



Terms and Conditions

Product Warranty

The Imoticon Drives Ltd warranty policy is shown under our 'Terms and Conditions' section of our website.

Imoticon Drives Ltd operates a '**Return to Base**' warranty policy.

All products have a warranty period of 12 months unless prior agreement with Imoticon Drives Ltd .

On any engineered system containing sub components, potentially faulty sub-components will be covered within the agreed warranty period (12 months from date of despatch to customer). Any labour required and supplied by Imoticon Drives Ltd to replace these components will be charged at an agreed rate.

The warranty status of any returned product is determined at the sole discretion of Imoticon Drives Ltd.

Returns Authorisation

Before any products are returned to Imoticon Drives Ltd , you must contact us for a GRN (Goods Returns Number).

Required information:

Product code

Product serial number

Imoticon Drives Ltd order reference number

Reason for return (please provide as much information as possible)

Name of person & company returning the product

Shipping address for returning the product

Purchase order number

Once all of the above information is received, Imoticon Drives Ltd will issue a GRN.

Returns & Replacements

A 'return' is described as a product that was incorrectly ordered by the customer or a product incorrectly sent out by Imoticon Drives Ltd .

Products being returned to Imoticon Drives Ltd must be appropriately packaged so that the original product packaging is not subject to damage, i.e. product boxes must be in their original condition as supplied. The cost of returning the product to Imoticon Drives Ltd must be prepaid by the sender.

For each package being returned, please include the GRN number on the packing slip and on the outside of the package so it can be clearly identified.

Note: Goods being returned without a GRN will not be accepted.

Returns are only accepted with the prior agreement of Imoticon Drives Ltd . A restocking/handling fee of 40% of the original net cost may be applied. This will be at the discretion of Imoticon Drives Ltd .

Returns will only be accepted provided the goods are received back in their original package and in an unused condition within 14 days of despatch.

Damaged or used goods cannot be refunded.

Any goods received by the customer in a damaged condition or goods not as ordered must be notified within 24 hours of the customer receiving the goods.

If a replacement of goods is required, the customer will not be reimbursed for the original shipping cost and will be charged for the shipping of the replacement product.

Refunds will be made to the payment method chosen at the time of the order being placed.

Warranty Repairs

A warranty repair applies to a product that fails under normal use conditions during the warranty period. Warranty repairs are warranted for the remainder of the original warranty period.

If a product has been modified in any way or found to contain damage which is outside the conditions of use, the warranty will be deemed to be void. This will be at the discretion of Imoticon Drives Ltd or its suppliers.

If any product than fails within 6 months from the delivery date, Imoticon Drives Ltd will provide a replacement product without charge. Imoticon Drives Ltd will pay the shipment cost of the replacement product.

If any product fails between 6 months and 12months from the delivery date, if a replacement product is required to replace the failed product, a purchase order is required for this replacement product. This new product will need to be paid for in full before being shipped to the customer. Imoticon Drives Ltd will pay the shipment cost of the replacement product.

Typically warranty repairs are diagnosed, repaired and returned to the customer within two to four weeks of receipt by Imoticon Drives Ltd . After repair, the product will be shipped back to the customer at the expense of Imoticon Drives Ltd .

The customer will be responsible for paying the cost of returning the product to Imoticon Drives Ltd .

Non-Warranty Repairs

A non-warranty repair applies to a product that fails outside of the product warranty. Non-warranty repairs are warranted for a period of 6 months from the date of repair.

The customer will be responsible for paying the cost of returning the product to Imoticon Drives Ltd .

If a replacement product is required to replace the returned product, a purchase order is required for this replacement product. This new product will need to be paid for in full.

Once the failure has been diagnosed, a cost for repair will be communicated with the customer. It is up to the customer if they want to proceed with the repair. If the customer does want to proceed with the repair, they will be charged the repair cost and also the shipment costs.

