

IMPRO WEBSITE TERMS AND CONDITIONS OF USE

1. Impro website

1.1 This website is operated by Procurement International Ltd (registered number 1438722) whose registered office is at Victory House, 17-19 Marino Way, Hogwood Industrial Estate, Finchampstead, Berkshire, RG40 4RF, United Kingdom (“Procurement International Ltd”, “Procurement International”, “Procurement”, “we” or “us”).

1.2 PROCUREMENT INTERNATIONAL LTD IS A TRADE-ONLY DISTRIBUTOR OF CONSUMER MERCHANDISE AND PERIPHERALS TO COMMERCIAL CLIENTS, INCENTIVES, MOTIVATION AND LOYALTY SERVICE PROVIDERS AND SIMILAR COMMERCIAL ENTITIES.

1.3 This website is intended for use by Procurement’s customers and prospective customers (which may include sole traders and partnerships but in no event consumers or private individuals who intend to purchase products for personal use). Persons who place an order for Procurement’s products on this website are bound by Procurement’s terms and conditions of e Sales. Please review Procurement’s terms and conditions of Sales, before placing any order for Procurement’s products through this website.

1.4 We provide access to and use of the Procurement’s website (“the website”) subject to the

following terms and conditions which may be updated by us without notice to you. BY USING

THE WEBSITE YOU WILL BE DEEMED TO HAVE ACCEPTED THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS PLEASE CEASE USING THE WEBSITE.

2. Definitions

“Impro” means the Procurement’s internet website, accessed through the addresses www.impro-int.com. “Procurement Limited” means Procurement Limited, Victory House, 17-19 Marino Way, Hogwood Industrial Estate, Finchampstead, and Berkshire, RG40 4RF, United Kingdom “Client” means the company, with whom Procurement Limited has an established trading relationship.

“User means the person who is employed by the Client and who accesses Impro on behalf of the Client

“Administrator” means the person who is employed and charged by the Client to administrate

and authorise users on behalf of the Client

“Products” means the products listed for sale on Impro, which can be purchased by the Client.

“Website terms and conditions of use” means the terms and conditions for access to the Procurement’s Impro system by the Client and its Users. “Terms and conditions of

supply” means the standard Procurement Limited trading terms and conditions of supply, which deal with the commercial and trading aspects between the Client and Procurement Limited.

3. Sale and Purchase

Procurement Limited shall sell and the Client shall purchase such quantities of the Products as may be ordered by the Client using Impro, upon terms and conditions of use and the standard terms and conditions of Sales.

4. Obligations of the Client

4.1 The Client will appoint the Impro “Administrator” named on the Impro authorisation form.

4.2 The Administrator shall be the person responsible for the use of the Impro on behalf of the Client.

4.3 The Client may change the person appointed to be the Administrator, either by using the on-line facility or by informing Procurement Limited in writing of the new identity of the Administrator.

4.4 The Client shall ensure that they meet all technical requirements of Impro access and that Procurement Limited shall not be liable for any losses which result due to technical

incompatibilities or system errors.

4.5 The Client shall take all reasonable steps to ensure that it’s authorised Administrator and Users shall not pass any user login details to third parties under any circumstances.

5. Obligations of the Administrator

5.1 The Administrator is obliged to carry out the following duties:

5.1.1 Authorisation, approval and access level setting of new and existing Users.

5.1.2 Removal, deletion and amendments of Users who have left the company or are deemed not to be fit to use Impro on behalf of the Client for any reason.

5.1.3 Ensuring that all Client company details held on Impro, including but not limited to postal and delivery addresses, are correct.

5.2 The Client acknowledges that it is solely responsible for the actions of the Administrator and the modifications made of any data.

6. Obligations of the User

6.1 the User must at all times be acting on behalf of the Client in any actions performed using Impro.

6.2 The User shall not pass any security details (such as, but not limited to usernames and passwords) to 3rd parties under any circumstances.

6.3 On ceasing to represent or be employed by the Client, the user shall not use any supplied login information relating to the Client for accessing Impro.

7. Security and Login

7.1 Impro login credentials comprise of three elements:

7.1.2 The User’s (unique within the Client) Username (company e-mail address).

7.1.3 The User's secret Password (Any alphanumeric combination).

7.2 The use of the login information indicates proof that the Client consents to orders and information placed by it or in its name.

