

Terms of cooperation - Consumers

GENERAL PROVISIONS

What these terms cover and why you should read them

These are the terms and conditions on which we supply products to you.

Please read these Conditions carefully before you submit your order to us. These terms tell you who we are how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

These Conditions apply to Consumers who are a natural person who purchases the Goods, which are not directly related to his or her business activity or profession, from the Supplier. The Consumer must be a natural person over 18 years of age. If you are not a Consumer, these Conditions do not apply to you, please register business account.

Your attention is drawn in particular to the Supplier limitations on liability which is found in clause 7.16 - 7.17 under the “Quality and Guarantee” tab of these Conditions. Please ensure you read the entirety of these Conditions carefully.

Definitions

The following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Catalogue: this refers to the supplier catalogue and includes an edition in printed form, CD/DVD, portable hard drive, Website, advertising and press releases, leaflets, as well as all other methods of public presentation of commercial information by the Supplier. Please ensure you check the Website for the current information.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 1.6 and 10.15.

Contract: the contract between the Supplier and the Consumer for the sale and purchase of the Goods in accordance with these Conditions.

Consumer: you, a natural person who purchases the Goods, which are not directly related to his or her business activity or profession, from the Supplier. The Consumer must be a natural person over 18 years of age. Also referred to as ‘you’ and ‘your’.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Order: the Consumer's order for the Goods, as set out in the Consumer's purchase order.

Order Date: the date on which the Customer made an offer for the Goods by placing an Order for the Goods with the Supplier.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Consumer and the Supplier.

Supplier: TRANSFER MULTISORT ELEKTRONIK LIMITED (registered in England and Wales with company number 10482843). Also referred to as ‘us’ and ‘we’

Website: The Supplier’s UK website – www.tme.eu/gb

Interpretation

A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

Any phrase introduced by the terms including, in particular or any similar expression shall be construed as

illustrative and shall not limit the sense of the words preceding those terms.
A reference to writing or written includes emails.

These terms are made in English. Other language versions are only for informative purposes.

Information about the Supplier

1.1. We are **TRANSFER MULTISORT ELEKTRONIK LIMITED** a company registered in England and Wales. Our company registration number is 10482843 and our registered office is at Suite 1C, Coleshill House, 1 Station Road, Coleshill, Birmingham, B46 1HT, United Kingdom . Our registered VAT number is 259171585.

1.2. **TRANSFER MULTISORT ELEKTRONIK LIMITED** is a wholly owned subsidiary of Transfer Multisort Elektronik Sp. z o.o., a company registered in the District Court for the city of Lodz, Poland, 20th Division of the National Court Register under KRS number: 0000165815.

Contact

1.3. You can contact us by telephoning our customer service team at 01675790026 or by writing to us at: **TRANSFER MULTISORT ELEKTRONIK LIMITED** Suite 1C, Coleshill House, 1 Station Road, Coleshill, Birmingham, B46 1HT, United Kingdom e-mail address: office@tme-uk.eu

How we may contact you

1.4. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

Scope of these Terms and Conditions

1.5. All provisions contained in these Conditions apply to all contracts concluded between Consumers and the Supplier in the United Kingdom. We are unable to deliver to all areas of the United Kingdom. Please contact us to confirm whether we are able to deliver to your address. We do not accept orders from addresses outside of the UK. If you wish to place an order from outside of the UK, you can do this by visiting tme.eu or contacting with Export Department of Transfer Multisort Elektronik sp. z o.o. in Poland by e-mail: export@tme.pl, phone number: +48 42 645 54 44

1.6. These terms may only be subject to modification on the basis of individual written arrangements signed by the Consumer and the Supplier. In the case of the Supplier the authorised representative shall only be a director of the Supplier

1.7. The full [terms and conditions](#) terms and conditions are published on the Supplier Website and are separated into separate tabs, for your reference, under the headings:

- General Provisions
- Price
- Placing your Order
- Invoices/ Sales Documents
- Delivery of Goods
- Methods of Payment
- Quality and Guarantee - including limitations of liability
- Right of Withdrawal
- Complaints procedure
- Law
- Personal Data Protection

1.8. Each tab forms a part of the Conditions and they should be read in conjunction with each other. The headings are for reference only and do not form a part of these Conditions.

1.9. An active link to the Conditions will be emailed to the Consumer once the Consumer has placed an order with the Supplier. This is not confirmation that the Supplier has accepted the order. A PDF of the Conditions can also be obtained by downloading or printing them from [the website](#). The active link will show the most recent terms and conditions, it is therefore advised that the Consumer downloads and saves these Conditions.

1.10. Subject to clause 1.6, the Consumer, by placing an order with the Supplier, accepts these terms and conditions in their entirety.

Basis of the contract

1.11. The Order constitutes an offer by the Consumer to purchase the Goods in accordance with these Conditions. The Consumer is responsible for ensuring that the terms of the Order and any applicable

Specification, submitted by the Consumer, are complete and accurate. For orders placed online, the Supplier will send an email after the Order is placed, confirming the details of the Order. This email does not amount to an acceptance of the Order by the Supplier.

