

Sale of Goods Terms and Conditions

These terms and conditions (**Terms**), together with our *Website Terms of Use* and *Privacy Policy*, will apply to all orders placed with 2020 Vision Systems Limited trading as UMIX (**us, our, we**) by any person or organisation (**you, your**) for the sale of the products listed on our website, in our brochures and otherwise made available (**Products**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**).

Please read these Terms carefully and make sure that you understand them, before ordering any Products from our website. By placing an order for Products with us, you will be deemed to have accepted these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our website.

These Terms, and any Contract between us, are in English only.

1. Information about us and how to contact us

- 1.1. **Who we are:** We operate the website www.umix.co.uk. We are 2020 Vision Systems Limited trading as Umix, a company registered in England and Wales under company number 00703107 and with our registered office at 28 Northumberland Square, North Shields, Tyne & Wear, NE30 1PW. Our VAT number is 556243244.
- 1.2. **Contacting us:** You may contact us by telephoning our customer service team at 0191 296 2662, by e-mailing us at admin@umix.co.uk, or by writing to us at 28 Northumberland Square, North Shields, Tyne and Wear, NE30 1PW. If you are a business customer and wish to give us formal notice of any matter in accordance with these Terms, please see clause 17.
- 1.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 1.4. **How we use your personal information:** We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

2. Business Customers

This Clause 2 only applies if you are a business.

- 2.1. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our website to purchase Products.
- 2.2. You acknowledge that in entering into the Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.
- 2.3. Any images, drawings, descriptions, adverts, and similar, whether on our website, in our brochure or otherwise made available to you by us, are provided for illustrative purposes only. There may be errors in the Product descriptions and you should not rely on the Product description when placing an order.

2.4. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in the Contract.

3. **How the contract is formed between you and us**

3.1. Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

3.2. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.3.

3.3. Placing an order constitutes an offer by you to purchase Products and our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. Once dispatched, we will also send you an email that confirms that the Products have been dispatched (**Dispatch Confirmation**).

3.4. If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 10.4, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

3.5. Our website is solely for the promotion of our Products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4. **Variation of Terms**

4.1. We may amend these Terms from time to time.

4.2. Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between us and you.

4.3. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes, and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at your cost) any relevant Products you have already received and we will arrange a refund for the price you have paid, excluding delivery charges.

5. **Your rights to make changes**

If you wish to make a change to the Products you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Products, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the Order.

6. **Our rights to make changes**

6.1. We may change the Products:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Products unless we advise you otherwise.

6.2. We reserve the right to cancel the Contract between us if:

- (a) we have insufficient stock to deliver the Products you have ordered;
- (b) we are unable to deliver to your area; or
- (c) one or more of the Products you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

6.3. If we cancel your Contract we will notify you by email and will refund any sum deducted by us as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

7. **Cancellation**

This clause 7 only applies if you are a non-business consumer.

7.1. If you are a non-business consumer, you have a legal right to cancel the Contract, without giving any reason, at any point within 14 days of the day after you receive the Products. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep the Products, you can notify us of your decision to cancel the Contract and receive a refund.

7.2. However, this cancellation right does not apply in the case of:

- (a) Products ordered as a business customer;
- (b) customised or bespoke Products;
- (c) digital Products after you have started to download or stream these; or
- (d) sealed audio or sealed video recordings or sealed computer software, once these Products are unsealed after you receive them.

7.3. To cancel the Contract:

- (a) you need to let us know that you have decided to cancel. You can contact us by email, telephone, or post using the contact details found in clause 1.2. You should keep evidence of having given notice of cancellation, such as an email receipt, or proof of posting of any letter sent; and
- (b) you must return any Products delivered to you by us (at your own risk and cost) within 14 days of notifying us that you wish to cancel by sending them (by recorded delivery or courier) to 28 Northumberland Square, North Shields, Tyne and Wear, NE30 1PW. The Products must be returned unused in the original packaging.

