

Terms and Conditions - Business Sales only

1. General

1. **1.1** This Website is owned by Mesh Technology Ltd, a company registered in Northern Ireland with the Registered office in CIDO Business Complex, Charles Street, Lurgan, BT66 6HG ("we", "us").
2. **1.2** You are registered with us as a business customer and these are the Terms and Conditions of sale that apply to transactions between you and us.
3. **1.3** By purchasing any products (the "Product(s)") and by using this Website you acknowledge that you have read and you agree to be bound by and comply with these Terms and Conditions.

2. Purchase of Products

1. **2.1** The placing of a Product on our Website is an invitation to accept offers for such Product and is not an offer to sell at the listed price nor is it binding on us. We are under no obligation to accept your order (whether or not the order has been confirmed and the credit card been charged).
2. **2.2** We will acknowledge by e-mail your order for a Product at the time you place your order. We will then notify you within 5 days of such email whether we have accepted your order. At the same time if we have accepted your order we will notify you of delivery dates.
3. **2.3** Any order (whether or not accepted) is subject to availability of the Product. If the Product becomes unavailable prior to delivery we will notify you within 14 days of acceptance of your order and give you the choice of cancelling the order and receiving a refund or of purchasing an alternative product ("Alternative Product"). If payment has been taken for the Product and you have cancelled the order we will issue a refund within 7 days of receiving notification of cancellation of the order. If you choose to purchase an Alternative Product these Terms will apply. If payment has been taken for the cancelled order we will refund to you any overpayment or take payment for any underpayment.
4. **2.4** In the event a Product is listed at an incorrect price due to an error, we will notify you within 14 days of accepting your order of the correct price by e-mail and we will give you the choice of either purchasing the Product at the correct price or cancelling your order. If you confirm you want to purchase the Product at the corrected price we will deliver the Product to you. If payment has been taken for the Product and you cancel your order we will, on return of the Product (if the Product has been sent out) issue a refund within 7 days of such return or notice of cancellation (where no Product has been sent out). If only some of the Products you ordered are mispriced that will not affect the order in relation to any Products which were priced correctly and we will deliver these Products to you in accordance with these Terms.
5. **2.5** Product described as Grade A has been "Factory Reconditioned" to the Manufacturers original specification but may be subject to cosmetic defect, which will not affect performance of the product. By agreeing to purchase Grade A product you accept the nature of the defects inherent in such Product. Grade B - factory refurbished, as new with new manuals, updated software, and re boxed (30 day warranty)

3. Delivery

1. **3.1** The Products will be delivered to the address you give when you place your order however we reserve the Right not to make deliveries outside the United Kingdom.
2. **3.2** Orders accepted by us before 3.00pm on a working day will be processed that day and we will use reasonable endeavours to meet the requested delivery option on the Website provided no additional security checks are required and all Product is available. (A working day is any day other than weekends and bank or other public holidays).

3. **3.3** Risk in the Products passes to you when the Products are signed for at the delivery address stipulated in your order. We accept no responsibility for any damage or loss to the Products after risk passes.
4. **3.4** Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.
5. **3.5** We will inform you as soon as possible after acceptance if we are unable to deliver the Products to you on the date specified by you and you may agree an alternative delivery period or you may cancel the order. In no event shall we be liable to you for any losses you may have for any delay in delivery and time of delivery shall not be of the essence of the contract.
6. **3.6** If you fail to take delivery of the Products and without prejudice to any other rights and remedies available to us, we may:
 - a. store the Products until actual delivery and charge you the reasonable costs (including, without limitation, insurance) of storage;
 - b. sell the Products at the best readily obtainable price and either:–
 - i. where you have not already paid for the Products, account to you (after deducting all reasonable storage and selling expenses) for any excess over the price you agreed to pay for the Products or charge you for any shortfall below the price you agreed to pay for the Products; or
 - ii. where you have already paid for the Products, account to you (after deducting all reasonable storage and selling expenses) for any proceeds received.

4. Right to Cancel an Order

1. **4.1** You have the right to cancel the contract at any time up to 5 working days after you receive the Products by notifying us by email to the email address provided.
2. **4.2** If you cancel the contract under 4.1 after the Products have been delivered to you, you must return the Products to us at the address shown within the 'Returns on Line' section of our Website at your own cost and risk. If you cancel the contract before the Products have been delivered to you and then you receive the Products after cancellation you must not unpack them from their packaging but must immediately send them back to us. In any event you must return the Products to us within 5 working days of notifying us of cancellation under 4.1, or if later, of receiving them. If you do not we shall charge you a sum not exceeding the direct costs of recovering the Products.
3. **4.3** Until you return the Products to us you must keep them in your possession and take reasonable steps to ensure they are not damaged. Provided that we receive the Products within the specified period in the same condition they were in when delivered to you then we will refund you or credit your Trade Account for the Products in question within 7 days of the receipt by us of the Products.