No Fault Found

If a product is returned to Imoticon Drives Ltd and after standard tests are performed, no problem is found with the unit, Imoticon Drives Ltd will contact the person returning the product named on the GRN to discuss the return. If after the discussion, no problem can be found with the product, Imoticon Drives Ltd will return to the customer. An evaluation fee will be charged by Imoticon Drives Ltd .

Shipping & Delivery

We aim to deliver your goods or services in accordance with your order. In the unusual event that you do not receive all your goods or services within the quoted delivery time, you must tell us immediately. You must not plan or start any work relating to ordered goods or services until after receipt of your completed order and you have ensured all products and services meet expected quality levels. To

avoid damage to goods and for Health and Safety reasons large products may be dropped off at ground floor level. It is the customer's responsibility at his or her own risk to arrange transport to the final destination if required. Once delivered to you, all goods and services shall be at your risk. Even though delivered to you, title in the goods shall not pass to you until you have paid full price for the goods or services. Until title in the goods or services passes to you, you shall hold the goods or services on a fiduciary basis as bailee.

Privacy & Security

We are committed to protecting your privacy. We will not pass on any individual user details for third party use unless we have your prior consent.

As part of the service you will get from Imoticon Drives Ltd you will receive the occasional email from us [informational and promotional]. If you do not wish to receive these emails you can stop them by simply unsubscribing at any time. We do not retain any account information as a result of a deleted account.

Payment & Pricing

The price of each product or service is as stated on our website at time of order placement. The price may include delivery, which will be clearly set out on our order details. We may change the price of any goods or services due to changing trading conditions but will inform you of this before delivery of order. We reserve the right to accept your order for any goods or services and reserve the right to limit the order quantity. It is possible that an error in price may be displayed on our web site, we will not be obliged to sell the goods to you at the incorrectly displayed price. We may revoke credit if you fail to make payment when due. If payment for any goods or service is not received when due, interest on the outstanding amount is payable at 2% per Month above the current base interest rate until all related payments are fully cleared. If at any time it becomes unlawful for Imoticon Drives Ltd to ship goods, any affected orders will be cancelled with immediate effect and any expenditure to date will be retained, then remaining funds will be returned.

Written offers are valid for a period of 30 days from the date of offer.

Liability

Subject to conditions set out in Imoticon Drives Ltd warranty policy, Imoticon Drives Ltd shall offer no liability to you for any loss or damage both direct and or indirect resulting from poor workmanship, design defects or faulty materials used during product manufacture, thus no liability will be offered by us for any consequential loss or expenses suffered by you due to the aforementioned issues. Nothing in these Conditions shall be interpreted as excluding or restricting any legal liability of the Company for death or personal injury resulting from the negligence of the Company, its employees, agents or sub-contractors or restricting any of the Company's legal obligations arising under Section 12 of the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994 or under the Consumer Protection Act 1987, the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the goods. Nothing in these conditions excludes or limits the liability of the supplier for death or personal injury caused by the supplier's negligence or fraudulent misrepresentation. The supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement. Under no circumstances will the supplier be held responsible for additional charges or any other contractor fees that arise because of late, damaged or incorrect delivery of goods.

Passing of Property

The risk of damage to or loss of goods will pass to the customer when the goods are unloaded from Imoticon Drives Ltd's carriers at the customer's premises. Ownership of the goods shall not pass to the customer until Imoticon Drives Ltd has received in full (in cash or cleared funds) all sums due from the customer to Imoticon Drives Ltd on any account whatsoever. Until ownership passes to the customer, the customer must hold the goods on a fiduciary basis as Imoticon Drives Ltd's bailee. If payment is not received in full by the due date, or the customer passes a resolution for winding up or a court shall make an order to that effect, or a receiver or administrator is appointed over any assets

or the undertaking of the customer or an execution or distress is levied against the customer, Imoticon Drives Ltd shall be entitled, without previous notice, to retake possession of the goods and for that purpose to enter upon any premises occupied or owned by the customer. This web catalogue remains at all times the sole and exclusive property of Imoticon Drives Ltd.

The expression 'force majeure' shall imply any event or circumstance beyond the immediate control of us and you. We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).