

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. 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:

Trading address:	Victory House, Chequers Road, Tharston, Norwich, Norfolk, United Kingdom, NR15 2YA.
General email:	info@visunext.co.uk
Telephone number:	01508 53 50 50
Fax number:	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 Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website.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 You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires physical possession of the last lot or piece. To exercise the right, you must inform us: visunext UK Ltd, Victory House, Chequers Road, Tharston, Norwich, Norfolk, United Kingdom, NR15 2YA, Tel 01508 535059, Fax 01508 535927, info@visunext.co.uk of your decision to cancel this contract by a clear statement (eg letter sent by post, fax or email). You may use the attached cancellation form but it is not obligatory. You can fill in and submit the cancellation form to us or make use of our Return service form. If you use this second option, we will communicate to you an acknowledgement of receipt of such cancellation on a durable medium (eg by email) without delay. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and no later than:

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a

result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods.

You shall send back the goods or hand them over to us at: visunext UK Ltd, Victory House, Chequers Road, Tharston, NR15 2YA without undue delay and in any event not later than 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. The cost for some of the large screens can be as high as £500.

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. By that we mean that the consumer may not use the goods in a way other than permitted in a store.

Exceptions of the right to cancel

The right to cancel the contract as referred to in clause 4.1 will not apply if the product has been custom built to the specific customer's specifications.

4.2 If you wish to return a product because it is damaged or defective, please contact our sales office for the appropriate management before returning the product.

4.3 If you cancel this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive the goods to be returned.

The following applies to goods that can be sent by parcel post: You will receive a free return label from us by email and can use it to send the goods back to us. Please send the goods unused, in their original packaging and unbreakable.

We will collect products that are sent at the standard rate but cannot be sent by parcel post due to their nature (excess lengths or bulky goods such as canvases, displays, boards or furniture, etc.) from you. The costs of this collection are to be borne by you. For a canvas, the cost of collection in the UK (mainland only) is GBP 30 (incl. VAT) and for freight forwarding goods in the UK (mainland only) GBP 70 (per pallet incl. VAT). Unpaid consignments are generally not accepted.

You will only be 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. For the refund, we will use the same means of payment that you used for the original transaction. Under no circumstances will you be charged any fees for this refund. We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods insured, whichever is the earliest.

Cancellation form

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)

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:

6(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 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 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. 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.

§ 11 Liability

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 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 browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

11.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

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.