5. Title

1. **5.1** The Products are at your risk from the time of delivery.
2. **5.2** Ownership of the Products shall not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of:
 - a. the Products; and
 - b. all other sums which are or which become due to us from you on any account.
3. **5.3** We shall be entitled to recover payment for the Products even though ownership of any of the Products has not passed from us.
4. **5.4** Until ownership of the Products has passed to you, you must:

- a. store the Products (at no cost to us) separately from all your other products and products of any third party in such a way that they remain readily identifiable as our property; and
 - b. not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; maintain the Products in satisfactory condition and keep them insured on our behalf for their full price against all risks
5. **5.5** Your right to possession of the Products shall terminate immediately if:
- a. you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency or we have reason to believe that any of the above are likely to occur; or
 - b. you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or
 - c. you encumber or in any way change any of the Products.
6. **5.6** You grant to us, our agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where your right of possession has terminated, to recover them.

6. Defective Goods and Warranty

- 1. **6.1** All products (excluding Grade A and B used goods) come with a 1 month guarantee as agreed in the relevant product specification on the website. In the case of a fault, Mesh Technology Ltd will offer to repair, replace or refund the cost of an item within a 1 month period. If a fault occurs outside of this 1 month period, you are required to contact the manufacturer directly.
- 2. **6.2** Wherever possible, Grade A, previously used or owned goods ("Used Goods") will be highlighted as being such on our website at the time you place your order. All Grade A and Used Goods supplied by us are warranted free from defects for 90 days from the date of supply (unless otherwise stated). If Grade A or Used Goods develop a defect during the 90 day warranty period, you should follow the Returns on Line procedure accessible from Your Account on our Website. Grade B stock carries a 30 day warranty.
- 3. **6.3** The warranties in clauses 6.1 and 6.2 above do not apply to any defect in the Products arising from your negligence, damage caused by you, accident, use otherwise than in accordance with its intended use, failure to follow manufacturers or our instructions or any alteration or repair carried out without our written approval.
- 4. **6.4** If the Products are damaged on delivery, incomplete or not what you ordered, please notify us via email or the enotes section of the Website straight away and in any event within 48 hours of you becoming aware of the fault and return the Products to us within 5 days of such notification from you by following our Returns on Line procedure. At our option we will repair or replace the Product or refund its cost to you and reimburse your reasonable returns cost up to a maximum amount of £5. You should keep your postage receipt.
- 5. **6.5** Please note that any Products returned to us which you claim to be defective will be checked and verified by our technicians. Any returned Products that are not found to be defective will be returned to you and we shall charge you for the returned transport costs via your original payment method or hold the Product until full payment has been received by us for the return transport costs.

6. **6.6** Any Products that you return to us are returned at your own risk, therefore we strongly advise all customers to take reasonable care when returning any Products to us by ensuring the Products are correctly addressed, adequately packed and carried by a reputable carrier.
7. **6.7** If you opt to exchange the Products, any additional payments required will be taken from you using the same payment method as for the original purchase made by you.. Replacement Products will not be despatched until such payment has been received.

7. Prices and Payment

1. **7.1** The prices for the Products and delivery are as set out on the Website at the time of purchase. In addition to the price you may be required to pay a delivery charge for the Products details of which are displayed on our Website.
2. **7.2** You may apply to us in writing to set up a trade account which we may grant or refuse in our absolute discretion ("Trade Account"). If we agree to allow you such an account you must pay for any Products ordered by you within 30 days of date of our invoice. Time for payment is of the essence. If you do not pay on time we may (without prejudice to our other rights and remedies) suspend your account and/or withdraw the Trade Account in our absolute discretion at any time by notifying you in email.
3. **7.3** If you fail to pay us any sum due pursuant to the contract, you shall be liable to pay interest to us on such sum from the due date for payment interest at the rate set out under the Late Payment of Commercial Debts (Interest) Act 1998.
4. **7.4** Payments may also be made by credit or debit card, by BACS transfer or by cheque and we shall not despatch any Products until we receive cleared funds.
5. **7.5** If you pay as set out in clause 7.4, your payment will be processed by a secure connection at the time you place your order on the relevant section of the Website.

