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## BUSINESS TERMS AND CONDITIONS

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### BACKGROUND:

This agreement applies as between you, the User of this Web Site or Purchaser and Keyzone, the owner(s) of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

We intend to rely on the Conditions and they shall apply to all Contracts to the exclusion of all other terms and conditions (including any terms and conditions which you purport to apply under any purchase order, confirmation of order, or other document). Neither party can amend the Conditions without the express agreement of the other in Writing.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. *The Purchaser's order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to the Purchaser indicating that the order has been fulfilled and has been dispatched or (if earlier) upon delivery of the goods .*

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;
<b>“Carrier”</b>	means any third party responsible for transporting purchased Goods from our or our supplier's premises to customers;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
<b>“Goods”</b>	means any products that Keyzone advertises and / or makes available for sale through this Web Site;
<b>“Keyzone”</b>	means Keyzone Computer Products Ltd, Registered Address 51-53 Station Road, Harrow, Middx HA1 2TY;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that Keyzone makes available through the Web Site either now or in the future;
<b>“Payment Information”</b>	means any details required for the purchase of Goods from this Web Site. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
<b>“Purchaser”</b>	means any person or business that buys Goods from Keyzone from this Web Site;

<b>“Purchase Information”</b>	means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;
<b>“Premises”</b>	Means our place(s) of business located at Keyzone House, 89 Park Street, Slough SL1 1PX;
<b>“System”</b>	means any online communications infrastructure that Keyzone makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Web Site and is not employed by Keyzone and acting in the course of their employment; and
<b>“Web Site”</b>	means the website that you are currently using (www.keyzone.com) and any sub-domains of this site (e.g. subdomain.keyzone.com) unless expressly excluded by their own terms and conditions.

## 2. **Business Customers**

These Terms and Conditions apply to business customers only. If you are a non-business customer please refer to our Consumer Terms & Conditions located [here](#)

## 3. **International Customers**

If Goods are being ordered from outside Keyzone’s country of residence, import duties and taxes may be incurred once the Goods reach their destination. Keyzone is not responsible for these charges and we undertake to make no calculations or estimates in this regard. If a Purchaser is buying internationally, they are advised to contact their local customs authorities for further details on costs and procedures. The Purchaser of the Goods will also be the importer of record and as such should ensure that the purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and Keyzone gives no guarantee that the packaging of the Goods will be free of signs of tampering.

## 4. **Intellectual Property**

4.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Keyzone, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Keyzone.

## 5. **Third Party Intellectual Property**

5.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as

may be applicable.

5.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

## 6. **Fair Use of Intellectual Property**

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

## 7. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Keyzone or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

## 8. **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site [www.keyzone.com](http://www.keyzone.com) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Keyzone. To find out more please contact us by email at [sales@keyzone.com](mailto:sales@keyzone.com).

## 9. **Use of Communications Facilities**

9.1 When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:

9.1.1 obscene or vulgar language must not be used;

9.1.2 Content that is unlawful or otherwise objectionable must not be submitted. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

9.1.3 Content that is intended to promote or incite violence must not be submitted;

9.1.4 it is advised that submissions are made using English as we may be unable to respond to enquiries submitted in any other languages;

9.1.5 the means by which Users identify themselves must not violate these terms of use or any applicable laws;

9.1.6 Users must not impersonate other people, particularly employees and representatives of Keyzone or our affiliates; and

9.1.7 our System must not be used for unauthorised mass-communication such as "spam" or "junk mail".

9.2 You acknowledge that Keyzone reserves the right to monitor any and all communications made to us or using our System.

