By placing an order in accordance with conditions 2.3, 2.4 and 2.5 below (Order), you will be deemed to be making an offer to purchase Products from us in accordance with these Terms.

○ 2.3

If we agree to allow you to open a managed trade account (a Trade Account) with us you may email or telephone us with your Order. You shall ensure that the terms of your Order are complete and accurate. We will then manually input your Order into our online Site system to process the Order (such Orders shall be referred to as Manual Input Order(s)). You will then be sent an order acknowledgement containing details of your Manual Input Order which you must check for any errors, this is your responsibility. If you discover any errors you must notify us within 1 working day of the date of the Order acknowledgement otherwise we will not be able to make changes to the Order details and we are not responsible or liable to you for such errors unless we have failed to correct them following notification from you received within the 1 working day time limit.

○ 2.4

After placing an Order, including Manual Input Orders, you will receive an email from us acknowledging that we have received your Order. Please note that this does not mean that your order has been accepted.

○ 2.5

All orders, including Manual Input Orders, are subject to acceptance by us, we will notify you by email confirming whether we have processed your payment (the Payment Confirmation). At the same time, if we have accepted your Order, we will notify you of delivery dates. The contract between us (Contract) will only be formed when we send you the Payment Confirmation for your Order.

○ 2.6

The Contract will relate only to those Products which we have expressly confirmed in the Payment Confirmation. We will not be obliged to supply any other Products which may have been part of your Order until the acceptance of such Products has been confirmed in a separate Payment Confirmation.

○ 2.7

Any Order, including Manual Input Orders, (whether or not accepted) is subject to availability of the Product. If the Product becomes unavailable prior to delivery we will notify you as soon as possible following the Payment Confirmation. Either us or you may then cancel the part(s) of the Order relating to the unavailable Product (including those Products which can be reasonably linked to the unavailable Product) or we will, where possible, give you the choice of purchasing an alternative from us (an Alternative). A full

refund will be issued to you for all cancelled parts of your Order after we have received from you or sent notification of cancellation of the Order. If you choose to purchase an Alternative in accordance with this condition 2.7 these Terms will apply. If an Alternative is chosen and payment has already been taken for the Order we will refund to you any overpayment or, in the case of an underpayment, you will pay us any additional sums due in relation to the Alternative.

○ 2.8

The price of the Products will be as set out in condition 8. In the event that a Product is listed or quoted at an incorrect price due to an error, we will notify you within 14 days of the Payment Confirmation of the correct price by email, telephone or fax. Either us or you may then cancel the part(s) of the Order relating to the incorrectly priced Product (including those Products which can be reasonably linked to the incorrectly priced Product) or you may purchase the incorrectly priced Product(s) at the correct price. If you confirm you want to purchase the Product at the corrected price we will then arrange delivery of the Product to you. If payment has been taken for the Product and you cancel your Order we will, on return of the Product (if the Product has been sent out) issue a refund. If only some of the Products you ordered are mispriced it will not affect the Order in relation to any Products which were priced correctly.

○ 2.9

You accept that any Products purchased which are listed as grade A, grade B, ex-display products or used stock (meaning they may have slight cosmetic defects, be a factory refurbished item or may have previously been sent out and sent back as an unwanted item) have the warranty set out in condition 5.6.

### 3. Delivery

○ 3.1

The Products will be delivered to the address you give when you place your Order (Delivery Location) however we reserve the right not to make deliveries outside the United Kingdom.

○ 3.2

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event (as defined in condition 15), your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products or make the Delivery Location available to us.

○ 3.3

Risk in the Products passes to you when the Products are signed for at the Delivery Location (including Manual Input Orders). We accept no responsibility for any damage to or loss of the Products after the risk passes.

○ 3.4

It is your responsibility to check the Products upon delivery. Upon receipt of your Order you will be asked to sign for the Products confirming receipt in good condition. If the Products do not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as “unchecked”. Failure to do so may affect any warranty or other claims that you make thereafter.

○ 3.5

We will inform you as soon as possible after Payment Confirmation if we are unable to deliver the Products to you on the date requested by you and we will, in consultation with you, set an alternative delivery date or period. We shall not be liable to you for any damage or loss you incur as a result of delay in delivery.

