

## **www.imray.com Terms and Conditions of Sale**

If you purchase goods through imray.com you agree to be bound by our terms and conditions of sale.

### **1. Definitions and Interpretation**

In these terms and conditions: 'Imray' and 'Imrays' means Imray Laurie Norie & Wilson Ltd, 'working day' means every day of a calendar year apart from weekends and statutory and public holidays; 'us' means Imray and you together; and 'you' and 'your' means the person ordering goods under these terms and conditions.

### **2. The Contract between us.**

2.1 Imray.com is the retail online sales division of Imray.

2.2 These conditions shall apply to all contracts for the sale of goods by Imray concluded via the Imray.com web site to the exclusion of all other terms and conditions, including any terms supplied by you at any time.

2.3 Any order placed by you in response to the material set out on the Imray.com web site shall constitute an offer by you to purchase goods from Imray, which Imray shall be free to accept or reject.

2.4 Imray must receive payment by credit card / debit card or via WorldPay (our online payment processing providers) of the whole of the price for the goods [plus the amount of the delivery charges and any relevant taxes or duties which Imray is obliged to collect] that you order before your order can be accepted. You will receive confirmation of the amount paid via WorldPay and once full payment has been received by Imray and Imray has determined that it shall meet your order, Imray acceptance of your order will be evidenced by receipt delivered with your purchases brings into existence a legally binding contract between us.

### **3. Price**

3.1 The prices payable for goods that you order (net of delivery and insurance costs and any applicable sales, export or import taxes, for which you must pay in addition) are the prices displayed on our Imray.com site at the time you place an order.

3.2 Imray reserves the right at any time to revise its prices without notice.

3.3 You will be required to pay extra for delivery and insurance (and taxes if applicable) and it might

not be possible for Imray to deliver to some locations. The cost of delivery is calculated within the

total order value at the time you place the order.

### **4. Withdrawal by you from the contract**

4.1 You may withdraw your order for goods at any time up to the end of the seventh working day after the date of receipt by you of the goods provided you have not altered or damaged the goods in any way, or, in the case of videos or computer software, unsealed them from their shrink-wrap or cellophane packaging. You do not need to give Imray any reason for withdrawing your order.

4.2 The only circumstances in which you cannot withdraw your order are where you have altered or damaged the goods which you have already received (or the ones in relation to which you want to withdraw) or, in the case of videos or computer software, unsealed them as

described in condition 4.1 above or where you have failed to notify Imray of your wish to withdraw within seven days of your receipt of the goods.

4.3 To withdraw your order in accordance with condition 4.1 above you must notify Imray by email at [ilnw@imray.com](mailto:ilnw@imray.com) and, where the goods have already been despatched. Imray will agree with you a method and price for the return of the unwanted goods to Imray.

4.4 If you have received the goods before you withdraw your order then, unless you have lost your right to withdraw because you have altered or damaged them in any way, or, in the case of videos or computer software, unsealed them as described in condition 4.1 above or failed to notify Imray within seven working days of your receipt of the goods of your wish to withdraw, you must send the relevant goods back to the agreed Imray return address at your own cost and risk.

If you withdraw your order before you receive the goods but Imray has already processed the goods for delivery, when you receive the goods, you must not unpack, alter or damage the goods and you must send the goods back to the agreed Imray return address at your own cost and risk as soon as possible.

4.5 Once you have notified Imray that you are withdrawing your order, and provided that the goods in question are returned by you and received by Imray in the condition they were in when delivered to you, any sum debited to Imray, for the returned goods, from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order together with the agreed costs of the return of the goods to Imray.

## 5. Non fulfillment of your order

If Imray has insufficient stock to deliver the goods ordered by you, or for any other reason does not accept your order, any sum debited by Imray from your credit card will be re-credited to your account and Imray will notify you by email at the address given by you in your order form. The refund will be made as soon as possible and in any event within 30 days of your order. Re-credit of the amount debited from your credit card shall be the only payment due by Imray to you where an order is not accepted or goods cannot be delivered to you.

Imray shall not be liable to pay any additional compensation for losses or damages of any kind incurred by you as a result of non-fulfilment of your order (including, without limitation, lost profits, loss of enjoyment, and direct, indirect, consequential, or special losses of any kind), whether or not you have notified Imray of the possibility of such losses.

## 6. Delivery of goods to you

6.1 If your order is accepted, Imray will deliver the goods ordered by you to the address you give Imray for delivery at the time you make your order. Subject to availability, Imray will endeavour to provide that goods are delivered within 30 days from the date of Imray's acceptance email to you.

6.2 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and Imray will not be liable for their loss or destruction.

## 7. Product warranties and guarantees

Save as provided by law, the only warranties and representations relating to the goods given to you by Imray are those set out in the written documentation (if any) supplied with the goods in question.

## 8. Liability

8.1 If the goods Imray delivers are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, Imray shall have no liability to you unless you notify Imray by email [ilnw@imray.com](mailto:ilnw@imray.com) of the problem within 10 days of the delivery of the goods in question.

8.2 If you do not receive the goods ordered by you within 30 days of the date on which you ordered them, Imray shall have no liability to you unless you notify Imray by email [ilnw@imray.com](mailto:ilnw@imray.com) of the problem within 40 days of the date on which you ordered the goods.

8.3 If you notify a problem to Imray under this condition, Imray's only obligation will be, at its option:

1. to make good any shortage or non-delivery;
2. to replace or repair any goods that are damaged or defective; or
3. to refund to you the amount paid by you for the goods in question together with

any agreed costs incurred by you in returning any incorrect or damaged goods if so agreed to Imray.

8.4 Subject to condition 8.5 below, Imray will not be liable to you for any direct or indirect or consequential or special loss or damage (including without limitation, any loss of profits) arising out of any problem you notify to Imray under this condition and Imray shall have no liability to pay any money to you by way of compensation other than, where applicable, to refund to you the amount paid by you for the goods in question and any agreed return delivery charges as set out in paragraph 8.3.3 above.

8.5 Nothing in this condition is, however, intended to limit any rights you might have as a consumer under English law or under any applicable local law which may not be excluded by law, nor in any way to exclude or limit Imray's liability to you for any death or personal injury resulting from its negligence.

## 9. Force majeure

Imray shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond its reasonable control.

## 10. Invalidity

If any part of these conditions is unenforceable (including any provision in which Imray excludes its liability to you) the enforceability of any other part of these conditions will not be affected.

## 11. Governing law

The contract between us shall be governed by and interpreted in accordance with English law, and you accept that English law applies and that the English courts shall have nonexclusive jurisdiction to resolve any disputes between us.

## 12. Entire agreement

These terms and conditions, together with the current [imray.com](http://imray.com) website prices, the delivery details supplied by you by email to Imray, Imray's contact details set out on the [Imray.com](http://Imray.com) site and the information set out on the invoice sent to you with the goods, comprise together the whole of our agreement relating to the supply of the goods to you by Imray.

These terms and conditions cannot be varied except in writing signed by a director of Imray. In particular nothing said by any sales person on behalf of Imray should be understood as a

variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by Imray. Imray shall have no liability for any such representation being untrue misleading.

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