7.3 The Client, the Administrator and the User will use all reasonable endeavours to ensure that the login information, especially the Password, remains confidential.

8. Licence

8.1 Procurement's grants you a non-exclusive licence to use this website subject to these terms and conditions.

8.2 Procurement's may terminate this licence at any time without notice to you.

8.3 Your access and/or use of the website constitutes your acceptance of these terms and conditions which apply to all pages on the website and for all entry points into the website.

9. Materials on the Website

9.1 All rights including those in copyright in the content of the website are owned by, licensed to or controlled for these purposes by Procurement ("the Content"). The Content includes, but is not limited to, the website's design, layout, look, appearance and graphics. It is protected by intellectual property laws including, but not limited to, copyright and trade mark laws. Accordingly, the Content may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your own private non-commercial use or for the furtherance of doing business with Procurement. Any other use requires written permission from Procurement.

9.2 The re-distribution, re-publication, or otherwise making available of the material on this website to third parties without the prior consent of Procurement's is prohibited.

9.3 Without limiting the foregoing, no part of the website may be distributed or copied for any commercial purpose, reproduced, transmitted or stored in any other website or other form of electronic retrieval system without prior permission from Procurement.

9.4 Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

10. Website Information

10.1 the information in this website is given in good faith and is subject to change without notice. Except to the extent expressly provided in Procurement's sales terms and conditions, if applicable, Procurement's is not responsible for any inaccuracies and (except as set out in clause 6.4) makes no representation and gives no warranty as to its accuracy.

10.2 The information in this website should not be relied on and does not constitute any form of advice or recommendation. By using this website, you confirm that you have not relied on any such information. Any arrangements made between you and any third party named or referred to on the website are entirely at your sole risk and responsibility.

10.3 The sales information on this website is an invitation to treat only and is not

intended to be nor should be construed as an offer to enter into a contractual relationship.

11. Linking

11.1 the website contains links to other websites. Any Content downloaded or otherwise obtained from the website is obtained at your own risk. Procurement's accepts no responsibility or liability for the content of other websites which are not under the strict control of Procurement. Any link is not intended to be, nor should it be construed as an endorsement of any kind by Procurement's of that other website.

11.2 You may not create a link to this website from another website or document without Procurement's prior written consent.

12. Liability

12.1 Except to the extent expressly provided in Procurement's sales terms and conditions, if applicable, Procurement's makes no warranty, express or implied, or representation whatsoever regarding the website or the Content or any advertising, services or products provided through or in connection with the website.

12.2 Procurement's does not guarantee that use of this website will be compatible with all hardware and software which may be used by visitors to the site.

12.3 Procurement's will be under no liability to you whatsoever whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the use of this website or the use, accessing, downloading or relying on any information or other materials contained in this website, including, without limitation, as a result of any computer virus or any malicious computer code.

12.4 These terms and conditions do not exclude Procurement's liability (if any) to you for personal injury or death resulting from Procurement's negligence, for fraud or for any matter which it would be illegal for Procurement's to exclude or to attempt to exclude its liability.

14. Viruses

15.1 Procurement's does not warrant that the website or access to it will be error-free or that the website or the servers that make it available will be free of viruses or bugs or other malicious code.

15. User Conduct - Security

16.1 You agree not to:

16.1.1 disrupt or interfere with the security of, or otherwise abuse, the website, or any services, system resources, accounts, servers or networks connected to or accessible through the website or affiliated or linked websites;

16.1.2 disrupt or interfere with any other user's enjoyment of the website or affiliated or linked websites; and

16.1.3 transmit through website spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailing.

16.1.4 You agree that you will not upload or attempt to upload, post or otherwise transmit on the website any Content of any sort including without limitation any defamatory, obscene or unlawful content or content which would otherwise infringe any third party rights or be likely to cause offence.

16.2 You agree to indemnify and hold harmless Procurement's for any breach by you of these obligations as set out under this Clause 10.

16.3 Procurement will issue existing account holders with a valid user name and password for use on the website to view their account information. You are responsible for your user name and password. An account holder's user name and password are for the account holders use only and may not be shared with or disclosed to anyone else.

16.4 Once you become an account holder, you agree not to use the user name or password of any other account holder or permit any other account holder to use your user name and/or password at any time. You agree to notify Procurement immediately by telephoning the IT Manager or emailing impro@Procurement.ltd.uk if you know or have any reason to suspect that the security of your user name and/or password has been breached.

