



The ICC Group Terms and Conditions

The ICC Group aims to provide its Customers with an enjoyable and speedy buying experience by ensuring that its Customers, are satisfied with the Hardware Products and services. ICC prides itself in delivering a first rate and accessible service and are always open to receiving constructive feedback. Please take time to read through the below Terms and Conditions and let ICC know if you have any questions.

DEFINITIONS AND INTERPRETATIONS

In these terms and conditions, the following words have the meanings given:

"ICC" means The ICC Group. It is a corporation organized and existing under the laws of the England and Wales, with its Trading Office located at: Connection House, Sandbeck Lane, Wetherby, LS22 7TW UK Company Number: 5074622, VAT Number GB847881768 and every company which is, for the time being, a subsidiary (as defined in the Companies Act 1985) of that company or holding company (as defined in the Companies Act 1985) of that company or a subsidiary of such holding company;

"Business Day" means any day other than a Saturday, Sunday or a public or bank holiday in England, Wales, Scotland or Northern Ireland;

"Confidential Information" means all information (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of specifications and relating either to the Hardware Products, the Services, ICC or the Customer (as the case may be);

"Contract" means a contract for the purchase by the Customer of Hardware Products and/or Services from ICC incorporating these terms and conditions and arising from the acceptance by ICC of an Order;

"Customer" means the person, firm or company ordering Hardware Products and/or Services from ICC

"Default" shall mean any breach by either party of its obligations under a Contract, any default, act, omission, negligence or statement by either party, its employees, agents or sub-contractors arising out of or in connection with a Contract and in respect of which either party may be legally liable;

"Delivery Address" means the address for delivery of the Hardware Products and/or Services as stated on the Sales Invoice/Sales Order;

"Intellectual Property Rights" means copyright, patent, trademark, service marks, registered designs, sui generis rights, know-how, confidential information, trade or business names or other similar rights together with applications for any of the foregoing;

"Licence Agreement" means any licence agreement relating to use of Software;

"Order" means any written order for Products, Services, or Products and Services, received by ICC from the Customer;

“Price” means the price payable for the Hardware Product or Service as specified in an Order accepted by ICC and payable in accordance with these terms and conditions;

“Hardware Product” means the Hardware Product ordered by the Customer from the Supplier in an Order accepted by the Supplier;

“Services” means any configuration or installation services provided by ICC as sub-contractor of the Customer to end-users of Hardware Product in conjunction with the supply of Hardware Product;

“Software” means any computer software supplied by ICC, whether embodied in ROM, RAM, firmware or on disk, tape or other media;

“Special Pricing” means the price for the Hardware Product has been set at an additional discount or fixed price for a supply by the Customer to a named end user;

“Special Pricing Terms” means the terms and conditions applicable to the Special Pricing set by ICC;

“RMA” is an abbreviation for ‘Return Merchandise Authorisation’, which is a part of the process of returning a Hardware Product in order to receive a refund, replacement, or repair during either;

1. the Hardware Product's warranty period; or
2. within the period specified under The Consumer Protection (Distance Selling) Regulations 2000.

The purchaser of the product must contact the manufacturer (or distributor or retailer) to obtain authorization to return the product. The resulting RMA or RGA number must be displayed on or included in the returned product's packaging; no returns are accepted without this number.

1. All other words and expressions are to be given their normal English meaning taken in the context of the Contract. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.
2. Any reference to a clause shall mean a clause of these terms and conditions unless otherwise stated.
3. The use of headings in these terms and conditions shall be for convenience only and shall not affect the interpretation of these terms and conditions.
4. Reference to any statute or statutory provision or any other regulation includes any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

CONTRACT FORMATION

1. All Orders submitted by the Customer to ICC and accepted by ICC shall be subject to these terms and conditions which shall form part of and govern any Contract.
2. Acceptance by the Customer of any estimate or quotation for Hardware Products and/or Services issued by ICC shall be deemed to be acceptance of these terms and conditions.
3. Any terms and conditions appearing in any Order or other document whatsoever issued by the Customer shall be void and of no effect and these terms and conditions shall override any previous agreements relating to the provision of Hardware Products or Services between the parties.
4. No waiver of or amendment to these terms and conditions shall be effective unless made in writing and signed by an authorised representative of ICC. Purported amendments by E-Mail or telephone will not be effective.
5. The Contract contains the entire agreement of the parties in relation to the supply of Hardware Products or Services by ICC to the Customer and the Customer irrevocably waives any right it might have to claim for damages and/or to rescind a Contract because

of any misrepresentation by ICC (unless such misrepresentation was made fraudulently) or any warranty not contained in the Contract.