1.12. The Order shall only be deemed to be accepted when the Consumer is informed by e-mail that the Order has been transferred to the carrier for shipment, at which point the Contract shall come into existence.

1.13. A quotation for the Goods given by the Supplier shall not constitute an offer by the Supplier. A quotation shall only be valid for the period indicated in the quotation, calculated from its date of issue. Please see the "Price" tab of these Conditions for further information on price.

PRICE

General

2.1. Any information relating to Goods, including prices contained in the Catalogue constitutes an invitation by the Supplier to conclude a contract, but does not constitute an offer by the Supplier. By placing an order, the Consumer is making an offer to purchase the Goods. A contract will not be formed until the Supplier accepts the Consumer's offer as per clause 1.12.

Where to find the Price of the Goods

2.2. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price published by the Supplier on its Website at the time of placing the order. The prices contained in the Catalogue, on CD/DVD, portable drives, in advertising, press leases, leaflets and other information materials should be treated as indicative. We will use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 2.8 for what happens if we discover an error in the price of the product you order.

2.3. The price of the Goods is quoted on the Website both excluding and including VAT. The Consumer shall additionally be liable to pay VAT to the Supplier at the prevailing rate as per clause 2.4. The price of Goods excludes the costs and charges of packaging, insurance and transportation of Goods, which is calculated as per clause 5.15.

2.4. The Supplier will pass on changes in the rate of VAT. If the rate of VAT changes between the Consumer's order date and the date the Supplier supplies the product, the Supplier will adjust the rate of VAT that payable.

2.5. In the case of prepayments made for the purchase of a given commodity, the price is that quoted on the pro forma invoice. The price indicated in the pro forma invoice is exclusively valid until the last payment date for prices and Goods specified on the invoice.

2.6. Prior to completion of the ordering process, the Supplier will inform the Consumer of the total price of the Goods including any tax payable, fees and delivery costs.

2.7. Prices on the Supplier Website are given in PLN, USD, EUR, HUF, CSK, RON, BGN, GBP. The Supplier will only accept orders from and to the United Kingdom and payment in GBP. The other values are for guidance only.

What happens if the price is wrong

2.8. It is always possible that, despite the Supplier's best efforts, some of the products sold may be incorrectly priced. The Supplier will normally check prices before accepting the Consumer's Order so that, where the product's correct price at your Order Date is less than our stated price at the Order Date, the Supplier will charge the lower amount. If the product's correct price at the Order Date is higher than the price stated to the Consumer, the Supplier will contact the Consumer for instructions before accepting the Order. If the Supplier accepts and processes the order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Consumer as a mispricing, the Supplier may end the contract, refund the Consumer any sums paid and require the return of any Goods provided.

How to Pay

2.9. Information on how to pay can be found in the "Methods of Payment" section of these Conditions. The payment process differs depending on the method used by the Consumer to place an Order.

What to do if you think an invoice is wrong

2.10. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any

interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

PLACING YOUR ORDER

General information

- 3.1. The Supplier accepts orders by telephone, post, fax, e-mail, in person and via the online sale system on the Website. Further information is found below.
- 3.2. Goods can only be ordered in quantities according to the amount specified for the product(if not specified, the defaults quantity is 1) and no less than the smallest quantity in the price table located on the page of each product.
- 3.3. The Website is solely for the promotion of the Supplier's products in the United Kingdom. Unfortunately, the Supplier does not accept Orders from outside of the United Kingdom or deliver to certain areas in the United Kingdom and outside the United Kingdom. **Please contact us to find out whether we are able to deliver the products to you.**
- 3.4. By placing an Order, the Consumer is requesting to enter into a contract of sale of the Goods specified in the Order. This offer made by the Consumer is accepted by the Supplier the moment the Consumer is informed by e-mail that the Order has been sent to the carrier for shipment (using the e-mail address provided by the Consumer when registering their account or e-mail address provided when placing the Order) or when the Supplier confirms that the offer is accepted by the Supplier. At this point the contract has been entered into. The order confirmation sent to the Consumer following the placement of an Order does not amount to an acceptance of the Order but is a confirmation of the details of the Order placed.
- 3.5. The Consumer placing an Order does not provide an obligation on the Supplier to accept the Order. Following the Consumer placing an order with the Supplier, a lack of response does not imply acceptance of the Order.
- 3.6. If the Supplier is unable to accept the Consumer's Order, they will inform the Consumer of this, in writing, and will not charge the Consumer for the Goods.

Orders placed via the internet

- 3.7. To place an Order using the online sale system, the Consumer should have an active e-mail account as well as an account in the Website. The registration form for creating an account is completed online and can be found [on the Website](#).
- 3.8. Orders placed using the online system will receive an automated confirmation, to the e-mail provided in the Order, acknowledging the Order and outlining the details of the Order placed by the Consumer. This acknowledgement does not amount to acceptance by the Supplier of the Order. The Order is accepted when the Consumer receives an e-mail from the Supplier confirming that the Goods have been dispatched.
- 3.9. Orders placed using the online system must be paid for in full before the Order will be processed on the system and Goods delivered.
- 3.10. The account on the Website is a personal client administration panel available to the Consumer upon registration and signing in to the Website(using the Consumer's username and password). The account contains the Consumer's data and lists the Consumer's activities on the Website. The Consumer is obliged to keep their username and password confidential and not reveal the username and password to a third party.