- 7.4. If you cancel your Contract we will refund the full purchase price of the Products together with the standard delivery charge paid within 14 days of receiving the returned Products or proof of postage of the same. If you chose to pay extra for express delivery, we will only refund the cost of standard delivery. Please note that if you only want to return some Products but keep the rest of your order, you may not be entitled to a refund of the delivery charge and you will only ever be entitled to a refund of the delivery charge that specifically relates to the cancelled Products. You must take care of the Products before you return them to us. We may reduce the amount we refund to you if you use them, damage them, or otherwise do something beyond what is reasonably necessary to examine them that reduces their resale value.
- 7.5. We will not be obliged to give you a refund if we do not receive the cancelled Products back so we recommend that whenever you return cancelled Products to us, you do so either by recorded delivery or courier so that you have proof of posting.
- 7.6. We will refund you on the credit card or debit card used by you to pay.
- 7.7. Because you are a non-business consumer, we are under a legal duty to supply Products that are in conformity with the Contract. As a non-business consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 7, the rights set out in clause 13 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. **Delivery**

- 8.1. We will deliver the Products to the address specified by you when placing your order (the "**Delivery Address**") so long as you provide a valid address for delivery. The delivery method we use may depend on the Delivery Address and the number of Products you order and delivery practices may vary from one carrier to another.
- 8.2. We aim to deliver Products within the indicative timescales shown on our website. However, time is not of the essence for delivery or performance and, except in respect of guaranteed express dispatch, all delivery dates specified on our website and in any correspondence are estimates only. This means that we will not be responsible if Products are delivered outside of those times and we will not be liable for the consequences of any delay. If we are unable to deliver the Products within the indicated timescale, we will use reasonable efforts to let you know and give you an amended delivery estimate. Where you select express dispatch and we are unable to deliver Products in accordance with the times given, you can ask us to refund the delivery charge. If you are a business customer, this will be your only remedy in respect of delayed delivery. We strongly advise that you order Products well in advance of the date by which they are required.
- 8.3. We will notify you by email when the Products are dispatched to let you know what date the Products will be delivered. The carrier will then be in touch with more detailed delivery information. You need to ensure that if you are not available to take delivery of the Products at the time the carrier specifies, you rearrange delivery with the carrier (e.g. so that the Products are delivered the next day or to a neighbour).

- 8.4. If the carrier is unable to deliver the Products to you we reserve the right to charge you for the cost of redelivering the Products (at the same price as the original delivery method). If we do so, you will need to pay this redelivery cost before we will deliver the Products.
- 8.5. If you order more than one Product, we may deliver the Products in multiple instalments.
- 8.6. If you are a business customer and we fail to deliver the Products, our liability will be limited to a full refund of the price paid under the Contract for the Products (inclusive of all additional costs paid by you) and the delivery costs.

9. **Title and Risk**

- 9.1. The Products will be at your risk from the time of delivery. Please take care of the Products when you receive them.
- 9.2. You own the Products once we have received payment in full, including all applicable delivery charges.

10. **Price of Products and delivery charges**

- 10.1. The prices of the Products will be as quoted on our website at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see clause 10.4 for what happens if we discover an error in the price of Products you ordered.
- 10.2. Prices for our Products may change from time to time, but changes will not affect any order you have already placed (other than where an error is discovered in line with clause 10.1).
- 10.3. The prices of the Products detailed on the website exclude VAT. VAT (where applicable) is added to the order during the check-out process at the applicable current rate chargeable in the UK for the time being.
- 10.4. The price of the Products detailed on the website does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.
- 10.5. Our website contains a large number of Products. It is always possible that, despite our efforts, some of the Products on our website may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Products at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Products and refund you any sums you have paid.

