

CyberPowerPC Terms and Condition

1. Terms and Condition:

1.1 Buyer: The customer/company, who purchased the goods from us the "seller" and also to whom the goods are invoiced to.

1.2 Seller: Meaning NXPower (UK) LIMITED, the product manufacturer.

1.3 Terms and Conditions: This document that outlines the contract between the "seller" and the "buyer", which is agreed to at point of sale.

1.4 Contract: The contract between the "buyer" and "seller" which these terms and conditions relate to.

1.5 Goods: The product that you agreed to purchase, as given in the order confirmation.

1.6 Price: The price given on the order confirmation and also at the bottom of the invoice as agreed by the "buyer".

1.7 Order Confirmation: The document given from the "seller" to the "buyer" to show what products and services are included for the given price.

1.8 Hardware: The physical attributes of the product supplied by the "seller"

1.9 Software: The programs that require installation by the "buyer" and also require registered licences for this software to operate.

1.10 Estimated Delivery Time: The date on which the "seller" expects the product to be ready for dispatch to the "buyer"

1.11 Delivery date: The date on which the "seller" informs the "buyer" when our chosen courier service will deliver the purchased item to the "buyer".

1.12 Working Day: The working day is classed as any day between Monday to Friday, excluding the UK holidays and known public holidays.

1.13 RMA Number: Return Merchandise Authorisation number, obtained by a representative of the "seller" in case of goods returning.

1.14 Collect and Return: The "seller" organises a date to collect goods from the "buyer" at the "seller's" expense. This can only be between Monday to Friday.

1.15 User Damage: User damage is any damaged parts internal or external not reported within 48 hours of the initial delivery. User damage then becomes the responsibility of the "buyer"

1.16 EOL (End of Life): Parts that are no longer available or manufactured as new.

2.1 These Terms of Sale applies to all goods supplied by NXPower (UK) LIMITED, the "seller" whose registered business address is Unit 4 Queens Park, Team Valley Trading Estate, Gateshead, England, NE11 0QD.

2.2 This contact does not apply to anyone who has not received an order confirmation from the "seller", acknowledging the order which was placed. Not until this order confirmation has been sent to the "buyer", the "seller" and the "buyer" are in a legally binding contract.

2.3 The "seller" reserves the right to change the terms given in this contract for any future sales.

2.4 The "buyer" has the right to cancel this contract as detailed in section 7 of this contract.

3.1 The information given to the "seller" via the secure online payment service, and for the purposes of a purchase or potential purchase will be kept secure and handled in compliance with Data Protection Laws and processed only for the reasons set out in our Privacy Policy.

3.2 Where purchase of the Goods includes such set-up or support services, including but not limited to installation, re-building, maintenance, testing, troubleshooting and repair, the "seller" may have access to, be hosting or otherwise processing personal data of the "buyer". When the seller is hosting or accessing "buyer" personal data, then for the purposes of the Data Protection Legislation, the "buyer" is the data controller and the "seller" is the data processor.

3.3 In any event that the "seller" is the data processor of the "buyer" personal data, then the "buyer" shall:

a) instruct the "seller" of the scope, nature and purpose of processing by way of the order or otherwise in writing; the duration of the processing and the types of personal data and categories of data subject; and

b) ensure that it has all necessary appropriate lawful bases, consents and notices in place to enable lawful transfer of the personal data to the "seller" for the duration and purposes of the order.

3.4 Where the "seller" is a data processor, the "seller" shall:

a) Comply with all applicable requirements of the Data Protection Legislation. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

b) Process that personal data only on the documented instructions of the "buyer", including with regard to transfers of personal data to a third country or international organisation (unless the "seller" is required by any applicable laws to process the data, in which case it shall promptly notify the "buyer" of this before performing the processing required by the applicable laws, unless those applicable laws prohibit the "seller" from so notifying the "buyer").

c) Ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential.

d) Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

e) Appoint sub-processors of the buyer personal data; and shall enter into a written agreement with such sub-processors incorporating terms which are substantially the same as those set out in this clause 3. The "seller" shall remain fully liable for all acts and omissions of any sub-processor appointed by it pursuant to this clause 3.4(e), and the "buyer" acknowledges that the "seller" may make such appointments

f) Assist the "buyer" in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators

g) At the direction of the "buyer", delete or return personal data and copies thereof on completion of the services (unless required by applicable laws to store the personal data).

h) Maintain records to demonstrate its compliance with this clause 3 and allow for audits by the "buyer" or the "buyer's" designated auditor.

i) Notify the "buyer" on becoming aware of a personal data breach, or of any instruction by the "buyer" that the "seller" believes infringes the Data Protection Legislation.

