

## Terms and Conditions

of the visunext SE

Welcome to the visunext UK Ltd website TERMS AND CONDITIONS FOR USE. These Terms and Conditions apply to the use of this website at [www.visunext.co.uk](http://www.visunext.co.uk). By accessing this website and/or placing an order, you agree to be bound by these terms and conditions.

Using this website indicates that you accept these terms regardless of whether or not you choose to register with us or order from us. If you do not accept these terms, do not use this website.

The visunext.co.uk website is operated by: visunext UK Ltd, a company registered in England and Wales, whose registered office is at Victory House, Chequers Road, Tharston, Norwich, Norfolk, United Kingdom, NR15 2YA. Our company registration number is 6986551. Our VAT registration number is GB 977 1988 47. Our contact details are as follows:

<b>Trading address:</b>	Victory House, Chequers Road, Tharston, Norwich, Norfolk, United Kingdom, NR15 2YA.
<b>General email:</b>	<a href="mailto:info@visunext.co.uk">info@visunext.co.uk</a>
<b>Telephone number:</b>	01508 53 50 50
<b>Fax number:</b>	01508 53 59 27

### § 1 Introduction

1.1 You will be able to access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

### § 2 Ordering from us

2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

2.2 Our acceptance of an order takes place when we despatch the order. We will send you a despatch confirmation by email. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

2.3 We may refuse to accept an order:

- (a) where goods are not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria set out in our terms and conditions.

### **§ 3 Pricing**

3.1 All prices include VAT (where applicable) at the current rates.

3.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website.

3.3 Our prices are reviewed periodically.

### **§ 4 Cancellation and returns policy**

#### **4.1 Your Right to Cancel (Consumer Customers)**

As a private consumer, you have the right to withdraw from this contract within fourteen (14) days without giving any reason.

The cancellation period will expire after fourteen (14) days from the day on which you or a third party other than the carrier designated by you acquires physical possession of the goods.

In the case of a contract for several goods that you have ordered as part of a single order and which are delivered separately, the cancellation period begins on the day on which you or a third party other than the carrier designated by you acquires physical possession of the last goods.

To exercise your right of withdrawal, you must inform us (visunext UK Ltd, Victory House, Chequers Road, Tharston, Norwich, Norfolk, United Kingdom, NR15 2YA, [info@visunext.co.uk](mailto:info@visunext.co.uk), Telephone: 01508 535059) by means of a clear statement (e.g., a letter sent by post or e-mail) of your decision to withdraw from this contract. You may use the attached model withdrawal form for this purpose, although this is not mandatory. You can use this model withdrawal form or electronically fill out and submit our withdrawal form on our website. If you make use of this option, we will immediately send you (e.g., by e-mail) a confirmation of receipt of such a withdrawal. To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **4.2 Effects of Cancellation**

If you cancel this contract, we will reimburse you all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us).

We will make the reimbursement using the same payment method you used for the original transaction, unless you have expressly agreed otherwise. Under no circumstances will you be charged any fees for this refund. We may refuse to refund until we have received the goods back or until you

have provided evidence that you have returned the goods, whichever is the earliest.

We will make the reimbursement promptly and at the latest within fourteen (14) days from the day on which we receive the goods back or (if earlier) the day you provide evidence that you have returned the goods. If there were no goods supplied (e.g., for services), we will reimburse you within fourteen (14) days from the day on which we are informed about your decision to cancel this contract.

You shall send back the goods or hand them over to us at: visunext UK Ltd, Victory House, Chequers Road, Tharston, Norwich, Norfolk, United Kingdom, NR15 2YA without undue delay and in any event not later than fourteen (14) days from the day on which you communicated your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods. For standard parcel-sized items, we may be able to provide a pre-paid return label, the cost of which will be deductible from your refund.

For oversized or bulky goods (e.g., screens, displays, boards, or furniture) that cannot be sent by standard parcel post due to their nature, you will be responsible for the direct cost of collection. The approximate cost of collection for such items in the UK (mainland only) is GBP 45 for a screen and GBP 125 per pallet for freight forwarding goods (both incl. VAT). These costs are estimates and may vary. Unpaid consignments are generally not accepted.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. This means the consumer may not use the goods in a way other than permitted in a store for inspection. A restocking fee, reflecting the actual loss of value due to handling beyond necessary inspection, may apply. For projectors, while some usage is necessary for inspection, excessive lamp hours may indicate use beyond inspection and contribute to diminished value. Restocking fees are determined by the actual usage and condition of the item and will be applied in accordance with your statutory rights.

