

Please print TWO copies, fill in ALL the fields, check and SIGN both. Unless you opt out all invoices will be sent electronically to the Accounts Payable Email Address. Please tick here if you wish to opt out

Then return ONE copy of the paperwork in INK COPY format, also enclosing your company letterhead to: Hardware.com, 7667 Cahill Street, Suite 400, Edina MN 55439. Keep the other copy safely for your records. To speed this process, please also fax a copy to 952.697.2012, if you have any questions call 952.697.6060.

**Company Details >> Every part of this section is mandatory and must be filled out completely, or your application will be refused <<**

Full Registered Company Name:			
D/B/A Name (if different):			
Contact Name:		Accounts Payable Contact:	
<b>Registered Office Address</b>		<b>Invoice address (if different)</b>	
Address Line 1:		Address Line 1:	
Address Line 2:		Address Line 2:	
Address Line 3:		Address Line 3:	
Town:		Town:	
County:		County:	
Zip Code:		Zip Code:	
Country:		Country:	
Company Main Number:			
Contact Direct Number:	Accounts Payable Telephone Number:		
Company Fax Number:			
Contact Email Address:	Accounts Payable Email Address:		
Company Website URL:			
DUNS Number:			
Company Tax ID Number:			
Company legal status:	Corporation or LLC	Partnership	Sole Proprietor
If NOT a corporation – what is the full name/s & addresses of the owner/s of the business? (Please provide details on company letterhead and supply this with the application)			
How long has the company been established?	Number of Employees?		
Company Turnover (excl. inter-company spend):			
Credit limit required?	Initial order value?	Delivery date?	

**Bank Details**

Bank's Name:	Account No:
Address:	

**Your Designated Online Purchaser**

First Name:	Last Name:
Email:	Telephone Number:

**Authorization >> Every part of this section is mandatory and must be filled out completely, or your application will be refused <<**

I am authorized to nominate the above and accept Hardware.com's Terms and Conditions of Sale and OpenOnline. The terms and conditions are published on the website at <http://www.hardware.com/terms>

This is to be completed by a director, company secretary, partner or proprietor.

Name:	
Position:	
Signature:	
Date:	

**For Office Use Only**

Date received:	Sales person name & code:	Account number:
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THESE TERMS AND CONDITIONS APPLY TO SALES AND OPEN ONLINE. PLEASE READ THESE TERMS CAREFULLY, IN PARTICULAR CLAUSE 12 BELOW.

PLEASE NOTE THAT SPECIAL TERMS APPLY TO CONSUMERS, WHICH PREVAIL OVER THE OTHER PROVISIONS OF THESE TERMS AND CONDITIONS. CUSTOMERS WHO ARE CONSUMERS ARE REFERRED TO CLAUSE 16 BELOW.

### 1. Hardware.com website

1.1 This website is operated by Hardware.com, LLC, whose registered office is 7667 Cahill Street, Suite 400, Edina MN 55439 ("Hardware.com" or "we" or "us").

1.2 Hardware.com, LLC IS A RESELLER OF COMPUTER-RELATED PRODUCTS AND PERIPHERALS.

1.3 This website is intended for use by Hardware.com's customers and prospective customers. Persons who place an order for Hardware.com's products on this website are bound by hardware.com's Terms and Conditions, Please review these Terms and Conditions, before placing any order through this website.

1.4 We provide access to and use of the Hardware.com website subject to the following terms and conditions which may be updated by us without notice to you. BY USING OR ACCESSING THE WEBSITE YOU WILL BE DEEMED TO HAVE ACCEPTED THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS PLEASE CEASE USING THE WEBSITE.

### 2. Definitions

2.1 "Business Customer" means a customer who is not a Consumer;

2.2 "Consumer" means an individual who is not acting for the purposes of his or her business or profession;

2.3 "Hardware.com" means Hardware.com, LLC. Also referred to as "we" or "us" in these Terms and Conditions;

2.4 "Catalog" means the catalog of products and services offered by Hardware.com;

2.5 "Force Majeure" means any cause affecting the performance by Hardware.com of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party;

2.6 "Normal Working Hours" means 8:30 am to 6 pm on a Working Day;

2.7 "Working days" means Monday to Friday, excluding Bank or other Public holidays;

2.8 "Open Online" or "web site" means the Hardware.com internet website, accessed through the address [www.hardware.com](http://www.hardware.com);

2.9 "Customer" means a customer or potential customer of Hardware.com;

2.10 "User" means the person who accesses Open Online on behalf of the Customer;

2.11 "Administrator" means the person who is charged to administrate and authorize Users on behalf of the Customer;

2.12 "Products" means the products listed for sale on Open Online, which can be purchased by the Customer;

2.13 "Terms and Conditions" means the terms and conditions for access to the Hardware.com Open Online system by the Customer and its Users and the Hardware.com Terms and Conditions of sale, which deal with the commercial and trading aspects between the Customer and Hardware.com.