3.5 The terms 'personal data', 'data controller', 'data processor', 'data breach', 'processing', 'data subject' and 'sub-processor' in this clause will have the same meanings as defined in the Data Protection Legislation.

4.1 The price that needs to be paid by the "buyer" will be shown on the website prior to you ordering the system.

4.2 In addition to the price of the purchase, you may need to also pay carriage prices for delivery. This will be shown before you place the order.

4.3 All final prices are shown on our website has the applicable VAT rate added onto them already, so the final price is inclusive of VAT @ the current rate.

4.4 If the goods are not available, or not in stock at time of ordering, the "seller" will inform you and a decision will be made to either change the goods for an equivalent model or a refund for the price of the goods will be given.

4.5 While we take every precaution so that our website prices are correct on a daily basis, sometimes they can be listed incorrectly. We will contact you as soon as we realise an error has occurred on the pricing and discuss this with you.

4.6 The description and price of goods is given on the website at the time you place the order. When you place the order, you agree to pay this price given.

4.7 Once the "goods" have been shipped, the "price" is final and no discounts can be added.

4.8 All product promotions such as giveaways, free hardware, free software, vouchers, game codes etc are entirely subject to availability. The "seller" reserves the right to amend or terminate any promotions at any time without notice.

4.9 The "seller" will always seek to fulfil and honour all active promotions but cannot be held liable by the "buyer" where promotions expire, discontinue, are terminated or become unavailable for any reason.

4.10 Where promotions become unavailable prior to orders being shipped the "seller" cannot be held liable or responsible. Where possible the "seller" will offer an alternative promotion should they be available and applicable but cannot be held liable where an alternative is not available.

5.1 Payment should be made by the means shown on the website at time of ordering.

6.1 The goods as listed in the order confirmation document shall be delivered to the original address given on the order form, and this address only.

6.2 The "seller" reserves the right to choose which courier is deemed most appropriate to deliver the goods.

6.3 The goods become property of the "buyer" once delivered to the given address by our courier service. The risk of loss and damage then is transferred to the "buyer", once signed for.

6.4 We will make every effort to honour an order within 5 WORKING days from the order being placed. If outside influence (i.e. Stock issues, Compatibility issues, General testing issues) arise and we cannot meet this timescale, then a representative shall call to discuss further options of different parts, or even cancellation of the order.

6.5 When you sign for the goods on delivery, you are accepting them as they are delivered. It is your responsibility to sign for them as damaged (if the goods are physically damaged) or unchecked (if you can't check them first) before the courier service leaves the premises. IT IS NORMAL PRACTICE WHEN RECEIVING GOODS TO SIGN FOR THEM AS DAMAGED IF ANY SIGNS OF MISHANDLEMENT IS EVIDENT. BY AGREEING TO THESE TERMS AND CONDITIONS THE "buyer" AGREES THAT THE LIABILITY OF DAMAGE IS RELEASED FROM THE COURIER AND PLACED ON THE "buyer" AS SOON AS THE DELIVERY SHEET IS SIGNED. ANY RESULTING REPAIR DUE TO DAMAGE THAT WAS NOT SIGNED FOR AS "DAMAGED/UNCHECKED", THE "buyer" MUST PAY FOR THE DAMAGED PARTS IF REQUIRED, AS THE COURIER INSURANCE IS VOID.

6.6 We can accept local collections of our goods if a representative is consulted first and tells you when you can call to collect. Please make sure you have valid identification with you (which states the invoice address and also your name) as you will be asked to provide this. You will also be required to sign and date our paperwork to prove you have been to collect your goods.