11. **How to pay**

- 11.1. You can only pay for Products using the following payment methods: Paypal, Visa, Master Card, Maestro, and Sage Pay

11.2. Payment for the Products and all applicable delivery charges is made at the time of placing the order.

12. **Manufacturer guarantees**

12.1. Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products. We will use our reasonable endeavours to transfer the benefit of any manufacturer's guarantee to you.

12.2. If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described.

13. **Faulty Products**

13.1. We warrant that the Products that we supply to you will materially comply with the main characteristics stated in their Product description on the website (including brand, colour, measurements, style and material) (**Description**). Please make sure that you are happy with the Description before you place an order. The images of the Products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images, and the packaging of the Products may vary from that shown in images on our website.

13.2. If you are not happy with the quality of a Product, feel that there is a fault with a Product, or believe that a Product does not materially comply with its Description, please contact us using the contact details specified in clause 1.2. You must return any Products delivered to you by us (at your own risk and cost) within a reasonable period of notifying us (by recorded delivery or courier) to 28 Northumberland Square, North Shields, Tyne & Wear, NE30 1PW. In returning any Product to us we suggest that you do so via recorded delivery or courier, and obtain a proof of posting. We will not be responsible for any Product which is lost or damaged in the post.

13.3. We will inspect the Product and if we accept that there is a default, fault, or material variation from the Description we will either replace it or refund the full purchase price of the Product (including any delivery charge, any other extra charges, and your cost of returning the Products to us). Your right to a refund or a replacement will be conditional on the defect or fault not having been caused by usual wear and tear, your deliberate or accidental actions, or by your negligence, misuse, or unauthorised alteration or repair.

13.4. If, on inspecting the Product, we find that there is no defect, fault or material deviation from the Description, your right to receive a refund is limited to your legal right to cancel as set out in clause 7. We will contact you to let you know if this is the case, and (unless you exercise your legal right to cancel) you will be required to either collect the Product or pay for us to re-deliver the Product.

14. **Our liability if you are a business**

This clause 14 only applies if you are a business customer.

- 14.1. We only supply the Products for internal use by your business, and you agree not to use the Products for any resale purposes.
- 14.2. Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other matter for which liability may not be excluded or limited as a matter of law.
- 14.3. Subject to clause 14.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; or
 - (f) any indirect or consequential loss.
- 14.4. Subject to clause 14.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.
- 14.5. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

15. **Our liability if you are a consumer**

This clause 15 only applies if you are a non-business consumer.

- 15.1. We only supply the Products to you for domestic and private use.
- 15.2. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.3. We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;

- (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the provisions detailed in section 31(1) Consumer Rights Act 2015; and
 - (d) any other matter for which liability may not be excluded or limited as a matter of law.
- 15.4. Subject to clause 15.3, we will not be liable to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for any:
- (a) indirect or consequential loss;
 - (b) loss of profits;
 - (c) loss of business or goodwill;
- howsoever arising out of any problem you notify to us.
- 15.5. Subject to clause 15.3, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products purchased under the Contract.
16. **Events outside our control**
- 16.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control. An **Event Outside Our Control** means any act or event beyond our reasonable control including, without limitation: strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 16.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract we will contact you as soon as reasonably practicable and our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 16.3. You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 60 days. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.
17. **Notices**
- This clause 17 only applies if you are a business customer.**
- 17.1. Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
- 17.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next

working day delivery service, at 9.00 am on the second working day after posting or if sent by e-mail, one working day after transmission.

- 17.3. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 17.4. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. **Other important terms**

- 18.1. We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 18.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing in advance.
- 18.3. Unless expressly provided otherwise in these Terms, no amendment or variation to the Contract shall be effective unless it is in writing and signed by each party.
- 18.4. This Contract is between you and us. No other person shall have any rights to enforce any of its Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.5. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 18.6. These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 18.7. If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 18.8. **If you are a non-business consumer**, the Contract is governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.
- 18.9. **If you are a business**, the Contract is governed by English law and you can only bring legal proceedings in respect of the Products in the English courts.