### 3. Orders

3.1 All contracts of sale made by Hardware.com shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the Customer. Cancellation of orders by Business Customers is not accepted as many orders are dispatched on the same day the order is placed. Cancellation of orders by Consumers will be accepted in accordance with the Company policy and any applicable law. Nothing in these terms and conditions is intended to impinge upon a Consumer's statutory or contractual rights to reject faulty goods.

3.2 All orders are subject to acceptance and to availability of the goods ordered: Hardware.com is entitled to refuse any order placed by you.

3.3 You undertake that:

3.3.1 all details you provide to us for the purpose of purchasing goods or services offered on our web site are correct, and

3.3.2 the credit or debit card you use to make a purchase from us is your own card or your company's card, that you are authorized to use it, and that there are sufficient funds or credit facilities to cover the cost of any goods or services you order from us. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.

3.4 Please note, Hardware.com may record and / or monitor inbound and outbound calls and electronic traffic for training purposes.

### 4. Prices

4.1 All prices are exclusive of any applicable taxes, for which (if applicable) the Customer shall be additionally liable.

4.2 Hardware.com reserves the right, by giving notice in Writing to the Customer at any time before delivery, to increase the price of the Goods to reflect any changes in specifications for the Goods which are requested by the Customer or are necessary as a result of any delay caused by (a) the Customer's instructions or (b) the Customer's failure to provide adequate information or instructions to the Seller.

### 5. Ordering

5.1 Ordering from within the United States

5.1.1 We provide you with four possible ways of placing your order:

on the Internet through our internet site: [www.hardware.com](http://www.hardware.com)

by telephone: 952.697.6060

by e-mailing your Purchase Order to: [salesus@hardware.com](mailto:salesus@hardware.com)

by faxing your Purchase Order to 952.697.2012

## 5.2 Ordering from outside the United States

5.2.1 We provide you with three possible ways of placing your order:

by telephone: 952.697.6060

by e-mailing your Purchase Order to: salesus@hardware.com

by faxing your Purchase Order to 952.697.2012

5.3 We will then confirm receipt of your order by e-mail.

5.4 We will confirm that your order has been accepted by e-mail.

5.5 We will confirm that your order has been dispatched with its tracking number by email.

5.6 Please note that we use the e-mail address that you have given us either on the web, on the phone, or by fax.

## 6. Delivery, Title and Risk

6.1 For all delivery questions please contact hardware.com customer service by e-mail: salesus@hardware.com or phone: 952.697.6060.

To check the status of your order please login in to your account at www.hardware.com. All web orders over \$500 with the standard delivery option will be delivered free of charge.

6.2 Hardware.com shall use reasonable endeavors to dispatch goods by the date agreed with the customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay. A customer who is a Consumer shall be entitled to cancel an order when advised of a delay if the revised delivery date is not acceptable.

6.3 In the case of a Business Customer, if Hardware.com is unable to deliver the goods within 30 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to Hardware.com in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to Hardware.com after the above date but before delivery of the goods or notification from Hardware.com that the goods are ready for delivery. This Clause does not apply to Consumers.

6.4 In the case of Business Customers, Hardware.com does not accept liability for shortages or damage to deliveries unless the Customer notifies Hardware.com of the shortage or damage in writing within 48 hours of receipt of the delivery. Consumers should notify shortages or damage within a reasonable period of becoming aware.

6.5 Business Customers are required to be able to accept the goods when they are ready for delivery within Normal Working Hours.

6.6 The Goods are at the risk of the Seller from the time of their delivery by the Seller to the Designated Carrier. If for any reason the Customer will not accept delivery of any of the Goods when they are ready for dispatch to the Designated Carrier, or the Seller is unable to dispatch the Goods to the Designated Carrier on time because the customer has not provided appropriate instructions, documents or authorizations, risk in the Goods will pass to the Customer (including for loss or damage caused by the Seller's negligence) from the moment of a signed POD, the Goods will be deemed to have been delivered, the Seller may store the Goods until delivery whereupon the Customer will be liable for all related costs and expenses and Condition 4.2 shall apply.