Orders placed by e-mail

- 3.11. Orders placed by email should be sent to office@tme-uk.eu
- 3.12. When placing an order by e-mail, the Consumer should provide the following information:
- a) Consumer name
 - b) Consumer e-mail address
 - c) Consumer address
 - d) Consumer telephone number
 - e) Consumer number (if already registered with the Supplier)
 - f) The name of the selected item and quantity
 - g) Delivery address and selected mode of delivery
- 3.13. After the Consumer has placed an Order, a confirmation e-mail will be sent to the e-mail address used
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by the Consumer when placing the Order, unless a different e-mail address was specified by the Consumer. This confirmation e-mail does not amount to acceptance of the Order but confirms details of the Order placed.

3.14. Once the Goods have been dispatched, the Consumer will be notified of this by e-mail, to the e-mail address used by the Consumer when placing the Order unless a different e-mail address was specified by the Consumer. This amounts to an acceptance of the Order.

3.15. The Consumer will be required to pay for the Goods in full before the Goods are dispatched. For guidance on how the price is calculated please see "Price" tab of these Conditions.

Orders placed by fax

3.17. When placing an order by fax, the Consumer should provide the following information:

- a) Consumer name
- b) Consumer e-mail address
- c) Consumer address
- d) Consumer telephone number
- e) Consumer number, if already registered with the Supplier
- f) The name of the selected item and quantity
- g) Delivery address and selected mode of delivery

3.18. After the Consumer has placed an Order, they will receive an e-mail confirming the details of the Order. This confirmation e-mail does not amount to acceptance of the Order but confirms details of the Order placed.

3.19. Once the Goods have been dispatched, the Consumer will be notified of this by e-mail, to the e-mail address specified by the Consumer when placing the Order. This amounts to an acceptance of the Order.

3.20. The Consumer will be required to pay for the Goods in full before the Goods are dispatched. For guidance on how the price is calculated please see "Price" tab of these Conditions.

Placing Orders by telephone

3.21. Orders placed by telephone should be made by calling 01675790026.

3.22. When placing an order by telephone, the Consumer should provide the following information:

- a) Consumer name
- b) Consumer e-mail address
- c) Consumer address
- d) Consumer telephone number
- e) Consumer number, if already registered with the Supplier
- f) The name of the selected item and quantity
- g) Delivery address and selected mode of delivery

3.23. After the Consumer has placed an Order, they will receive an e-mail confirming the details of the Order. This confirmation e-mail does not amount to acceptance of the Order but confirms details of the Order placed.

3.24. Once the Goods have been dispatched, the Consumer will be notified of this by e-mail, to the e-mail address specified by the Consumer when placing the Order. This amounts to an acceptance of the Order.

3.25. The Consumer will be required to pay for the Goods in full before the Goods are dispatched. For guidance on how the price is calculated please see "Price" tab of these Conditions.

Placing Orders in Person

3.26. An order can be placed in person by attending the Supplier's offices at Suite 1C, part first floor, Coleshill House, 1 Station Road, Coleshill, B46 1HT, Birmingham. The Consumer will be unable to pay for the Goods or collect the Goods in person.

3.27. When placing an order in person, the Consumer should provide the following information:

- a) Consumer name
 - b) Consumer e-mail address
 - c) Consumer address
 - d) Consumer telephone number
 - e) Consumer number, if already registered with the Supplier
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- f) The name of the selected item and quantity
- g) Delivery address and selected mode of delivery

3.28. After the Consumer has placed an Order, they will receive an e-mail confirming the details of the Order. This confirmation email does not amount to acceptance of the Order but confirms details of the Order placed.

3.29. Once the Goods have been dispatched, , the Consumer will be notified of this by e-mail, to the e-mail address specified by the Consumer when placing the Order. This amounts to an acceptance of the Order.

3.30. The Consumer will be required to pay for the Goods in full before the Goods are dispatched. For guidance on how the price is calculated please see "Price" tab of these Conditions.

Suspension of the supply of Goods

3.31. The Supplier may suspend the supply of Goods to the Consumer. Circumstances in which this may occur includes, but is not limited to, the following:

- (a) In order to deal with technical problems or make minor technical changes;
- (b) To update the product to reflect changes in relevant laws and regulatory requirements;
- (c) To make changes to the product as requested by the Consumer or notified by the Supplier to the Consumer; or
- (d) Because delivery is not possible to the address provided by the Consumer.

3.32. If the Supplier suspends the supply of Goods, the Supplier will contact the Consumer in advance to tell them that the supply of the Goods will be suspended, unless the problem is urgent or an emergency. If the Supplier has to suspend the Goods, the Consumer may contact the Supplier to end the contract.

