

# Terms and Conditions of Sale

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on this website. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

## 1. Information about us

1.1 This site is operated by Exertis (UK) Ltd, a company registered in England and Wales under company number 1511931 and with our registered office at Technology House, Magnesium Way, Hapton, Burnley, Lancashire. BB12 7BF. Our VAT number is GB864438791 .

This site is operated on behalf of SONY MOBILE COMMUNICATIONS AB, 221 88, Lund, Sweden.

## 2. Your status

By placing an order through our site, you warrant that:

(a) you are legally capable of entering into binding contracts

(b) you are resident in the United Kingdom

## 3. How the contract is formed between you and us

3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order and containing an Order Reference Number and details of the Product(s) you have ordered. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched ("Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation. The parties to a Contract are you and Exertis (UK) Ltd.

3.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

## 4. Consumer rights

4.1 You may cancel an Order at any time within fourteen working days, beginning on the day after you received the Products. It is your responsibility to take reasonable care of the Products. The Products must be in the best possible condition and with their original, undamaged packaging along with any manuals, accessories, free items and any other components. The Products must not have been used or installed or had any data inputted. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 8 below). "Working days" means all days other than Saturdays, Sundays and public holidays.

4.2 To cancel an Order, you should contact the Customer Support Team at <https://www.trade-inredemption.sonymobile.com/support>. You will then be informed of details regarding the return of the Product(s) and how you should return these to us. You have a legal obligation to take reasonable care of the

Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

4.3 Details of how to exercise your right to cancel your order are provided in the Despatch Confirmation email. This provision does not affect your other statutory rights as a consumer.

## **5. Availability and delivery**

5.1 The following conditions apply:

- a) Delivery will be made to the UK only via a next working day, 48hr or 72hr delivery service (dependant on postcode area). Orders will be despatched within 30 days of placing your order (subject to stock availability. You will be notified in this instance).
- b) Shipment will be made via courier and is only available Monday to Friday, generally between the hours of 08:00am to 18:00pm.
- c) There must be someone present at the delivery address as a signature is required on receipt of goods.
- d) Weekend and bank holiday deliveries are not available.
- e) Parcels cannot be left in a safe place or with a neighbour for insurance purposes.
- f) Parcels received with visible damage, must be signed for as such, or it may invalidate your claim. Damages must be reported within 24 hours via our support contact form (<https://www.trade-inredemption.sonymobile.com/support> -).
- g) On your delivery day, you will receive an email notification confirming your courier tracking details along with a link to our courier's website. Here you will be able to track and rearrange your delivery if required.
- h) If there is no one available to take receipt of your order on your delivery date, our courier will aim to reattempt delivery on the following working day. Please note, should the second attempt fail your item will be returned to us automatically and your order cancelled. In these circumstances please contact us urgently via our support contact number 0845 0130388.
- i) If you require any further assistance, please contact us via our support contact form (<https://www.trade-inredemption.sonymobile.com/support>).
- j) Please note where an additional card payment is made, your order must be shipped to the billing address associated with your payment card.

5.2. In addition, please note the following shipping information for Television orders (55" screen size & above only) applies: -

- a) Delivery will be made to UK Mainland areas only.
- b) Delivery will be made via a specialised TV delivery courier service and we will contact you upon processing of your order to arrange a suitable delivery day.
- c) Delivery will be available Monday to Friday only.
- d) Delivery will be made to the ground floor of your property only.
- e) Please note if any additional shipping restrictions apply, which may be dependent on your shipping address, we will notify you upon receipt of your order.

5.2 Once you have placed an order, we will process the order to the point of Delivery.

5.4 We will deliver the Products to the premises you specify. We will not deliver the Products to your premises unless there is someone present to accept them. Delivery of the Products does not include installation.

## **6. Risk and title**

6.1 The Products will be your responsibility from the time of delivery.

6.2 Ownership of the Products will only pass to you on the later of either delivery or when we receive full payment of all sums due in respect of the Products, including delivery charges.

## 7. Price and payment

7.1 The price of the Products will be as quoted on our site from time to time, except in cases of obvious error. The price quoted on the site for Products does not include delivery charges.

7.2 Product prices include VAT. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

7.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

7.4 It is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that we are rejecting it.

7.5 If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.

7.6 Save as set out in 7.7, payment for all Products must be by credit or debit card and is collected by Exertis (UK) Ltd. We accept payment with Visa Debit, Visa Credit, Visa, MasterCard and Maestro cards. Your credit or debit card will be charged at or shortly after the time you place your order.

### 7.7 SONY VOUCHER CLAUSE

Upon registration of your Sony Voucher redemption account, your Sony Vouchers will be available for use as payment or part payment towards products as are currently available on the Sony Redemption Portal.

To use your Sony Voucher as payment towards your purchase order, the following points will apply:-

- a) You must be logged into your Sony Redemption Account to view your available Voucher Balance and must hold a current balance of at least £0.01 to make a purchase.
- b) Voucher amounts can be used to make a purchase on the redemption portal and will be deducted from your total Voucher balance in order of their date of allocation to your redemption account.
- c) When placing an order, you will be required to utilise your entire current Voucher balance towards the total value of the item(s) being purchased. Please refer to the examples shown at point 7.7(f) for clarification on this point.
- d) Your Vouchers can be used to cover your shipping costs if there is sufficient Voucher balance available to cover your entire purchase in full, including shipping costs, in a single transaction.
- e) If you do not have enough Voucher balance available to purchase a higher priced item, you can make an additional payment (via Visa, Visa Debit, Mastercard and Maestro card payment methods only) for the difference between the outstanding amount and your Voucher balance. Please refer to the following examples: -
- f) Please Note - In the below two examples the customer holds a current Voucher balance of £200.

