

Privacy Notice

Systemax Communications Ltd takes your privacy seriously. Your personal information will not be sold or otherwise distributed to third parties without your consent. Systemax is not a source of unsolicited email.

What Our Privacy Policy Covers

This policy covers what personal information Systemax collects, how that information is collected and why we need it. Personal information is information about you that is personally identifiable like your name, address, email address, or phone number, and that is not otherwise publicly available. This policy does not cover the practices of companies other than Systemax or people who are not employed or managed by Systemax.

Third party sites provide the products and services listed on Systemax and these sites have their own privacy statements and are not covered by this policy.

What Information We Collect and How We Use It

Providing your email address to Systemax is optional and used solely to update you with new products and services that our site has to offer, or to respond to and queries you have sent. Systemax automatically receives and records information on our server logs from your browser, including your IP address, browser type, and the page(s) you request. This information is collected anonymously and is used to better understand how people use our site and improve its performance.

Who Has Access to Your Information

As a matter of policy Systemax does not sell, rent, share or otherwise distribute any of your personal information to third parties except in certain specific circumstances.

Those circumstances are as follows:

We receive a summons, court order or other legal demand for your information.

We believe it is necessary to share information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, or as otherwise required by law.

Systemax is acquired by or merged with another company. In this event Systemax will notify you before your information is transferred and becomes subject to a different privacy policy.

Some of our services allow you to make certain information public or accessible to certain individuals. If you make use of these services will share your information as you request.

What Are Cookies and Why Do We Use Them

Cookies are a standard Internet technology, and many major web sites use them to provide useful features for their members. Cookies allow us to store and retrieve login and other information on a user's system. They provide us with data that we can use to improve our service to you. Cookies themselves do not personally identify users, although they do identify a user's computer. The default setting for most browsers is to accept cookies; if you prefer you can set yours to refuse them. If you choose not to accept cookies you will not be able to take full advantage of Systemax's website.

What Happens If Systemax Makes A Change To This Policy?

If Systemax intends to make a change to our privacy policy we will post a notice on this site and we will also notify you by email.

How You Can Contact Us

If you have any questions about this privacy statement, the practices of this website or your dealings with this website you may get in touch with us through the Contact Us page.

How to Unsubscribe

If no longer wish to receive updates on the products and services that we offer then please send an email from that address with the word "unsubscribe" in the subject.

SYSTEMAX COMMUNICATIONS LIMITED ("SYSTEMAX")

TRADING CONDITIONS

1 Terms of Business

- 1.1 All Systemax's quotations, specifications and contracts are subject to this and the following conditions and any qualification or variation in the client's order or acceptance or otherwise shall be excluded and these conditions shall prevail unless expressly agreed in writing by Systemax.
- 1.2 No order or acceptance or other instruction from the client shall be binding on Systemax unless confirmed in writing by an authorised representative of Systemax.
- 1.3 No employee or agent of Systemax has authority to waive or vary any of Systemax's conditions (unless varied in writing and signed by an authorised representative of Systemax) and the client in accepting Systemax's quotation or in entering into a contract on the basis of these conditions is deemed to have acknowledged that it has not received or relied on any oral representative which might have the effect of overriding these conditions.

2 Price

- 2.1 The contract price for the goods or materials to be supplied and/or the works or services to be performed shall, subject to clause 2.5, be as specified in Systemax's quotation.
- 2.2 The contract price shall be exclusive of delivery and packing (if any) unless otherwise agreed in writing.
- 2.3 Value Added Tax at the current rate will be applied to the contract price and all charges as applicable.
- 2.4 Unless a contract is entered into within 30 days of the date of a quotation Systemax may at its' discretion give a further quotation.
- 2.5 Systemax reserves the right by giving notice to the client at any time before delivery or full performance of the contract to increase the contract price to reflect any increase in cost to Systemax which is due to any factor beyond Systemax's control.

3 Payment

- 3.1 All accounts shall be paid without retention within seven days of the date of the invoice. If alternative payment terms have been agreed then all accounts shall be paid without retention within the term agreed. The rights to demand payment and to require satisfactory security at any time before payment in full is made are reserved.
- 3.2 Systemax shall be entitled to recover from the client all costs incurred by it in enforcing or collecting payment of the contract price and any sums due to Systemax.
- 3.3 If any payment is not received on the due date then without prejudice to Systemax's other rights and remedies, Systemax may:
- 3.3.1 withhold or suspend performance of any contractual obligation and the cost to Systemax so occasioned shall be payable by the client; and
- 3.3.2 charge interest at the rate of four percent above the base rate of National Westminster Bank PLC from time to time until such payment is received by Systemax.
- 3.4 Non-payment on the due date will render the sum total of all outstanding balances payable immediately without Systemax having to give any notice whatever to this effect.
- 3.5 All goods and materials delivered and in respect of which payment has not been made on the due date shall at Systemax's discretion be returned by the client at the client's expense.

