

Distance Selling Trading Terms & Conditions for Products

These are the terms on which **DFx Technology Limited** (Company Number 04715569) ('**DFx**') sells its products via distance selling to consumers. They do not affect your statutory rights. They are designed to set out clearly **DFx's** responsibilities and your rights.

These terms and conditions take into account rights granted to consumers under the Consumer Protection (Distance Selling) Regulations 2000 ('Regulations') where such consumers are contracting via distance selling. As such, if you are not a consumer or if you a consumer but not buying via distance selling, please note that some of the rights under the Regulations including the right to return does not apply to you. If you are a business buyer, please contact info@dfxtech.co.uk.

In order to purchase products online, you must sign up as a registered user. If you have not signed up as a registered user you will be required to register as a registered user when checking out.

DFx's details are as follows:

DFx Technology Limited (Company Number 04715569)

Unit 8B Witan Park,

Avenue Two,

Station Lane,

Witney,

Oxfordshire,

OX284FH

Phone: 01993 705151

Email: info@dfxtech.co.uk

VAT Registration Number: 816012371GB

DEFINITIONS AND GENERAL

1. In these terms and conditions (hereinafter collectively referred to as 'Conditions'):

- 1.1 'Contract' means any contracts made between DFx and you for the sale and purchase of Products from its Website or through distance selling.
- 1.2 'Order' means any order (whether oral and written) for Products made by you to the Company including those made through the Website.
- 1.3 'Parties' mean DFx and you.
- 1.4 'Products' mean any product, article and/or item which DFx sells on its Website.
- 1.5 'Website' means <http://www.dfxtech.co.uk> or variations to the name of the aforesaid domain name.
- 1.6 In these Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.7 In these Conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.
- 1.8 In these Conditions headings will not affect the construction of these Conditions.
- 1.9 You agree that e-mail can be used as a long-distance means of communication.

2. TERMS OF ACCEPTANCE

- 2.1 A Contract is formed between you and DFx when (and not before) DFx notifies you by e-mail and/or electronically that your Order has been accepted. Your Order will not be accepted until DFx receives authorisation of your credit card payment or such other authorisation. DFx does not accept Orders from you if your address is not within the United Kingdom unless otherwise agreed by an authorised representative of DFx and subject to such additional terms as may be agreed by such authorised representative and you. DFx reserves the right not to accept any Order. You are advised to print off and keep safe a copy of these Conditions once your Order has been accepted by DFx.

- 2.2 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply in any Contracts.
- 2.3 Subject to any relevant laws and regulation, you agree that these Conditions shall be the exclusive basis on which any Contracts made between DFX and you are transacted and processed unless otherwise agreed in writing by an authorised representative of DFX.
- 2.4 While DFX tries to ensure that all prices on the Website are accurate, errors may occur. If an error is discovered in the price of the Products that you have ordered, DFX will contact you to let you know the correct price and ask you whether you still wish DFX to fulfil your Order at correct price. DFX shall be under no obligation to fulfil your Order for a Product, which was advertised at an incorrect price. DFX shall give you the option of confirming the Order at the correct price or if you so choose, to cancel the Order altogether. Where you cancel your Order for which you have already paid for, DFX will refund the full amount to you.
- 2.5 DFX will do its best to correct errors and omissions as quickly as practicable after being notified of them.
- 2.6 DFX will not keep details of your personal or credit or debit cards as its secure payment-processing provider processes them. You undertake that all details you provide to DFX for the purpose of processing the purchase of your Products are correct, that the credit or debit card you are using is your own, and that there are sufficient funds to cover the cost of the Products.

3. REGISTERED USER

- 3.1 You will need to register as a registered user ('Registered User') of DFX in order to complete any purchase you make through the Website.
- 3.2 Upon duly completing the relevant registration process, you will be registered as a Registered User (which is free of charge) and be issued with a username and password. Details of such username and password will be emailed to you.
- 3.3 You are solely responsible for the security of your username and password and must not disclose your username and password to

anyone. You must inform DFx immediately if your username and password have been compromised. In such a case, DFx will reset your username and password for you. In this regard, please contact DFx at info@dfxtech.co.uk or 01993 705151.

4. PRICE AND PAYMENT

4.1 Subject to paragraph 2.4, the price of the ordered Products shall be as set out on the Website, and includes postage, packing and value added tax (if applicable). Unless otherwise agreed by DFx, all payments made by cheque must be in Pounds Sterling. For your own protection, please do not send payment in cash.

4.2 Where Orders are made through the Website, DFx accepts payment through Visa and Master Card (collectively as 'Credit Cards') and Maestro.

4.3 An Order may also be through:

4.3.1 telephone on 01993 705151 (between the hours of 09:00 to 17:00 from Monday - Friday); or

4.3.2 postal order by sending such order to the following address:

DFx Technology Limited

Unit 8B Witan Park,

Avenue Two,

Station Lane,

Witney,

Oxfordshire,

OX284FH

4.4 Where an Order is not made through the Website, the Order made shall clearly state (1) the type of Products; (2) the quantities ordered; and (3) the location where the Products are to be delivered. Where an Order is placed orally or in the event of any dispute as to the Order, DFx's version of the Order shall be deemed as the

authoritative Order and you shall not dispute the correctness of the same.

- 4.5 No payment for the Products shall be deemed to have been received until DFX has received cleared funds.

