

## Tradebox Terms and conditions of Supply

This page tells you the terms on which we supply to you any of the products and services ('**Products**') listed on our website at Tradebox.uk.com (the '**Tradebox website**').

Please read these terms and conditions carefully before ordering any Products, as by ordering any of our Products, you agree to be bound by these terms and conditions. You may wish to print a copy of these terms and conditions for future reference.

### 1. INFORMATION ABOUT US

Tradebox Limited are registered in England and Wales under company number 04741300 and our registered office is at Fabriam Centre, Cobalt Business Exchange, Cobalt Park Way, Silverlink, Newcastle upon Tyne, NE28 9NZ. Our VAT number is GB813431168.

### 2. AVAILABILITY

Purchases can be made either through the Tradebox website, via phone or by email between 8am and 4pm on normal working days. Our site is mainly intended for use by people resident in the U.K. We may not accept orders with a delivery address outside the U.K.

### 3. YOUR STATUS

By placing an order through Tradebox you make a binding contractual promise (or 'warranty') that:

- (a) you are legally capable of entering into binding contracts;
- (b) you are at least 18 years old; and
- (c) if you are an individual placing an order on behalf of a business or entity which you work for, you are authorised to place it on their behalf.

### 4. HOW THE CONTRACT BETWEEN YOU AND US IS FORMED

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by dispatching your product keys to enable your software, together with an invoice (**Dispatch Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Dispatch Confirmation. If we do not accept your order for any reason we will contact you to discuss your order.

4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

### 5. OUR STATUS

5.1 Please note that in some cases, we accept orders for Products as resellers of third party products and services. The contract to use those third party Products will be between you and that third party seller and is subject to

their terms and conditions. They will advise you of these directly, usually when you install or first use their product or service. You should carefully review those terms and conditions.

5.2 We may also provide links on the Tradebox website to the websites of other companies, whether affiliated with us or not. We cannot promise that third party Products which you purchase through the Tradebox website, or from companies to whose website we have provided a link on the Tradebox website, will be of satisfactory quality, and we do not give any promise about those companies or their products and services. This disclaimer does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

## **6. CONSUMERS**

6.1 We do not wish to accept orders from consumers via the Tradebox website. You should only place an order with us in the course of operating a business, or similar organisation, for example a charity.

6.2 You may cancel your order before we dispatch it to you. Once we have dispatched your order, you may cancel the contract relating to the use of the Product by following the steps which are described in the contractual terms accompanying that Product(s). Please note that there is usually a time limit within which you must cancel such contractual terms, which will be described in them. You may also need to follow the required steps in order to return a Product(s).

6.3 If you have any statutory rights, this provision does not affect them.

## **7. AVAILABILITY AND DELIVERY**

All Tradebox software is delivered electronically and enabled using a product key. This key will be issued within 1 working day of clearance of your payment. Where purchases are delivered in a hard copy format, such as third party software, we aim to fulfil your order within 5 working days or if not, within a reasonable period. If we cannot fulfil it within a reasonable period, we will inform you at the time you place the order by a note on the relevant web page, or by contacting you directly after you place your order.

## **8. HANDOVER OF RESPONSIBILITY FOR AND OWNERSHIP OF THE PRODUCTS**

8.1 You will be responsible for looking after the Products from the time of delivery to your delivery address, or other location you gave for delivery.

8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges. As specified with the relevant terms accompanying the Product, if the Products consist of intellectual property (like software), we only transfer ownership of the disk or other media which the software (or other intellectual property) is recorded on.

## **9. PRICE AND PAYMENT**

9.1 The price of any Products will be as quoted on the Tradebox website from time to time, except in cases of error.

9.2 Prices given on the Tradebox website exclude VAT and delivery costs.

9.3 We may change our prices at any time, but changes will not affect orders for which we have already sent you a Dispatch Confirmation.

9.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on the Tradebox website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on the Tradebox website, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

9.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

9.6 Payment for all Products can be made by PayPal, Google, credit or debit card, Cheques or by invoice if you have a trading account with us. We only accept payment by credit and debit cards over the phone.

## **10. OUR REFUNDS POLICY**

10.1 Please see the terms of the agreement which accompanied your Product, for details of how you may cancel that agreement, for example if you do not agree with those terms. Please note there is a time limit within which you must contact us if you wish to cancel it. This varies and will be detailed in those terms.

10.2 If you are dissatisfied with the Product(s), or have any other concern with it/them, please email our customer care team on [support@tradebox.uk.com](mailto:support@tradebox.uk.com) or call 0191 280 4279.

## **11. OUR CONTRACTUAL PROMISES AND LIABILITY**

11.1 We make a contractual promise (or 'warranty') that we will use our reasonable efforts to supply you with the Product(s) you have ordered within a reasonable period. To the extent permitted by law, and subject to clause 11.4, this promise overrides any warranty that may be implied into this Contract by law. Any warranty about the Product(s) purchased from us through the Tradebox website is described in the agreement which accompanied the Product(s).

11.2 Subject to clause 11.4, our liability for losses you suffer as a result of us breaking this Contract is limited to the purchase price of the relevant Product which we supplied to you.

11.3 Subject to clause 11.4, we are not responsible for:

- (a) indirect losses which happen as a side effect of the main loss or damage which you make a claim for;
- (b) loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable; and in each case whether caused directly or indirectly.

11.4 This does not include or limit in any way our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) you being able to use the Product(s) without someone else interfering with that use; or
- (d) any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

## **12. IMPORT DUTY**

12.1 If you order (and we supply) Products from the Tradebox website for delivery outside the U.K., they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

12.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## **13. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Tradebox website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This does not affect your statutory rights.

## **14. NOTICES**

All notices given by you to us must be given to us at [support@tradebox.uk.com](mailto:support@tradebox.uk.com). If your notice is about legal proceedings please send a paper copy to our registered office, FTAO Head of Legal. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **15. TRANSFER OF RIGHTS AND OBLIGATIONS**

15.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a

Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **16. EVENTS OUTSIDE OUR CONTROL**

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

16.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **17. WAIVER**

17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

## **18. SEVERABILITY**

If any of these terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **19. ENTIRE AGREEMENT**

19.1 These terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

19.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

19.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## **20. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

20.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in our business strategy and operations and changes in our system's capabilities.

20.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within ten days of receipt by you of the Products).

## **21. LAW AND JURISDICTION**

Contracts for the purchase of Products through Tradebox will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.