

Terms and Conditions

The following terms and conditions apply to all transactions placed with U-MARQ Ltd and www.u-marq.com. The placing of an order indicates your acceptance of these terms and conditions. Please read them carefully and print a copy for future reference.

These terms and conditions do not affect your statutory rights. To order goods through this website you must be at least 18 years of age. We will treat each order for goods as an offer by you to purchase the goods subject to these terms and conditions.

Before dispatch of goods, all Credit/Debit Cards will be authorised and payment taken. On approved accounts the account status will be checked and subject to approval the goods released upon receipt of an official purchase order. Where goods are not in stock or are on special order, payment will not be taken or an invoice issued until such goods are ready for dispatch. Upon placing an order with U-MARQ Ltd or u-marq.com a contract to purchase then exists. All goods remain the property of U-MARQ Ltd until paid for in full.

We reserve the right to refuse at our discretion to supply any goods ordered by you.

Description of Goods/Warranty and Liability.

Although we warrant that the goods will, at the time of delivery, correspond to the description given by us it is not practical to publish detailed specifications of all the products. All images, descriptive matter, specifications and advertising are for the sole purpose of giving an approximate description of the goods. Full details are available from our website or by request from our contact address. Except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or conditions of the goods whether implied by Statute, Common Law or otherwise are excluded and the Customer warrants that the Customer is satisfied as to the Suitability of the Goods for the Customer's purpose.

Our Limited Liability Warranty is available as a separate document.

Goods are not sold on a trial basis.

If you buy goods which have no published technical specifications, it is your responsibility to establish the suitability of the goods for your intended purpose.

Typographical Errors.

In the event that a product is listed at an incorrect price due to a typographical error or error in pricing information from our suppliers, we shall have the right to refuse or cancel any orders based on the incorrect price whether or not the order has been confirmed.

Product Images / Specifications.

Whilst we endeavour to ensure all images and specifications are correct at the time of publication, they do vary. As such we can accept no responsibility for incorrect images/information. If however you spot a mistake with an image or with a products specification please let us know.

Payment Method.

On the order if paying by credit card you must provide us with your exact address and telephone number that your credit card issuer has on file for you. Your order will only be

processed once authorisation of your credit card has been properly received. We only ship to the card holder address. If you have an approved account all payments must be received by the last day of the month supplied. All goods remain the property of U-MARQ Ltd until paid for in full.

Availability of Goods.

All products are subject to availability and may be withdrawn at any time. However it is our policy to contact you if a product is out of stock and if you do not wish to proceed with the order or for any reason we cannot supply the product we will arrange for the order to be cancelled.

Delivery.

Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and we shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date. Should the Customer request for the delivery to be by instalments a further agreed carriage charge will be applicable. Failure by the Customer to pay for any instalment or delivery when due shall entitle us to withhold further deliveries and the Customer shall be liable for any costs incurred by the Supplier relating to such Goods which the Supplier is then entitled to withhold. Delivery of the Goods shall be made to the Customer's address only and the Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

Where the Customer arranges their own Agent to collect goods from U-MARQ Ltd's Depot, or U-MARQ Ltd delivers goods to a Customer's Agent. The Customer shall take total responsibility for the goods once transferred to the Customer's Agent.

Time Limitations for Notification of claims.

Damaged in Transit.

As internal damage cannot always be identified on delivery, the Customer must sign the driver's manifest as unchecked? Should any damage be identified on opening the package, U-MARQ Ltd must be advised within 24 hours of the exact damage. It is imperative that the Customer does not dispose of any of the packaging, as this will be required to affect a claim against the carrier. The claim will be handled by U-MARQ Ltd, and an arrangement will be made to collect the damaged goods and replacements will be sent. We cannot accept any claims for damage if the above time scales are not followed.

Faulty Goods

Any goods supplied that appear to be faulty on arrival must be reported to U-MARQ Ltd or in the case of goods supplied by a Dealer or Re-Seller within 7 days of delivery. Replacement will not be considered after this period and only a repair may be offered. It is the end user's responsibility to ensure that any ancillary equipment is suitable for connection to products supplied by us. U-MARQ LTD will accept no liability for non-compliance of ancillary equipment and a charge may be made for technical support caused by this. A restocking fee of up to 25% is charged on returns, which are returned directly to U-MARQ Ltd and prove to be non-defective. The restocking fee is non-negotiable. Opened software shall not be accepted for credit or exchange. This does not affect your statutory rights.

Shortages.