3.33. If the Consumer does not pay the Supplier for the Goods when they are supposed to (see clause 6.3) the Supplier will not accept the Order.

Deleting Consumer Account

3.34. If the Consumer would like to delete their account with the Supplier they will need to notify the Supplier by e-mail to: office@tme-uk.eu following a request by the Consumer to delete their account, the account will be deleted in no later than 14 days from the receipt of such a request or if the Consumer has Orders in progress, no later than 14 days from the date of completion of the last Order.

3.35. The Supplier is entitled to waive the Consumer's rights to use the account on the Website and/or to place Orders using the online sale system where the method of use by the Consumer violates law.

Use of the Website- Technical requirements

3.36. Access to the public area of the Website is available for all internet users without subject to registration. Access to the entirety of the Website is only possible for registered users of the Website, who have an active account.

3.37. Use of the Website is subject to the Consumer's ICT system being equipped with a web browser of specification of: Firefox min. 27, Chrome min. 30, IE min. 11, Microsoft Edge, Opera min. 17, Safari min. 9, Android min. 5.0, Java min. 8; with cookie and JavaScript enabled.

3.38. The Website is optimized to support the above-mentioned software at resolution 1024x768.

3.39. The minimum equipment requirement of the user's ICT system - processor 1GHz, RAM 512 MB.

Amending your Order

3.40. If the Consumer wishes to make a change to their Order before the Goods are dispatched or before the Order has been accepted please contact the Supplier on office@tme-uk.eu or +44 (0) 1675790026. On receipt of a request to amend the Order, the Supplier will let the Consumer know if the change is possible. If it is possible the Supplier will inform the Consumer about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of the requested change. The Supplier will ask the Consumer to confirm whether they wish to go ahead with the change before implementing it. If the Supplier cannot make the change or the consequences of making the change are unacceptable to the Consumer, the Consumer may want to end the contract (see "Right of Withdrawal" tab of these Conditions).

Supplier's right to make changes

3.41. We may make minor changes to the Goods to:

- a) Reflect changes in relevant laws and regulatory requirements; and
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b) To implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Goods.

3.42. We may update digital content, provided that the digital content shall always match the description of the Goods that we provided to you before you bought it.

INVOICES/SALES DOCUMENTS

4.1. The Supplier will provide a pro-forma invoice on the receipt of an Order from the Consumer. This pro-forma invoice sets out the Goods ordered and the price payable. This pro-forma invoice is not confirmation that the Order has been accepted by the Supplier.

4.2. The Supplier issues an invoice for every concluded transaction, which is also a VAT invoice. Invoices will be issued in GBP (Great British Pounds). This invoice will be sent with the Goods.

DELIVERY OF GOODS

5.1. The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any).

5.2. Subject to clause 3.3, the Supplier offers delivery of Goods to the United Kingdom only. The Supplier does not deliver Goods to people who under English or international law are subject to embargo or restrictions on trade and sale of goods. Some products available for sale in the Catalogue or Website are only available for sale in selected countries. If a product is unavailable in the United Kingdom, it cannot be added to the cart. If in doubt, please contact the Supplier's Sales Department by e-mailing: office@tme-uk.eu.

5.3. The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Consumer that the Goods are ready.

5.4. The Supplier will deliver the Goods to the Consumer as soon as reasonably possible and in any event within 30 days after the day on which the Supplier accepts the Consumer's Order.

5.5. Delivery date is indicated in the format YYYY-MM-DD (year, month, day). Subject to clause 5.4, the delivery time for a product includes the order processing time and transportation time by the carrier/freight forwarder. The order processing time is an indicative time counted from the moment of receipt of the Order for processing until the subject of the Order is issued to the carrier/freight forwarder. The order processing time is subject to the availability of a given product, while the transport time depends on the choice of carrier/freight forwarder.

5.6. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.7. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

Failure to deliver Goods

5.8. If the Supplier fails to deliver the Goods, the Supplier's liability will be limited to the cost of the Goods, which will be refunded to the Consumer.

Delay in delivering Goods

5.9. The Supplier is not responsible for delays outside their control. If the supply of the Goods is delayed by an event outside the Supplier's control then they will contact the Consumer as soon as possible to let them know and take steps to minimise the effect of the delay. Provided the Supplier does this they will not be liable for delays caused by the event, but if there is a risk of substantial delay the Consumer may contact the Supplier to end the contract and receive a refund for any products they have paid for but not received.

5.10. The Consumer has legal rights if the Supplier delivers any Goods late. If the Supplier's miss the delivery deadline for any Goods then the Consumer may treat the contract as at an end straight away if any of the following apply:

(a) The Supplier has refused to deliver the Goods;
(b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
(c) the Consumer told the Supplier before the Supplier accepted the order that delivery within the delivery deadline was essential.

5.11. Further to clause 5.10 above, if the Consumer does not wish to treat the contract as at an end straight away, or does not have the right to do so (see “Right of Withdrawal” tab of these Conditions), the Consumer can provide a new deadline for delivery, which must be reasonable, and the Consumer can treat the contract as at an end if the Supplier does not meet the new deadline.