#### 4.3 Exceptions to the Right to Cancel

The right to cancel the contract as referred to in clause 4.1 will not apply to contracts for the delivery of goods which are custom-made or made to order.

This return policy does not apply to non-consumers (business customers and organisations). For non-consumer returns, please contact us to discuss available options, which may include a credit note for future purchases.

#### 4.4 Returns for Damaged, Defective or Incorrect Products (Consumer and Business Customers)

If you wish to return a product because it is damaged, defective (i.e., not of satisfactory quality, fit for purpose, or as described), or if you have received an incorrect item, please contact our sales office for appropriate management before returning the product. Your statutory rights under the Consumer Rights Act 2015 for faulty or misdescribed goods remain unaffected by this returns policy.

## Sample withdrawal form

(If you wish to cancel the contract, please complete this information and return it to us).

To:

visunext UK Ltd  
Victory House  
Chequers Road  
Tharston  
NR15 2YA  
Fax 01508 535927  
info@visunext.co.uk

I / we (\*) hereby give notice that I / we (\*) cancel my / our (\*) contract of sale of the following goods (\*) / for the supply of the following service (\*)

Ordered on / Received on (\*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only for written communications)

Date \_\_\_\_\_

(\*) delete appropriate

## § 5 Licence

5.1 You are permitted to print and download extracts from this Website for your own use on the following basis:

- (a) no documents or related graphics on this Website are modified in any way;
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

5.3 Subject to clause 5.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 Any rights not expressly granted in these terms are reserved.

## **§ 6 Service access**

6.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

6.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## **§ 7 Visitor material and conduct**

7.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary.

7.2 You are prohibited from posting or transmitting to or from this Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 You may not misuse the Website (including, without limitation, by hacking).

7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

## **§ 8 Links to and from other websites**

8.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to

this Website, you do so entirely at your own risk.

8.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the visunext UK Ltd logo;
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information about us;
- (e) you do not otherwise use any visunext UK Ltd trade marks displayed on this Website without our express written permission;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause

8.2 for breach of these terms and to take any action we deem appropriate.

8.3 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 8.2.

## **§ 9 Registration**

9.1 To register with [www.visunext.co.uk](http://www.visunext.co.uk) you must be over eighteen years of age.

9.2 Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

9.3 Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

9.4 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

## **§ 10 Disclaimer**

10.1 Unless stated otherwise, all prices include VAT (where applicable) but exclude delivery costs (which will be notified to you separately before you submit your order). We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice and with no commitment to update such material.

10.2 The material on this Website is provided “as is” without any conditions, warranties or other terms of any kind, except as explicitly provided by law, in particular under the Consumer Rights Act 2015 for consumer customers. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website, except where such exclusion is not permitted by law.

## **§ 11 Liability**

11.1 Nothing in these terms and conditions shall exclude or limit our liability for:

- (i) death or personal injury caused by our negligence;
- (ii) fraud or fraudulent misrepresentation;
- (iii) any breach of the terms implied by sections 9, 10, 11, 12, 13, 14, 15 and 17 of the Consumer Rights Act 2015 (i.e. your statutory rights regarding satisfactory quality, fitness for purpose, description, pre-contract information, etc.), where such liability cannot be limited or excluded under applicable law;
- (iv) defective products under the Consumer Protection Act 1987; or
- (v) any other liability which cannot be excluded or limited under applicable law.

11.2 Subject to clause 11.1, we, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with:

(a) This Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or Browse this Website or your downloading of any material from this Website or any websites linked to this Website. This exclusion applies to the fullest extent permitted by law.

(b) Any breach by us of these terms and conditions that is not covered by clause 11.1, where such loss or damage is not a foreseeable consequence of the breach.

11.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

11.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

## **§ 12 Governing law and jurisdiction**

12.1 These terms and conditions shall be governed by and construed in accordance with English

law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

12.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

## **§ 13 Miscellaneous**

13.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

13.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

13.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.