

AAAA Terms and Conditions of Sale

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A Terms and Conditions of Sale

Terms and Conditions of Sale ("Terms") has been created to protect your rights as a valued customer, to protect our rights as a business and to create an understanding between us. Terms and Conditions of Sale was last updated February 15th, 2010.

Please also review our "Privacy Policy" and "Delivery" documents so that you may understand our practices. These together govern your purchases from and visit to the AAAA.BB site.

Should you have any questions relating to our Terms and Conditions of Sale, please e-mail us direct at sales@AAAA.BB

For purposes of the Terms and Conditions of Sale "we", "us", "our" refer to company AAAA CC and "you" and "your" refer to the person who buys or agrees to buy products from AAAA CC.

You must accept the terms of this agreement and other documents named above in order to use this website and purchase products from us. Each quotation, price list, invoice or other similar document made by us is made subject to these terms.

These terms and conditions of sale do not affect your statutory rights [as a customer] as contained in current EU legislation governing the relationship between consumers and businesses.

B General

Your patronage is important to us and we strive to satisfy your purchasing requirements. These Terms and Conditions of Sale are important to us and you should consider them carefully before you place an order with us.

We comply with the EU Distance Selling Regulations Directive 97/7/EC and EU VAT Directive 2006/112/EC. Note, DSR Directive does not apply to products bought for business use.

By accessing or using the AAAA.BB website, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions of Sale. These Terms, and other policies named above, constitute complete and exclusive agreement between us concerning your purchases from AAAA CC company, and supersede and govern all prior agreements, proposals, or other communications.

These Terms become effective when you access AAAA.BB website for the first time and constitute a binding agreement between you and us. This agreement will always prevail. These Terms will be updated occasionally and the current version of these Terms will govern your and our rights and obligations each time you access AAAA.BB website or place an order with us.

We reserve the right to restrict access to AAAA.BB website or take any other action deemed appropriate that results from actions -or inactions- that we believe may result in a violation of these Terms and Conditions of Sale.

C Purchasing from Us

1 Product Information

We provide product information in good faith but it should only be regarded as a guide. All sizes and dimensions are approximate. Although we make every effort to make sure they are as accurate as possible some errors are possible.

We strive to keep the information at AAAA.BB website as up to date as possible. In spite of our efforts, the information including product descriptions, photographs of products appearing on website may not always reflect the product exactly at the moment you place an order. We suggest that if you are in doubt, you contact us before making your purchase - to ensure that you get the exact products you need.

2 Price and Tax

The prices payable for products that you order are as set out in AAAA.BB website. All prices displayed are exclusive of any applicable delivery charges. It might not be possible for us to deliver to some locations. Our delivery charges are set out in separate page: Delivery.

- All **prices in the AAAA.BB website include VAT** at the current rate for EU consumer customers.
- **For customers in North America, and for other areas outside the EU**, the price charged will be [VAT] **tax exempt**.
- For most EU business-to-business customers the price charged will be VAT tax exempt with a valid VAT number; based on EU Directive 2006/112/EC.

The price you pay is the price displayed or advertised at the time your order is received by us, apart from the exception "Incorrect Price" described below.

If you choose to purchase products from our resellers, partners, or affiliates there may be times when the prices advertised on our website are different (higher or lower) than those available elsewhere.

Note EU consumer customers: Products made to the consumer's specifications or personalized or products specifically ordered at your request do not carry "Right of Withdrawal" as outlined below, based on EU Directive 97/7/EC, Article 6, (3). No cancellation can be accepted or refund given after payment has been made. - More info below "Cancellation, Return".

Note North American and customers outside of EU: Products made to the customer's specifications or personalized or products specifically ordered at your request. Order is processed only after full pre-payment. No cancellation can be accepted or refund given.

2.1 Incorrect Price

We strive to keep our prices up-to-date, but please keep in mind that errors may occur. If we discover an error in the price of products you have ordered we will inform you as soon as possible. We will give you the option of re-confirming your order at the correct price or cancelling it.

If we are unable to contact you within seven working (7) days of your order, we will treat your order as cancelled. If you cancel and you have already paid for the products, we will send you a full refund.

2.2 Import or Customs Duties, Permits

The price does not include any import or customs duties or local VAT that may be charged from you. These payments will be due by you -the receiver- and will not be the responsibility of AAAA CC.

Nor does the price include any permits you may need to import our products into your country. The importation of our products may be prohibited by some national laws. We make no representation and accept no liability in respect of the export or import of the products you purchase from us. It is up to you to observe and comply with all applicable national regulations and legislation.

3 Payment

We accept most major Credit and Debit Cards and PayPal. Payment into the company bank account within Single Euro Payment Area (SEPA) is possible using our IBAN number. We do not accept payment by cheque, by cash, or by postal order.