PRICE

1. All prices for Hardware Products or Services stated in any quote, estimate or acceptance of Order are those current at the time of the Customer's enquiry.
2. The price payable by the Customer for Hardware Products or Services will be the price as quoted in the relevant Order accepted by ICC and unless otherwise agreed in writing will be:
 - o a. exclusive of Value Added Tax or other applicable sales tax whether in substitution or in addition which shall be paid by the Customer at the rate from time to time in force; and
 - o b. exclusive of ICC's charges for delivery, handling or Services which will be added to the Supplier's invoice for the Products.
3. Subject to clause 5 under the PRICE heading, ICC shall not be entitled to increase the Price (whether because of increased material, labour or otherwise) without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed.
4. Subject to clause 5 under the Price heading, ICC will not increase or decrease the price of any product after acceptance of the order where the product is available from stock, irrespective of any price changes from the manufacturer. For the avoidance of doubt no price protection will be offered.
5. Where the Order quotes On Offer and the price stated is after the On Offer Pricing has been applied, the price to be paid by the Customer will initially be the price on the accepted Order but may be increased to the price before the Special Pricing discount at the ICCs Discretion if ICC does not accept the Special Pricing claim as a result of any non-compliance by the Customer with any of the Special Pricing Terms governing the Special Pricing.
6. Where the price is increased under clause 5 under the PRICE heading above, the Customer will pay the additional amount together with any Value Added Tax applicable to the Supplier within 14 days of receipt of an invoice for the additional amount.
7. Websites, catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication as to the price and range of the Hardware Products offered and no prices, descriptions or other contained therein shall be binding on the Company and are subject to change without notice.

PAYMENT

1. ICC may, at its discretion, offer credit terms to the Customer subject to the status of the Customer and completion by the Customer of a credit application form supplied by ICC and approval from ICC credit insurance underwriter. Such credit terms shall be determined by ICC and confirmed in writing with the Customer.
2. Unless and until credit terms are granted, the Customer will pay for any Hardware Products or Services on a "cash with order" basis in which case the Customer should allow at least three (3) Business Days for the payment to be credited to ICC'S bank account. ICC reserves the right not to release any Hardware Products or provide any Services until all such payments are cleared and credited to the ICC bank account.
3. Where credit terms are granted, and unless other terms are granted in writing, the Customer will pay no later than 30 days following the date of ICC invoice and the ICC reserves the right to suspend deliveries where payment is delayed.
4. Where Credit terms are granted, no amendments will be effective unless made in writing by the ICC'S Account Manager or ICC Finance Director. Purported amendments by E-Mail or telephone will not be effective.
5. If Hardware Products are delivered in instalments, ICC reserves the right to invoice each instalment as and when delivery is made to the Customer in which case payment shall be due in accordance with clause 2 or 3 under the PAYMENT heading above notwithstanding non-delivery of other instalments or fulfilment of the entire order.

6. If any payments are overdue the Customer may be placed on credit hold and no further Hardware Products or Services will be delivered or made available to the Customer until all payments due to ICC under the Contract have been paid. ICC may, at its discretion, withdraw credit facilities in the event of any breach of this contract by the Customer.
7. If payment is not received by the relevant due date ICC may:
 - o a. charges the Customer interest on any overdue amount (daily) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of four (4) percent per annum above the Lloyds Bank Plc Base Rate for the time being in force; and/or
 - o b. takes legal action for the recovery of any amount due and interest thereon at the rate specified in clause 7(a) under the PAYMENT heading above together with costs payable on a Solicitor and own Client basis.
8. If payment is not received and ICC uses third party services to re cooperate the outstanding debt, the customer will also incur the additional charges for the use of the third part services.
9. All payments made by the Customer to ICC shall be in the currency of the invoice or in sterling, in immediately available funds free and clear of any right of set off or counter claim or any withholding or deduction whatsoever.
10. Only a director of ICC may agree terms of payment whereby the Customer may defer payment to ICC until receipt of monies from a third party.
11. Any agreement in Section 9 under the PAYMENT heading must be in writing, prepared before and referred to in the Customer's Order and will not constitute a guarantee of performance to the Customer of any third party.
12. The Customer agrees to make all payments due under Contracts irrespective of any dispute or claim the Customer may have with or against any third party.

TITLE

1. Risk of damage to or loss of the Hardware Product shall pass to the Customer upon delivery to the address specified in the Order in accordance with The Delivery Policy
2. Full legal, beneficial and equitable title to and property in any Hardware Product shall remain vested in ICC (even though they have been delivered and risk has passed to the Customer) until:
 - o a. payment in full of the purchase price (together with any interest and VAT thereon) and in cleared funds has been received by ICC in respect of those Hardware Products; and
 - o b. all other amounts payable by the Customer to ICC have been received by ICC.
3. Title to and property in The Hardware Products will remain with ICC notwithstanding that the relevant Hardware Products have been incorporated in or affixed to other products including, for the avoidance of doubt, the storage of or incorporation of any Software in ROM, RAM or any other hardware, software or firmware or other media whatsoever.
4. Until full legal, beneficial and equitable title to and property in any Hardware Product passes to the Customer:
 - o a. the Customer shall hold the Hardware Products on a fiduciary basis as ICC's bailee;
 - o b. the Customer will store those Hardware Products delivered to its premises in a proper manner and condition which adequately protects and preserves the Hardware Products and shall insure them, without any charge to ICC and not tamper with any identification upon the Hardware Products or their packaging and shall ensure that they are stored separately from any other goods (whether or not supplied by ICC) and are clearly identifiable and records kept of where installed, so showing as belonging to ICC, and ICC shall be entitled to examine any such Hardware Products in storage at any time during normal business hours upon giving the Customer reasonable notice to do so; and
 - o c. ICC may at any time, on demand and with prior notice, require the Customer to deliver the Hardware Products to ICC and may repossess and resell the Hardware Products if any of the events specified in the PERSONNEL Clause occurs or if any sum due to ICC from the Customer under this contract is not paid when due.
5. If the Customer fails to redeliver any Hardware Product on demand in accordance with section 4 of the TITLE Clause, ICC shall be entitled with notice, without incurring any liability to the Customer, to enter the Customer's premises for the purpose of taking