5.12. If the Consumer chooses to treat the contract as at an end for late delivery under clause 5.10, the Consumer can cancel their order for any of the Goods in the Order or reject Goods in the Order that have been delivered. If the Consumer wishes, they can reject or cancel the order for some of those Goods (not all of them), unless splitting them up would significantly reduce their value. After that the Supplier will refund any sums the Consumer has paid for the cancelled Goods and their standard delivery. If the Goods have been delivered to the Consumer, they must post them back to the Supplier or (if they are not suitable for posting) allow the Supplier to collect them. The Supplier will pay the costs of postage or collection. Please call customer services on +44 (0) 1675 790 026 or email us at office@tme-uk.eu or to arrange collection. If the Consumer posts the Goods back, they must use reasonable cost effective method of posting.

Failure of the Consumer to accept the Goods

5.13. After a failed delivery of the Goods to the Consumer, the Supplier will make a second attempt to deliver the Goods. If the Consumer fails to accept the Goods for the second time (or make arrangements to collect the Goods), the Goods will be returned to the Supplier. In such case, the Supplier shall end the contract and clause 8.18 will apply.

Delivery Costs and Courier

5.14. The Consumer will pay for the shipping costs, unless otherwise agreed subject to a separate agreement, in writing and signed by the Consumer and Supplier.

5.15. The shipping cost depends on the weight of the package, its size and the choice of carrier/freight forwarder, as per clause 5.16 below. Delivery costs are not included in the price of the Goods. Delivery costs will be added onto the pro-forma invoice. Inclusion, at the request of the Consumer an additionally ordered product will, if possible, be shipped with the original order. If this is not possible, or if the delivery cost is increased, the Consumer will be notified of this, as soon as possible, in writing. Any additional cost in delivery, as a result of an amended order by the Consumer, will be invoiced to the Consumer. If the inclusion of additional Goods is unable to be shipped with the initial order, the shipment containing the additionally ordered products shall be treated as a new order.

5.16. The Consumer will be able to choose a carrier/freight forwarder when placing their order from a list of different possibilities offered by Supplier. If the Consumer requires delivery by a carrier other than that offered by the Supplier, they will be required to enter into a written agreement signed by both the Consumer and Supplier. If the Consumer chooses to use a standard shipment method, the Supplier shall decide which carrier is used from the several entities that provide such services.

When responsibility and ownership of the Goods pass

5.17. The responsibility for the Goods shall pass to the Consumer on completion of delivery.

5.18. The ownership of the Goods shall not pass to the Consumer until the Supplier receives payment in full (in cash or cleared funds) for the Goods, in which case the title to the Goods shall pass at the time of payment.

METHODS OF PAYMENT

6.1. A list of available payment methods and the Supplier account details can be found at the [Payments](#) tab of the Website.

6.2. The Consumer should pay for the Goods when placing the Order, or in any event within 7 days of placing their order. Subject to prior agreement in writing, the Order will not be accepted and the Goods will not be dispatched until payment has been paid to the Supplier.

QUALITY AND GUARANTEE

7.1. The information on products compliance with the RoHS directive is available on the Website. RoHS labels are not included in the printed catalogue, which is not to say that the products are not in compliance with the directive. If in doubt please contact us at office@tme-uk.eu, call us on 01675 790 026 or visit the product manufacturer website. The Supplier is not responsible for any changes in RoHS accreditation. The Supplier will use all reasonable endeavours and comply with their legal responsibility to ensure that information on the Website is accurate.

Product Description

7.2. Subject to the qualifications in clause 7.3, 7.4, 7.5 and 7.6, the Goods are described in the Catalogue.

7.3. Any samples, drawings, descriptive matter, Catalogue or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's Catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them and the Goods may vary.

7.4. The Goods may vary slightly from their pictures. The images of the products on the Supplier Website are for illustrative purposes only. Although the Supplier has made every effort to display the colours accurately, they cannot guarantee that a device's display of the colours accurately reflects the colour of the products. The Consumer's Goods may vary slightly from those images. Although the Supplier has made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our Website may vary slightly.

7.5. Product packaging may vary. The packaging of the Goods may vary from that shown in images on the Supplier Website.

7.6. To the extent that the Goods are to be manufactured in accordance with a Specification or measurement supplied by the Consumer, the Consumer is responsible for ensuring that these measurements and Specifications are correct. If you have any questions please contact us at office@tme-uk.eu or call us on 01675 790 026.

7.7. The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

Product use

7.8. The Consumer acknowledges that goods sold by the Supplier, unless the manufacturer of a given product guarantees otherwise as regards to their use, are not designed and dedicated for use in situations including and not limited to, where faults may result to health and life threatening situations or catastrophe causing damage to property; and in particular are not designed for (but not limited to), nuclear and military application, use in medicine or to save and sustain life.

7.9. The Consumer acknowledges that some of the Goods may be subject of export restrictions.

Supplier's right to make changes

7.10. The Supplier may change the product to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements.

7.11. In addition, we may make, from time to time, some changes to these Conditions but if we do, we will notify you and ask you to accept the changes before you can submit the new Order. The change will not affect the Orders already accepted by us.