17. General Provisions

17.1 If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any jurisdiction in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable it shall be severed and deleted from these Terms and Conditions and the resultant Terms and Conditions shall remain in full force and effect.

18. Jurisdiction and acceptance of these terms and conditions

18.1 this website is controlled and operated by Procurement from its offices in England. The formation, existence, construction, performance, validity in all aspects whatsoever of these terms and conditions or of any term of these terms and conditions or any dispute in relation to the materials contained in this website shall be governed by English law. The English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these terms and conditions or use of the website.

Your continued use of this website indicates your acceptance of these terms and conditions.

ALL GOODS AND SERVICES SUPPLIED BY PROCUREMENT INTERNATIONAL LIMITED ARE SOLD SUBJECT TO THE FOLLOWING CONDITIONS.

1. DEFINITIONS

- a) "Buyer" means the person who buys or agrees to buy the goods from the seller.
- b) "Seller" means Procurement International Limited.
- c) "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- d) "Delivery Date" means the date specified by the Seller when the goods are to be delivered.
- e) "Goods" means the articles and/or services which the Buyer agrees to buy from the Seller.
- f) "Price" means the price for the goods excluding carriage, packing, insurance and V.A.T.

2. SCOPE OF THIS AGREEMENT

- a) The conditions shall apply to all contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer submits under any purchase order, confirmation or similar document.
- b) All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- c) Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless expressly agreed in writing by the Seller.

3. THE PRICE AND PAYMENTS

- a) The Price is current and unless stated otherwise, the Seller expects to guarantee quoted prices for a period of six months, except for periods of currency fluctuations or supplier price fluctuations that have a marked effect on the source price of the product. In these circumstances, the Seller reserves the right to amend the price immediately. Thereafter all prices are subject to change/review and the actual price shall be the price which is current at the time of invoice. The price is exclusive of V.A.T., which shall be due at the rate ruling on the date of the Seller's invoice.
- b) Payment of the Price and V.A.T. shall be due on the date shown on the invoice or within thirty days of the date of the invoice and time for payment shall be of the essence.
- c) The Seller reserves the right to set-off on any account, so that monies owed to the company by the Buyer can be offset against any monies owed by the Seller to the Buyer.
- d) Unless otherwise agreed in writing by the Seller all invoices under £100 net invoice value excluding V.A.T. will be subject to a minimum order handling charge.
- e) It is an essential condition of the Seller's agreement to supply the Buyer that the Buyer will pay cleared funds on time. If the Buyer fails to do so, the Seller is entitled without liability to treat as at an end any other outstanding contract existing between the Seller and Buyer. This means that the Seller is not obliged to make any further supplies even if the Seller has already accepted an order.
- f) This also means that any rebates agreed will become null and void.

4. THE GOODS: In the event that the goods described in the Sellers quotation being discontinued or unavailable for supply, the Seller reserves the right to offer a suitable alternative in price and specification without liability.

5. WARRANTIES AND LIABILITIES: The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose merchantability or condition of the Goods and whether implied by Statute or common law or otherwise are excluded.

6. DELIVERY OF THE GOODS: Any delivery dates are estimates only and are given in good faith. The Seller will make every effort to adhere to them but does not guarantee delivery dates. The Seller does not accept liability for failure to supply or to deliver within the period quoted. The

Seller shall be entitled to make partial deliveries or deliveries by instalments and these conditions shall apply to each such delivery. In the event that the Seller is prevented or delayed from delivering the Goods due to causes beyond its control including but not limited to shortages of material, civil commotion, accident, strikes, lockouts, acts of God, or any restriction imposed by the Government or any other authority, it shall be entitled to postpone delivery for a period of 30 days, provided that should such a cause continue beyond 30 days the Purchaser shall be entitled to cancel the order upon giving the Seller written notice and the Seller shall not be liable for breach of Contract or otherwise for such failure to make or delay in delivery.

7. ACCEPTANCE OF THE GOODS: The Buyer shall be deemed to have accepted the Goods after delivery to the Buyer or the Buyers nominated delivery address and after acceptance the Buyer shall not be entitled to reject goods which are not in accordance with the Contract.

8. TITLE AND RISK: The Goods shall be at the Buyers risk as from the time of delivery. This means that the Buyer is solely responsible for their custody, maintenance and insurance. In spite of delivery having been made properly the Goods shall not pass from the Seller until: -

- a) The Buyer shall have paid the price plus applicable V.A.T. in full
- b) No other sums whatever shall be due from the Buyer to the Seller.