4 Title

- 4.1 All goods and materials sold by Systemax shall remain the property of Systemax until payment of the price and any applicable charges in full (each order being considered as a whole).
- 4.2 The client is however authorised to use or resell the goods or materials in the ordinary course of business prior to Systemax receiving full payment. Systemax reserves the right to rescind the said authorisation with effect from the first delay in payment.
- 4.3 If the client resells the goods or materials as aforesaid then:
- 4.3.1 as between the client and its' purchaser the client shall be a principal and not the agent of Systemax;
- 4.3.2 the client shall account to Systemax for that part of the proceeds of sale as is equal to the contract price and any applicable charges payable by the client to Systemax in respect of such goods or materials; and
- 4.3.3 until such payment is received by Systemax the proceeds of resale shall be maintained by the client in a separate account.
- 4.4 If payment by the client to Systemax is overdue Systemax may (without prejudice to any of its' other rights and remedies) recover and resell or use any or all of the goods or materials and may enter upon the client's premises for that purpose.

5 Payment through leasing/rental

Systemax agrees payment of the amount prescribed on the Sales Order Schedule may be offset through a leasing/rental arrangement to be entered into by the client, in this event ownership will transfer to the leasing company and be subject to their terms and conditions. If for any reason whatsoever the client's arrangements for financing the purchase of the equipment shall be frustrated, the trading conditions hereof shall remain in full force and effect as between the client and Systemax.

6 Performance and Delivery

Any times or dates stated or agreed by Systemax for completion or performance of works or services or delivery of goods or materials are not of the essence of the contract. Such times and dates are given by way of estimate only and in the event of any such delay Systemax shall not be liable for any loss or damage to the client howsoever caused.

7 Risk

The risk in the goods or materials shall pass to the client on delivery and the client agrees to take the risk of damage to the goods or materials in transit irrespective of whether the property therein shall have passed or not after despatch from Systemax's premises.

8 Variations

- 8.1 The value of any variations to goods, materials, works or services included in the quotation and authorised by the client should wherever practicable be agreed before the variation is carried out.
- 8.2 The value of any such variations shall be added to or deducted from the contract price stated in the quotation. Variations shall not vitiate the contract and shall be carried out expressly subject to these conditions.
- 8.3 Systemax reserves the right to vary goods or materials without affecting the fundamental nature of such goods or materials (unless such changes are required to conform with any safety or statutory requirements) and the client accepts that in such event Systemax shall be under no liability to the client in respect of such variation.
- 8.4 Systemax shall use its' best endeavours to comply with any reasonable request for variation by the client provided that in so complying it will be entitled to vary times and dates for delivery and performance and/or the contract price accordingly. If Systemax is unable to so comply or if the client shall cancel the order the client shall reimburse to Systemax all costs, expenses and losses incurred by Systemax.

9 Specifications

- 9.1 Where goods or materials are supplied to the client's own specifications no warranty or guarantee is given or implied as to their suitability for the purpose for which they are to be used and no liability is accepted for failure of or error in such specifications.
- 9.2 Systemax shall in no circumstances be deemed to warrant that any goods or materials or any part thereof will conform exactly with any sample or illustration seen by the client or any goods or materials already in the client's possession.

10 Cancellation

No contract or order which has been accepted may be cancelled by the client except with the written agreement of Systemax and on terms that the client shall indemnify Systemax in full against all loss (including loss of profit) costs (including labour costs) damages and expenses incurred by Systemax as a result of such cancellation.

11 Exclusion of liability

Except in respect of death or personal injury caused by Systemax's negligence Systemax shall in no event be liable for any loss, damage or expense whatsoever and howsoever arising out of or in connection with contract subject to these conditions or for any loss of profit or consequential loss howsoever arising in connection with the breach or non fulfilment of the contract by Systemax and, unless otherwise agreed in writing by Systemax, all conditions, warranties and stipulations whether statutory or otherwise are expressly excluded to the fullest extent permitted by law.

12 Intellectual Property

- 12.1 Unless otherwise agreed in writing by Systemax all intellectual property rights including any patent, registered design or copyright in all goods, materials, designs, models, drawings or prototypes supplied or created by Systemax shall remain the property of Systemax.
- 12.2 The client shall indemnify Systemax against all claims, damages, costs and expenses incurred by it through execution of any order for the client which constitutes any infringement of any patent, registered design, copyright or other intellectual property rights.

13 Sub – Contractors

Systemax may sub-contract out the whole or any part of the works which Systemax is otherwise required to carry out pursuant to the contract or assign the benefit of any contract with the client.

14 Force Majeure

If Systemax is prevented from performing any of its' obligations hereunder by any circumstances whatsoever beyond its' reasonable control then it shall be released from all liability under the contract to the extent to which fulfilment thereof is prevented, impeded or frustrated as a consequence of such circumstances.

15 English Law

The construction, validity and performance of all contracts entered into by Systemax shall be read and construed in accordance with the laws of England, the courts of which country shall at the discretion of Systemax be the forum for determining any disputes arising thereon.