possession of the Hardware Product, and to take such steps as are necessary to remove the Hardware Product including the right to dismantle any product into which the Hardware Product has been incorporated and the right to detach the Hardware Product from any other goods to which the Hardware Product has been attached, provided that this can be done without damaging any product into which it has been incorporated.

6. The Customer shall fully indemnify ICC in respect of all ICC's costs (including legal costs) in connection with enforcing the provisions of section 5 of the TITLE Clause
7. ICC hereby authorises the Customer to use and/or sell the Hardware Products in the normal course of the Customer's business and to pass good title in the Hardware Products to its customers, if they are purchasers in good faith without notice of ICC's rights. This right shall automatically cease on the occurrence of any event set out in the PERSONNEL Clause and/or if any sum owed to ICC by the Customer is not paid when due. If the Customer sells the Hardware Product prior to paying the full price thereof the Customer shall hold the proceeds of sale on trust for ICC.
8. 5.8 Where a Hardware Product is sold or otherwise disposed of to a third party before title to and property in it has passed to the Customer, the Customer shall keep records of where install or supplied to, the sale will constitute a sale by the Customer of ICC's property, and the Customer shall hold on trust for ICC such sum as represents, or is equivalent to, the price at which the Hardware Product concerned was invoiced by ICC to the Customer.
9. 5.9 On termination under the PERSONNEL Clause or upon the Customer entering into a voluntary arrangement, if the Customer has not received the proceeds of any such sale or disposition, it will, if required by ICC, assign to ICC forthwith all rights against the person, firm or company by whom the proceeds are owed, identify the person, firm or company and provide all relevant information relating to the transaction with the third party.

SERVICES

1. Where the Customer requires the ICC to carry out any configuration or installation services as defined in clause 1.1 herein either for the Customer and /or the End-User, ICC shall do so as sub-contractor to the Customer and the terms and conditions contained herein shall constitute the terms and conditions for the provision of such services.
2. ICC will use all reasonable endeavours to provide the Services in accordance with the terms of the Contract and will ensure that the Services will be provided with all reasonable care and skill and by suitably trained and qualified persons.
3. If the Services are to be provided according to a timetable ("the Timetable") ICC shall use all reasonable endeavours to adhere to the timetable in providing the Services but time shall not be of the essence in the provision of the Services.

LIABILITY

1. Nothing in this Terms and Conditions Agreement shall limit or exclude the ICC's liability for death or personal injury caused by the negligence of ICC and for any fraudulent misrepresentation and for any other liability that cannot be excluded under applicable law.
2. The maximum liability of ICC under or in connection with any Contract and whether in contract, tort (including negligence), for breach of statutory duty or otherwise for any direct physical damage to tangible property of the Customer caused by a default by ICC shall be limited to the lesser of £25,000 per incident or series of incidents or an amount equal to the sums paid by the Customer under the Contract during the preceding 12 months.
3. The maximum aggregate liability of ICC to the Customer under or in connection with any Contract and whether in contract, tort (including negligence), for breach of statutory duty or otherwise for any direct loss or damage (other than to tangible property) suffered by the Customer as a result of any default of ICC shall be limited in aggregate to the lesser

of £25,000 or an amount equal to the sums paid by the Customer under the Contract during the preceding 12 months.

4. ICC shall not be liable to the Customer whether in contract, tort or otherwise and even if foreseeable by or in the contemplation of the Supplier for:
 - a. any loss of profits, business, revenue, goodwill, data or anticipated savings, whether sustained by the Customer or any other person; or
 - b. any special, indirect, or consequential loss whether sustained by the Customer or any other person.
5. Any advice or recommendations given to the Customer by ICC or its employees or agents as to storage, application, use or preference of the Hardware Products which is not confirmed in writing by ICC, is followed or acted upon entirely at the Customer's own risk and accordingly ICC shall not be liable for any such advice or recommendation which is not so confirmed.