5. DELIVERY

- 5.1 After an Order is accepted, the Products ordered will be delivered to the address entered by you on the on-line order form, which must be within the United Kingdom or that which you provided to DFX where such Order is not made online (as the case may be). Products will normally be despatched within 48 hours, however, orders placed during holiday periods will not be processed until after the holiday period has ended. For the avoidance of doubt, as the actual delivery of the Products is carried out by third party couriers, DFX shall be under no liability for any delay or failure to deliver the Products except to return the purchase price.
- 5.2 Unless a longer delivery date is agreed between the Parties, if DFX fails to despatch any ordered Products within 30 days of acceptance of your Order, DFX shall refund in full your payment in respect of such Products.
- 5.3 You agree that risk of loss or damage of Products passes to you upon delivery of the Products or on the date of the first attempted delivery by DFX.
- 5.4 Please note that your Products may be sent to you in instalments. You may cancel your entire Contract if subsequent instalments forming part of your order are not delivered by DFX.
- 5.5 If your delivery address is outside the United Kingdom, you may be subject to import duties and taxes, which are levied once a shipment reaches your country. Any such additional charges for customs clearance must be borne by you. You should note that customs policies vary widely from country to country; DFX advises each of its customers to contact their local customs office for further information.
- 5.6 Please note that when shipping Products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities.

6. LOSS AND DAMAGE

- 6.1 DFX warrants that, at the time of delivery, the Products will, subject as hereinafter provided, correspond with the description on the Website or DFX's catalogue (as the case may be), will be free from defects in materials and workmanship and will be of satisfactory quality (within the meaning of the Sale and Supply of Goods Act 1994). All other warranties are excluded to the fullest extent permitted by law.
- 6.2 Any claim by you that any Products ordered fail to correspond with the description on the Website or that they are defective or not of satisfactory quality, must be notified to DFX by email at info@dfxtech.co.uk or letter within a reasonable time from the date of delivery in any event no later than 7 days after delivery. If delivery is not refused, or you do not notify DFX accordingly, DFX shall have no liability for such failure or defect unless the Products were not of satisfactory quality at the time of delivery or such defects are latent defects.
- 6.3 If you make a valid claim under paragraphs 6.1 and/or 6.2, DFX shall replace the Products in question free of charge or, at your option, refund in full your payment in respect of such Products.

7. LIMITATION OF LIABILITY

- 7.1 DFX does not exclude liability in the case of death or personal injury caused by DFX's negligence or for fraud.
- 7.2 DFX will use its reasonable endeavours to pass on any manufacturer's warranty to you (where applicable).
- 7.3 DFX shall not be liable for any fault or defect in respect of the Products if:
- 7.3.1 such fault or defect arose as a result of the Products being improperly assembled, used and/or not used in accordance with the manufacturer's manual; or
- 7.3.2 such fault or defect was the result of unauthorised modification of the Products without the written consent of DFX.

- 7.4 Subject to paragraph 7.1, to the fullest extent permitted by law, DFx's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Conditions shall be limited to:
- 7.4.1 in respect of matters for which DFx does not carry insurance, the price of the Products; and
 - 7.4.2 in respect of matters for which DFx carries insurance, the insured value.
- 7.5 Subject to paragraph 7.1, to the fullest extent permitted by law, DFx shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of enjoyment, pain, suffering or satisfaction or otherwise or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Conditions or Contracts.
- 7.6 The provisions of this paragraph 7 shall survive the termination of these Conditions and/or Contracts.
- 7.7 The exclusions and limitations of liability set out in this paragraph 7 shall be considered severally. The invalidity or unenforceability of any one of these sub-paragraphs shall not affect the validity or enforceability of any other part of this paragraph 7.

8. RETURNS POLICY

- 8.1 DFx's returns policy, which is in compliance with the Distance Selling Regulations 2000, is as follows:
- 8.1.1 Within seven (7) working days beginning with the day after the day of receipt of any Product, you may exercise your right of cancellation in respect of such Product by sending us written notice of cancellation by emailing info@dfxtech.co.uk.
 - 8.1.2 You must promptly return the Products to DFx at your cost.
 - 8.1.3 DFx will refund your payment for such Product including delivery cost from DFx to you.

8.2 Where the Product is damaged, DFX reserves the right to commence legal proceedings against you for any loss suffered by DFX.

9. NOTICE

Any communication between the Parties shall be by e-mail or first class post to each party's current e-mail or postal address (as given on the Website at the time of such communication) or the e-mail or postal address given in your Order (or any new e-mail or postal address which you may have notified to DFX).

10. AMENDMENTS TO THIS CONDITION

10.1 DFX reserves the right to vary these Conditions at any time but, in respect of any ordered Products, the terms which apply shall be those when you placed your Order.

10.2 When DFX amends these Conditions, DFX will publicize such amendments on the Website's home page (<http://www.dfxtech.co.uk>). For users purchasing Products or registering on the Website for the first time, all Orders made on or after the date that the amended terms are placed on the Website onwards will be governed by such amended terms and conditions. In addition, such changes will be effective against existing registered users thirty days following posting of the amended version on the Website. Your continued use of the Website following DFX's posting of any changes will constitute your acceptance of such changes. If you do not agree to any changes to these Conditions, please do not continue to use purchase Products on DFX's Website.

11. LAW AND JURISDICTION

These Conditions shall be governed by and construed in accordance with English law and the English Courts shall have jurisdiction.

Please click "Accept" to accept these conditions.