7.12. The supplier may update digital content provided that the digital content shall always match the description of the Goods that the Supplier provided to the Consumer before they placed an Order.

Guarantee

7.13. The Supplier does not manufacture the Goods. Goods may be covered by the manufacturer's warranty or the Supplier's guarantee. If a product comes with a warranty, the provisions therein are binding. Information on the warranty period for a particular product is found on the product's description on the Website. Detailed terms of the Supplier's guarantee are specified in the guarantee document, which can be found [here](#)

7.14. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

Goods for business use

7.15. This contract is only for the supply of Goods for domestic and private use. If the Consumer uses the products for any commercial, business or re-sale purpose the Supplier will have no liability to the Consumer for any loss of profit, loss of business, business interruption, or loss of business opportunity. If the Consumer

wishes to use any Goods for business use, they will need to register a business account and purchase the Goods through this account, which are subject to business terms and conditions.

Supplier's liability

7.16. If the Supplier fails to comply with these terms, they are responsible for loss or damage the Consumer suffers that is a foreseeable result of the Supplier breaking this contract or failing to use reasonable care and skill, but the Supplier is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both parties knew it might happen, for example, if the Consumer discussed it with the Supplier during the sales process.

7.17. The Supplier will not exclude or limit their liability to Consumer where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of the Supplier's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Consumer's legal rights in relation to the Goods as summarised at clause 9.4, in the "Complaints Procedure" tab of these Conditions.

RIGHT OF WITHDRAWAL

Consumers Right to Withdraw

8.1. The Consumer can end the contract with the Supplier. The Consumer's right when they end the contract will depend on the Goods purchased, whether there is anything wrong with the Goods, actions by the Supplier and when the Consumer decides to end the contract:

- a) If the Goods purchased by the Consumer is faulty or mis-described, the Consumer may have a legal right to end the contract, have the products repaired or replaced or obtain a full or partially refund;
- b) If the Consumer wishes to end the contract because of something the Supplier has done or advised the Consumer they will be doing, see clause 8.2
- c) If the Consumer has changed their mind about the Goods, they may be able to get a refund if they are within the cooling-off period however this may be subject to deductions and the Consumer will have to pay the costs of return of any Goods (see clause 8.3)

8.2. If the Consumer is ending the contract for a reason set out at (a) to (e) below the contract will end immediately and the Supplier will refund the Consumer in full for any products which have not been provided. The reasons are:

- a) The Supplier has informed the Consumer about an upcoming change to the Goods to take effect after the Consumer Order was submitted but effects the Goods being delivered or a change to these Conditions which the Consumer does not agree to;
- b) The Supplier has informed the Consumer about an error in the price or description of the Goods that the Consumer has ordered and the Consumer does not wish to proceed;
- c) there is a risk that supply of the Goods may be significantly delayed because of events outside the Supplier's control;
- d) the Supplier has suspended supply of the Goods for technical reasons, or notified the Consumer that they are going to suspend the supply of the Goods for technical reasons, in each case for a period of more than 14 days; or
- e) the Consumer has a legal right to end the contract because of something the Supplier has done wrong (including late delivery (see clause 5.10, under the "Delivery of Goods" tab of these Conditions).

8.3. For most products bought online the Consumer has a legal right to change their mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms and summarised at clause 8.5.

8.4. The Consumer does not have a right to change their mind in respect of:

- a) Goods which are not pre-fabricated and have been manufactured according to the Specifications of the Consumer or intended to meet the Consumer's individual needs;
 - b) perishable products or products with short shelf life;
 - c) urgent repairs or maintenance which the Consumer specifically demanded be completed;
 - d) purchases concluded via a public auction;
 - e) Goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - f) sealed audio or sealed video recordings or sealed computer software, once these Goods are unsealed after you receive them; and
 - g) any products which become mixed inseparably with other items after their delivery.
-

8.5. The Consumer has 14 days to change their mind starting after the day the Consumer (or someone nominated by them) receives the Goods, unless:

- a) the Goods are split into several deliveries over different days. In this case the Supplier has 14 days after the day the Consumer (or someone nominated by them) receives the last delivery to change their mind about the Goods.
- b) The Goods are for regular delivery over a set period. In this case the Consumer will have 14 days after the day the Consumer (or someone nominated by them) receives the first delivery of the Goods.

How to end the contract with the Supplier (including if the Consumer has changed their mind)

8.6. To end the contract with the Supplier, please inform the Supplier by doing one of the following:

- a) e-mailing customer services at office@tme-uk.eu. The Consumer should provide their name, home address, e-mail address, details of the order and, where available, their phone number; or
- b) by post. Print off the withdrawal form which can be found at [tab \[insert link\]](#) on the Supplier Website and post it to the Supplier at the address on the form. Or simply writing to the Supplier at that address, including details of what Goods bought, when they were ordered or received it and Consumer name and address;

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract. You may use this form but this is not obligatory)

To: Transfer Multisort Elektronik Limited UK, address: Suite 1C, Coleshill House, 1 Station Road, Coleshill, Birmingham, B46 1HT, United Kingdom, e-mail: office@tme-uk.eu

I /We() hereby give notice that I/We() withdraw from my/our (*) contract of sale of the following goods:

.....