6.7 Title in the goods does not pass to the Customer until payment is received in full by Hardware.com.

6.8 If the Customer cannot accept delivery, Hardware.com may at its option: (i) store and insure the goods at the Customer's expense and risk or (ii) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or (iii) re-arrange delivery provided that Hardware.com may charge the Customer for the additional delivery costs incurred.

6.9 The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and Hardware.com shall use reasonable endeavors to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

6.10 Upon delivery of the goods, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery. Hardware.com shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

6.11 Delivery terms:

6.11.1 Standard delivery:

With standard delivery you receive your complete order within 1 to 2 days, from the point when all the items in your order are in stock.

6.11.2 Part Shipping

If you order more than one item - it is possible that they could be on different lead-times and therefore you could request various deliveries and will be charged for all extra deliveries above the standard.

6.11.3 Shipping to various locations

Some customers purchase centrally and wish to have various items delivered to various offices, this can be done after the relevant security checks are clear and the added costs covered.

6.11.4 We deliver to most countries in the world. Shipment is done via \_\_\_\_\_. Once the dispatch of your order is realized the delivery time is up to \_\_\_ days maximum.

6.11.5 Please note that orders placed on a Friday will be delivered to you by the following \_\_\_\_\_, providing that your product is in stock at our warehouse.

6.11.6 Please note that Hardware.com will not be liable in the eventuality of late deliveries should it concern a direct responsibility with the shipping company. First contact our customer services or in this particular situation, all customers can contact the shipping company (\_\_\_\_) at the following number: \_\_\_\_\_.

## 7. Availability

7.1 Our web site is regularly updated throughout the day, to ensure that we provide accurate details on product availability and trust the listed lead times are regularly updated. We endeavor to ensure availability on all our advertised items is constant, however we cannot warranty availability. In the unlikely event that your chosen item is unavailable we will contact you ASAP to advise of expected delivery dates. If a product that has been ordered is still not available after the indicated waiting period has elapsed, we will contact you by e-mail or by phone in order to propose an extension to the waiting period or to suggest a different product. If a product is shown as being out of stock in our internet site there is still a chance that one of our suppliers may have stock. If you wish to check this you can e-mail salesus@hardware.com or phone us at 952.697.6060.

## 8. Payment

8.1 There are four different ways to arrange payment, whether you are ordering online, by phone, fax or email: On Account, Credit and Debit Cards or Bank transfer.

8.1.1 On Account - Please fill in the Credit Application and Authorization Form, once we have received this we apply for an insured credit limit from \_\_\_\_\_, this process can take up to a week, once complete we can: than offer 30 days credit up to the insured limit offered to us.

8.1.2 Credit and Debit cards: Visa, Mastercard, and/or American Express by means of a secure payment system (your card is charged at the day of your order for security reasons). This can either be done online or by filling in the credit card form.

8.1.3 Bank transfer payment: Hardware.com offers the opportunity to pay by bank transfer. Your payment will be processed when your bank transfer is received. Once your payment is received we will dispatch your goods. The processing of off-line payments may take several days.

8.1.4 By telephone: Through our customer service at 952.697.6060. If you place an especially high-value order we reserve the right to contact you for further confirmation of your order details, prior to authorization.

8.2 Please note that for security reasons Hardware.com reserves the right to ask its clients for a bank transfer payment for a first transaction. Moreover, for security reasons Hardware.com reserve the right to call its first time clients upon receipt of their orders.

8.3 Please note that if our insurance company and our fraud department suspect a fraud we reserve the right to cancel a transaction for security purposes.

8.4 Hardware.com standard terms of payment for credit account customers are 30 days from the date of the invoice, and these will apply except in the case of transactions where different terms are agreed in writing. If payment is not made on the due date, Hardware.com will be entitled to charge interest daily on the outstanding balance at the rate of \_\_%.

## 9. Product specifications

9.1 Hardware.com makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.

9.2 If Hardware.com cannot supply the goods ordered by the Customer, Hardware.com reserves the right to offer goods of equal or superior quality at no extra cost. In such a case, if the Customer does not wish to accept the alternative goods offered, he or she may cancel the order and require the refund of any money paid to Hardware.com in respect of that order, including shipping charges. This shall be the sole remedy of the Customer in these circumstances.