CONFIDENTIALITY

1. Any advice or recommendations given to the Customer by ICC or its employees or agents as to storage, application, use or preference of the goods which is not confirmed in writing by ICC, is followed or acted upon entirely at the Customer's own risk and accordingly ICC shall not be liable for any such advice or recommendation which is not so confirmed in writing.
2. This clause shall not extend to any information which was rightfully in the possession of a party prior to the commencement of the negotiations leading to a Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of the clause) or which is trivial or obvious.
3. Each party shall ensure that its employees and agents are aware of and comply with the provisions of this clause.
4. The CONFIDENTIALITY Section and all of its subsections shall apply for a period of two 1 years following any termination of this contract.

TERMINATION

1. Without prejudice to any other rights or remedies ICC might have against the Customer ICC may terminate a Contract or suspend the performance of its obligations under a Contract forthwith by notice in writing to the Customer if:
 - a. the Customer defaults in making payment for any of the Hardware Products or Services supplied by ICC within seven (7) days of its due date; or
 - b. the Customer defaults in any of its obligations under these terms or a Contract; or
 - c. the Customer makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986 or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer; or
 - d. the Customer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 be unable to pay his debts or any steps are taken to wind up the Customer, or an administrator, administrative receiver or receiver is appointed over the Customer's business or any part of its assets.
2. Upon termination of a Contract under Section 1 of the TERMINATION Clause, ICC shall have the right, without prejudice to any other right or remedy available, to enter the Customer's premises and repossess the Hardware Product or any of them and shall have the right to dismantle any machinery, product, item or equipment into which the Hardware Product or any of them have been incorporated and the Customer shall be responsible for all ICC's costs and expenses in connection with so doing.
3. Those clauses capable of surviving termination shall do so.

VARIATIONS

1. ICC reserves the right to modify these terms and conditions upon notice in writing to the Customer. Any such modification will apply on the effective date specified in the said notice to all Orders which are accepted by ICC on or after the date of notice. The Customer shall have thirty days from the date of notice within which to cancel any Order sent to ICC prior to the date of notice and not accepted by ICC at that date.

ASSIGNMENT

1. The Customer shall not assign or otherwise transfer any of its rights or obligations under a Contract whether in whole or in part without the prior written consent of ICC, which shall not be unreasonably withheld.
2. ICC may assign or otherwise transfer any of its rights and obligations under a Contract whether in whole or in part to another company in its Distribution Channel by giving the Customer notice in writing at any time.

PERSONNEL

1. The Customer acknowledges that ICC has incurred significant costs in recruitment and training its employees to enable them to provide the Services. Accordingly the ICC's Customers and ICC's Suppliers agrees that it will not, and it will ensure that no other company within its Group will not, solicit or approach in any way, any of ICC's employees who are involved in the provision of the Services with a view to offering them employment or to solicit services from them on their own account (whether for the Customer or another party) during the period of the Contract and for a period of six (6) months after termination or expiration of the Contract.
2. The Customer acknowledges that damages will not be an adequate remedy for ICC if the Customer breaches section 1 under the PERSONNEL Clause and that ICC will be entitled to seek injunctive relief and any other equitable remedies with respect to such breach.
3. If any employee of ICC leaves the employment of ICC as a result of a breach by the Customer of section 1 under the PERSONNEL Clause and commences employment with, or provision of services to, the Customer or any other member of the Customer's Group it shall pay ICC 50% of the higher of:
 - o a. the annual salary (including any benefits-in-kind, bonus payments, commissions and other emoluments) of the employee at the date that they ceased to be an employee of ICC; and
 - o b. the annual salary of the employee at the time they commence employment by the Customer or other member of the Customer's Group and the Customer acknowledges that any such payment is by way of liquidated damages and is a reasonable and genuine pre-estimate of ICC's losses.

INVALIDITY

1. If any provisions, or portions thereof, of a Contract are held to be invalid and unenforceable under any applicable statute or rule of law, they are to that extent to be deemed omitted and the validity and/or enforceability of the remaining provisions of the Contract shall not be impaired or affected by that omission.

FORCE MAJEURE

1. Neither ICC nor the Customer shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Hardware Products, if the delay or failure is beyond that party's reasonable control. The following shall be regarded as causes beyond either party's reasonable control, inclusive of, but not limited to:
 - o a. act of God, explosion, flood, tempest, fire or accident;
 - o b. war, sabotage, insurrection, civil disturbance or requisition;

- c. acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d. import or export regulations or embargoes;
- e. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either the Supplier or the Customer or of a third party);or
- f. power failure or breakdown in machinery.
- g. Courier's or Logistics' Agents failure to deliver Hardware Products to the Customer within the agreed period.

NOTICES

1. All notices which are required to be given hereunder shall be in writing and shall be sent to the registered address of the party in question.

EXPORT CONTROL

1. The Customer acknowledges that certain Hardware Products may be subject to export controls imposed by United Kingdom or other Governments and undertakes to apply for and obtain any necessary licences or other consents that may be necessary to export or take any product (or any part thereof) out of the United Kingdom.

GOVERNING LAW

1. The parties submit all their disputes arising out of or in connection with this warranty to the exclusive jurisdiction of the Courts of England and Wales.

