#### 1.0 Definitions

- 1.1 "Seller" refers to **Bletchley Networks Limited**, whose registered office is located at 240 Blackfriars Road, London, England, SE1 8NW.
- 1.2 "Buyer" refers to the individual, organisation, or entity that places an order with the Seller for goods and/or services.

### 2.0 Orders and Specifications

- 2.1 The Buyer is responsible for ensuring the accuracy of any orders placed with the Seller. No modifications to these terms will be valid unless agreed in writing by an authorised representative of the Seller.
- 2.2 The implementation of any order does not imply acceptance of any terms proposed by the Buyer unless explicitly stated by the Seller in writing.

# 3.0 Pricing

- 3.1 Prices for goods and services are based on the Seller's current price list or quotation at the time of the order. Prices are valid for 30 days unless otherwise stated.
- 3.2 Prices are exclusive of VAT and any additional costs for delivery, packaging, and insurance unless stated otherwise.
- 3.3 The Seller reserves the right to adjust prices due to factors beyond its control, such as currency fluctuations, changes in taxation, or increased costs of materials or labour.

# 4.0 Terms of Payment

- 4.1 Payment is due by Direct Debit on 22<sup>nd</sup> of month (or the next working day)
- 4.2 If the Buyer fails to pay on the due date, the Seller reserves the right to:
  - Suspend or cancel any further deliveries or services.
  - Charge interest at 5% above the prevailing base rate on overdue amounts.
  - Recover reasonable costs for debt recovery.

#### 5.0 Delivery

- 5.1 Delivery timelines provided by the Seller are estimates. The Seller is not liable for any delays in delivery caused by circumstances beyond its control.
- 5.2 If the Buyer fails to accept delivery, the Seller may charge for storage or resell the goods, deducting any reasonable costs incurred.

#### 6.0 Risk and Property

Version: 1.1 January 2025

- 6.1 Risk of damage or loss passes to the Buyer upon delivery or notification of readiness for collection.
- 6.2 Ownership of goods remains with the Seller until full payment is received.

#### 7.0 Warranties and Liabilities

- 7.1 The Seller warrants that goods will be of satisfactory quality and fit for their intended purpose, as communicated in writing by the Buyer at the time of order.
- 7.2 Claims for defects must be made within a reasonable time after delivery.
- 7.3 The Seller is not responsible for data stored on returned or faulty equipment.
- 7.4 Liability is limited to the replacement or refund of defective goods and excludes indirect or consequential losses.

### 8.0 Force Majeure

8.1 The Seller is not liable for delays or failure to fulfil obligations due to circumstances beyond its reasonable control, including but not limited to acts of God, war, industrial disputes, or supply chain interruptions.

## 9.0 Indemnity

9.1 The Buyer shall indemnify the Seller against any third-party claims related to intellectual property rights infringements arising from the use or resale of the goods.

# 10.0 Insolvency of Buyer

- 10.1 If the Buyer becomes insolvent, the Seller may cancel the contract or suspend deliveries without liability.
- 10.2 Any unpaid amounts will become immediately due.

## 11.0 Assignment

11.1 The Buyer may not transfer or assign the contract without prior written consent from the Seller.

#### 12.0 General

- 12.1 These terms supersede all prior agreements between the Buyer and Seller.
- 12.2 Notices must be in writing and sent to the registered office of the relevant party.

### 13.0 Refund Policy

### 13.1 Right to Cancel

Consumers may cancel orders within 14 days for services and 7 days for physical goods under applicable regulations. This does not apply to businesses.

Version: 1.1 January 2025

# 13.2 Faulty Goods

Faulty goods may be returned for repair, replacement, or refund. Returns must include an RMA number issued by the Seller.

# 13.3 Returns (Equipment)

Unused equipment in its original packaging may be returned within 14 days. Return shipping costs are the responsibility of the Buyer unless agreed otherwise.

# 13.4 Returns (Software)

Unopened software in its original packaging may be returned. Opened software cannot be returned due to copyright protections.

#### 13.5 **Refunds**

Approved refunds will be processed within 7 days of receipt of the returned item.

# 13.6 Shipping

Return shipping costs are non-refundable unless the goods are faulty.

# 13.7 Packaging

Goods must be packaged securely for returns to prevent damage during transit.

#### 13.8 Contact

For queries or assistance with returns, contact Bletchley Networks Limited at <a href="mailto:support@bletchley.net">support@bletchley.net</a>.

Version: 1.1 January 2025