8. Limitation of our liability

1. **8.1** Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Website it is provided on an "as is" basis and we give no warranty and make no representation regarding the accuracy or completeness of the content of this Website. Further, no warranty is given that the Website shall be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability.
2. **8.2** Access to and use of this Website is at your own risk. We do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. We accept no liability for viruses. We recommend that you take all appropriate safeguards before downloading information or images from the Website.
3. **8.3** In respect of any breach of clauses 6.1 and 6.2, 6.1 our entire liability shall be limited, to the extent that the cause of action relates to the items purchased on our Website, to (at our option):
 - a. repairing or replacing the Products; or
 - b. refunding the amount paid by you in respect of the Products purchased.
4. **8.4** Subject to clause 8.3 and 8.5 our aggregate liability in respect of all causes of action arising out of or in connection with the Products purchased on our Website or in connection with your use of the Website (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) will not exceed an amount equal to the value of the Products delivered to you under these Terms and Conditions.
5. **8.5** We shall not be liable to you for any loss of profit; or loss of anticipated revenue; or loss of business; or any consequential or indirect loss.
6. **8.6** Notwithstanding anything in these Terms and Conditions we do not exclude liability for:
 - a. personal injury and death caused by our negligence;
 - b. fraud; or

- c. any liability under the Consumer Protection Act 1987.
7. **8.7** Except for any warranties expressly set out in these Terms and Conditions any warranties, conditions or representations whether implied by statute or otherwise shall be excluded to the fullest extent permitted by law.

9. Images

1. **9.1** Product images are for illustrative purposes only and may differ from the actual product.

10. Links to Third Party Websites

1. **10.1** The use of third party websites is entirely at your own risk. Links contained in the Website will lead to other websites not under our control, and we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the Website are provided to you only as a convenience and the inclusion of any link does not imply reliability and endorsement by us of the content of any third party's website.
2. **10.2** You are not permitted (nor will you assist others) to set up links from your own websites to the Website (whether by hypertext linking, deep-linking, framing, toggling or otherwise) without our prior written consent, which we may grant or withhold at our absolute discretion.

11. Security

1. **11.1** Our secure server software encrypts all your payment card details. The process scrambles all the information, allowing no unauthorised third party to intercept the data. Your browser will confirm that you are shopping in a secure environment by showing either a locked padlock icon or an image of a padlock next to the payment details in the relevant area of the Website.

12. Complaints Procedure

1. **12.1** We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at the address in clause 20 . Our aim will always be to deal with your complaint as soon as possible and make every effort to reach a satisfactory conclusion on your behalf in order to retain your valued custom.

13. Intellectual Property

1. **13.1** All Website, design, text and graphics belong to us. All copyright, trade marks and other intellectual property belong to us.
2. **13.2** You are not permitted to use the Website in any way that may infringe the intellectual property rights contained in the Website. This means that you may not adapt, reproduce, publish, upload, extract, alter, store, post, redistribute, reutilise, retransmit or broadcast, all or any of the contents of the Website including but not limited to any trade marks or copyrighted material without our express permission. However, you are permitted to download and print out pages from the Website for the sole purpose of viewing for your own personal information.

14. Entire Agreement

1. **14.1** These Terms and Conditions represent the entire understanding relating to the use of the Website and supersede all other statements, representations or warranties (whether written, made by email or oral) made by us. Nothing in these Terms and Conditions shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms and Conditions are reserved by us.

15. Severance

1. **15.1** If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms and Conditions which shall remain unaffected.

16. Third Party Rights

1. **16.1** A person who is not a party to this contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

17. Force Majeure

1. **17.1** We shall not be liable to you for any delay in, or failure of, performance of our obligations under these Terms and Conditions arising from any cause beyond our reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

18. Variation

1. **18.1** We may vary these Terms and Conditions in relation to future sales from time to time by publishing new Terms and Conditions on the Website.

19. Law and Jurisdiction

1. **19.1** These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to this Website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

20. Finance Terms & Conditions

Managing the costs of your purchase is now even easier with Mesh Technology Ltd online finance.

Mesh Technology Ltd online finance is an easy and attractive way to purchase the best in new technology today and not break the bank. Our online finance options allow customers, who prefer not to pay by credit or debit card at the time of order, a flexible paying option that will give you the ability to spread the cost of your Mesh Technology Ltd order over a time frame suitable to your individual budget.

What's more? Applying for online finance couldn't be easier. Simply chose the items you wish to order from Mesh Technology Ltd's extensive range of products online and complete a brief online application form via the Mesh Technology Ltd Checkout. Once you have followed the simple online instructions and supplied Mesh Technology Ltd with your personal details, sit back and let us do the rest.

Choosing the perfect finance product for you

Frequently Asked Questions

There are a lot of questions surrounding online finance. To help our customers understand every aspect of their online finance agreement, we have answered some of the most commonly asked questions below.

Applying for Mesh Technology Ltd UK online finance

How quickly will my application be processed?