WAIVER

1. The waiver by either party of a breach or default of any of the provisions within these Terms and Conditions by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operates as a waiver of any breach or default by either party.

RIGHTS OF THIRD PARTIES

1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract. No person who is not a party to this Contract (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.

business functions; however, all processors acting on our behalf only process your data in accordance with instructions from us and comply fully with this privacy notice, the data protection laws and any other appropriate confidentiality and security measures. We will only share your personal data as follows and, when applicable, only with the appropriate contractual obligations in place:

Sharing with service providers and Partners:

We engage service providers or Partners to manage or support certain aspects of our business operations on our behalf. These service providers or partners may provide services such as credit card processing and fraud management services, human resources consultancy, product delivery, advertising and marketing activities (including digital and personalized advertising), IT services, debt collection and management or support of ICC websites. Our service providers and partners are required by contract to safeguard any personal data they receive from us and are prohibited from using the personal data for any purpose other than to perform the services as instructed by ICC

We also take steps to provide adequate protection for any transfers of your personal data in accordance with applicable law such as signing EU Standard Contractual Clauses with the service provider or partner, relying on their Privacy Shield certification, other approved codes of conduct or certification mechanisms or binding and enforceable commitments of the service provider.

Transfers Outside the EU (*if applicable*)

ICC utilise some products or services (or parts of them) that may be hosted/stored in non-EU countries which means that we may transfer any information which is submitted by you outside the European Economic Area ("EEA") for the below purposes: - Online Helpdesk Support, where data may be needed by USA Director's Offices. Therefore, when you share your personal data, the personal information you submit may be stored on servers or processed in the USA.

Where this is the case, we will take steps to ensure that those providers use the necessary level of protection for your information and abide by strict agreements and measures set out by ICC to protect your data and comply with the relevant data protection laws.

Cookies are widely used in order to make websites work, or to work more efficiently, and our site relies on cookies to optimise user experience and for features and services to function properly.

Most web browsers allow some control to restrict or block cookies through the browser settings, however if you disable cookies you may find this affects your ability to use certain parts of our website or services.

Delivery Policy

ICC Delivery Policy

DELIVERY

1. ICC shall use its reasonable endeavours to deliver Hardware Products by the date stated upon the relevant acceptance of any Order but failure to do so shall not constitute a breach of this contract.
2. Any dates quoted or mentioned by ICC for delivery of the Hardware Products or the provision of the Services whether verbally or otherwise are estimates only and whilst ICC will use all reasonable endeavours to meet such dates it cannot guarantee to do so.
3. Time will not be of the essence in the delivery of the Hardware Products or the performance of the Services.
4. ICC shall deliver the Hardware Products to such address or addresses as notified by the Customer to ICC for each order, subject to prior agreement with the Customer. ICC shall be entitled to make partial deliveries of the Hardware Products or deliveries of the same by instalments. A signed delivery note shall be satisfactory proof that delivery has taken place.
5. Notwithstanding clause 5 above, the risk in any Hardware Product shall pass to the Customer on delivery of the same to the Customer at the address given by the Customer to deliver the Hardware Products.
6. All illustrations or specifications contained in any catalogues or publicity material produced by ICC are approximate only and are only intended to convey a general idea of the Hardware Products or Services.
7. ICC will accept no liability for:
 - o a. non-delivery of Hardware Products after ICC has shipped the Hardware Products to the address specified by the Customer;
 - o b. loss of or damage to any Hardware Products occurring after the Hardware Product has been shipped by ICC;

- c. any claim that the Hardware Products are not in accordance with the Contract, unless claims to that effect are notified in writing to ICC:
 - (i) within seven (7) Business Days of delivery in the case of loss, damage, or non-compliance with the Contract; or
 - (ii) within two (2) Business Days of receipt of ICC's invoice in the case of non-delivery.
- d. In the unlikely event that ICC have short shipped any Hardware Product or the Hardware Product has arrived damaged, the Customer must inform ICC in writing by letter, fax or email.
- e. ICC will not accept notice of Hardware Product shortages or damaged Hardware Product by telephone. If the Hardware Product is damaged on receipt and this damage is visible the Customer should always sign for the delivery as "DAMAGED" on the couriers' delivery document. Once ICC has received the damaged Product Hardware into ICC's warehouse, ICC will either issue a replacement if available or a like for like alternative.
- 8. Any claim in respect of 7(a) under the DELIVERY Clause must be accompanied by a signed proof of delivery supporting the details of the claim.
- 9. In the event of a valid claim by the Customer under Section 7 in the DELIVERY Clause, ICC will at its option replace or repair the Hardware Product at its own expense but will be under no other liability to the Customer with respect to such claim whether in contract or in tort. All Hardware Products (or any part) replaced by ICC will become the ICC's property upon replacement.
- 10. If the Customer fails to give notice in accordance with Section 7 of the DELIVERY Clause, the Customer will be deemed to have accepted the Hardware Products, the Hardware Products will be deemed to be in accordance with the Contract and the Customer will be bound to pay for the Hardware Products.