## 10. **Accounts**

10.1 In order to purchase Goods on this Web Site and to use the Chat/Forums or similar facilities Users may create an Account which will contain certain personal details and Payment Information which may vary based upon a User's use of the Web Site as we may not require payment information until a purchase is to be made. By continuing to use this Web Site you represent and

warrant that:

10.1.1 all information you submit is accurate and truthful;

10.1.2 if you are buying on behalf of your employers, you have the authority to submit Payment Information where any such authority is required; and

10.1.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

10.2 It is recommended that you do not share your Account details, particularly your username and password. Keyzone accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

10.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact Keyzone immediately to suspend your Account and cancel any unauthorised purchases that may be pending. Please be aware that purchases can only be cancelled until they are dispatched. In the event that an unauthorised purchase is dispatched prior to your notifying us of the unauthorised nature of the purchase, Keyzone accepts no liability or responsibility and you should make contact with the Carrier detailed in the Purchase Information.

10.4 When choosing a username Users are required to adhere to the terms set out above in Clause 9. Any failure to do so could result in the suspension and/or deletion of your Account.

## 11. **Termination and Cancellation**

11.1 Either Keyzone or a User may terminate an Account. If Keyzone terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.

11.2 If Keyzone terminates an Account, any current or pending purchases on your Account may be cancelled and may not be dispatched.

11.3 Keyzone reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and dispatch.

11.4 Requests to cancel or re-schedule orders must be made in writing to Keyzone. Keyzone is under no obligation to accept such cancellations or re-schedules. Without prejudice, Keyzone reserves the right to make a charge on the Buyer to recover costs upto 100% including loss of profit. In addition in the event Keyzone is unable to cancel delivery from their supplier to charge upto 100% of those goods or services to the buyer including manufacturing, labour and or material costs. In the event of a partial cancellation of any order Keyzone reserve the right to change / increase pricing on the remaining or other items.

## 12. **Payment**

12.1 Where a credit account has been granted, any and all invoices are due for payment on the date shown on the invoice, unless alternative arrangements have been agreed between the Purchaser and Keyzone.

12.2 Interest will be charged on a daily basis, commercial interest at 4% above the base rate of the Bank of England obtaining at the time.

**13. Goods, Pricing and Availability**

- 13.1 Whilst every effort has been made to ensure that all graphical representations and descriptions of Goods available from Keyzone correspond to the actual Goods, Keyzone is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Goods, not different Goods altogether. Please refer to Clause 16.1 for incorrect Goods.
- 13.2 Keyzone does not represent or warrant that such Goods will be available. Stock indications are not provided on the Web Site
- 13.3 Keyzone reserves the right to periodically update prices on the the Website, which cannot be guaranteed for any period of time.
- 13.4 Keyzone reserves the right to withdraw any goods from the Website at any time and shall not be liable to anyone for withdrawing any these Goods or for refusing to process an order.
- 13.5 In the event that prices are changed during the period between an order being placed for Goods and Keyzone processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price.

**14. Property, Risk and Account of Profits**

- 14.1 Title in Goods will not pass to the Purchaser until the full purchase price for those Goods has been received by Keyzone. Title remains with Keyzone until payment is complete.
- 14.2 If the Purchaser sells the Goods on to its own customers in any form, either as purchased from Keyzone or forming a component part of a larger Good, and any amount of the purchase price payable to Keyzone remains outstanding, the Purchaser must account to Keyzone for the proceeds of such a sale. The Purchaser is then required to hold such proceeds on trust for Keyzone until payment has been received in full by Keyzone.
- 14.3 Keyzone reserves the right to trace all proceeds under the principles of Re Hallett's Estate (1880) 13 Ch D 696. Once the payment date has passed, if any sums remain outstanding, Keyzone has the right to enter the Purchaser's premises and remove any Goods which, by virtue of Clause 14.1, remain the property of Keyzone.
- 14.4 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery of the Goods.