Payment can be made online with PayPal payment gateway to pay by credit card, debit card or by PayPal. You do not have to register with PayPal to use this service. - For security of online payment, more information in our Privacy Policy, section "Credit and Debit Card Information".

Payment will be secured at the point of order. Please note a possible delay: products will not be despatched until we have accepted the order. In case we decline the order -for reasons stated below- the customer will receive a prompt full refund.

3.1 Chargebacks

If you ever feel that AAAA.BB incorrectly charged your payment card you must first contact sales@AAAA.BB for a correction. We will promptly correct our mistake before you need to contact your credit card company and issue a chargeback.

4 Entering into Contract

A full and secured payment brings into existence a legally binding contract between us.

Payment must be secured for the full price of the order before your order can be accepted. Once payment has been secured we will assess your order and then confirm that your order has been accepted by sending an e-mail to you. We may accept or reject any order at our sole discretion.

Only customers aged 18 and over are entitled to enter into legally binding contracts. By ordering on AAAA.BB website you are making a statement about your age, upon which we are entitled to rely, that you are aged 18 years or older and capable of entering into legally binding contract. If you do not qualify, exit from this site.

In an unlikely event of us not accepting your order while our account has been credited by your payment we will issue you a prompt full refund.

D Delivery of Products to You

1 Dispatch

Dispatch for items in stock will be made as soon as possible, usually within 24 hours. Any orders received after 14:00 h local time or during the weekend will be unlikely to be processed until the next working day.

Dispatch for all products will be made as soon as possible after your order is accepted and in any event within 30 days after receiving your order by us, counting from the day following your order, unless you (the customer) and us have agreed to a longer delivery period; based on EU Directive 97/7/EC, Article 7, (1).

If we have good reason to expect a delay in delivery we shall immediately notify you and agree another time for delivery. If neither we nor you can agree on another time for a delivery, you shall receive refund of any amount already paid for the products.

1.1 Shortages and Substitution Prior to Delivery

All products are supplied subject to availability. In the event that we are unable to supply any product, your order will be placed on backorder and we will try to contact you and inform you of availability options and alternatives. If we are unable to contact you within fourteen working (14) days of the purchase we will treat your order as cancelled. In case of cancellation by us or by you and provided you have already paid for the products, we will send you a full refund as soon as possible and no later than within 30 days. EU Directive 97/7/EC, Article 7, (2).

Occasionally a manufacturer may change the specifications of a product before the image and specifications in our website is updated. Provided the new product is a full or improved functional replacement for the product you ordered and will supersede that part in our product range, at the same price range, we reserve the right to deliver the new product to you.

EU consumer customers: If you are unhappy with the substitute product you can return it to us at our expense; based on EU Directive 97/7/EC, Article 7, (3).

North American and customers outside of EU: We do not send a substitute product to you unless we receive your prior consent, in which case we modify your order following your request. The delivered product is not a replacement, substitute.

If limited offers or free gifts are advertised in AAAA.BB website, these products are subject to availability. They are allocated on a first come first served basis (FIFO). When all these items have been allocated, no substitute product will be offered.

1.2 Delivery Charges

Our delivery charges are set out in: Delivery page.

2 Delivery

On behalf of us post service will deliver the products to the address you gave us for delivery at the time you made your order. They make effort to deliver products to you in time, however delays are occasionally inevitable and time for delivery will not be of the essence. AAAA CC shall not be liable for any losses, costs, damages or expenses incurred by the customer or any other company or person arising directly or indirectly out of any failure to meet any estimated delivery date. Nor any liability can be accepted for delay where the fault is that of the post service.

2.1 Inspection of Products on Arrival, Damages

You are solely responsible for inspecting the product(s) upon delivery.

When you receive your order, it is important that you immediately inspect the package and its contents. Should the packaging and/or contents be damaged, notify that to your Post Office Customer Service Desk. Carefully save the notice confirmation identification you receive.

2.2 Requirement to Inform of Deficiencies

EU consumer customers: You must contact us to inform us of missing, damaged or defective products or any other delivery discrepancies immediately upon delivery, and in any case no later than 14 days after accepting delivery. How we deal with any delivery discrepancies please turn to section "After Sales Support" found below.

North American and customers outside of EU, Business customers: You must contact us to inform us of missing, damaged or defective products or any other delivery discrepancies immediately upon delivery, and in any case no later than 7 days after accepting delivery. How we deal with any delivery discrepancies please turn to section "After Sales Support" found below.

2.3 Requirement to Inform of Missing Delivery

If you do not receive products you ordered within 31 days of the date on which you ordered them, we shall have no liability to you

unless you notify us in writing, by email or at our contact address below of this issue within 38 days of the date on which you ordered the products.

