

## AGREED TERMS

### 1. About us

**1.1 Company details.** Elite Digital Ltd (company number 12337350) (**we, us and our**), is a company registered in England and our registered office is at The Elsie Whiteley Innovation Centre, Hopwood Lane, West Yorkshire, HX1 5ER offering for sale a variety of thermal cameras (**Goods**) as detailed on our website [goelitedigital.co.uk](http://goelitedigital.co.uk) (**Website**).

**1.2 Contacting us.** To contact us telephone our customer service team at 01422 399422 or email [info@goelitedigital.co.uk](mailto:info@goelitedigital.co.uk)

### 2. By using our Site you accept these terms

**2.1** By using our Site, you confirm that you accept these terms and that you agree to comply with them.

**2.2** If you do not agree to these terms, you must not use our site.

**2.3** We recommend that you print a copy of these terms for future reference.

### 3. There are other terms that may apply to you

**3.1** These terms of use refer to the following additional terms, which also apply to your use of our Site:

- Privacy Policy; and
- Our Cookie Policy

### 4. Placing an order and its acceptance

**4.1 Placing your order.** Please email us to place an order. Each order is an offer by you to buy the Goods specified in the order subject to these Terms.

**4.2 Accepting your order.** Our acceptance of your order takes place when we send you an email confirming your order, at which point the Contract between you and us will come into existence and shall be governed by the Terms of Sale.

**4.3 If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order.

## **5. Our goods**

- 5.1** The images of the Goods on our site are for illustrative purposes only.
- 5.2** We take the greatest care in the presentation and description of the products in order to provide you with the best possible information. However, some non-substantial errors may appear on the Websites, which you acknowledge and agree to.
- 5.3** We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

## **6. Price of goods and delivery charges**

- 6.1** The prices of the Goods will be as quoted on our site at the time you submit your order. We use our best efforts to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause **8.6** for what happens if we discover an error in the price of Goods you ordered.
- 6.2** Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 6.3** The price of Goods excludes goods tax (where applicable) at the applicable current rate.
- 6.4** You will also be liable for any custom tax or import tax as calculated by the relevant agency.
- 6.5** The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order. To check relevant delivery charges, please email us.
- 6.6** We sell a number of Goods through our Site. It is always possible that, despite our best efforts, some of the Goods on our Site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- (a) where the Goods' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you; and
  - (b) if the Goods' correct price is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been

recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

## **7. Our liability: your attention is particularly drawn to this clause**

**7.1** We only supply the Goods for your personal use, and you agree not to use the Goods for any resale purposes.

**7.2** Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) any other liability that cannot be limited or excluded by law.

**7.3** Subject to clause 10.2, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

**7.4** Subject to clause 10.2, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the price of the Goods.

**7.5** Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

## **8. We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

**9. We may make changes to our site**

We may update and change our Site from time to time to reflect changes to our products, our users' needs and our business priorities.

**10. We may suspend or withdraw our site**

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

**11. We are not responsible for websites we link to**

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

**12. We are not responsible for errors or viruses**

We do not guarantee that our Site will be secure or free from errors, bugs or viruses and we exclude all liability in relation to these matters.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

**13. General**

**13.1 Assignment and transfer.**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

**13.2 Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

**13.3 Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

**13.4 Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**13.5 Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

**13.6 Governing law and jurisdiction.** This Contract is governed by the law of England and Wales and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the courts of England and Wales.