

# Terms of cooperation - Consumers

## GENERAL PROVISIONS

### These terms may have changed since you last reviewed them

For a list of changes and when they were made, see [link](#).

### Where to find information about us and our products

You can find everything you need to know about us, TRANSFER MULTISORT ELEKTRONIK LIMITED (registered office at Suite 1C, Coleshill House, 1 Station Road, Coleshill, Birmingham, B46 1HT, United Kingdom) (**TME**), and our products on our website, in our catalogue or from our sales staff before you order. We also confirm the key information to you in writing after you order by email to the email address you used to register your online account or the email address provided at the time you placed your order.

### When you buy from us you are agreeing that:

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you before we start processing your order .
- We charge interest on late payments.
- We pass on some increases in VAT.
- We have to make you aware of issues regarding the Customs Declarations of our Manufacturers' Countries.
- We will set out acceptable Methods of Payment.
- We will advise you of applicable Delivery companies or carrier.
- We're not responsible for delays outside our control.
- Products can vary slightly from their pictures.
- You're responsible for making sure your measurements are accurate.
- You have a legal right to change your mind.
- You can end an on-going contract (find out how).
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can cancel your order.
- We don't compensate you for all losses caused by us or our products.
- We use your personal data as set out in our Privacy Policy.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.
- Our Intellectual Property.
- We may transfer our rights and obligations to another company.

### We only accept orders when we've checked them

In order to place an order for our products, you must create an account through our website at [www.tme.eu/gb/](http://www.tme.eu/gb/), or by providing your details to our Customer Service Team. When you place an order with us, we will contact you to confirm we've received your order and we accept it when we dispatch the product and confirm dispatch to you. We can only normally accept orders to be delivered to addresses in mainland Great Britain. If you require our products to be delivered to an address outside mainland Great Britain, please contact our Customer Service Team at <https://www.tme.eu/gb/contact/> or by calling us on [+44 1675790026](tel:+441675790026)

### Sometimes we reject orders

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because you are located outside our delivery areas, as stated on our website and in our marketing, or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

### We charge you before we start processing your order

Sometimes we will order your products from another supplier, so we need to charge you before dispatch to you.

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If we charge you for any reason before dispatch, we will try to arrange dispatch to you as quickly as possible after you place your order.

### **We charge interest on late payments**

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

### **We pass on some increases in VAT**

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

### **We have to make you aware of issues regarding the Customs Regulations of Manufacturers' Countries**

- You undertake to comply with the customs, import and export regulations of the country to which the products purchased from us are to be delivered, as well as to acquire the necessary permits or licences for sale, export, re-export, import of goods from the country of origin, in so far as the legislation in force in these countries requires them to be obtained and to comply with the customs legislation of these countries.
- You acknowledge that the laws of certain countries and international organizations restrict trade in certain products and related technology and documentation with certain countries, entities or individuals, and you represent that you are not deprived, under the applicable national and international law, of the right to purchase products offered for sale by us.
- You undertake to comply with all official acts, in particular laws, regulations, orders and decisions, as well as sanctions issued thereunder, relating to so-called dual-use products – to the extent they concern products purchased from us (hereinafter: products), including among others: (i) the U.S. Export Administration Regulations; (ii) the U.S. International Traffic in Arms Regulations; (iii) the economic sanctions laws and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control; (iv) the European Union export controls and sanctions regulations; (v) the United Nations sanctions policy; (vi) all relevant laws enacted under any of the foregoing; and (vii) any other applicable economic sanctions, export control or import laws (collectively, the **"Export Regulations"**).
- You represent that you: (i) will only use our products for civilian end uses and will not use our products for unauthorized military end uses within the meaning of the Export Regulations; (ii) will not allow restricted end users to obtain our products except as permitted by the Export Regulations; (iii) will not allow prohibited or sanctioned entities to obtain our products except as permitted by the Export Regulations, including, but not limited to, persons listed on: (A) the U.S. Specially Designated Nationals List, the Denied Persons List, Entity List, or (B) the consolidated list of persons, groups and entities subject to EU financial sanctions implemented under the EU's Common Foreign and Security Policy; (iv) will not use our products for end uses prohibited by the Export Regulations, such as the design, modification, production or manufacture of nuclear, missile, chemical or biological weapon.
- You will not intentionally re-export, resell, transfer or otherwise make our products available to third parties who do not confirm in a clear and unequivocal manner that they will comply with this section of the terms that is headed Customs Regulations of Manufacturers' Countries.