3 Ownership and Risk

3.1 EU Consumer Customers

You will become the owner of the products you have ordered when we have been paid for in full and the products have been delivered to you. The risk in the products shall pass from us to you upon delivery, until then the risk of product damage or loss during transportation is borne by us and shipping company or post service. Once delivery has taken place, they will be held at your own risk and we will not be liable for their loss or destruction. - If you choose to return the products to us, you carry all the risk involved in delivering them back to us, including return delivery and insurance costs. EU Directive 97/7/EC, Article 6, (1).

If, for any reason, the products have been delivered to you and not been paid in full, we reserve the ownership of products supplied to you.

3.2 North American and Customers Outside of EU, EU Business Customers

Products remain the property of AAAA CC until we have been paid for in full. You will become the owner of the products you have ordered when they have been dispatched to you from our premises. The risk of product damage or loss during transportation is borne by you and the post service. As noted above, before accepting the delivery it is important to verify that the packing is unharmed. - If you choose to return the products to us, you carry all the risk involved in delivering them back to us, including all delivery and insurance costs. In addition, you will be charged for delivery costs and for a restocking fee if so stipulated below in section E 2 or E 2.1.

E Cancellation, Return

1 EU Consumer Customers; Right of Withdrawal

We want our customers to be satisfied with their purchases from AAAA CC. However, if you wish to exercise your rights under the EU Distance Selling Regulations your order may only be cancelled in writing, by email to sales@AAAA.BB, or by overnight courier service or hand delivery to our contact address, or by fax. Telephone cancellations cannot be accepted; EU Directive 97/7/EC, Article 6, (1). In that case the following apply:

- Products cannot be sold on a trial basis.
- The returned product(s) must be unused, unworn, undamaged, in original packaging and in perfect re-saleable condition. You must provide a proof of purchase with the product.
- You must notify us within 14 days, from the day of receipt of the products by you.
- You do not have to provide a reason for return. But we would be happy to hear it in order to improve our service.
- If the products have been delivered to you or a documented delivery has been attempted, you must promptly return the products to us **at your own risk and at your expense**. We will not refund return delivery and insurance costs to you.
- Refunds will not be issued until the products have been received by us. Then we will refund you as soon as possible and in any case within 30 days the relevant part of the purchase price and delivery charge for the returned product(s).
- If you exercise your right (in writing to us) while the products are in transit you must refuse delivery and it will not be counted as a breach of these Terms. You will receive a full refund.
- If you exercise your right (in writing to us) within 24 hours of your order or while the products are still in our premises, you will receive a full refund.

1.1 Returning Products to Us

All items originally sent as part of the product must also be returned. These items include for example all connectors, supports and other protective material, all instruction material, manuals etc. as well as associated free gifts or accessories. A deduction will be made for missing items.

The product(s) should be returned within seven (7) days from the date we receive your cancellation. If you are unable to send the product(s) to us within that time period you must contact us. We will arrange a collection which will be at your cost. If the products are not return shipped within the seven (7) day period we will assume that you wish to keep them.

If you return the product(s) at our expense we may charge you reasonable costs of returning product by deducting from your refund.

For your protection we recommend you use a suitably insured means based on the value of the product. Then the full value may be recovered by you if the product is lost or damaged. Retain any receipt confirming the return. If returned products are lost we will not be liable for them.

If, for any reason, the products have been delivered and not been paid in full, AAAA CC is the owner of the products. If you fail to meet your obligations in reasonable time period or express your intent not to fulfill those obligations, AAAA CC or an agent on our behalf is entitled at all times to retrieve from you or your holder the products in question at your expense.

1.2 Exceptions to Right of Withdrawal

Products made to your specifications or personalized products or products specifically ordered at your request.

If the products cannot be returned in an unused and/or undamaged condition and/or with original packing.

If a service has been ordered and its performance has begun with your agreement.

2 North American and Customers Outside of EU, EU Business Customers; Order Cancellation

We want our customers to be satisfied with their purchases from AAAA CC. However, if you wish you may cancel your order with us at any time up to 24 hours after products have been ordered or while the products are still in our premises. You will receive a full refund. After that delivery charges will be incurred. In that case the following apply:

- You must notify us immediately or within 7 calendar days, from the day of delivery of the products to you, of your decision to cancel the order and return the products to us. The reason for return must also be stated.
- You must promptly return the products to us at your own risk and at your expense. After we receive the products we will refund you as soon as possible and in any case within 30 days the relevant part of the purchase price for the returned product(s). We will not refund any delivery and insurance costs to you. At our sole discretion, all products returned in an acceptable condition for refund may be subject to a 15% re-stocking / handling and administration fee.