6.7 If you have items missing or receive incorrect items, you must inform the "seller" by phone (+44 03333-237776) or e-mail (sales@cyberpowersystem.co.uk) within 48 hours of receiving.

7.1 Where the "buyer" is purchasing as a consumer they have the right to cancel from the point of placing the order up to 14 calendar days from the date the products are received. The right to exercise a cancellation will expire after 14 days from the day on which the "buyer" acquires physical possession of the goods.

7.2 Upon receipt of the goods if the right to cancel is exercised, the "buyer" must have an approved RMA (Returns Merchandise Authorisation) Reference before returning the goods to the "seller". For the "buyer" to exercise their right to cancel, they must inform the "seller" of their decision to cancel the sales contract with a clear statement sent to the "seller" via letter, phone call, or email.

7.3 Where the "buyer" is purchasing as, for, or on behalf of a business clause 7.1 does not apply. Once placed, all business orders cannot be cancelled except at the discretion of the "seller". The "buyer" will be deemed to be placing a business order where orders are paid for by business bank account, business credit or debit card(s), the billing name and/or address is that of a business (or is requested to be changed to that of a business after the order is placed), or where a purchase order number has been provided.

7.4 Upon receipt by the "buyer" of their approved RMA number, the "buyer" must return all agreed products within 14 calendar days in the same condition they were received by the "buyer". This includes (but is not limited to) all original packaging, packaging contents, accessories, documentation and any other items. Where products are returned damaged, incomplete, or in any condition reasonably deemed unsuitable by the "seller", the "seller" reserves the right to make appropriate

deductions to refund amounts, not exceeding the sum of the direct costs to replace or recover products.

7.5 Services ordered by the "buyer" with the products which include (but are not limited to) premium delivery options will not be refunded except where agreed by the "seller".

7.6 The "buyer" must return the products at their own cost and their own risk. The "seller" recommends ensuring all products are returned using reputable courier companies, with all products fully insured, requiring a signature at the point of delivery.

7.7 The "buyer" acknowledges the potentially large, heavy nature of the products they are returning and hereby confirms their acceptance the postage or courier costs for returning these products may be expensive.

7.8 Where the "seller" shipped products to the "buyer" by pallet or other specialised delivery options, the "buyer" hereby confirms they will return products to the "seller" using the same method.

7.9 The "buyer" has a legal obligation to take reasonable care of the products whilst in their possession. Failure to comply with this legally obligated duty of care may lead to the "seller" having a right of action against the "buyer".

7.10 Upon receipt of the goods by the "seller" a refund will be issued to the "buyer" within 14 calendar days to the original payment method or unless otherwise agreed with the "seller".

8.1 Desktop PCs are covered under warranty by the "seller" for 2 years, commencing on the date the "buyer" received the PC. This warranty is limited to 2 years for parts. This warranty applies to all approved CyberPowerPC desktop PC systems purchased.

8.2 All hardware parts built into a Desktop PC system by the "seller" are covered for 2 years commencing on the date the "buyer" received the PC, excluding all peripheral items and accessories. Where any warranty labels or anti-tamper labels have been removed from products, or tampered with, this will void all warranty claims for that product.

8.3 All parts extracted as faulty from a repaired PC belong to the "seller".

8.4 The "seller" reserves the right, during warranty repairs and/or replacements, to use new and reconditioned components. The "seller" also reserves the right, where the original components are unavailable or deemed unsuitable, to use alternative or equivalent products. These products may not be of the same brand as the original components.

8.5 During warranty repairs or replacements for a system which has been modified with etching/engraving or another customisation service, the "seller" will not be liable to replace or replicate any previously provided customisations if a replacement or alternative part is required.

8.6 When returning all, or part, of an order, the "buyer" has a duty of care to ensure all returned items are securely packaged when returning to the "seller". This includes when the "seller" arranges collection or provided a returns label on behalf of the "buyer". It is strongly recommended the "buyer" uses the original packaging materials. Where the original packaging is unavailable, the "seller" may be able to provide replacement packing materials for a cost.

