

Persides' Terms and Conditions

PLEASE READ THESE TERMS CAREFULLY BEFORE PURCHASING ANYTHING FROM PERSIDES WEBSITE "SITE". IF YOU DO NOT AGREE TO THESE TERMS DO NOT PURCHASE ANYTHING FROM THIS SITE.

1. About these Terms and Conditions

1.1 In these terms and conditions "we" and "us" mean Persides, and "you" means you the customer. In these terms and conditions certain words spelt with initial capital letters are defined terms. For your ease of reference these defined terms are listed below. These terms and conditions together with your Order Confirmation constitute the Contract between us and you for the supply of Products. No other terms and conditions shall apply. The Contract cannot be varied unless we agree to vary it in writing or by email.

2. Defined Terms

2.1 In these terms and conditions:

"Accessory" means any ancillary Product such as a cable or a charger;

"Contract" means these terms and conditions together with your Order Confirmation;

"Consumer" means a customer who purchases Product(s) other than in the course of a business;

"Export Laws" means all laws, regulations and orders of the United Kingdom, the European Union and the United States applicable to the export, re-export, transfer or resale of Products;

"Hardware" means any Persides-branded Product which is not Software or an Accessory;

"Invoice" means the Invoice issued by us to you for the price of the Products;

"Order" means an order placed by you in accordance with these terms and conditions;

"Order Confirmation" means the order confirmation issued by us to you indicating acceptance of your Order;

"Order Form" means the electronic order form on the Site;

"Order Number" means the order number issued by us to you;

"Product" means any product listed on the Site which we agree to supply to you on these terms and conditions;

"Return Authorisation Documentation" means the documentation issued by us to you for the return of Products;

"Return Material Authorisation" means the number which we will provide you to enable you to return the Product(s)

"Site" means our build-to-order website for customers in the mainland United Kingdom, Northern Ireland and the Isle of Man, the web address of which is <http://www.vee-cam.com>;

"Software" means any Product which is software including without limitation operating systems, bundled software, stand alone software and downloadable software;

3. Placing Your Order

3.1 To place an Order you must be 18 years of age or over and be contactable by non mobile telephone.

3.2 You may place an Order by filling in the Order Form on the Site after clicking on the appropriate submission button.

3.3 We will not accept Orders placed in any way other than those listed above.

3.4 When you place your Order, we will issue you with an Order Number. We will do this via email (where an email

address has been supplied). Please note that such an Order Number is supplied for reference purposes only and does not constitute our acceptance of your Order.

- 3.5 By placing an Order, you make an offer to us to purchase the Products you have selected on these terms and conditions. We may or may not accept your offer at our discretion.
- 3.6 If we accept your Order, we will notify you of our acceptance by issuing an Order Confirmation. We will send your Order Confirmation to you by e-mail provided you have indicated an e-mail address on your Order Form. Otherwise we will send the Order Confirmation by post. The Order Confirmation will be effective on sending. If we cannot accept your Order we will attempt to contact you by email or telephone or post.
- 3.7 Whilst we will make every effort to supply you with the Products listed on the Order Confirmation, there may be occasions where we are unable to supply these Products because, for example, (i) such Products are no longer being manufactured or available or (ii) we are unable to source relevant components or (iii) if there was a pricing error on the Site. In such circumstances we will contact you to inform you and may suggest alternative Products that you might wish to purchase. If you do not accept our suggestions then we will cancel your Order in relation to those Products we cannot supply and repay you any money that you may have paid to us in respect of those Products. Subject to clause 13.4 below, repayment of such monies will be the extent of our liability to you if we are unable to deliver to you the Products you have ordered.
- 3.8 Information contained in our advertising, brochures, other written materials, on our websites or given to you by our agents or employees constitutes an invitation to treat. No such information constitutes an offer by us to supply any products.

4. Supply of Your Products

- 4.1 Subject to these terms and conditions, we will supply to you the Products indicated on your Order Confirmation.