Returns and Cancellations

ICC Returns Procedure and Cancellation Policy

RETURNS PROCEDURE

If the Customer's product fails during the warranty period and the suggestions in the product documentation do not solve the problem, the Customer must do the following, in the stated order, in order to receive support:

1. The Customer must Fill in an RMA form at by clicking on the RMA button in the footer of the website
2. Before telephoning ICC, the Customer must disclose the following information:
 - a. Product Serial Number;
 - b. Model Number; and
 - c. Invoice number
3. The Customer must then telephone ICC's offices in Wetherby 01937-840420
4. Once the RMA has been approved, the Customer must then raise a PO with ICC.
5. Once the RMA has been approved, the Customer will then ship the Hardware Product to ICC with a copy of the RMA email sent by ICC to the Customer and all of the original Hard Products inclusive in the original invoice.
6. The Customer must clearly write the RMA number on the outside of the packaging when returning the Hardware Product to ICC. Failure to do so will result in ICC not accepting any liability for damages caused to the Hardware Product.
7. The Customer is responsible for the loss of shipment, logistics and insurances involved when shipping the Hardware Product to ICC.
8. ICC will not accept liability to any loss or damage incurred during the delivery process, inclusive of shipping and delivery to ICC.
9. The Customer must use an ICC-certified courier, solely inclusive of the following:
 - a. TNT Holdings B.V. trading as TNT Express
 - b. UK – UPS Limited trading as

- o c. Parcellforce Worldwide trading as Parcellforce
- 10. All Hardware Products that have undergone an RMA application must be returned to ICC within fourteen (14) days of RMA.
- 11. If the customer does not return the Hardware Product that has undergone the RMA process to ICC, ICC will credit the account provided by the Customer on the PO for the amount stated on the PO.

CANCELLATION OF ORDER POLICY

The European Consumer Protection (Distance Selling) Regulations 2000 states that the Customer has the right to return any products for any reason within 7 days of purchase beginning the day after the day on which the item is delivered.

1. In order for ICC to accept the cancellation, ICC must be informed in writing either by letter, fax or email and will not accept cancellation via telephone.
2. The Customer must take reasonable care of the Hardware Products.
3. The Customer must not open the packaging that the Hardware Product was shipped in.
4. If the Customer is found to have opened to the packaging that the Hardware Product was shipped in, Customer will be subject to a minimum twenty per cent (20%) handling /restocking fee.
5. If the Customer is found to have ordered incorrectly, ICC reserves the right to charge the Customer a minimum twenty per cent (20%) handling /restocking fee.
6. The packaging of the returning cancelled Hardware Products must be in pristine condition otherwise the Customer will be subject to a minimum 20% handling /restocking fee.
7. Returned Hardware Products must be accompanied by all of the original paperwork.
8. The logistic and insurance costs of returning the cancelled Hardware Product to ICC will be the responsibility of the Customer.

Warranty Statement

ICC Warranty Statement

(ICC) has total confidence in the Hardware Products that it supplies but from time to time it understands there will be an occasion when the Customer may need to return stock. If this does happen please be aware of the information below and inform ICC accordingly:

DEFINITIONS

In this warranty statement the following words have the meaning given:

1. "Business Day" means any day other than a Saturday, Sunday or a public or bank holiday in England, Wales, Scotland or Northern Ireland;
2. "Hardware Product" means the products ordered by the Customer from ICC in an Order accepted by ICC;
3. "ICC" means ICC Northern UK Ltd It is a corporation organized and existing under the laws of the England and Wales, and every company which is, for the time being, a subsidiary (as defined in the Companies Act 1985) of that company or holding company (as defined in the Companies Act 1985) of that company or a subsidiary of such holding company;
4. "Customer" means the person, firm or company ordering from ICC or ICC's agent or broker. In addition, a customer is any buyer of the ICC's product for resale who purchases from or through a wholesaler or other intermediate reseller;
5. "RMA" is an abbreviation for 'Return Merchandise Authorisation', which is a part of the process of returning a Hardware Product in order to receive a refund, replacement, or repair during either:
 - o a. the Hardware Product's warranty period;

- o b. or within the period specified under The Consumer Protection (Distance Selling) Regulations 2000.

The purchaser of the product must contact the manufacturer (or distributor or retailer) to obtain authorization to return the product. The resulting RMA or RGA number must be displayed on or included in the returned product's packaging; no returns are accepted without this number.

1. All other words and expressions are to be given their normal English meaning taken in the context of this Warranty Statement. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.
2. Any reference to a clause shall mean a clause of this Warranty Statement unless otherwise stated.
3. The use of headings in this Warranty Statement shall be for convenience only and shall not affect the interpretation of this Warranty Statement.
4. Reference to any statute or statutory provision or any other regulation includes any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

GENERAL TERMS

This ICC Warranty gives the Customer express limited warranty rights from ICC for the duration specified on the original invoice/sales order.