If full payment is not made on the due date or the Buyer shall fail to pay the sums outstanding under any other Contract the Seller shall have the right without prior notice to retake possession of the whole or any part of the Goods and for that purpose to enter the Buyer's or a third party's premises, to terminate any other order or Contract for the sale of Goods, to hold up the delivery of any instalment of the Goods, to exercise the right of lien or sale over the property of the Buyer in the Seller's possession and to exercise the right of stoppage in transit without prejudice to any other remedy the Seller may have.

9. PRICE STABILITY / MERCHANDISE AVAILABILITY

- a) Unless stated otherwise the Seller expects to guarantee quoted prices for a period of six months, except for periods of currency fluctuations or supplier price fluctuations that have a marked effect on the source price of the product. In these circumstances, the Seller reserves the right to amend the price immediately. Thereafter all prices are subject to review in line with any manufacturer or postal/carrier price change.
- b) All merchandise is quoted subject to availability. If the Buyer provides a forecast of requirements, the Seller will advise the manufacturer and where possible may reserve stock.
- c) Special considerations are often necessary during the run-up to Christmas and for any promotions which are to redeem over this period extra liaison should be made with our Sales Department.

10.1 GOODS DAMAGED ON ARRIVAL

- a) In the event that goods supplied arrive damaged on receipt the Receiver should where possible refuse delivery or the Seller should be notified within 2 working days of receipt of delivery.
- b) The Seller may arrange to have the goods collected from the Receiver and a replacement or credit will be processed.

10.2 FAULTY/DEFECTIVE GOODS WITHIN 30 DAYS OF RECEIPT

- a) In the event that goods supplied become faulty within 30 days of receipt, the Seller may arrange to have the goods collected.
- b) The goods must remain in the original packaging, accompanied by all accessories and documentation as originally supplied.
- c) The faulty goods may be returned to the original Supplier for replacement or repair and thereon returned to the Participant/Customer.

10.3 FAULTY/DEFECTIVE GOODS OUTSIDE 30 DAYS OF RECEIPT

- a) In the event that goods supplied become faulty outside 30 days of receipt, the process will be in line with the Manufacturer's Warranty.
- b) The Seller may provide the Receiver with the Manufacturer's Warranty contact details together with a Proof of Purchase document.
- c) The Seller may if deemed necessary arrange to have the item returned for repair/replacement under the terms of the Manufacturer. A collection cost may be applicable.
- d) **(Please note some manufacturers i.e. Apple / Kettler & Bosch will deal directly with recipient to arrange repair/replacement, so please call to check with us before taking action)**

10.4 BUYERS REMORSE – UNWANTED GOODS

- a) In the event that goods are unwanted, the Receiver may return the goods to the Seller within 30 days of receipt.
- b) The goods must be in a pristine re-saleable condition, unused and with any security tags in place.
- c) Once received and inspected as good for stock a credit will be issued.
- d) Due to hygiene regulations, ear-rings and in ear headphones are non-returnable.

10.5 GOODS RETURNED AS UNDELIVERED

- a) In the event that goods are returned by the Courier as undelivered, the goods will be returned to stock and an automatic credit will be raised

11. CARRIAGE AND PACKING

- a) Individual carriage and packing charges cover: - Order handling; Mailing carton; Packaging materials; Postal/Carriage charges; In-transit insurance; Customer service support
- b) A full address including a named recipient, postcode and a telephone number is required.
- c) Unless otherwise agreed in writing all courier despatches over £50 and/or over 2kg will require a signature upon delivery. All mail deliveries under £50 and below 2kg will not be tracked unless requested.
- d) Direct despatch and carriage charges quoted are based on our standard packaging and delivery services, if subsequently any order requires specialised packaging or delivery the Seller will be pleased to quote on a case by case basis.

12. PROPER LAW: This Contract is subject to the law of England and Wales.

NOTHING IN THESE CONDITIONS SHALL AFFECT THE STATUTORY RIGHTS OF THE CONSUMER UNDER THE UNFAIR CONTRACT TERMS ACT 1977, THE SALE OF GOODS ACT 1979, AND THE SALE & SUPPLY OF GOODS TO CONSUMERS REGULATIONS 2002.