**15. Delivery**

- 15.1 Keyzone will notify you by way of email when your goods are to be dispatched to you. The message will contain details of estimated delivery times in addition to any reasons for a delay in the delivery of the Goods purchased by you.
- 15.2 If Keyzone receives no communication from you, within 2 days of delivery, regarding any problems with the Goods, you are deemed to have received the Goods in full working order and with no problems.
- 15.3 All despatch dates are estimated and are not guaranteed and do not form a term of this contract. Whilst we will endeavour to comply with these dates, Keyzone shall have no liability whatsoever for delay in despatch or delivery, or for any loss occasioned thereby. Late delivery does not entitle the Purchaser

to cancel the order

- 15.4 We shall use reasonable endeavours to despatch Goods to you by the estimated delivery date, but time shall not be of the essence for delivery and we shall not accept liability for failure to deliver within the stated time or on a stated day where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times.
- 15.5 Subject to the other provisions in the Conditions, we shall not be liable for any 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 similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by our negligence).

## 16. **Returns Policy**

Keyzone aims to always provide high quality Goods that are fault free and undamaged. On occasion however, goods may need to be returned. Returns are governed by these Terms and Conditions.

- 16.1 If Goods are damaged in transit and the damage is apparent on delivery, the Purchaser should sign the delivery note to the effect that the goods have been damaged. In any event, such damage should be reported to Keyzone within 2 days and arrange return. Keyzone is responsible for paying shipment costs. Upon receipt of the returned Goods, we shall at our option replace such goods or refund the price of such goods.
- 16.2 If any Goods purchased have faults when they are delivered, the Purchaser should contact Keyzone within 2 days to arrange return. Keyzone is not responsible for paying shipment costs. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned Goods, we shall at our option repair or replace such goods or refund the price of such goods.
- 16.3 If any Goods develop faults within their warranty period, the Purchaser is entitled to a repair or replacement under the terms of that warranty.
- 16.4 Keyzone will only accept returns of non-defective Goods by prior arrangement and if they are current stock. Such returns will be subject to a handling fee of up to 25% of the pro rata Contract price of the Goods.
- 16.5 The Buyer shall not be permitted to return cabinets, wallboxes, custom furniture or any goods made or assembled to its specification. Software shall only be permitted to be returned if the seal has not been broken.
- 16.6 Keyzone reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:
- 16.6.1 Any use or enjoyment that you may have already had out of the Goods;
- 16.6.2 Any characteristics of the Goods which may cause them to deteriorate or expire rapidly;
- 16.6.3 The fact that the Goods consist of audio or video recordings or computer software and that the packaging has been opened;

16.6.4 Any discounts that may have formed part of the purchase price of the Goods to reflect any lack of quality made known to the Customer at the time of purchase.

Such discretion to be exercised only within the confines of the law.

16.7 If the Purchaser wishes to return Goods to Keyzone for any of the above reasons, please contact us using the details on [Contact Us](#) to make the appropriate arrangements. You must contact Keyzone and get an RMA number before returning the goods. Goods returned without a valid RMA number on the outside of the package will be rejected.

## 17. **Privacy**

Use of the Web Site is also governed by our [Privacy Policy](#) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

## 18. **Disclaimers**

18.1 Keyzone makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

18.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

18.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

## 19. **Changes to the Service and these Terms and Conditions**

Keyzone reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. Users and Purchasers will be bound by any changes to the Terms and Conditions from the first time the Web Site is used by them following the changes. If Keyzone is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by Purchasers in the future.

## 20. **Availability of the Web Site**

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Keyzone accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## 21. **Limitation of Liability**

21.1 To the maximum extent permitted by law, Keyzone accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that

they use the Web Site and its Content at their own risk.

21.2 Nothing in these Terms and Conditions excludes or restricts Keyzone's liability for death or personal injury resulting from any negligence or fraud on the part of Keyzone.

21.3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

22. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

23. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

24. **Notices**

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to [sales@keyzone.com](mailto:sales@keyzone.com). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

25. **Law and Jurisdiction**

These terms and conditions and the relationship between you and Keyzone shall be governed by and construed in accordance with the Law of England and Wales and Keyzone and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.