## 10. Trade names and Trade Marks

10.1 Trade names and marks (other than Hardware.com's) are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.

10.2 In the case of component purchases, Customers requiring a particular brand of product should, before placing an order, check with Hardware.com as to the identity of the manufacturer of component it is proposed to purchase.

## 11. Warranties and Returns

11.1 Please note that special terms apply to Consumers who wish to return goods, which prevail over the provisions of this Clause.

11.2 Customers who are Consumers are referred to Clause 16.

11.3 Hardware.com is committed to providing our customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective. In such cases we offer the returns facilities described below.

11.4 Unless otherwise stated in the manufacturer's documentation, all goods delivered within the USA carry a 12-month manufacturer's warranty.

11.5 If you purchase goods in the course of your business, the following provisions of this Clause shall apply. Other than the express provisions set out in these terms and conditions, all other terms and the implied terms or warranties relating to the supply of goods are excluded to the fullest extent permitted by law. Goods are not tested or sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing.

11.6 If you purchase services in the course of your business, the following provisions of this Clause shall apply. Hardware.com shall use its skill and expertise to carry out any contracted works (the "Service(s)") to a standard equivalent to that of a competent computer professional, and shall warrant our work as free from defects, for a period of 30 days after completion. In particular, we cannot be held responsible for any fault or damage not caused by Hardware.com's services' engineers or its contracted agents. In the event of a claim arising relating to the level of skill and judgment applied in the course of providing Services, Hardware.com reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Service(s).

Additionally, Hardware.com cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than Hardware.com. Except as set out here, all other express or implied terms or warranties relating

to the Services are excluded to the fullest extent permitted by law.

11.7 Hardware.com does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering.

11.8 In the event that Hardware.com, at its discretion, agrees to accept the return for credit of unwanted products, the goods must be returned with Hardware.com's prior written agreement within 7 days of delivery. The goods must be unopened and in perfect re-saleable condition. All goods returned in these will be subject to a handling fee of 25% of Hardware.com's sale price for the goods, or \$50, whichever is the greater.

11.9 Subject to testing to verify any alleged fault, we will accept the return of defective goods for full refund or replacement at our option, if, but only if, the goods are returned within 7 days of delivery. Consumers who wish to return defective products are not obliged to follow the processes set out below, but are recommended to do so as this helps us to provide a more efficient return service.

11.10 Hardware.com's technical support staff or Customer Support staff, as appropriate, will advise you of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection, or request that you return the product directly to us. If the goods are found on inspection to have been defective, the cost of returning the item will be refunded to you. Authorized product returns must be sent to: Customer Returns, Hardware.com, 7667 Cahill Street, Suite 400, Edina MN 55439.

11.11 Hardware.com offers a "no charge" collection, repair and delivery service for hardware which is shown to be faulty provided that the fault is reported within 7 days of delivery. If we have arranged for a courier collection of your product, we are unable to specify the collection time, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.

11.12 All returned goods (except those returned under Clause 16) must be accompanied by Hardware.com's Returns Material Authorization number ('RMA Number') which can be obtained by contacting Customer Support at 952.697.6060. Returned goods will not be accepted without an RMA Number. Do not write directly on the manufacturer's packaging. Please write the RMA number on the address label provided with the Returns Material Authorization and attach it to the returned package.

Any defacement of the manufacturer's packaging or damage caused by inadequate packaging may result in the rejection of the return or an additional restocking fee, at Hardware.com's sole discretion.

11.13 Hardware.com cannot accept liability for packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.

11.14 Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by a recorded means (certified or registered mail or by courier) and to insure the goods for their full value.

11.15 On receipt of the returned product, we will test it to identify the fault you have notified to us.

11.15.1 If following the testing process, the product is found to be in good working order without defect, we will return the product to you, and the shipping cost of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with a replacement product before completion of the testing process, you will have to pay for this product also. This Clause does not apply to Consumers returning goods pursuant to Clause 16.

11.15.2 Unless otherwise stated in the manufacturer's documentation, all goods delivered within the USA carry a 12-month manufacturer's warranty. Customers who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure. In order to resolve your problem as quickly as possible, we may refer you to the product manufacturer who will deal directly with the return. In these instances, we will provide you with the contact information for the relevant manufacturer. If you are a consumer, this does not affect your statutory rights.