8.7 If a product is returned by the "buyer" and found to be packed inadequately, the "buyer" will be notified with an explanation of why the "seller" believes this has happened. The "seller" will also provide photo evidence to confirm where applicable, and for any use in insurance claims by the

"buyer". If a collection/return is organised by the "seller" neither the "seller" nor the courier service will be held responsible for any damage to returned product caused by poor or inadequate packing.

8.8 If the "buyer" sends a system back for warranty repair/replacement that has a software fault, the "buyer" may be charged by the "seller" to recover the system back to factory settings.

8.9 The "seller" cannot be held responsible for any loss of data, or need to remind you about backing up your data. Your data is your responsibility and you should take all necessary precautions to reinstate if a loss occurs.

8.10 If the "buyer" instructs a 3rd party organisation or individual to perform a repair/replacement on their system, then the warranty on the product could be void at the discretion of the "seller".

8.11 The "seller" cannot under any circumstances pay for 3rd party organisations or individuals to do any work on the product, even after it has already been completed. If you have any problems with the product, the "buyer" should inform the "seller".

8.12 The "seller" is not responsible or liable for any time spent by the "buyer" in setting up the "goods" or any time troubleshooting for problems with the "goods". This includes any time taken waiting for delivery or collection of the "goods" after purchase or warranty repair/replacement.

8.13 If the "buyer" returns a product in its entirety or just partly, then it must have a valid RMA number on the package provided by a NXPower (UK) LIMITED/ CyberPowerPC representative. Any products returned without a valid RMA number (or documentation) will be rejected. The "buyer" will not be able to claim back any costs on postage from the "seller" if a package is rejected.

8.14 The "buyer" is allowed under the terms of warranty to install 3rd party parts/software on the system, without voiding the warranty. However, the following terms must be adhered to:

a) If any components in the system are physically damaged due to being mishandled or the fitting of new components, the warranty will be void.

b) It is your responsibility to check that your new components are compatible with all aspects of your system. If any new components installed by yourself or a 3rd party cause issues with the system, the warranty will be void.

c) The "seller" has no legal obligation to provide support with installing or configuring the 3rd party components or software.

d) The "seller" has measures in place to be able to prove that parts have been moved or damaged by the "buyer".

e) If you install new hardware/software into your PC and everything is ok, then the warranty is still valid.

8.15 The "seller" will try to turn around any repair/replacement parts within a reasonable timeframe from the date receiving. In some "EOL (end of life)" cases, a part may need to be sent back to the original manufacturer or supplier for replacement as the "seller" cannot find a suitable replacement. This is unfortunately un-avoidable due to the part(s) no longer being manufactured.

8.16 Any claimants will need to pay shipping to the "seller" and also back to the "buyer" in case of warranty claims.

8.17 Any fair "wear and tear" claims are not valid under this warranty. New products will need to be purchased if faults have arisen due to wear and tear.

8.18 Any damage to the products (such as scratches or cracked PC cases) should be reported to the "seller" within 48 hours of receiving the goods, and have valid photo evidence showing this. If damage is not reported within this timeframe, the "buyer" must pay for a replacement part, or accept it as it is. This is classed as "user damage".

8.19 When a product's entirety or parts are replaced under warranty repair/replacement, the warranty term is not extended under any circumstance.

8.20 Accidental damage, misuse, problems with electrical power, servicing by 3rd parties, acts of god and usage not in accordance to product specifications (i.e. the "buyer" overclocking or misusing the system) shall not be covered under this warranty. This is classed as "user damage".

8.21 The "seller" will try their utmost to fix an issue back for warranty repair using information provided by the "buyer" previous to the RMA request. If no issue is found, the PC will be sent back and a charge may be applied as a 'No Fault Found' fee.

8.22 Where the "seller" is served a recall notice by any appropriate regulatory body with regards to any product or component supplied by the "seller", the "seller" shall expeditiously make all reasonable efforts to affect the return of all highlighted products as specified by the recall notice. This may include but is not limited to:

a) removing from sale all affected goods and products.

b) contacting all affected customers to advise them about the recall notice, reasons for it, and the action to be taken including arrangement of the return of the goods/product.

c) publishing a notice in a form and manner, i.e. social media and website posts, to inform affected and potential customers of the recall notice, advising of any action to be taken to facilitate the return of affected products/goods.