○ 3.6

If you fail to accept delivery of the Products and without prejudice to any other rights and remedies available to us, we may store the Products until delivery takes place, and charge you for all related costs and expenses (including insurance) and after a period of 21 working days resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs (including, without limitation, insurance), account to you for any excess over the price of the Products or charge you for any shortfall below the price of the Products.

○ 3.7

The quantity of any consignment of Products as recorded by us upon despatch shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.

○ 3.8

We shall not be liable for any non-delivery of Products (even if caused by our negligence) unless you give written notice to us of the non-delivery within 2 working days of the date when the Products would in the ordinary course of events have been received.

Our liability for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products. Please note that we ask that you use any credit note within 2 years of the date of issue.

#### 4. Title/Risk

- 4.1

Risk in the Products shall pass to you in accordance with condition 3.3.

- 4.2

Title to the Products shall not pass to you until the later of the following:

- 4.2.1

we have received payment in full (in cash or cleared funds) for the Products and all other sums which are or which become due to us for sales of the Products or any other products to you; or

- 4.2.2

completion of delivery by our carrier.

- 4.3

Until title to the Products has passed to you, you shall:

- 4.3.1

hold the Products on a fiduciary basis as our bailee;

- 4.3.2

store the Products separately from all other goods held by you so that they remain readily identifiable as our property;

- 4.3.3

not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

- 4.3.4

maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date the risk passes to you in accordance with condition 3.3;

- 4.3.5

notify us immediately if you become subject to any of the events listed in condition 7.2; and

- 4.3.6

give us such information relating to the Products as we may require from time to time, but you may resell or use the Products in the ordinary course of your business.

○ 4.4

If before title to the Products passes to you, you become subject to any of the events listed in condition 7.2, or we reasonably believe that any such event is about to happen and notify you accordingly, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Products and, if you fail to do so promptly, enter any of your premises or of any third party premises where the Products are stored in order to recover them.

5. Defective Products and Warranty

○ 5.1

Where we are not the manufacturer of the Products, we will endeavour to transfer to you the benefit of any warranty or guarantee given to us in relation to the Products.

○ 5.2

Subject to conditions 2.9 and 5.6, we warrant on delivery and for a period of 28 days from the date of delivery (warranty period), the Products shall:

▪ 5.2.1

conform in all material respects with their description;

▪ 5.2.2

be reasonably fit for purpose; and

▪ 5.2.3

be reasonably fit for any particular purpose for which the Products are being bought if you have made known that purpose to us in writing and we have confirmed in writing that the Products are fit for use for that purpose, following the 28 day period, the Products will be subject to the terms of the manufacturer's warranty. Such warranties will vary from Product to Product.

○ 5.3

Subject to condition 5.4 if:

▪ 5.3.1

you give notice in writing to us as soon as possible following (but in any event no later than 48 hours after) discovery that some or all of the Products do not comply with the warranty set out in condition 5.2; and

- 5.3.2

we are given a reasonable opportunity of examining such Products; and

- 5.3.3

you make available such Products for collection by us or our nominated representative or (if asked to do so by us) return such Products to our place of business at our cost using our nominated carrier,

- 5.3.4

we shall, at our option, repair or replace the defective Products, or refund the price of the defective Products in full.

- 5.4

We shall not be liable for Products' failure to comply with the warranty set out in condition 5.2 if:

- 5.4.1

you or your customer make any further use of such Products after giving notice in accordance with condition 5.3; or

- 5.4.2

the defect arises because of a failure to follow the oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice; or

- 5.4.3

the defect arises as a result of us following a specification supplied by you; or

- 5.4.4

you alter or repair such Products without our written consent; or

- 5.4.5

the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.



- 5.5

Except as provided in this condition 5 and condition 10, we shall have no liability to you in respect of the Products' failure to comply with the warranty set out in condition 5.2.

- 5.6

Grade A, Grade B and Ex Display Products are highlighted as being such on our Site at the time you place your Order. For such products, given that no manufacturer's warranty is available, the warranty and condition 5.2 shall be 90 days for grade A and ex-display and 30 days for grade B. Where products are grade A, grade B, ex-display or used stock it will be noted in the Product description on the site.

- 5.7

You must check the Products on delivery and notify us promptly of any problems or issues and in any event within 2 working days of delivery by email, phone or fax if you have a Trade Account or, otherwise, via the eNotes section on the Site and return the Products to us within 5 working days of such notification from you by following our Returns Online procedure. Please note that risk of the Products in transit rests with you by virtue of condition 3.3.