11.15.3 This warranty shall not apply if the goods have been worked upon, altered or damaged in any way by the Customer or its employees or agents, or to goods not used in accordance with the manufacturer's instructions.

11.15.4 No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. If you are a consumer this does not affect your statutory rights. Please note Software Licenses are non returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.

11.16 Some manufacturers require goods to be returned within 7 days or less in order to secure refund. In such instances the manufacturer's time limit will apply and therefore Hardware.com will only accept a return within 7 days of purchase or the manufacturer's time limit, if that limit is less than 7 days. We can only accept the return of a defective product that does not meet the description, if they are returned to us within 7 days. Beyond that period you will be deemed to have accepted the goods and you must therefore check the goods promptly on receipt. Please note that this period is reduced to 2 days for clearance bargains and 'NCCR', products as set out in clause 15.

## **12. Hardware.com's liability**

12.1 Hardware.com shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships loss of data and other financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods, which we may be liable to refund to you, in whole or in part, if the goods are faulty or do not comply with their description). Hardware.com's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

12.2 Nothing in this agreement shall limit Hardware.com's liability for death or personal injury caused by its negligence.

## **13. Health and Safety**

13.1 Hardware.com confirms that the goods it supplies as a distributor do not present a hazard to health and safety when (i) properly used for the purpose for which they are designed; and (ii) if the Customer takes reasonable and normal precautions in their use.

## **14. Force Majeure**

14.1 Where, in spite of its reasonable efforts, Hardware.com is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Customer.

#### **15. Special Rules for Clearance Bargains & Non-Current Catalogue Requests ('NCCR') Products**

- 15.1 Please note that special terms apply to Consumers who wish to return goods, which prevail over the provisions of this Clause 15.
- 15.2 Goods sold as 'Clearance Sales' are downgraded goods that Hardware.com is able to offer at a discount on the normal price. Stocks of goods offered as Clearance Bargains are limited and such goods are sold subject, to the following special rules. These special rules apply in addition to, and in the event of any conflict override, all of Hardware.com's other terms and conditions, except those terms and conditions specifically covering Consumers.
- 15.3 Clearance Sales are graded according to the condition of the goods, which is described at the point of sale. The length of the guarantee (if any), with the benefit of which the goods are sold, is specified in the description of the relevant grade.
- 15.4 Clearance Sales, by their very nature, have limited availability. Upon receipt of an order for Clearance Sales, Hardware.com will check stock availability. Until stock availability is confirmed to the customer, a contract for sale will not be created and no payment will be debited from the customer.
- 15.5 All goods sold by Hardware.com as 'Non-current catalog requests' ('NCCR') or 'Specials' are sold subject to the following special rules that apply in addition to Hardware.com's other terms and conditions.
- 15.6 Products are non-returnable unless we have made an error or the goods are faulty;
- 15.7 Quoted prices are valid for 14 days only, and
- 15.8 Quoted prices are not subject to value, cash or volume discounts.

#### **16. Consumer Law**

- 16.1 If you are a consumer as defined by law, nothing herein shall be construed to affect your rights under applicable consumer regulations.

#### **17. Errors and Omissions**

- 17.1 Hardware.com makes every effort to ensure that all prices and descriptions quoted in its catalog and on its website are correct and accurate. However, in the case of an error or omission, Hardware.com will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. Hardware.com's liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of an error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by Hardware.com after the error has been discovered.
- 17.2 An 'error', as the term is used in sub-paragraph 17.1 above, means, in relation to an incorrect price, a price quoted in error by Hardware.com which is more than 10% less than the price that would have been quoted had the mistake not been made.

#### **18. Sale and Purchase**

- 18.1 Hardware.com shall sell and the Customer shall purchase such quantities of the Products as may be ordered by the Customer using Open Online, upon these Terms and Conditions.

#### **19. Obligations of the Customer**

- 19.1 The Customer will appoint the Open Online "Administrator" named on the Open Online authorization form.
- 19.2 The Administrator shall be the person responsible for the use of the Open Online on behalf of the Customer.
- 19.3 The Customer may change the person appointed to be the Administrator, either by using the on-line facility or by informing Hardware.com in writing of the new identity of the Administrator.
- 19.4 The Customer shall ensure that they meet all technical requirements of Open Online access and that Hardware.com shall not be liable for any losses which result due to technical incompatibilities or system errors.
- 19.5 The Customer shall take all reasonable steps to ensure that its authorized Administrator and Users shall not pass any user login details to third parties under any circumstances.