5. Prices

- 5.1 The price for the Products will be the price indicated on your Invoice.
- 5.2 VAT is payable by you at the applicable rate as indicated on your Invoice. No provision for intra-community purchases has been made on the Site.
- 5.3 Delivery costs and credit card surcharges, where applicable, are payable by you as indicated on your Invoice.
- 5.4 The price quoted does not include any import duties, taxes that may be applicable if you buy this product outside of the United Kingdom, Northern Ireland and the Isle of Man. It is your responsibility to make sure that you purchase the Product in accordance with your local laws. We will not be responsible in anyway whatsoever, howsoever for any charges incurred or your countries laws or regulations being breached by you if you fail to adhere to them.

6. Paying for Your Products

- 6.1 You may pay for your Products by the methods of payment as may be displayed on the payment section of the Site from time to time.
- 6.2 You must pay in the currency as indicated on your Invoice.
- 6.3 If you are paying by credit or debit card, then you must supply your credit or debit card details when you place your Order. Your credit or debit card will be charged when we confirm your order. We will not supply the Products to you until your credit or debit card issuer has authorised the use of your card for payment of the Products ordered. If we do not receive such authorisation we shall let you know.
- 6.4 We will send Invoice / delivery note and Products to you at the shipping address indicated on your Order Confirmation. We may, however, only send the documents by e-mail where you have indicated an e-mail address on

your Order Form.

7. Delivery of Your Products

- 7.1 We will deliver your Products to the delivery address as shown on your Order Form and as verified on your Order Confirmation.
- 7.2 We will use our reasonable endeavours to deliver your Products within 28 days of the date of issue of your Order Confirmation. Delivery times which are given at the time of placing an Order are estimates only. If you have ordered several Products at one time, we may deliver such Products on different days. You may cancel your Order at any time prior to delivery of the Product ordered by emailing us at veecam@persides.com and quoting your Order Number.
- 7.3 If your item is not in stock, we will back order this for you. You will always be emailed with the option to cancel any items that have not been dispatched if you would rather not wait.
- 7.4 Title to and risk of loss in your Products will pass to you on delivery of the Products.
- 7.5 Upon delivery of the Products to our carrier we will send you a confirmation of shipment by e-mail provided you have indicated an e-mail address on the Order Form.
- 7.6 Certain items may ship by post and cannot be tracked once they have entered the postal system. All other shipments use carrier delivery for maximum security and tracking.
- 7.7 We are not responsible for any delays to the delivery of your Products due to them being held in your countries customs office.

8. Your Right to Return the Products and to Receive a Refund

- 8.1 If you are not satisfied with any Product that you have purchased then you may be able to return this for either a full refund, repair or replacement unit. In accordance with this clause 8
- 8.2 Steps to Return a Product:
- i) Please contact us at veecam@persides.com between 08:30 and 17.00 Monday to Friday to make arrangements for return. You will then be provided with an RMA (Return Material Authorisation).
 - ii) We will confirm if there are any specific shipping requirements which you will be required to perform. Please note that until the Product is received at the address below any loss remains at your risk.
 - iii) Before returning any Product(s) to us please check that you have:
 1. Received a RMA number from us (issued on request).
 2. Enclosed all accessories, in box warranties and other material supplied unless informed otherwise.
 3. Used all packaging that was originally supplied.
 4. Ensure the following returns address and the RMA number is clearly displayed:

“FAO VEEcam
Persides Limited
Unit 17, Londonderry Farm Business Park, Keynsham Road, Willsbridge, Bristol, BS30 6EL

RMA number *(please insert number provided to you)*”
 5. Sealed the packaging securely.

- iv) Following these steps will help ensure the Product(s) arrive at the correct destination and in good condition within a timely fashion. Please note that your failure to follow this procedure may result in the returned Product(s) being rejected upon receipt and you may forfeit your right to a refund.
- v) Please note that we reserve the right to reject any Product(s) that are not returned in accordance with the provisions set out in this clause 8.

The appropriate transportation charge will be deducted from your refund payment once the Product(s) has/have been inspected and deemed complete and in good condition by us.

