



## IMPORTANT INFORMATION - PLEASE READ CAREFULLY!

### TERMS AND CONDITIONS OF OFFER AND SALE

The following terms and conditions ("the Conditions") are the terms on which Blue Planet Networking Ltd ("Blue Planet Networking Ltd") licenses the buyer ("the Buyer") for the use of its products. These Conditions supercede all other terms and conditions relating to the subject matter of these Conditions. Any agreement ("the Agreement") between Blue Planet Networking Ltd and the Buyer shall be governed by these Conditions. Further to these Conditions please read our Licensing Agreement and Warranty Agreement for a complete understanding of the terms of use of Blue Planet Networking Ltd.

### PRODUCTS

The description and quantity of the products to be licensed ("the Goods") shall be as set out in the quotation provided by Blue Planet Networking Ltd to the Buyer ("the Quotation").

### ACCURACY

Every effort has been made to ensure that products are described as accurately as possible, although Blue Planet Networking Ltd is constantly updating products and the descriptions are intended as a guide only. Screenshots are taken on various computers and may differ with computer type and system.

### VALUE ADDED TAX

VAT will be charged in accordance with UK government regulations ruling at the time of dispatch.

### PRICING

Blue Planet Networking Ltd may change the price ("the Price") for the Goods from time to time in the event of changes in direct or indirect costs. These changes will be notified to the Buyer either at the time of order or afterwards but before dispatch of the Goods. If the Buyer has paid for the Goods in full at the time of placing their order, the Price then agreed will be held to by Blue Planet Networking Ltd. If the Price change occurs after the order has been placed the Buyer will be notified and will have the right to either accept the new price or cancel their order.

### PACKING AND CARRIAGE CHARGE

For prepaid orders delivered within the UK Blue Planet Networking Ltd will pay for second class post and packing. First class post is available upon request and an additional charge made. Packing and carriage on all other orders is charged at cost plus 3% with UK deliveries subject to a minimum charge of 95p plus VAT. Packaging and

carriage for overseas orders is at cost plus 3%, Blue Planet Networking Ltd will confirm overseas order prices, packing and carriage costs before processing the order.

#### PAYMENT

All invoices are payable upon receiving, unless specified upon the invoice. Payment is to be made by, sterling cheque drawn on a UK bank or bankers draft or by Electronic Transfer to our account. Please inform us of your intention to use this method and we will make arrangements with you for the transfer to our account. All transaction bank charges are to be paid by the Buyer in full. Blue Planet Networking Ltd shall be entitled at its discretion to charge interest on any overdue amount at a rate of 8% per month on the outstanding overdue balance. Such interest surcharge would immediately become part of the overdue amount.

#### DELIVERY

Blue Planet Networking Ltd shall deliver the Goods to the Buyer at the address of the Buyer provided by the Buyer at the time of the Quotation. Delivery will be via Royal Mail in the UK and national postal services overseas in accordance with Royal Mail conditions, [click here for details](#). Delivery by other carriers is available, contact Blue Planet Networking Ltd for details.

#### NON DELIVERY CLAIMS

We cannot accept a claim for non-delivery unless we have received written notice of it within 14 days of the invoice date. The invoice will either accompany the goods or be sent within 2 days of the Goods being dispatched and in either case will be dated on the date of dispatch. This claim should be addressed to the Customer Service Department at Blue Planet Networking Ltd, 42 Balmoral Ave, Shepshed, LE12 9PX.

#### DAMAGED GOODS

The Buyer must register a claim in writing to the carriers within 10 days of delivery for any Goods received damaged on delivery. We strongly recommend that the Buyer show the parcel to the carrier and sign for the Goods as damaged otherwise a claim may be invalid.

#### ACCEPTANCE

The Buyer shall be deemed to have accepted the Goods if they have not been rejected on or before the 10th day after delivery. The Buyer shall only be entitled to reject the Goods in whole or in part after such date under exceptional circumstances determined by reference to the particular case.

#### RETURN OF GOODS

The Goods cannot be returned to Blue Planet Networking Ltd without prior authorisation. The Goods returned without a return authorisation number ("RAN") issued by Blue Planet Networking Ltd will be refused and returned to the Buyer at the Buyers expense. If the Buyer finds the Goods are not suitable Blue Planet Networking Ltd may at its discretion exchange the Goods for an alternative subject to an additional handling charge of 10% of the Price. In such cases the Buyer must telephone for a

RAN and the Goods including all packaging and materials must be received by Blue Planet Networking Ltd in a perfect resalable and unmarked condition, within 7 days of issue of the RAN number by Blue Planet Networking Ltd.

#### TITLE AND RISK

The Goods shall be at the risk of the Buyer from the time of delivery. Notwithstanding delivery, title in the Goods shall not pass to the Buyer until Blue Planet Networking Ltd has received payment of all sums owing. Until such time as title in the Goods passes to the Buyer Blue Planet Networking Ltd shall have the right to repossess or otherwise recover the Goods.

#### TECHNICAL SUPPORT

If you have a problem with your purchase please contact our Technical Department via e-mail in the first instance at Support@bpnl.co.uk. Please include your return e-mail address if different from the sending address, your telephone number, your invoice number, details of the problem, operating system and computer being used.

#### LIMITATION OF LIABILITY

Except as provided for in law where the Buyer is purchasing as a consumer, in the event of a breach of these conditions Blue Planet Networking Ltd liability shall be limited to replacement or at Blue Planet Networking Ltd discretion refund of the Price of the Goods. Without prejudice to this condition Blue Planet Networking Ltd shall not be liable to the Buyer or to any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from the Agreement.

#### DISCLAIMER

Notwithstanding the use of the terms 'sales' or 'purchases' or other words suggesting transfer of ownership computer programs and software products are licensed to the Buyer (not sold or purchased) subject to the licence agreement of Blue Planet Networking Ltd accompanying the product.

#### FORCE MAJEURE

Blue Planet Networking Ltd shall not be liable for any default due to any circumstance beyond the reasonable control of Blue Planet Networking Ltd including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply or failure to deliver by a Supplier to Blue Planet Networking Ltd.

#### GENERAL

If any term or provision of the Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Conditions shall continue in full force and effect as if the Conditions had been agreed with the invalid illegal or unenforceable provision eliminated. Blue Planet Networking Ltd may without the consent of the Buyer sublicense its rights or obligations or any part of the Conditions. The headings in the

Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

#### ENTIRE AGREEMENT

Each of the parties agrees that save in respect of statements made fraudulently, negligently or by innocent misrepresentation, it shall have no remedy in respect of any untrue statement upon which it relied in entering the Agreement and that its only remedies shall be for breach of contract.

#### GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.

#### RIGHTS OF CONSUMER

Nothing in these Conditions shall affect the statutory rights of a consumer.