- 5.8

Please note that any Products returned to us which you claim to be defective will be checked and verified by our technicians. Any returned Products that are not found to be defective will be returned to you and we may charge you for the returned transport costs via your original payment method or hold the Products until full payment has been received by us for the return transport costs.

- 5.9

Any Products that you return to us are returned at your own risk, therefore you should take reasonable care that any Products to be returned are fully insured, correctly addressed and adequately packed and, if it is agreed by us that you are returning them yourself rather than using our returns collection service, carried by a reputable carrier.

- 5.10

For Products to be exchanged or replaced, any additional payments required will be taken from you using the same payment method as for the original purchase made by you. Replacement Products will not be despatched until such payment has been received.

- 5.11

Any refunds given under this Contract will only be made to the account(s) from which payment for the Products was received.

○ 5.12

Where we agree to accept unwanted Products back from you we reserve the right to charge you a re-stocking fee of the higher of 20% of the Product sales price or the sum of £20 which you agree to pay upon re-stocking. Any such returned Products must be unopened and in a fully resalable condition and if they are not or you have not paid the re-stocking fee we may refuse to accept the Products back. You have 5 working days in which to return unwanted Products.

○ 5.13

For faulty product, returns will only be accepted if the product itself is deemed to be defective by the manufacturer in accordance with the End-User Licence Agreement or it can be proven that the Licence Key has not been exposed. Smart Solutions Grp Ltd will replace any damaged or non-conforming Licence Key upon receipt of the manufacturer's confirmation that the item is faulty.

## 6. Credit Accounts Orders

○ 6.1

You may apply to us in writing to set up a credit trade account which we may grant or refuse in our absolute discretion (Credit Account).

○ 6.2

If you have a Credit Account you will not have to pay the full sum upon ordering but may pay for any Products ordered by you by the 30th day of the month following the invoice date. All Credit Accounts which are also Trade Accounts are subject to condition 8.2.

○ 6.3

If you do not pay on time we may (without prejudice to our other rights and remedies) suspend your account and/or withdraw the Credit Account in our absolute discretion at any time by email notification to you and also charge interest in accordance with condition 8.5.

○ 6.4

For the avoidance of doubt, if you hold a Credit Account the provisions of this condition 6 apply in addition to the other Terms and also in addition to the Credit Account terms and conditions which have been provided when you open a Credit Account with us but if there is any conflict between the provisions of this condition 6 and the Terms, this condition 6 shall prevail for those with a Credit Account.

## 7. Insolvency/Incapacity

### ○ 7.1

If you become subject to any of the events listed in condition 7.2, or we reasonably believe that you are about to become subject to any of them and notify you accordingly, then, without limiting any other right or remedy available to us, we may cancel or suspend all further deliveries under the Contract or under any other contract between us and you without incurring any liability to you, and all outstanding sums in respect of Products delivered to you shall become immediately due.

### ○ 7.2

For the purposes of condition 7.1, the relevant events are:

#### ▪ 7.2.1

a material breach by you of any of your obligations under this Contract; or

#### ▪ 7.2.2

you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply; or

#### ▪ 7.2.3

you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or makes a proposal for or enter into any compromise or arrangement with yours creditors; or

#### ▪ 7.2.4

(being an individual) you are the subject of a bankruptcy petition or order; or

#### ▪ 7.2.5

one or more of your creditors or encumbrancers attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or

- 7.2.6  
 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up, other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or your solvent reconstruction;
- 7.2.7  
 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or
- 7.2.8  
 (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or
- 7.2.9  
 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or
- 7.2.10  
 any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in conditions 7.2.1 to 7.2.9 (inclusive); or
- 7.2.11  
 you suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or
- 7.2.12  
 (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

## 8. Prices and Payment

### ○ 8.1

The prices for the Products and delivery are as set out on the Site at the time of purchase or in the case of Manual Input Orders are as set out in our quotation or Order acknowledgement. In addition to the price you may be required to pay a delivery charge for the Products details of which are displayed on our

Site or in the case of Manual Input Orders are as set out in our quotation or Order acknowledgement. Payment is due at the time of Order unless you have a Credit Account as set out in condition 6.

- 8.2

Time for payment is of the essence of the Contract.

