



# **Asset Lifecycle Solutions**

## **Standard Terms and Conditions**

### **for Equipment Sales**

# 1 Standard Terms and Conditions

## Definitions and Interpretation

### 1.1 Definitions and Interpretation

1.1.1 In these conditions, the following terms shall have the following meaning;

"The Company" means [Your Company Name], a company incorporated under the laws of England and Wales, with its registered address at [Your Company Address].

"The Customer" means the person or company who purchases Goods from the Company.

"Contract" means any contract for the sale of goods by The Company to The Customer.

"Goods" means the used IT equipment and other goods or services supplied by The Company to The Customer, as set out in the Sales Agreement.

"Sales Agreement" means the agreement, contract, or purchase order issued by The Company detailing the Goods to be provided to the Customer.

"Warranty Period" refers to the 28-day period following the delivery of the Goods during which the Company guarantees the performance of the Goods, subject to the terms set out in these Conditions.

1.1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.1.3 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.

1.1.4 Any reference to "writing" or "written" includes emails but not fax or any other forms of electronic communication.

### 1.2 Payment Terms

1.2.1 The payment terms for any equipment sold by The Company shall be specified at the point of sale.

### 1.3 Delivery

1.3.1 The Company will make all reasonable efforts to deliver goods on the agreed dates but does not guarantee to do so and does not accept any liability for late delivery.

### 1.4 Risk and Property

1.4.1 Risk in the Goods shall pass to the Customer on delivery. Ownership of the goods will only pass when full payment has been received by The Company.

### 1.5 Equipment Condition and Warranty

1.5.1 The used IT equipment sold by The Company is provided "as is" and without any warranties or guarantees, unless otherwise explicitly stated. The Company shall endeavour to provide accurate descriptions of the equipment, but the Customer acknowledges that some variances may exist.

1.5.2 Notwithstanding the above, The Company offers a 28-day warranty period, beginning from the date of delivery, during which the Customer may report any significant defects or issues with the purchased IT equipment.

- 1.5.3 During the warranty period, The Company will, at its discretion, repair, replace, or refund the cost of goods found to be defective under normal use and maintenance. This does not cover defects caused by accident, misuse, neglect, improper installation, or unauthorized modification.
- 1.5.4 The Customer must notify The Company of any defects or issues in writing within the warranty period and provide The Company with an opportunity to inspect and rectify the reported defects or issues.
- 1.5.5 This warranty will not apply if the Customer fails to follow the use and care instructions provided with the equipment, or if the equipment is altered or repaired by anyone not authorized by The Company

## 1.6 Returns

- 1.6.1 Any return policy shall be stipulated at the point of sale. In general, returns of used IT equipment will not be accepted unless the item is found to be significantly not as described.

## 1.7 Limitation of Liability

- 1.7.1 The Company will not be held liable for any loss or damage resulting from the use of the sold goods, unless it's caused by gross negligence or wilful misconduct of The Company.

## 1.8 Data Protection

- 1.8.1 All personal data provided by the Customer will be handled in accordance with the UK's data protection laws.

## 1.9 Dispute Resolution

- 1.9.1 Any disputes arising in connection with these terms and conditions shall be settled by the courts of England and Wales.

## 1.10 Changes to these Terms and Conditions

- 1.10.1 The Company reserves the right to change these terms and conditions at any time.

## 1.11 Governing Law

- 1.11.1 These Terms and Conditions and any disputes or claims arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the law of England and Wales.