8.3 Acceptable reasons for requesting a requesting a return are:

A. If:

- i) A Product was supplied in error as long as you notify us within 60 days of receiving the Product; or
- ii) The order is incomplete as long as you notify us within 60 days of receiving the Product; or
- iii) The Product is faulty and you believe that you are entitled to a replacement or repair in accordance with paragraph 12 below. In the event that you are entitled to a replacement or repair in accordance with paragraph 12 below, transportation charges will be borne by us, if however the Product is not covered under paragraph 12 then you shall be responsible for costs incurred including transportation.

B. If you have received the ordered Product(s) and have simply changed your mind about purchasing them you may return the Product(s) to us for a refund, provided:

- i) You inform us of your decision to cancel the contract within 7 Calendar Days of delivery of the Product; and
- ii) The Product(s) are returned in their original condition and the security seals on the Product(s) are intact; and
- iii) The Product(s) are returned in accordance with clause 8.2.

Please note that while the Product(s) remain in your possession you are under a duty to ensure that the Product(s) are kept safe and secure. Risk and title will transfer to us on receipt of the Product at the address specified in clause 8.2.

You are responsible for all shipping costs associated with returning the product.

9. Software

- 9.1 All Software is licensed to you on the terms and conditions detailed within the [software licence agreement](#) of the applicable licence agreements. By using the Product you agree to the terms of the software licence, if you do not agree to these terms then do not use the Product. The software licence agreement, which form part of and are incorporated into this Contract by reference, are available for you to see by clicking the appropriate hyperlink above.
- 9.2 You shall be responsible for ensuring that any Software ordered by you is suitable for your requirements and is compatible with your existing systems and practices. We regret that we are unable, under any circumstances to refund monies for a software package unless it is faulty.

10. Support

- 10.1 Except as otherwise stated on the Site at the time you place your Order we will at no additional cost provide an email support service for Hardware and Persides-branded Software (bundled and not bundled). The service is available for 90 days from the date of purchase (the date of your Invoice). For Support for non-Persides-branded Products you

must contact the relevant manufacturer.

- 10.2 The email support service shall consist of email advice and guidance in relation only to set-up and installation problems and associated usability issues.
- 10.3 The email support service is available between 08:30 and 17:00 Monday to Friday. The email address for support is veecam@persides.com.
- 10.4 In providing email support, we will attempt to resolve your query when you first contact us. We cannot guarantee resolution of your queries.

11. User Manual

- 11.1 The user manual is available to be downloaded from the website at the link provided on your delivery note; you should read this prior to using the Product. Any damage caused to the Product due to an error of use due to you not following the instructions shall not be covered under warranty as detailed in clause 12, below.

12. One (1) year Limited Warranty

- 12.1 All new Hardware carries a [one-year limited warranty](#) against defects in materials and workmanship. The warranty terms and conditions, which form part of and are incorporated into this Contract by reference, are available for you to see by clicking the appropriate hyperlink above. You may review a copy of the limited warranty on Persides Hardware products, including its limitations and exclusions, before your purchase, by clicking the appropriate link above. Such a limited warranty covers Persides Hardware only; it does not cover Software, Services or any other Products. You should refer to the relevant [Software licences](#) for warranties which may apply to your Software.
- 12.2 Whenever contacting us in relation to your warranty entitlement at veecam@persides.com you should do so between 08:00 and 17:00 Monday to Friday and quote your Persides Hardware's serial number. You will bear the cost of contacting us.
- 12.3 Non-Persides-branded/Third-party Products
 - 12.3.1 For non Persides-branded Products (including non Persides branded products contained in product bundles or promotions), all warranty claims, where relevant, are to be made in accordance with the terms and conditions of any standard manufacturer's warranty which may be included with the Products purchased. In relation to any existing manufacturer's warranty, any warranty claims should first be made either directly to the manufacturer or to us by phone.
- 12.4 If you are a Consumer, the warranties referred to above are in addition to and do not affect your statutory rights.

13. Our Liability

- 13.1 These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Products and performance of telephone support and warranty services.
- 13.2 Save as set out at paragraph 13.3 below, there are no warranties, conditions or other terms that are binding on us regarding the supply of Products except as expressly stated in the Contract.
- 13.3 Any warranty, condition or other term arising out of or in connection with the supply of Products which might otherwise be implied into or incorporated in the Contract by statute, common law, laws applicable in the country where you purchased the Products or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded to the maximum extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.
- 13.4 Nothing in the Contract shall limit or exclude our liability

- i) for death or personal injury caused by our negligence or
- ii) any liability which cannot be excluded by law.

