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Terms and conditions of sale

1. Introduction

- 1.1 These terms and conditions shall govern the sale and purchase of products through our website.
- 1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.
- 1.3 You warrant and represent to us that you contract with us under these terms and conditions exclusively in the course of a business and not as a consumer.

2. Interpretation

- 2.1 In these terms and conditions:
 - (a) "we" means Redshelf Ltd Trading As InTouch Systems; and
 - (b) "you" means our customer or prospective customer, and "us", "our" and "your" should be construed accordingly.

3. Order process

- 3.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
- 3.3 To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add the products you wish to purchase to your shopping basket, and then proceed to the checkout via display basket; if you are a new customer, you must then create an account with us and log in; or you can order without registering, but you must enter you full details; if you are an existing customer, you must enter your login details; once you are logged in, you must select your preferred method of delivery and confirm your order and your consent to the terms of this document; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order].
- 3.4 You will have the opportunity to identify and correct input errors prior to finalising your order by reviewing the details on the order page, *before* clicking on 'Buy Now'.

4. Products

- 4.1 The following types of products are or may be available on our website from time to time: Peplink & Pepwave products.
- 4.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.



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5. Prices

- 5.1 Our prices are quoted on our website.
- 5.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.
- 5.3 All amounts stated in these terms and conditions or on our website are stated inclusive of VAT.
- 5.4 It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.
- 5.5 In addition to the price of the products, you will have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.

6. Payments

- 6.1 You must, during the checkout process, pay the prices of the products you order.
- 6.2 Payments may be made by any of the permitted methods specified on our website from time to time.
- 6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.
- 6.4 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:
 - (a) an amount equal to the amount of the charge-back;
 - (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
 - (c) an administration fee of GBP 25.00 including VAT; and
 - (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.4 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4.

7. Credit accounts

- 7.1 If we agree to open a business account for you, you will be able to pay in arrears, in accordance with the provisions of this Section 7.
- 7.2 If you hold an account, then upon or following the dispatch of products, we will send to you an invoice for payment of the price of those products, and you will pay such invoice within 30 days following the date of our invoice.



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7.3 Business accounts will be subject to such credit limits as we may notify to you from time to time.

7.4 If you do not pay to us any amount properly due under or in connection with these terms and conditions in full and on time, we may:

- (a) charge you interest on the overdue amount at the rate of 8% per year above the Bank of England base rate (which interest will accrue daily until the date of payment and be compounded at the end of each calendar month); or
- (b) claim interest and statutory compensation from you pursuant to the Late Payment of Commercial Debts (Interest) Act 1998,

without prejudice to our other legal rights or rights under these terms and conditions.

8. Deliveries

8.1 Our policies and procedures relating to the delivery of products are set out in our delivery policy document.

8.2 We will arrange for the products you purchase to be delivered to the delivery address you specify during the checkout process.

8.3 We will use reasonable endeavours to deliver your products on or before the date for delivery set out in the order confirmation or, if no date is set out in the order confirmation, within 7 days following the date of the order confirmation; however, we do not guarantee delivery by this date.

8.4 We will only deliver products to addresses on the UK mainland.

9. Risk and ownership

9.1 The products you purchase from us will be at your risk from the time of delivery.

9.2 Ownership of a product that you purchase from us will pass to you upon the later of:

- (a) delivery of the product; and
- (b) receipt by us in cleared funds of all amounts due in respect of the product (including delivery charges).

9.3 Until ownership of a product has passed to you, you will possess the product as our fiduciary agent and bailee.

9.4 Until ownership of a product has passed to you:

- (a) you must store the product separately from other goods; and
- (b) you must ensure that the product is clearly identifiable as belonging to us.

10. Warranties and representations

10.1 You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts;



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- (b) you have full authority, power and capacity to agree to these terms and conditions;
- (c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
- (d) you will be able to take delivery of the products in accordance with these terms and conditions and our delivery policy.

10.2 We warrant to you that:

- (a) we have the right to sell the products that you buy;
- (b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;
- (c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;
- (d) the products you buy will correspond to any description published on our website; and
- (e) the products you buy will be of satisfactory quality.

10.3 All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 12.1, all other warranties and representations are expressly excluded.

11. Breach of product warranty

11.1 If you believe that products you have purchased from us breach any of the warranties set out in Section 10.2, please contact us to discuss the issue and arrangements for the return of the products.

11.2 If products you purchase from us do not conform with the warranties set out in Section 10.2, then you will be entitled to a refund of all amounts paid in respect of those products. Alternatively and subject to availability, we may agree to supply you with replacement products, in which case we will pay the cost of delivering those replacement products to you. In either case we will reimburse you for your reasonable expenses incurred in returning the products to us.

11.3 If you return a product in contravention of these terms and conditions, and you do not have any other legal right to a refund or exchange in respect of that product:

- (a) we will not refund the purchase price or exchange the product;
- (b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and
- (c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.



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12. Limitations and exclusions of liability

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

12.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.

12.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

12.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

13. Order cancellation

13.1 We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:

- (a) you fail to pay, on time and in full, any amount due to us under that contract; or
- (b) you commit any breach of that contract.

13.2 We may cancel a contract under these terms and conditions by written notice to you if:

- (a) you cease to trade;



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- (b) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
- (c) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
- (d) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (e) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors.

13.3 We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

14. Consequences of order cancellation

14.1 If a contract under these terms and conditions is cancelled in accordance with Section 13:

- (a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;
- (b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and
- (c) all the other provisions of these terms and conditions will cease to have effect, except that [Sections 1.3, 6.4, 7.2, 7.4, 9, 12, 17, 18, 19, 20, 21 and 22] will survive termination and continue in effect indefinitely.

15. Scope

15.1 These terms and conditions shall not constitute or effect any assignment or licence of any intellectual property rights.

15.2 These terms and conditions shall not govern the licensing of works (including software and literary works) comprised or stored in products.

15.3 These terms and conditions shall not govern the provision of any services by us or any third party in relation to the products (other than delivery services).



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16. Variation

- 16.1 We may revise these terms and conditions from time to time by publishing a new version on our website.
- 16.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

17. Assignment

- 17.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 17.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

18. No waivers

- 18.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.
- 18.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

19. Severability

- 19.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 19.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

20. Third party rights

- 20.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 20.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

21. Entire agreement

- 21.1 Subject to Section 12.1, these terms and conditions[, together with our delivery policy and our returns policy, shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

22. Law and jurisdiction

- 22.1 These terms and conditions shall be governed by and construed in accordance with English law.



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22.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

23. Statutory and regulatory disclosures

23.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

23.2 These terms and conditions are available in the English language only.

23.3 Our VAT number is 878 6604 68.

24. Our details

24.1 This website is owned and operated by Redshelf Ltd Trading As InTouch Systems.

24.2 We are registered in England and Wales under registration number 5698572 and our registered office is at 36 Hurricane Way, Norwich. NR6 6HU.

24.3 Our principal place of business is as shown above.

24.4 You can contact us:

- (a) by post, using the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on the contact number published on our website; or
- (d) by email, using the email address published on our website.