

## Terms of Sale (Key Provisions)

### 1. Customer status

By placing an order, you confirm whether you are acting as:

- a **Home User (Consumer)** an individual acting outside your trade, business, craft or profession, or
- a **Business Customer** including companies, partnerships, sole traders, public bodies, charities, or individuals acting for business purposes

If you provide a business name, VAT number, or use business payment methods, we will treat you as a **Business Customer** unless you explicitly notify us otherwise.

### 2. Basis of contract

All orders are subject to:

- these Terms of Sale
- our Returns, Refunds and Cancellation Policy
- any applicable product-specific or supplier terms

These documents together form the entire agreement between you and **LCOM Ltd, trading as Tek Direkt**.

We supply products on a **back-to-back basis** from distributors and suppliers. By placing an order, you accept that:

- product availability, pricing, and fulfilment may depend on supplier conditions
- certain products may be **non-cancellable and non-returnable**
- supplier terms may affect warranties, returns, and remedies

### 3. Order acceptance

Your order is an offer to purchase.

We may accept or reject orders at our discretion, including where:

- products are unavailable
- pricing errors occur
- supplier conditions change
- fraud or risk concerns arise

A contract is only formed when we confirm acceptance (e.g. order confirmation or dispatch).

#### **4. Pricing and errors**

We take reasonable care with pricing, but errors may occur.

If a **material or obvious pricing error** is identified:

- we may cancel the order, or
- offer the product at the correct price

If you do not accept the corrected price, the order will be cancelled and refunded.

Prices may change prior to acceptance. For backorders or special orders, prices may be subject to supplier increases where permitted by law.

#### **5. Payment**

Payment must be made using approved methods at checkout unless otherwise agreed.

We reserve the right to:

- require prepayment
- refuse or cancel orders for non-payment
- suspend supply where payment is overdue

#### **6. Delivery**

Delivery dates are estimates only and not guaranteed.

Risk in the goods passes to you upon delivery.

You must:

- inspect goods promptly
- report shortages, damage, or discrepancies within stated timeframes

Failure to do so may affect your claim.

#### **7. Returns and cancellations**

All returns and cancellations are governed by our **Returns, Refunds and Cancellation Policy**.

For clarity:

- **Home Users (Consumers)** have statutory cancellation rights (subject to exceptions)
- **Business Customers** do not have automatic cancellation rights

By placing an order as a business customer, you agree that returns may be subject to restocking and supplier handling charges.

Certain items are strictly **non-cancellable and non-returnable**, including:

- special order products
- configured or customised goods
- software, licences, and digital products once supplied
- cloud and subscription services once provisioned

## **8. Product use and responsibility**

You are responsible for:

- ensuring products are suitable for your intended use
- checking compatibility with your systems
- using products in accordance with manufacturer instructions

We do not provide advice on product suitability.

## **9. Warranties**

Products are supplied with the benefit of **manufacturer warranties only**.

Where applicable:

- you may be required to deal directly with the manufacturer
- we may facilitate returns subject to supplier processes

We do not provide additional warranties except where required by law.

## **10. Limitation of liability**

Nothing in these terms limits liability that cannot legally be excluded.

For **Business Customers**, to the fullest extent permitted by law:

- we exclude liability for indirect or consequential loss
- we exclude loss of profit, revenue, data, goodwill, or business
- our total liability is limited to the amount paid for the relevant product or service

## **11. Data and security**

You are responsible for:

- backing up your data
- removing personal or sensitive data before returning goods

We are not liable for data loss.

## **12. Governing law**

These terms are governed by the laws of **England and Wales**, and disputes shall be subject to the exclusive jurisdiction of the English courts.

## **13. Acceptance at checkout**

By placing an order, you confirm that:

- you have read and agree to these Terms of Sale
- you have read and agree to the Returns Policy
- you understand the distinction between Home User (Consumer) and Business Customer rights
- you accept any applicable supplier restrictions and charges

For Business Customers, this includes acceptance that:

- orders are generally non-cancellable
- returns are discretionary
- restocking and supplier charges may apply