### **We will set out acceptable Methods of Payment**

A list of available payment methods and our account details can be found at the How to buy - Payments tab of our website at [www.tme.eu/gb/](http://www.tme.eu/gb/).

You should pay for the products when placing your order, or in any event within 7 days of placing your order. Subject to prior agreement in writing, the order will not be accepted and the products will not be dispatched until full payment has been made.

Prices on our website are given in USD, EUR, GBP. We will only accept orders from and to the United Kingdom and payment in GBP. The other values are for guidance only.

### **We will advise you of applicable Delivery companies or carrier**

You will pay for the shipping costs, unless otherwise agreed subject to a separate agreement, in writing and signed by you and TME.

The shipping cost depends on the weight of the package, its size and the choice of carrier/freight forwarder. Delivery costs are not included in the price of the products.

You will be able to choose a carrier/freight forwarder when placing their order from a list of different

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possibilities offered by us. If you require delivery by a carrier other than that offered by us, you will be required to enter into a written agreement signed by both you and TME. If you choose to use a standard shipment method, we shall decide which carrier is used from the several entities that provide such services.

### **We're not responsible for delays outside our control**

If our supply of your product is delayed by an event outside our control, such as shortages or absence of power, fuel, raw materials, labor, tools, dies or equipment, or technical problems, acts of God, supply chain breakdown, acts of civil or military authority, labour disputes, fires, riots, war, embargoes, epidemics, floods, unusually severe weather, we will contact you as soon as possible to let you know and do what we can to reduce the delay.

As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team: at <https://www.tme.eu/gb/contact/> or by calling us on [+44 1675790026](tel:+441675790026) to end the contract and receive a refund for any products you have paid for, but not received, less reasonable costs we have already incurred.

### **Products can vary slightly from their pictures**

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different. Due to the nature of the manufacturing process, individual copies of the products may vary. Tolerance for individual products is indicated in their data sheets which are provided on our website.

### **You're responsible for making sure your measurements are accurate**

If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct.

### **We will charge you if you don't give us information we need or do preparatory work as agreed with us**

We will charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery.

### **You have a legal right to change your mind and however you bought products from us**

**Your legal right to change your mind.** For most of our products you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

**When you can't change your mind.** You can't change your mind about an order for:

- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- goods that are made to your specifications or are clearly personalised; and
- goods which become mixed inseparably with other items after their delivery.

**The deadline for changing your mind.** If you change your mind about a product you must let us know no later than 14 days after the day we deliver it. If your purchase is split into several deliveries over different days, the period runs from the day after the last delivery.

**How to let us know.** To let us know you want to change your mind, email us at [office@tme-uk.eu](mailto:office@tme-uk.eu) or send us a letter to the address of our registered office at Suite 1C, Coleshill House, 1 Station Road, Coleshill, Birmingham, B46 1HT, United Kingdom, giving your name, home address, e-mail address, details of the order and, where available, your phone number. You can use our model withdrawal form available at <https://www.tme.eu/gb/how-to-buy/7221/country-consumer-declaration-of-withdrawal/>

**You have to return the product at your own cost.** You have to return your product to us within 14 days of your telling us you have changed your mind. Returns are at your own cost, unless we offered free returns when you bought the product. You can:

- send the product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time, we won't refund you the price. For help with returns, including our collection arrangements for products which can't be posted or contact our Customer Service Team at <https://www.tme.eu/gb/contact/> or by calling us on [+44 1675790026](tel:+441675790026)

**We only refund standard delivery costs.** We don't refund any extra you have paid for express delivery or

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delivery at a particular time.

**We reduce your refund if you have used or damaged a product.** If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the product-branded packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due. Our Customer Service Team: <https://www.tme.eu/gb/contact/> can advise you on whether we're likely to reduce your refund.