It is the Customer's responsibility to sign for the correct number of packages that are delivered, the Customer is required to check that the number of packages delivered equal the

number of packages on the delivery drivers manifest/consignment note. Any shortages must be noted on the drivers manifest and it is the Customers responsibility to thereafter notify us within 24 hours of delivery. Should the Customer be missing an item but has signed for the correct number of packages. The Customer must notify us within 24 hours of delivery. The Customer will be requested to provide us with a copy of the invoice as well. The matter will be investigated and the Customer will be informed of the decision.

Incorrect Goods.

It is the Customers responsibility to notify us of any incorrect goods supplied within 48 hours of delivery. If the items are not as ordered, the Customer must not open the manufacturers packaging or use the item. The Customer will also be required to provide further information on what was received i.e. we may require the manufactures part codes and a full description of what has been received. Should there be any extenuating circumstances that prohibited the Customer to remain within the specified time frame; resolution will be by mutual decision.

Non-Deliveries.

We will not accept liability for goods lost in transit unless we are notified within 5 days from the expected delivery date. This will be the date advised on the Customers automated despatch note which is emailed to the Customer once the items have left our warehouse. We shall accept no liability for shortages, non-deliveries, incorrect goods and goods damaged on delivery outside the reported timescales. Except when extenuating circumstances have prevented notification within the reported timescale. The extenuating circumstances must be by mutual agreement.

Product Warranties.

All products supplied are covered by the terms and conditions of the Original Manufacturers Warranty for a period of 12 months or longer if relevant, this is in addition to the consumers statutory rights.

Cancellation of Orders.

Orders cancelled after dispatch of the goods will be subject to credit only once the items are returned to us and receipted back into our Warehouse. If the items are accepted, opened and used the Distance Selling Regulations will apply. In all instances, goods must be returned as new, with no blemish, defect or parts missing, neither must the outer manufacturer packaging show any damage or be defaced in anyway. Should the items/packaging show any damage or be incomplete and defaced in any manner a 25% fee will apply, this will automatically be deducted from the credit issued.

Items no longer required (Not applicable for Faulty Goods).

If you are not totally satisfied with your purchase, you can return it within 7 days from receiving the goods for a refund provided it is in pristine condition in its original box and packaging. The Customer will be responsible for the safe return of the goods. Goods must be returned "as new" or in the same condition that they were received in. There should be no damage, all parts, items should be returned, all packaging must be included and the manufacturer packaging must not be defaced in manner. Only complete products will be accepted. Therefore ensure that all additional enclosures, such as manuals, free software, cables etc are all returned. Adequate packaging must be used to return the goods. Adequate packaging constitutes that the item is wrapped securely and then placed inside a box in order for the item to return to us with no internal or external damage. Items that are not securely wrapped and received will be returned in the same manner. We reserve the right to reject any item(s) that do not meet the criteria laid out above. A restocking fee of up to 25% of the original invoice value may be levied on item(s) returned after 7 days of the goods being delivered.

Faulty Goods.

If you think that the product you have purchased is faulty you must inform U-MARQ Ltd if supplied direct, or your Dealer or Re-Seller if not supplied direct from U-MARQ Ltd and returned to the product to them. A restocking fee of up to 25% is charged on returns, which are returned directly to U-MARQ Ltd and prove to be non-defective. The restocking fee is non-negotiable. Opened software shall not be accepted for credit or exchange. This does not affect your statutory rights.

Refunds.

If for any reason you are issued with a refund, please note the following, all refunds will be issued to the same payment method as on the original order. When a refund is processed, you will receive an email notification. A refund will usually reach your credit card account within 4 working days after it being processed, please allow up to 10 working days for it to be credited. We do however reserve the right to refund you within 30 days of the return. If the goods are found not to be faulty or they have been damaged by miss-use, they will be returned to you and no refund will be issued.

Liability.

Except as may be implied by law and except in the case of death or personal injury where the Customer is dealing as a consumer, in the event of any breach of these Terms and Conditions by us the remedies to you shall be limited to damages which shall in no circumstances exceed the price of the Goods and we shall under no circumstances be liable for any indirect, incidental or consequential damage.

Force Majeure.

We will not be under any liability whatsoever in the event that we are prevented or delayed from supplying or making delivery of any Goods by any reason or cause beyond our control.

No Waiver.

Our failure to insist upon strict performance of any provision of these Terms and Conditions shall not be deemed to be a waiver of our rights or remedies in respect of any present or future default of the Customer in performance or compliance with any of these Terms and Conditions.

Severability.

In the event that any or any part of these Terms and Conditions shall be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

This Agreement shall be governed by and construed in accordance with the laws of England and each party hereto submits to the non-exclusive jurisdiction of the English courts.