- 13.5 Notwithstanding clause 13.4 we will not be liable under the Contract for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 13.6 Notwithstanding clause 13.4 our maximum aggregate liability under the Contract whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Product(s) in question.
- 13.7 Except for where excluded by law we will not be liable for any injury or damage caused due to the use of the Product. This includes, but is not limited to, misuse of the Product and use of the Product without due care and attention.
- 13.8 This does not affect your statutory rights as a consumer, or your right to return the Products as per clause 8.

14. Contacting Persides

14.1 You can contact us:

- by telephone on +44 (0) 117 9329099 between 08:30 and 17:00 Mondays to Fridays. You will bear the cost of contacting us.
- by email at veecam@persides.com
- by post at VEEcam, Persides Limited, Unit 17, Londonderry Farm Business Park, Keynsham Road, Willsbridge, Bristol, BS20 6EL, UK
- Our VAT registration number is GB 826 2890 11.

When contacting us you must quote your Order Number.

15. Export Control

15.1 Upon entering into a contract, you agree to comply with all Export Laws. You agree

- (i) not to export any Product to any country in contravention of any Export Law, and
- (ii) not to export any Product to any country for which an export licence or other governmental approval is required, without first obtaining all necessary licences or other approvals. You warrant that you are not located in, under the control of, or a national or resident of any country to which export of the Products is prohibited by any Export Law.

16. Data Protection

- 16.1 By placing your Order, you agree and understand that we may store, process and use data collected from your Order Form or fax Order or telephone Order for the purposes of processing your Order. Please note that we may also share such data globally within Persides' groups. All Persides groups will protect your information in accordance with Persides' Customer Privacy Policy available at the URL <http://www.vee-cam.com>. We work with other companies that help us provide products and services to you. For example we may provide your information to these companies for the shipment of Products to you or to ensure that you benefit from special purchase discounts or terms. For more detailed information on how we protect your information please refer to our customer Privacy Policy available at the URL <http://www.vee-cam.com>. If you wish to access to the information that we hold concerning you or if you want to make any changes to this information including updating your personal contact preference or if you

do not want to receive any further information from us or third party companies you may contact us at veecam@persides.com.

17. Circumstances beyond our reasonable control

17.1 We will make every effort to perform our obligations under the Contract. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control. In the event of a delay, we will perform our obligations as soon as reasonably possible.

18. Disagreements Governing Law and Jurisdiction

18.1 We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within England or Wales and the laws of England and Wales will apply.

19. Exclusion of Warranties

19.1 Persides makes no warranties, express or implied that making the products available in any particular jurisdiction outside the UK is permitted under any applicable non UK laws or regulations. Accordingly, if making the products or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those products are not offered for sale to you. You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to purchase the products. Persides accepts no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the products by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

20. Entire Agreement

20.1 These terms and conditions, together with our [terms of use](#), [privacy policy](#), [software licence](#) and [warranty statement](#) constitute the entire agreement between you and us in relation to the purchase of Products and supersede all previous agreement in respect of your use of this the Site.

21. General

21.1 Neither our failure or your failure to enforce any term of the Contract constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

21.2 The invalidity or unenforceability of any provision of the Contract shall not adversely affect the validity or enforceability of the remaining provisions.

21.3 This agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999.

21.4 We have used all reasonable endeavours to ensure that the Site complies with English law. However, we make no representations that the materials on the Site are appropriate or available for use in locations outside the United Kingdom and if you choose to access the Site from outside the United Kingdom you are solely responsible for ensuring compliance with all local laws, including those relating to the sale, purchase and import of the products, including without limitation paying all applicable taxes in connection with the same and you hereby indemnify us from any liability arising in connection with your use and access to the Site.

21.5 Persides is a company incorporated in England and Wales with its registered office at 1 New Street, Wells, BS1 5QT, United Kingdom and with registered number 4977980.