**When and how we refund you.** If you tell us you've changed your mind about a product that hasn't been delivered or one that we're collecting from you, we refund you as soon as possible and within 14 days. If you're sending your product back to us, we refund you within 14 days of receiving it (or receiving evidence you've sent it to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

### **You can end an on-going contract (find out how)**

We tell you when and how you can end an on-going contract with us (for example, for a regular delivery of goods) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team at <https://www.tme.eu/gb/contact/>

### **You have rights if there is something wrong with your product**

If you think there is something wrong with your product, you must either fill in our Complaints Form, which is available on our website <https://www.tme.eu/gb/complaint/> or contact our Customer Service Team at <https://www.tme.eu/gb/contact/> or by calling us on +44 1675790026. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law.

### **We can change products and these terms**

**Changes we can always make.** We can always change a product:

- to reflect changes in relevant laws and regulatory requirements, for instance, if laws affect the types of materials that can legally be used to produce the products, or if sanctions are imposed against the origin of the manufacture of the product ordered;
- to make minor technical adjustments and improvements. These are changes that don't affect your use of the product; or
- to make changes to our product requested by you, or notified to you by us, and agreed to by you.

**Changes we can only make if we give you notice and an option to terminate.** We can also make the following types of change to the product or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team: <https://www.tme.eu/gb/contact/> or by calling us on +44 1675790026 to end the contract before the change takes effect and receive a refund for any products you've paid for, but not received:

- if the product you have ordered is no longer available, and the only replacement we have available differs from the product that you ordered.

### **We can suspend supply (and you have rights if we do)**

**We can suspend the supply of a product.** We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product (see We can change products and these terms).

### **We can withdraw products**

We can stop providing a product, for instance if it is no longer available and will let you know within a reasonable time and we will refund any sums you've paid in advance for products which won't be provided.

### **We can cancel your order**

We can cancel your order and claim any compensation due to us if:

- you don't make any payment to us when it's due;
  - you don't, within a reasonable time of us asking for it, provide us with information that we need to provide the product, for example, any changes in the specific delivery address;
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- you don't, within a reasonable time, allow us to deliver the product to you; or
- if we have been unable to import our product, including because of problems with the required customs declaration.

## **We don't compensate you for all losses caused by us or our products**

We're responsible for losses you suffer caused by us breaking this contract, unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section We're not responsible for delays outside our control.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession or Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in <https://www.tme.eu/gb/cooperation/terms-of-cooperation---business/6240/cooperation-1/> .

## **We use your personal data as set out in our Data Protection Policy**

How we use any personal data you give us and your rights is set out in our Data Protection Policy at <https://www.tme.eu/gb/information/data-protection-policy/6582/data-protection-policy/>

Your personal data will be processed by us and our parent company: 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.

The provision of personal data is voluntary, but necessary in order to register on our website or to conclude a contract with us.

## **You have several options for resolving disputes with us**

**Our complaints policy.** Our Customer Service Team available at <https://www.tme.eu/gb/contact/> or by calling on [+44 1675790026](tel:+441675790026) will do their best to resolve any problems you have with us or our products. To let us know if you have any problems with our products or services provided by us you can also use our complaint form available at <https://www.tme.eu/gb/complaint/>

**You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales or Scotland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## **Other important terms apply to our contract**

**We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract **OR** We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer you can contact our Customer Service Team: at <https://www.tme.eu/gb/contact/> or by calling us on [+44 1675790026](tel:+441675790026) to cancel your order within 2 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

**You can only transfer your contract with us to someone else if we agree to this in writing.**

**Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

## **Our Intellectual Property**

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.

Any reproduction of materials and technical information contained in catalogues, on our website or otherwise

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provided by us requires our written consent.

### **Transferring rights and obligations**

We may transfer Our rights and obligations under these terms to another organisation. We will inform you in writing if this happens and ensure that the transfer will not affect Your rights under the contract. If You are unhappy with the transfer You may contact Us to end the contract within 14 days of notification of the transfer. In the event You terminate the contract, We will refund any payments made in advance by You for products not yet provided.

You may only transfer Your rights or obligations under these terms to another person if We agree to this in writing.

This contract is between Us and You. No other person shall have any rights to enforce any of its terms. Neither You nor We 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**

If We do not insist immediately that You do anything you are required to do under these terms, or if We delay in taking steps against You in respect of any breach of the contract by You, will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but continue to provide the products, we can still require You to make the payment at a later date.

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