8.23 Where the "seller" is made aware of any voluntary product recalls in effect by any vendor, the "seller" shall:

a) remove from sale any affected stock as directed by the vendor.

b) work with the vendor to facilitate any consumer product returns as per the vendor's recall policy.

c) undertake any further action deemed necessary by the "seller", in addition to any action required by the vendor, to minimise consumer exposure.

9.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

9.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described

and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed]; and for defective products.

9.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

9.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.1 The "seller" cannot be held responsible for any typographical errors or omission on the website. This includes any pricing issues, product naming issues, product specification issues and product image changes.

10.2 All images on the website should be used as reference only, and do not represent the actual finalised build, colour or appearance.

10.3 Colours and styles may vary on our systems.

10.4 All website designs, layouts and image rights belong to the "seller" and/or the original manufacturer of the goods.

10.5 When supplied as B2B EEE the producer passes all WEEE obligations to the end user.

10.6 The FPS counter is a guide only and not representative of your final build.

If you are unclear about any of this warranty statement, have questions about certain aspects of it or notice any loopholes then please do not hesitate to contact us to discuss.

2. Return Policy:

Right of Withdrawal

You have the right to cancel this contract within fourteen days without giving any reasons. The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods, provided that you have ordered one or more goods as part of a uniform order and these are or are delivered uniformly. In order to exercise your right of withdrawal, you must inform us (NXPower (UK) LIMITED Unit 4 Queens Park, Team Valley Trading Estate, Gateshead, England, NE11 0QD, sales@cyberpowersystem.co.uk, telephone: +44 3333-237776) by means of a clear declaration (e.g. sent by letter or e-mail) about your decision to withdraw from this contract. You can use the attached sample cancellation form, although this is not mandatory. To meet the cancellation period, it is sufficient that you send the notification of your exercise of the right of withdrawal before the end of the withdrawal period.

Consequences of withdrawal

Consequences of withdrawal If you withdraw from this contract, we will have to pay you all payments we have received from you, including delivery costs (except for additional costs resulting from you choosing a different type of delivery than that offered by us), to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment we use the same payment method that you used in the original transaction, unless something different has been expressly agreed with you; under no circumstances will you be charged any fees as a result of this repayment. We may refuse repayment until we have received the goods back or until you have provided evidence that you have sent the goods back, whichever is the earlier. You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you notify us of your cancellation of this contract. The deadline is met if you send the goods before the 14 days' period has expired. You bear the direct costs of returning the goods. You are only liable for any loss in value of the goods, if this loss in value is due to the handling other than what is necessary to establish the nature, characteristics and functionality of the goods.

Exclusion of the right of withdrawal

The right of withdrawal does not apply to contracts for the delivery of goods that are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or that are clearly tailored to the personal needs of the consumer. You are only liable for any loss in value of the goods if this loss in value is due to the handling other than what is necessary to establish the nature, characteristics and functionality of the goods.

4. DISPOSAL OF ELECTRONIC DEVICES

Note on the disposal of electrical and electronic equipment: Based on the Electrical and Electronic Equipment Act (ElektroG) and Directive 2012/19/EU of the European Parliament and the Council on waste electrical and electronic equipment (WEEE), we inform you about this Disposal of old

electrical and electronic devices. The crossed-out garbage can on your device means that you are legally obliged to dispose of these devices separately from unsorted municipal waste. Disposal in the residual waste bin or yellow bin is prohibited. Owners of old devices can hand them in as part of the options for returning/collecting old devices set up by public waste disposal authorities to ensure that the old devices are properly disposed of. Please contact the municipal collection points in your region. You can get the addresses from your city or local government. We would like to point out to all end users of old electrical and electronic items that you are responsible for deleting personal data on the old devices to be disposed of. If you would like to dispose of waste electrical and electronic equipment (WEEE) or have any question, please contact us during business hours from Monday to Friday, 8:30 am – 17:30 pm- excluding the UK public holidays.