



Terms And Conditions Of Sale

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1. General

In these conditions of sale:

“The Company” means Greenpc sa. “The Buyer” means the person, firm or Company ordering or buying goods from the Company.

No contract in respect of the goods between the Company and the buyer shall exist until the buyers order has been accepted by the Company. In placing an order with the Company the buyer agrees to be bound by these conditions. No conditions or terms stipulated in any other communication or document shall vary or annul any of those conditions except insofar as the same are expressly consented to in writing by the Company.

2. Payment and Dispatch

- a. Unless otherwise specified the price quoted is packed ex the Company's warehouse. An extra charge will be levied to cover delivery and insurance costs. A charge may be made to cover any extra costs for delivery to a different address.
- b. Should expedited delivery be agreed an extra cost may be charged to cover any overtime or any other additional costs involved.
- c. Should work be suspended at the request of or delayed through any fault of the buyer for a period of 30 days the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

3. Credit policy and Payment Information

- a. The Company's standard terms for payment are cleared funds only. Accounts with outstanding balances will be placed on credit hold. This means that no further goods will be shipped and all support and repair/warranty services withdrawn until the account is brought into order. This can only be altered with the written agreement of the Company's management.
- b. All orders will be subject to our in-house security procedures and only upon satisfactory checks will these orders be dispatched. This will apply to all new customers and existing customers should the Company feel it necessary.

4. Retention of title

The Company and the buyer expressly agree that until the Company has been paid in full for the goods comprised on this or any other sales contract between them and all outstanding amounts due to the Company from the buyer or any associated or subsidiary or holding Company of the buyer or from any director or shareholder of the buyer or any other such Company:

- a. The goods shall remain the property of the Company – and the buyers, as bailees for them for the Company, will store the same for the Company in a proper manner without charge and in such a way that the goods are clearly identified as being the property of the Company. Notwithstanding that the risk herein shall pass to the buyer as proved herein.
- b. At any time the Company may recover from the buyer the goods remaining in the buyers possession and for the purposes thereof may enter upon any premises of or occupied by the buyer or any third party (with the consent of that third party).

5. Risk

Notwithstanding the preceding condition all risk in respect of the goods shall be assumed by the buyer upon delivery of the same to him.

6. Loss or Damage in Transit or Non Delivery

The buyer shall examine the goods immediately that the goods are delivered to him. The Company reserves the right to reject claims in respect of shortages or damage in transit or non-delivery, specifically if such has not been denoted on the proof of delivery note. You must notify customer services within 72 hrs of the date of delivery by email to support@greenpc.lu.

7. Late Delivery

Whilst the Company will use its best endeavours to deliver the goods in accordance with the buyer's property requirements, the Company will not be liable for any consequence of late delivery however caused.

8. Warranty and Defective Products

The Company guarantees to the buyer that the goods will be free from defects caused by faulty materials or poor workmanship, for a period no longer than the warranty period stated on the sales order or sales invoice.

If the Sales Order or Invoice makes no statement as to warranty, the goods are deemed to have been supplied with no warranty whatsoever. Under this guarantee the Company will, as its option, either repair or give a replacement of equivalent quality or issue credit to the buyer for any goods found to be defective by reason of faulty materials or by poor workmanship, provided that:

- a. The Company is notified by email to support@greenpc.lu, as soon as the buyer first discovers any such defects or suspected shortages in the order and in any event no later than 28 days from the date of invoice.
- b. The defective goods are returned to the Company, transportation charges being pre-paid by the buyer within 28 days.

- c. Examination by the Company of such goods shall disclose to its satisfaction that such defects exist and have not been caused by misuse, neglect, accident, improper storage, installation or handling, or by repair or alteration not effected by the Company.
- d. In the case of a consumer transaction this condition shall not affect the statutory rights of the buyer.
- e. The Company's liability to the buyer in either contract or tort shall not extend either under this condition or any other provision or in any circumstances at all to indirect or consequential loss or damage or loss of profits sustained by the buyer provided always that this condition shall not exclude or restrict for death or personal injury arising from its negligence.
- f. Goods being returned will only be accepted with the returns authorisation number issued by the Company clearly labelled on the outer packaging.
- g. GOODS RETURNED MUST BE IN THE ORIGINAL PACKAGING, UNDAMAGED, COMPLETE AND WITH ALL THE ORIGINAL MANUALS AND LITERATURE SUPPLIED WITH THE GOODS: GOODS RETURNED NOT IN LINE WITH THIS CONDITION, WILL, AT THE COMPANYS DISCRETION, BE REFUSED OR THE COMPANY WILL BE ENTITLED TO CHARGE APPROPRIATE PACKAGING, MANUALS AND LITERATURE IN ORDER TO RETURN THE GOODS TO THE COMPANYS OWN SUPPLIER. THE COMPANY WILL BE UNDER NO LIABILITY TO THE BUYER UNDER THIS CLAUSE IN RESPECT OF GOODS, WHICH ARE RETURNED IN A DAMAGED CONDITION.
- h. If it is the responsibility of the buyer to ensure that any items returned are properly insured. The Company will not be responsible for any items lost or damaged in transit.
- i. The Company accepts no responsibility for the durability of consumables i.e. toner, cartridges, ribbons etc.
- j. The Company does not warranty notebook/laptop batteries. We do not check the life expectancy of a laptop/notebook battery and whilst this is a removable and replaceable part of a portable machine we do not warrant or test these batteries. The functionality is by our technical processes using a PSU ([Power Supply Unit). This matter is taken into consideration when pricing these goods for sale.

9. Force Majeure

The Company reserves the right to cancel, vary or suspend the operation of contract of sales if events occur which are in the nature of force majeure including (and without prejudice to the generality of the foregoing) fire, floods, storm, plant breakdown, strikes, lock-outs, riots, hostilities, non-availability of materials or supplies or any other event outside the control of the Company and the the Company shall not be held liable for any breach of contract resulting from such event.

10. Cancellation

The Company may withhold or cancel further or any deliveries under the contract of sale and may recover all losses resulting therefrom if the buyer:

- a. Fails to make payment on the due date under the contract with the Company, or
- b. Enters into a composition with its creditors or (being a Company) has a receiver appointed or passes a resolution for winding up or if a court shall order it to be wound up, or commits an available act of bankruptcy, or
- c. Is in breach of any of the items and conditions contained herein notwithstanding that on a former occasion it has waived its rights. The exercise of rights shall be without prejudice to the Company's other rights of remedies.

11. Law

These conditions of sale shall be construed in accordance with Luxembourg Law.

12. Signatures

If you agree with our Terms and Conditions of Sale, then please 1) print, 2) complete, 3) sign, 4) stamp and 5) date the section below.

Name: _____

Title: _____

Date of Signature: _____

Place: _____

Signature: _____



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