- 8.3

The price for the Products shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts you shall pay in addition when you are due to pay for the Products.

- 8.4

If you fail to pay us any sum due pursuant to the Contract, you shall be liable to pay interest to us on such sum from the due date for payment at the annual rate of 4% above the base rate from time to time of Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

- 8.5

Payments may also be made by credit or debit card, by BACS transfer, by PayPal, via your trade account or by cheque and we shall not despatch any Products until we receive cleared funds. No payment shall be deemed to have been received until we have received cleared funds. For the avoidance of doubt, payments by cash will not be accepted.

- 8.6

If you pay as set out in condition 8.6, your payment will be processed by a secure connection at the time you place your Order on the relevant section of the Site.

## 9. Export Terms

We do not sell Products for export outside the United Kingdom.

## 10. Limitation of our liability

- 10.1

In respect of any breach of conditions 5.2 and 5.7 our entire liability shall be limited, to the extent that the cause of action relates to the items purchased on our Site, to (at our option):

- 10.1.1

repairing or replacing the Products; or

- 10.1.2

refunding the amount paid by you in respect of the Products purchased.

- 10.2

Subject to conditions 10.1 and 10.3 our aggregate liability in respect of all causes of action arising out of or in connection with the Products purchased under these Terms (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) will not exceed an amount equal to the value of the Products delivered to you under these Terms.

- 10.3

Notwithstanding anything in these Terms we do not exclude liability for:

- 10.3.1

death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

- 10.3.2

under section 2(3) of the Consumer Protection Act 1987;

- 10.3.3

fraud or fraudulent misrepresentation;

- 10.3.4

breach of the terms implied by section 12 of the Sale of Goods Act 1979;

- 10.3.5

for any deliberate breaches of these Terms by us that would entitle you to terminate the Contract between us; or

- 10.3.6

for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

- 10.4

We will not be liable for any indirect or consequential losses or for any of the following types of loss whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable:

- 10.4.1  
loss of income or revenue;
- 10.4.2  
loss of business;
- 10.4.3  
loss of profits or contracts;
- 10.4.4  
loss of anticipated savings; or
- 10.4.5  
loss of data.

## 11. Complaints Procedure

We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at the address Smart Solutions Grp Ltd (UK) Ltd, Howden, East Yorkshire, DN14 7UW. Our aim will always be to deal with your complaint as soon as possible and make every effort to reach a satisfactory conclusion on your behalf in order to retain your valued custom.

## 12. Entire Agreement

These Terms represent the entire understanding relating to the use of the Site and supersede all other statements, representations or warranties (whether written, made by email or oral) made by us. Nothing in these Terms shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms are reserved by us.

## 13. Severance

If any provision of these Terms is found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms which shall remain unaffected.

## 14. Third Party Rights

A person who is not a party to this Contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## 15. Force Majeure

### ○ 15.1

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

### ○ 15.2

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

#### ▪ 15.2.1

strikes, lock-outs or other industrial action;

#### ▪ 15.2.2

civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

#### ▪ 15.2.3

fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

#### ▪ 15.2.4

impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

#### ▪ 15.2.5

impossibility of the use of public or private telecommunications networks;

#### ▪ 15.2.6

the acts, decrees, legislation, regulations or restrictions of any government.

### ○ 15.3

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.



## 16. Variation

We may vary these Terms in relation to future sales from time to time by publishing new Terms on the Site or by otherwise notifying you of our new Terms.

## 17. Notices

All notices given by you should be sent to us using one of the following methods of communication:

- 17.1

Post: E-Buyer (UK) Limited, Howden Dyke, Howden, East Yorkshire, DN14 7UW

- 17.2

Fax: 01430 433601

- 17.3

Email: [business@mymartgroup.co.uk](mailto:business@mymartgroup.co.uk)

We may give notice to you at either the email or postal address you provide to us when placing an Order. Notice will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

## 18. Our right to vary these Terms

- We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- You will be subject to the policies and Terms in force at the time that you order Products from us, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to Orders previously placed by you), or if we notify you of the change to those policies or these Terms before we send you the Payment Confirmation (in which case we have the right to assume that you have accepted the change to the Terms, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## 19. Law and Jurisdiction

These Terms will be governed by and construed in accordance with the laws of England. Disputes arising in relation to this Site or these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.