



TERMS AND CONDITIONS OF SALE

- Please read our Terms and Conditions of Sale carefully.
- Receipt of your order will indicate that you accept wholly the following Terms and Conditions.

1. Definitions

In these conditions the following words have the following meanings:

You, the Customer a person or company buying Product(s) from us.

Consumer a private person buying Product(s) for private use. If you are a Consumer, please find your specific rights and exceptions in Section 17.

Contract: any contract between Gunfit and the Customer/Consumer for the sale and purchase of the Product(s), incorporating these Conditions;

Gunfit (us, our) the Product(s) vendor as identified on your invoice.

Order Confirmation formal acknowledgement of Product(s) ordered by you, sent by Gunfit.

Price stated in Order Confirmation.

Product(s) as described in Order Confirmation, may include Gunfit-branded products and Service Offerings.

Service Offering as described in Order Confirmation and Gunfit Service description document.

Service Provider Gunfit.

Service means general service and support carried out by Gunfit in accordance with the Service Offering.

2. Interpretation

- 2.1. In these conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 2.2. In these conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.
- 2.3. In these conditions, headings will not affect the construction of these conditions.

3. Application

This Agreement applies to this sale and all statements made by Gunfit in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to this Agreement must be confirmed by Gunfit in writing. Any other Terms and Conditions are excluded. Placing your order means acceptance of this Agreement. This Agreement does not apply to Product(s) purchased from a reseller or distributor nor is it a reseller or distribution agreement.

4. Orders/Contract

Orders may be received by writing, internet, telephone or fax but are only binding when accepted by Gunfit in a written Order Confirmation. Please check the Order Confirmation and notify Gunfit of any mistake in writing immediately or the details stated in the Order Confirmation will apply to this Agreement. Gunfit reserves the right to change Product(s) at any time but Gunfit guarantees you at least equivalent functionality and performance.

5. Price & Payment Terms

Product(s) and Service Offering prices, tax, shipment, insurance and installation are as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs (incl. for components and Services) may cause Gunfit to adjust prices accordingly. Payment, in Pounds Sterling, will be made before supply or Service. Payment timing is of the essence.

6. Delivery/Title/Risk

The delivery period in the Order Confirmation is approximate. Delivery by instalments may be made. The place of delivery is stated in the Order Confirmation. Title to Product(s) passes on full payment and until then you must insure and store our goods separately and you may not modify, pledge or sell them. Gunfit may enter the storage premises to repossess the goods. Should you sell them before title passes, you will become Gunfit's agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. Gunfit may sue for the Price before title passes. If you refuse delivery without Gunfit's agreement, you must pay Gunfit's expenses or loss resulting from that refusal, including storage costs, until you accept delivery. Risk of the loss of the goods passes to you on delivery.



7. Acceptance

When you receive Product(s) you must inspect it for any defects or non-conformity within 7 days. After this period, you will have accepted Product(s). If Gunfit agrees to the return of Product(s) at its choosing, it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable by you.

8. Warranty

All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. Gunfit warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. Gunfit may revise its limited warranties from time to time but any such change will not affect product(s) ordered by you prior to the date of such change.

Gunfit does not give a warranty guarantee protection for:

- a. damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or yourself;
- b. damage caused by any party (except Gunfit) or other external force;
- c. fitness for any particular purpose;
- d. any instruction given by you and correctly performed by Gunfit.

You must provide Gunfit with all reasonable courtesy, information, cooperation, facilities and access to enable Gunfit to perform duties, failing which Gunfit shall not be obliged to perform any Service or assistance.

Please note that your calls to Gunfit may be monitored for training purposes.

9. Services (if applicable)

These will be provided by Gunfit. Response times are estimates and may vary according to the remoteness or accessibility of Product(s) location. Service may be provided via telephone or internet where appropriate. You must allow Gunfit to examine Product(s) at your or Gunfit's premises (at our choosing). Gunfit owns any replaced Product(s) or parts resulting from repair and will charge Customer if these are not returned upon request.

Unless stated in Service Offering, the following are excluded from Service: work outside local working hours, weekends or on public holidays, items excluded from Warranty, changes to configuration, relocation, preventative maintenance. Parts not critical to Product(s) function may not be serviced within Service Offering time period.

10. Liability

Gunfit does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by Gunfit within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following Gunfit's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure.

Gunfit accepts liability only as imposed by law and, except for death/personal injury, this liability is limited to the lesser of £50.00 sterling and the price paid for the Product.

11. Export Control

You acknowledge that Product(s) may include technology which is subject to US and EU export control laws and laws of the country where it is delivered or used: you must abide by all these laws. Product(s) may not be sold, leased or transferred to restricted / embargoed end users or countries or for a user involved in weapons of mass destruction or genocide without the prior consent of the US or competent EU government. You understand and acknowledge that US and EU restrictions vary regularly and depending on Product(s), therefore you must refer to the current US and EU regulations.

12. Force Majeure

Gunfit is not liable for delays in performance (incl. delivery or Service) caused by circumstances beyond its reasonable control and will be entitling to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party, giving notice in writing to the other party, without compensation.

13. Confidentiality

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.



14. Termination

Gunfit may terminate this Agreement with immediate written notice if you: 1) fail to pay on time, 2) breach or Gunfit suspects you have breached export control laws.

Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

15. Your obligations as a Customer

You are responsible for:

- a. your own choice of Product(s) and its suitability for purpose;
- b. your telephone & postal charges in contacting Gunfit, if any;
- c. product(s) specified or provided by you (whether used or unused), its performance, licences and authorisations.

You must provide Gunfit with all reasonable courtesy, information, cooperation, facilities and access to enable Gunfit to perform duties, failing which Gunfit shall not be obliged to perform any Service or assistance.

Please note that your calls to Gunfit may be monitored for training purposes.

16. Data Protection

Your data will be held and/or transferred in strict accordance with the applicable data protection laws and Gunfit's data protection registration. You consent to your personal data being transferred to a Gunfit company outside of the EEA. You may instruct Gunfit not to use your data for direct marketing purposes.

17. Consumer Rights

If you are a Consumer you may cancel your purchase at any time within 7 working days of receipt without cause and receive a refund of the Price paid. To do this you must inform Gunfit in writing and return the product(s) immediately, in the same condition you received them and at your own cost and risk. Any statutory Consumer rights are unaffected by this Agreement. This does not apply to any business customer or user.

18. Jurisdiction

These Terms and Conditions and all transactions relating to this website are governed by the law of Northern Ireland and are subject to the exclusive jurisdiction of the Northern Irish courts.

19. Miscellaneous

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. Gunfit may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

20. You can find all current Gunfit policies, Product(s) and Service Offering details and notices via www.gunfit.com - those in place at the date of this Agreement govern this Agreement.

NOTE:

Prices and specifications are correct at date of publication but subject to availability or change without notice. Gunfit cannot be responsible for errors in typography or photography. Gunfit's Terms and Conditions of Sales and Service apply and are available on request.