Ordered on:

Invoice number:

Name of consumer(s):

Client's number:

Invoice number:

.....

Signature of consumer(s)

.....

Date

Returning Goods

8.8. The Supplier will pay for the reasonable and direct costs of return if the below apply:

- a) the products are faulty or mis-described;
- b) the Consumer is ending the contract because the Supplier has informed the Consumer of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because the Consumer has a legal right to do so as a result of something we have done wrong; or
- c) the Consumer is exercising their right to change their mind within 14 days of receiving the Goods.

In all other circumstances the Consumer must pay the costs of return in accordance with clause 8.12 below.

8.9. Subject to clause 8.11 above, if the Consumer is responsible for the costs of returning the Goods, and the Supplier is collecting the product from the Consumer, the Supplier will charge the Consumer the direct cost of collection.

Refunds

8.10. The Supplier will refund the price paid for the Goods including delivery costs, by the method used by the Consumer for payment. However, the Supplier may make deductions from the price, as described below.

8.11. Deductions from refunds if you are exercising your right to change your mind:

- a) The Supplier may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by the Consumer handling them in a different way than necessary to establish the nature, characteristics and functioning of the item. If the Supplier refunds the price paid before they are able to inspect the Goods and later discover that the Consumer has handled them in an unacceptable way, the Consumer must pay the Supplier an appropriate amount.
- b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method that the Supplier offers. For example, if the Supplier offers delivery of a product within 3-5 days at one cost but the Consumer chooses to have the product delivered within 24 hours at a higher cost, then the Supplier will only refund what the Consumer would have paid for the cheaper delivery option.

8.12. The Supplier will make any refunds due to the Consumer as soon as possible. If the Consumer is exercising their right to change their mind then:

- a) The Consumer's refund will be made within 14 days from the day on which the Supplier receives the product back from the Consumer or, if earlier, the day on which the Consumer provides the Supplier with evidence that the Goods have sent back to the Supplier. For information about how to return a product to see clause 9.6 in the "Complaints Procedure" tab of these Conditions; and
- b) In all other cases, the Consumer's refund will be made within 14 days of the Consumer informing the Supplier that they have changed their mind.

8.13. The Supplier will refund the payments using the same payment methods that was used by the Consumer in the original transaction, unless the Consumer has expressly agreed otherwise. The Consumer does not incur any charges in relation to the refund.

Supplier's right to withdraw

8.14. The Supplier may end the contract for Goods at any time by writing to the Consumer if:

- a) the Consumer does not, within a reasonable time of the Supplier asking for it, provide the Supplier with information that is necessary for the Supplier to provide the Goods;
- b) the Consumer does not, within a reasonable time, allow the Supplier to deliver the products to or the Consumer does not collect them from the Supplier; or
- c) Force Majeure Event or any unexpected event outside the control of the Supplier.

8.15. If the Supplier ends the contract in the situations set out in clause 8.14 the Supplier will refund any money the Consumer has paid in advance for Goods that have not been provided but the Supplier may deduct or charge the Consumer reasonable compensation for the net costs incurred as a result of the Consumer breaking the contract.

COMPLAINTS PROCEDURE

9.1. If the Consumer has any questions or complaints about the Goods, please contact the Supplier. The Supplier can be contacted by telephoning the customer service team at 01675 790 026 or writing to office@tme-uk.eu. Complaints may also be submitted using the complaint form which can be found [on Website](#)

9.2. The Supplier examines Consumer complaints in accordance with applicable law, in particular the Consumer Rights Act 2015.

9.3. If you are not happy with how we have handled any complaint, you may wish to refer the matter to alternative dispute resolution, please see clause 10.12 which contains further information.

9.4. Complaints about goods sold can be reported to the Complaint's Department:

- a) via tel. no. +44 (0) 1675 790 026
- b) by e-mail to the following address: office@tme-uk.eu or
- c) in writing to the following address:

TRANSFER MULTISORT ELEKTRONIK LIMITED

Suite 1C, Coleshill House, 1 Station Road, Coleshill, Birmingham, B46 1HT, United Kingdom

9.5. The complaint should contain an accurate description of the reasons for the complaint and expected method of handling. The Supplier may demand proof of purchase. The Supplier shall consider complaints of Consumers and inform them and respond to their complaint within 14 days. Further information or inspection of the Goods may be required before the complaint can be resolved.

Damage to Goods on delivery

9.6. Should the Goods reach the Consumer in a state indicating mechanical damage during transport, the Consumer should check it in the presence of the courier (if possible) and make a note describing the damage. It is helpful if the Consumer can get the note signed by the courier.

9.7. The Consumer may be asked to provide evidence of damage, for example providing photographs.

9.8. The Consumer should notify the Supplier of any damage as soon as possible and in any event within 30 days of delivery of the Goods. Any notification made after that date may not be remedied.