**Example 1** – Vouchers balance is less than the purchase price of item. Item to be purchased is £250 including shipping costs, the full Voucher amount of £200 would be allocated against the purchase price requiring an additional cash payment of £50 to be made.

**Example 2** – Voucher balance is more than the purchase price of item. Item to be purchased is £150 including shipping costs, the full amount of £150 in Voucher would be allocated towards the transaction, which would leave a remaining Voucher balance of £50 and no additional cash payment would be required. The remaining Voucher balance of £50 would then be subject to the expiry period limitation as detailed above at point 5.

## **8. Our returns policy**

8.1 If you return a Product to us:

(a) because you have cancelled the Contract between us within the fourteen-day cooling-off period (see clause 4.1 above), we will process the refund due to you as soon as possible after we receive the return delivery of the Product from you. In this case, we will refund the original payment value made in respect of the discounted price of the Product after your Sony Voucher was applied and less any delivery charges. It is your responsibility to return any product under this clause.

(b) for any other reason (for instance, because you have notified us in accordance with clause 18 that you do not agree to a change in these terms and conditions or in any of our policies, or because you consider that the Product is defective), we will examine the returned Product and will notify you of any applicable refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund.

8.2 Subject to clause 8.3 below, if you believe that a Product you have ordered from us is defective, you should contact the Customer Support Team found at <https://www.trade-in-redemption.sonymobile.com/support>. The Customer Support Team will advise you of the appropriate steps to take. If you notify us within 30 days of delivery of the Product that the Product is defective, you will have the option to select; a repair, an exchange or a refund. If a fault is found after 28 days of delivery of the Product, we will, at our discretion either repair or replace the Product and deliver the repaired or replacement Product to you, or provide a refund.

8.3 You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation. In all cases, we reserve the right to inspect the Product and verify the fault. For an exchange or refund, the product must be in an 'as new' condition and if possible with the original packaging.

8.4 We will usually make any refunds using the same method originally used by you to pay for your purchase. For the avoidance of doubt, Sony Voucher refunds will be refunded back to the Sony Redemption Account used to place the relevant order and your refunded Voucher amount will continue to have the originally allocated validity period as if this amount had not been redeemed by the cancelled order. x

8.5 We do not cover faults caused by misuse, neglect, physical damage, tampering or incorrect adjustment or normal wear and tear. Products sold on the site are intended for domestic use and not for commercial use or resale. Nor do we cover faults due to incorrect installation in your home. Please do not remove the serial number.

8.6 This Returns Policy does not affect your statutory rights.

## **9. Warranty**

9.1 We warrant to you that any Product purchased from us through our site will, on delivery and for the following 30 days, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

## **10. Our liability**

10.1 Nothing in this agreement excludes or limits our liability for:

- (a) death or personal injury caused by our negligence
- (b) fraud or fraudulent misrepresentation
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982
- (d) defective products under the Consumer Protection Act 1987
- (e) any deliberate breaches by us of these terms and conditions that would entitle you to terminate the Contract or
- (f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

10.2 Subject to clauses 10.1 and 10.3, if either of us fails to comply with these terms and conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these terms and conditions.

10.3 Subject to clause 10.1, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits
- (d) loss of anticipated savings
- (e) loss of data or
- (f) waste of management or office time.

However, this clause 10.3 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 10.3

## **11. Written communications**

11.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **12. Notices**

12.1 All notices given by you to us must be given to Exertis (UK) Ltd, Technology House, Magnesium Way, Hapton, Burnley, Lancashire. BB12 7BF

We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 11 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **13. Transfer of rights and obligations**

13.1 The Contract between you and us is binding on you and us and on our respective successors and assignees.

13.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

13.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at anytime during the term of the Contract.

#### **14. Events outside our control**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- (e) impossibility of the use of public or private telecommunications networks
- (f) the acts, decrees, legislation, regulations or restrictions of any government and
- (g) pandemic or epidemic.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

#### **15. Waiver**

15.1 If we fail, at anytime during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

15.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 above.

#### **16. Severability**

16.1 If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a Contract is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

#### **17. Entire agreement**

17.1 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

#### **18. Our right to vary these terms and conditions**

18.1 We have the right to revise and amend these terms and conditions from time to time.

18.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or

governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **19. The site**

19.1 We own or are licensed users of all intellectual property rights in the site and all material and content on the site. You may use this site and the materials and content on the site for personal, non-commercial use only. All other use or reproduction of the site or materials or content on the site is strictly prohibited.

19.2 The site is provided on an 'as is' and 'as available' basis without any representation made and we make no warranties of any kind, whether express or implied, in relation to the site. We make no warranty that the site will meet your requirements or will be uninterrupted, timely or error-free or that the site or the server that makes it available are free of viruses or bugs.

## **20. Data Protection**

20.1 Your data protection rights are set out in our Privacy Policy, available on this website.

## **21. Law and jurisdiction**

21.1 Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **22. Third party rights**

22.1 A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.