#### **20. Obligations of the Administrator**

- 20.1 The Administrator is obliged to carry out the following duties:
- 20.1.1 Authorization, approval and access level setting of new and existing Users.
- 20.1.2 Removal, deletion and amendments of Users who have left the company or are deemed not to be fit to use Open Online on behalf of the Customer for any reason.
- 20.1.3 Ensuring that all Customer company details held on Open Online, including but not limited to postal and delivery addresses, are correct.
- 20.2 The Customer acknowledges that it is solely responsible for the actions of the Administrator and the modifications made of any data.

#### **21. Obligations of the User**

- 21.1 The User must at all times be acting on behalf of the Customer in any actions performed using Open Online.
- 21.2 The User shall not pass any security details (such as, but not limited to usernames and passwords) to third parties under any circumstances.
- 21.3 On ceasing to represent or be employed by the Customer, the User shall not use any supplied login information relating to the Customer for accessing Open Online.

## 22. Security and Login

22.1 Open Online login credentials comprise of three elements:

22.1.1 The Hardware.com Account Number.

22.1.2 The User's (unique within the Customer) Username (any alphanumeric combination, usually the User's email address).

22.1.3 The User's secret Password (Any alphanumeric combination).

22.2 The use of the login information indicates proof that the Customer consents to orders and information placed by it or in its name.

22.3 The Customer, the Administrator and the User will use all reasonable endeavors to ensure that the login information, especially the Password, remains confidential.

## 23. License

23.1 Hardware.com grants you a non-exclusive license to use this website subject to these terms and conditions.

23.2 Hardware.com may terminate this license at any time without notice to you.

23.3 Your access and/or use of the website constitute your acceptance of these terms and conditions which apply to all pages on the website and for all entry points into the website.

## 24. Materials on the Website

24.1 All rights including those in copyright in the content of the website are owned by, licensed to or controlled for these purposes by Hardware.com ("the Content"). The Content includes, but is not limited to, the website's design, layout, look, appearance and graphics. It is protected by intellectual property laws including, but not limited to, copyright and trade mark laws. Accordingly, the Content may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your own private non-commercial use. Any other use requires written permission from Hardware.com

24.2 The re-distribution, re-publication, or otherwise making available of the material on this website to third parties without the prior written consent of Hardware.com is prohibited.

24.3 Without limiting the foregoing, no part of the website may be distributed or copied for any commercial purpose, reproduced, transmitted or stored in any other website or other form of electronic retrieval system without prior written permission from Hardware.com

24.4 Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.

## 25. Website Information

25.1 The information in this website is given in good faith and is subject to change without notice. Except to the extent expressly provided in Hardware.com's sales terms and conditions, if applicable, Hardware.com is not responsible for any inaccuracies and (except as set out in clause 6.4) makes no representation and gives no warranty as to its accuracy.

25.2 The information in this website should not be relied on and does not constitute any form of advice or recommendation. By using this website you confirm that you have not relied on any such information. Any arrangements made between you and any third party named or referred to on the website are entirely at your sole risk and responsibility.

25.3 The sales information on this website is an invitation to treat only and is not intended to be nor should be construed as an offer to enter into a contractual relationship.

## 26. Linking

26.1 The website contains links to other websites. Any Content downloaded or otherwise obtained from the website is obtained at your own risk. Hardware.com accepts no responsibility or liability for the content of other websites which are not under the strict control of Hardware.com. Any link is not intended to be, nor should it be construed as an endorsement of any kind by Hardware.com of that other website.

26.2 You may not create a link to this website from another website or document without Hardware.com's prior written consent.

## 27. Liability

27.1 Except to the extent expressly provided in Hardware.com's Terms and Conditions of Sale, if applicable, Hardware.com makes no warranty, express or implied, or representation whatsoever regarding the website or the Content or any advertising, services or products provided through or in connection with the website.

27.2 Hardware.com does not guarantee that use of this website will be compatible with all hardware and software which may be used by visitors to the site.

27.3 Except as set out in clause 27.4, Hardware.com will be under no liability to you whatsoever whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the use of this website or the use, accessing, downloading or relying on any information or other materials contained in this website, including, without limitation, :as a result of any computer virus or any malicious computer code.