Damaged/Defected Goods

9.9. If the item sold has a defect, the consumer may:

- a) submit a statement requesting a reduction in the price or withdrawal from the agreement, unless the Supplier immediately and without undue inconvenience to the Consumer replaces the defective item for one free from defects or removes the defect. This restriction does not apply if the item has already been replaced or repaired by the Supplier or the Supplier did not replace the item for one free of defects or did not remove the defect. The reduced price should be proportional to the price resulting from the agreement, in which the value of the items with the defect remains the same as the value of the items without defect. The Consumer cannot withdraw from the agreement, if the defect is irrelevant; or
- b) request replacement of items for those free of defects or remove the defects. The Supplier is obliged to replace the defective item for free from defects or to remove a defect within a reasonable period without excessive inconvenience to the Consumer. The Supplier may refuse to compensate the Consumer, if bringing the defective item into conformity with the agreement in the manner chosen by the Consumer is impossible or in comparison with other possible means, conformity with the agreement would entail excessive costs.

LAW

Intellectual Property

10.1. Transfer Multisort Elektronik sp. z o.o is the owner of the copyright and other legal rights to the materials contained in the catalogue and on the Website, in particular to the pictures, descriptions, translations, graphic forms and methods of presentation.

10.2. Any reproduction of materials and technical information contained in catalogues, on the Website or otherwise provided by the Supplier requires the written consent of the Supplier.

Transferring rights and obligations

10.3. The Supplier may transfer their rights and obligations under these terms to another organisation. The Supplier will inform you in writing if this happens and ensure that the transfer will not affect the Consumer's rights under the contract. If the Consumer is unhappy with the transfer they may contact the Supplier to end the contract within 14 days of notification of the transfer. In the event the Consumer terminates the contract, the Supplier will refund any payments made in advance by the Consumer for products not yet provided.

10.4. The Consumer may only transfer their rights or obligations under these terms to another person if the parties agree to this in writing. However, the Consumer may transfer the Supplier's guarantee under clause 7.13 to a person, in the UK, who has acquired the product. The Supplier may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

10.5. This contract is between the Supplier and Consumer. No other person shall have any rights to enforce any of its terms, except as explained in clause 10.4 above. Neither party will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

Delay in enforcing contract

10.6. If the Supplier does not insist immediately that you do anything you are required to do under these terms, or if the Supplier delays in taking steps against the Consumer in respect of any breach of the contract by the Consumer, will not mean that the Consumer does not have to do those things and it will not prevent the Supplier taking steps against the Consumer at a later date. For example, if the Consumer misses a payment and the Supplier does not chase the Consumer but continues to provide the Goods, the Supplier can still require the Consumer to make the payment at a later date.

Entire Agreement

10.7. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes

all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.8. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Variation of the Contract

10.9. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.10. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. Any modification made the provisions found to be illegal or unenforceable shall be replaced with a provision of similar meaning, reflecting the original intent of the particular provision, to the extent permitted under English law

Third Party Rights

10.11. No one other than a party to this Contract shall have any right to enforce any of its terms.

Alternative Dispute Resolution

10.12. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform, which can be accessed using this link <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage> Some ADR providers charge a fee for bringing a claim. Any ADR provider that you decide to use will need to be agreed by both parties (i.e. the Consumer and the Supplier). The Supplier is not obliged to use the ODR process. Further information can be found on the European Commission Online Dispute platform by clicking the above link or in this link to the [Website](#).

10.13. The Supplier may refer any disputes, complaints against the Consumer or breach of contract by the Consumer to alternative dispute resolution.

10.14. Clause 10.12 and 10.13 does not prevent the Consumer from exercising their right to bring a claim using the courts of England and Wales or utilise other legal remedies available.

Term

10.15. These Conditions are effective unless updated terms and conditions are published. Please check the Supplier's Website to ensure you are reviewing the updated terms and conditions.

Force majeure

10.16. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for one month, the party not affected may terminate this Contract by giving one week written notice to the affected party.

Governing Law and Jurisdiction

10.17. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

10.18. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation. If the Consumer lives in Scotland they can bring legal proceedings in respect of the products in either the Scottish or the English courts. If the Consumer lives in Northern Ireland they can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

PERSONAL DATA PROTECTION

How the Supplier will use the Consumer's personal information

11.1. The Supplier will use the personal information the Consumer provides in order to supply the products to the Consumer, process the Consumer's payment for the Goods and, if the Consumer agreed when registering to be a customer, provide the Consumer with marketing information (the Consumer may stop receiving this at any time by contacting the Supplier on + 44 (0) 1675 790 026 or office@tme-uk.eu)

Who will process your personal data

11.2. Consumer personal data will be processed by the Supplier and Transfer Multisort Elektronik sp. z o.o a registered company in Poland at the District Court for the city of Lodz, the 20th Division of the National Court Register, under KRS number: 0000165815.

11.3. The Supplier will only give the Consumer's personal information to other third parties where the law either requires or allows the Supplier to do so. so.