As long as your finance application is received between 9am and 8pm, Monday to Friday (excluding Bank and Public Holidays), 9am and 6pm on a Saturday, or 10am to 5pm on a Sunday, the majority of cases will be provided with a decision within minutes. If an application is made outside of these hours, a decision should be made the next working day. Once your application has been processed, a confirmation email will be sent.

My application has been approved, what happens next?

Within your confirmation email, there will be a link to a downloadable version of your online credit agreement. Once downloaded, you must read the agreement carefully, sign the document and return it to our finance company. Ordered products will not be sent until a completed and signed credit agreement is returned and received by our finance company. Upon receiving the signed agreement, all ordered goods will be shipped. Please note: upon request a printed out, hard copy of your agreement can be sent and all agreements are supported with a copy of our terms and conditions.

Do you use Credit Scoring? What is Credit Scoring?

Credit scoring is a process used by financial services companies to evaluate the credit risk of new applicants and will be used on your application for online finance with Mesh Technology Ltd. Your credit score is based upon points received for each answer given on the application form such as age, income and occupation. These points, together with information obtained from credit reference agencies, make up your credit score. This process allows companies to produce consistent decisions thus ensuring all our applicants are treated equally and fairly. Please note: credit scoring does not discriminate on the grounds of sex, race, religion, disability or colour.

My application has been declined, why?

As well as credit scoring, we also take into account a number of other factors including validation of certain application details, your identity, existing commitments and other information gained from credit reference agencies. Although we are unable to offer a specific reason why a credit agreement has been declined, the decision is predominantly based on one or a combination of the following factors:

- Your credit score (please note: every finance company will score you differently).
- Adverse credit reference agency information.
- You are considered to be overcommitted.
- You are under the age of 18.
- Your existing account performance with other lenders.

What kind of information do credit reference agencies hold?

Credit reference agencies hold various types of information, whether it is public information such as electoral roll, County Court Judgements and bankruptcies, or file information from other accounts you hold with them such as payment histories and outstanding balance amounts. Any request for credit, whether successful or not, will also be filed, although the result of the request is not recorded.

Can I obtain a copy of this information?

Yes. If you would like to view this information, you should send a cheque for £2, made payable to the relevant company, along with details of all the addresses you have lived at over the past 6 years, to either:

- Consumer Help Desk Experian Limited, PO Box 8000, Nottingham, NG1 5GX

Or

- Equifax Department 1E, PO Box 3001, Glasgow, G81 2DT

You can also find out more information about credit scoring, credit decision making and obtaining copies of your information by visiting the above companies' websites at www.experian.co.uk and www.equifax.co.uk. Upon receiving a copy of your information, if you believe the information to be incorrect, you can ask the agency to amend it.

Who is my finance agreement actually with?

Mesh Technology Ltd have sourced the best value finance products from a range of excellent providers renowned for their customer focus. Therefore, you can shop with peace of mind safe in the knowledge your finance agreement will be with on the UK's leading finance houses.

If my application is denied, can I re-apply?

Yes. Mesh Technology Ltd realises circumstances change and being refused for credit in the past does not mean future applications will be unsuccessful. We do however advise you leave at least 6 months before applying again.

Is everyone eligible for Mesh Technology Ltd UK Online Finance?

In order to be eligible for Mesh Technology Ltd UK online finance, you must be:

- Over the age of 18
- Work at least 16 hours a week or be retired with an income
- A resident of the United Kingdom and have lived in the UK for the last 3 years or more

Unfortunately, we cannot accept applications or offer online finance to residents of Eire. Homemakers are not excluded but must submit employment details of their spouse in order for your application to be considered.

My Order

Are there any restrictions on what items I can order?

You are only permitted to order one item per order. Products eligible for Mesh Technology Ltd's finance options will be indicated on our website.

Can I make an amendment to my order?

Once an order has been placed no amendments can be made. If you need to amend a completed order, you will need to cancel the initial order and a new order and finance agreement will need to be completed.

Can I request delivery to an alternative address?

Unfortunately, to avoid fraudulent applications, we are unable to deliver goods to an alternative address. All goods will be shipped to the home address of the applicant. Mesh Technology Ltd offers a range of delivery options, including flexible weekend packages, if this is more convenient for you.

What if I have to return a product?

All returns are subject to Mesh Technology Ltd's standard returns policy. Details of our Returns Policy can be found at www.meshtechnology.co.uk. On items covered by a finance agreement that are returned after 28 calendar days, if a direct replacement is not available an equivalent item will be sent.

Contact information**Who do I contact in regards to my Mesh Technology Ltd UK online finance?**

All questions regarding your online finance can be directed to the V12 Finance team on 028 3831 4485 or accounts@meshtechonology.co.uk. For all information regarding order tracking or any questions relating to your order, please contact the Mesh Technology Ltd Customer Support team on 028 3831 4485.