

# Portable Gadgets

## Terms of Conditions of Sale

The following terms and conditions of sale apply to [www.portablegadgets.com](http://www.portablegadgets.com). The order indicates your acceptance of these terms and conditions. It is in your interests that you read them carefully. These terms do not affect your statutory rights. To order goods you must be at least 18 years of age. We have the right to refuse at our discretion to supply goods and the contract is only binding at the time we ship the order and charge your credit card. We will not ship goods until credit card has been authorised and or cheque payment cleared.

### 1) Goods Availability

All products are subject to availability and may be withdrawn at any time without prior notice. We will endeavour to offer accurate lead-time for any product which is not in stock however we do not accept any liability for none availability of goods.

### 2) Product Specification

It is the responsibility of the customer to ascertain suitability of the goods for the intended purpose. We will endeavour to ensure all specifications supplied are correct however we accept no responsibility for any errors or omissions.

### 3) Delivery

Whilst every reasonable effort will be made to ship goods within the timescales issued we will not be liable for losses, costs, damages or expenses incurred, arising out of any failure to meet the estimated delivery date. We also reserve the right to partial delivery. Delivery of the goods will be direct to the customer's address as specified by the credit card and it is the responsibility of the customer to ensure there is adequate provision to accept the goods in normal working hours. We will not deliver to a PO address box. We will not accept liability for goods lost in transit unless we are notified within 5 days (for UK shipments) and 7 days (for EEC shipments) from expected delivery date. The expected delivery date will be advised by email at the time of order confirmation.

### 4) Acceptance of Goods.

Customer must always sign for goods 'unchecked' and report in writing within 48hrs for any missing items or damaged goods. It is imperative as part of such claim that all packing material is kept for possible inspection by the carriers and or their appointed agent. It is also imperative that customer only signs for the number of packages delivered and equal to the number on the delivery note. Again any claim on missing packages must be reported with 48hrs in writing.

***For all shortages, damaged goods, incorrect goods it is essential customer reports within 48hrs.***

### 5) Product Warranty

All products supplied are covered by the terms and conditions of the Original Manufacturer and by UK or EEC statutory laws. For the UK, 12 months warranty applies for new goods or longer if specified and for refurbished goods as stated at the

time of offer. It is your responsibility to determine if goods are faulty and we reserve a right to charge a 25% re-stocking fee if goods can be proved to be not defective. We will endeavour to support the purchaser in establishing if the goods are faulty but we will also encourage direct contact with the manufacturer (if possible) due to their extensive knowledge of their own products. Opened software will not be accepted for credit of exchange.

#### 6) Product Returns

If you are not totally satisfied with your purchase, you can return within 7 days from the date of receipt. We will only accept goods for full credit, if goods are returned in pristine condition, and as supplied with all packing material etc. It is the responsibility of the customer to ensure goods are adequately packed and that the goods are returned using a method of shipment, which acknowledges receipt of goods. We would always advise goods are adequately insured and shipped by a recognised carrier. The customer should not return goods without prior authorisation. The issuing of an RMA number is our acceptance that goods can be returned. This must be clearly identified on the outside of the packaging and we reserve the right to refuse any goods if the RMA number is not clearly legible.

#### 7) Order Cancellation

Orders cancelled after the despatch of goods will only be credited once goods have been received back and must be as supplied. Should returned items be incomplete or defaced in anyway, we reserve the right to apply a 25% re-stocking fee.

#### 8) Liability and Force Majeure

In the event of any breach of these terms and conditions, except as may be implied by law, our liability of the goods shall under no circumstances exceed the cost of the goods and under no circumstances should we be liable for any indirect, incidental or consequential damage. We will not be under any liability whatsoever in the event we are prevented in supplying goods or late in delivery by any reason beyond our control.