27.4 These terms and conditions do not exclude Hardware.com's liability (if any) to you for personal injury or death resulting from Hardware.com's negligence, for fraud or for any matter which it would be illegal for Hardware.com to exclude or to attempt to exclude its liability.

## 28. Privacy

28.1 Hardware.com's privacy policy can be seen by going to [www.hardware.com/privacy](http://www.hardware.com/privacy). This privacy policy forms part of these terms and conditions.

### 29. Changes to content of the Website

29.1 Subject to clause 29.2, Hardware.com may change the contents of the website from time to time in its sole discretion without notice to you.

29.2 Hardware.com may vary these terms and conditions from time to time by posting the varied terms and conditions on this website. If Hardware.com makes any substantial changes to these terms and conditions, Hardware.com will, for a reasonable time thereafter, take reasonable steps to bring to the attention of visitors to this website the fact that these terms and conditions have been revised. You are advised to check these terms and conditions from time to time.

### 30. Viruses

30.1 Hardware.com does not warrant that the website or access to it will be error-free or that the website or the servers that make it available will be free of viruses or bugs or other malicious codes.

### 31. User Conduct - Security

31.1 You agree not to:

31.1.1 disrupt or interfere with the security of, or otherwise abuse, the website, or any services, system resources, accounts, servers or networks connected to or accessible through the website or affiliated or linked websites;

31.1.2 disrupt or interfere with any other user's enjoyment of the website or affiliated; or linked websites; and/or

31.1.3 transmit through the website any spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailing.

31.1.4 You agree that you will not upload or attempt to upload, post or otherwise transmit on the website any Content of any sort including without limitation any defamatory, obscene or unlawful content or content which would otherwise infringe any third party rights or be likely to cause offense.

31.2 You agree to indemnify and hold harmless Hardware.com for any breach by you of these obligations as set out under this Clause 31.

31.3 Hardware.com will issue existing account holders with a valid User Name and Password for use on the website to view their account information. You are responsible for your User Name and Password. An account holders User Name and Password are for the account holders use only and may not be shared with or disclosed to anyone else.

31.4 Once you become an account holder, you agree not to use the User Name or Password of any other account holder or permit any other account holder to use your User Name and/or Password at any time. You agree to notify Hardware.com immediately by telephoning the IT Manager or emailing [privacy@hardware.com](mailto:privacy@hardware.com) if you know or have any reason to suspect that the security of your User Name and/or Password has been breached.

### 32. Severance

32.1 If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any jurisdiction in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable it shall be severed and deleted from these Terms and Conditions and the resultant Terms and Conditions shall remain in full force and effect.

### 33. Repair Service

33.1 We shall not be liable for any loss of business by the customer or other losses, actions, costs, claims, expenses or other liabilities arising through direct or indirect claims made by any parties against us or its customers, as a result of any repair we perform or late delivery of services or products.

33.2 No Fix/No Fee. If we cannot repair the goods, we agree not to charge the customer (excluding shipping costs). A test report can be charged for if requested.

33.3 We agree to use all reasonable endeavors to service or repair the goods and/or to remedy any faults on it as reported by the customer.

33.4 There are situations where a customer will have a number of units of uncertain status, we will quote for a Test service which will not include any Repairs. With these reports the customer can then request a quote for the Repairs.

33.5 We will quote the cost of the repair with the information available to us at the time of the requested quote. Once we have received the goods and inspected the item if it is not possible to repair the unit for the agreed price and an "uplift" of the repair price may be required to continue, in these circumstances the customer will be informed of the reasons for this and the new repair price will be quoted. If the customer declines the uplift the unit shall be returned as "Beyond Economical Repair" at no cost to the customer (excluding shipping costs). If the customer requires a copy of the test results this is possible where available and will be charged at the Test Rate rather than the Repair Rate (see 33.4)

33.6 We reserve the right to declare goods as "Beyond Repair".

33.7 Any repair is subject to availability of the necessary parts.

33.8 If goods have to be held waiting parts or for any other reason the customer will be notified as soon as reasonably practicable and no liabilities shall fall upon us for the delays.

33.9 During the inspection stage if the cost of parts required to complete a repair exceeds the repair price this cost may be passed on to the customer in the form of price "uplift" on the repair. In this case, parts will not be ordered until confirmation is received from the customer agreeing to uplifted repair price. If the customer declines the uplift, the goods shall be returned as "Beyond Economical Repair" at no cost to the customer (excluding shipping costs). If the customer requires a copy of the test results this is possible where available and will be charged at the Test Rate rather than the Repair Rate

33.10 Parts and components used to repair or provide other services on goods, may be new or reconditioned. Reconditioned parts will meet the same factory specifications as new parts and will be their functional equivalent.