1. ICC MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND ICC EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS WARRANTY.
2. Under this Warranty, products purchased in England and Wales by the Customer may be transferred to another country or region, however, the warranty will not be transferred without express permission from ICC.
3. This Warranty applies only to Hardware Products sold by ICC
4. The term "Hardware Product" DOES NOT include any software applications, firmware, programs or non-ICC-sold products.
5. ICC guarantees that the Hardware Products that the Customer has purchased or leased from ICC are free from defects in materials or workmanship under normal use during the Warranty Period. The Warranty Period starts on the date of purchase or lease from ICC. The Customer's dated sales or delivery receipt, showing the date of purchase or lease of the product, is the Customer's proof of the purchase or lease date. The Customer will be required to provide proof of purchase or lease as a condition of receiving warranty service.
6. The Customer is entitled to hardware warranty service according to the terms and conditions of this document if a repair to the Hardware Product is required within the Warranty Period.
7. ICC may repair or replace the Hardware Products:
 - o a. with new or previously used products or parts equivalent to new in performance and reliability, or
 - o b. with equivalent products to an original product that has been discontinued.
8. Replacement parts are warranted to be free from defects in material or workmanship for thirty (30) days or, for the remainder of the Warranty Period of the Hardware Product they are replacing or in which they are installed, whichever is longer.
9. ICC will, at its sole discretion, repair or replace any component or hardware product that manifests a defect in materials or workmanship during the Warranty Period. All component parts or hardware products removed under this Warranty become the property of ICC. In the unlikely event that the Customer's Hardware Product has recurring failures, ICC at its sole discretion, may elect to provide the Customer with:
 - o a. a replacement unit selected by ICC that is the same or equivalent to the Customer's Hardware Product in performance; or

- o b. to give the Customer a refund of the Customer's purchase price or lease payments (less interest) instead of a replacement.

EXTENT OF WARRANTY

ICC warrants to the Customer that the products will be free from defects in material and workmanship for the duration described on the invoice/sales order.

ICC does not warrant that the operation of any product will be uninterrupted or error free.

ICC's limited warranty covers only those defects that arise as a result of normal use of the product and does not cover any other problems, including those that arise as a result of:

1. improper maintenance or modification;
2. software, media parts or supplies not provided by ICC
3. operation outside the product's specifications; or
4. unauthorised modification or misuse.

If ICC receives, during the applicable warranty period, notice of a defect in any product which is covered by ICC's warranty, ICC shall either repair or replace the product, at ICC's option.

If ICC is unable to repair or replace, as applicable, a defective product which is covered by ICC's warranty, ICC shall, within a reasonable time after being notified of the defect, refund the purchase price of the product.

ICC may choose to repair, replace or refund defective products prior to the Customer returning the defective products to ICC. However, ICC will not be under any obligation to repair, replace or refund until the customer returns the defective product to ICC

Any replacement product may be either new or like-new, provided that it has functionality at least equal to that of the product being replaced.

ICC's products may contain remanufactured parts, components, or materials equivalent to new in performance.

ICC's Limited Warranty Statement is valid in any country where the covered ICC product is distributed by ICC.

Where there is a manufacturer's warranty set out in the product documentation then the warranty will remain with the manufacturer and therefore the Customer will deal directly with the manufacturer or one of their authorised service centres. ICC accepts no responsibility for any losses incurred when the Customer deals with the manufacturer in accordance with their warranty terms.

LIMITATIONS OF WARRANTY

To the extent allowed by local law, neither ICC nor its third-party suppliers makes any other warranty or condition of any kind, whether express or implied warranties or conditions of merchantability, satisfactory quality, and fitness for a purpose.

LIMITATIONS OF LIABILITY

To the extent allowed by the Law of England and Wales, the remedies provided in this Limited Warranty Statement are the customer's sole and exclusive remedies.

To the extent allowed by the law of England and Wales, except for the obligations specifically set forth in this warranty, in no event shall ICC or its third-party suppliers be liable for direct, indirect, special, incidental or consequential damages, whether based on contract, tort, or any other legal theory and whether advised of the possibility of such damages.

If the customer's hardware product fails to work as warranted above, the maximum liability of ICC under this warranty is expressly limited to the lesser of the price the customer has paid for the product or the cost of repair or replacement of any hardware components that malfunction in conditions of normal use.

Except as indicated above, in no event will ICC be liable for any damages caused by the product or the failure of the product to perform, including any lost profits or savings or special, incidental, or consequential damages. ICC is not liable for any claim made by a third party or made by a customer for a third party.

This limitation of liability applies whether damages are sought, or a claim made, under this warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation of liability cannot be waived or amended by any person. This limitation of liability will be effective even if you have advised ICC or an authorised representative of ICC of the possibility of any such damages. This limitation of liability, however, will not apply to claims for personal injury.

GOVERNING LAW

The parties submit all their disputes arising out of or in connection with this warranty to the exclusive jurisdiction of the Courts of England and Wales.

ITEM SHORTAGES / DAMAGED ITEMS

In the unlikely event that ICC have short shipped any Hardware Product or the Hardware Product has arrived damaged, the Customer must inform ICC in writing by letter, fax or email.

ICC will not accept notice of Hardware Product shortages or damaged Hardware Product by telephone. If the Hardware Product is damaged on receipt and this damage is visible the Customer should always sign for the delivery as "DAMAGED" on the courier's delivery document. Once ICC has received the damaged Product Hardware into ICC's warehouse, ICC will either issue a replacement if available or a like for like alternative.

Any notifications must be reported within 7 days of the receiving the Hardware Product by the Customer to ICC. Any notifications after this period will NOT be accept liability for damage or product shortage.

EXCLUSIONS

ICC does not warrant that the operation of this Hardware Product will be uninterrupted or error-free. ICC is not responsible for damage that occurs because of the customer's failure to follow the instructions intended for the hardware product.

This Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective:

1. because of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes;
2. by operation outside the usage parameters stated in the user documentation that shipped with the product;

3. by software, interfacing, parts or supplies not supplied by ICC;
4. improper site preparation or maintenance;
5. virus infection;
6. loss or damage in transit; or
7. by modification or service by anyone other than
 - o a. ICC or
 - o b. the Customer's own installation of end-user replaceable Manufacturer or Manufacturer-approved parts if available for your Hardware Product.
8. Hardware Products that includes a rechargeable battery ICC warrants that battery will be free from defects in material and workmanship for a period, which is stated on the original invoice/sales order from the date of purchase of the Hardware Product that uses the battery. As with all batteries, the maximum capacity of the battery included in the Hardware Product will decrease with time or use. The battery warranty does not cover changes in battery capacity. The Customer's battery is only warranted from defects in materials or workmanship resulting in failure. To determine whether the Customer's battery has had a warranted failure, the Customer may be required to run a diagnostic test. Battery life is not warranted and will vary depending on Hardware Product configuration and usage, including but not limited to product model, applications running, power management settings, and product features.

BACKING UP DATA

The customer should make periodic backup copies of the data stored on the customer's hard drive or other storage devices as a precaution against possible failures, alteration, or loss of the data. Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information. ICC is not responsible for damage to or loss of any programs, data, or removable storage media. ICC is not responsible for the restoration or reinstallation of any programs or data other than software installed by the manufacturer when the product is manufactured.

ICC is not responsible for any interoperability or compatibility issues that may arise when:

1. products, software, or options not supported by the Hardware Product are used
2. configurations not supported by the Hardware Product are used; or
3. parts intended for one system are installed in another system of different make or model

EXCLUSIVE REMEDY

To the extent allowed by the laws of England and Wales, this warranty statement constitutes the complete and exclusive Warranty agreement between the Customer and ICC regarding the Hardware Product the Customer has purchased or leased. This Warranty Statement supersedes any prior agreements or representations—including representations made in the manufacturers sales literature or advice given to you by ICC or an agent or employee of ICC that may have been made in connection with the customer's purchase or lease of the hardware product.

1. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorised representative of ICC.

WARRANTY PERIOD

The Warranty Period for the Hardware Product is a specified, fixed period commencing on the date of purchase and specified on the product description page. The date on your sales receipt is the date of purchase unless ICC or your reseller informs you otherwise in writing.

ADVANCED UNIT REPLACEMENT WARRANTY SERVICE

The Customer's ICC Warranty does not include an advanced unit replacement warranty service. However, ICC, at its sole discretion, may elect to provide the Customer with Advanced Unit Replacement Warranty Services.

Under the terms of the advanced unit replacement warranty service, ICC may choose to ship a replacement unit directly to the Customer if the Hardware Product the Customer purchased is diagnosed as defective.

On receiving the replacement unit, the Customer will be required to return the defective unit back to ICC, within a defined period of fourteen (14) working days.

ICC will incur all shipping and insurance costs to return the defective unit to ICC providing the Customer has not breached this Warranty Statement. Failure to return the defective unit will result in ICC billing the customer for the replacement unit.

ON-SITE WARRANTY SERVICE

The Customer's ICC Warranty does not include an on-site warranty service.

RETURN-TO-BASE WARRANTY SERVICE

The Customer's ICC Warranty includes a Return-to-Base (RTB) warranty service. Under the terms of the RTB service, the customer will be required to ship the Customer's Hardware Product to an authorised service location for warranty repair. The Customer must prepay any shipping charges, taxes, or duties associated with transportation of the product to the repair location. In addition, the customer is responsible for insuring any product the customer ships, and the customer assumes risk of loss during shipping. ICC will return the repaired product to the customer and incur all logistics and insurance costs to return the product to the customer, providing that;

1. the Customer has not breached this Limited Warranty;
2. the Customer is based within the United Kingdom; and
3. the returning Hardware product is found to be faulty within the realms of this Warranty Statement

If the Customer's address is outside of the United Kingdom, the Customer will incur both the costs of logistics and insurance to and from ICC.