- 33.11 The customer should remove or make a backup of any data/configuration stored on the goods prior to shipping the product to us.
- 33.12 All data/configuration will be deleted from the goods during the normal repair process.
- 33.13 We are not responsible or liable for any data stored on the goods that is lost, deleted, or otherwise inaccessible.
- 33.14 We are not responsible in ensuring that the goods are upgraded to the "latest" software version due to copyright and licensing issues.
- 33.15 On occasion, it may be necessary to upgrade or downgrade goods due to hardware/software incompatibilities. If there is a licensing cost associated with this the customer will be advised.
- 33.16 It is the customer's responsibility to ensure that all goods are sent complete with any internal and/or external memory / flash / flash cards. If goods are found to be incomplete, the goods will be tested with "Reference" parts which will then be removed prior to shipment back to the customer.
- 33.17 Warranty will not cover goods found to be faulty due to previous missing memory / flash / flash cards.
- 33.18 Software issues are not covered under warranty and will be charged at full repair price.
- 33.19 We provide a 12 month warranty period on the actual repair this does not cover the whole unit.
- 33.20 Any warranty claim should be reported in writing within this period quoting the serial number using our standard RMA procedure. (see clause 11)
- 33.21 It is vital that the customer's insurance covers the shipping of goods from the customer's premises to our repair facility and back. Our intention is to notify customers within 48 hours of any damage to goods on arrival at our premises.
- 33.22 At the time of the Inspection when goods are found to be "No Fault Found" (NFF), courtesy communications are sent to the customer notifying them that no fault can be found and further information may be required.
- 33.23 If no contact is made by, or on behalf of the customer concerning the resolution of a NFF, the goods will be put into quarantine for a period of 10 days. Should a response still not be forthcoming after this time, we will return the goods to the customer as NFF and the goods will be charged the full repair price.
- 33.24 All goods are subjected to a minimum soak test period of 2 hours unless an intermittent fault is suspected, in which case the goods can then enter extended soak test of up to 5 days (dependent on product type etc).
- 33.25 In the event that goods are requested back urgently by the customer during extended soak testing, warranty terms may be affected. The customer will be informed if the goods "turn around time" will be affected due to extended soak testing.
- 33.26 Repaired goods will be returned to the customer within five working days after date of the inspection. If for any reason we are unable to do this due to unforeseen circumstances, we will inform the customer of any possible delays.
- 33.27 Where possible, the customer should always include details of the goods suspected fault, failure to do this may impact the quote and/or the Turn Around Time.
- 33.28 We agree (where possible) to include diagnostic/test reports generated from the goods once repaired. We reserve the right to protect our intellectual property by not being specific about which (if any) parts have been replaced, and/or specific actions taken to effect a repair.
- 33.29 Customer will bear the cost of transport of goods to and from customer's location. Transport costs will be invoiced to customer. Customers will pay these costs whether or not customer has declined to accept a quote for services on those goods, and whether or not services are conducted on the goods.
- 33.30 Goods must be securely packaged to ensure protection from physical damage and electrostatic discharge.
- 33.31 Customer should not include software, manuals, cables, brackets or mounting kits, as we cannot guarantee they will be returned.
- 33.32 All modules within chassis based products should be removed unless they are specifically included on the purchase order and require testing/repair.

#### **34. General**

- 34.1 Nothing in these terms and conditions affects your statutory rights as a Consumer.
- 34.2 If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.
- 34.3 Any waiver of a breach of this Agreement must be in writing.
- 34.4 Any variation of this Agreement must be in writing and signed by a duly authorized Hardware.com official.
- 34.5 The headings are for convenience only and shall not affect the interpretation of this Agreement.
- 34.6 Any notices given under this Agreement shall be in writing and sent (i) by first class pre-paid post to the last known address of the party; or (ii) by fax to their last known fax number; or (iii) by e-mail to the last notified e-mail address of the party.
- 34.7 These terms and conditions shall be governed by and construed in accordance with Minnesota law and the parties submit to the exclusive jurisdiction of the State of Minnesota courts in respect of any matter arising in connection with these Terms and Conditions and/or this web site. This web site is controlled and operated by Hardware.com from its offices in Minnesota.