1. Definitions & Interpretation.
   a. Where used in these Terms and Conditions of Sale:
      i. “WGEO” means any individual, personal, entity, company, firm, partnership or organization that purchases Products from WGEO.
      ii. “Buyer” means any individual, personal, entity, company, firm, partnership or organization who is acting as a Consumer (as defined by applicable law) and for purposes not related to his or her trade, business or profession.
      iii. “Consumer” means any individual, personal, entity, company, firm, partnership or organization who is acting as a Consumer (as defined by applicable law) and for purposes not related to his or her trade, business or profession.
      iv. “Territory” means these Terms and Conditions of Sale or any such successor terms and conditions that the Buyer is notified in full and effect as of the date of a Contract and are concurrently available on WGEO’s website located at the following URL: https://www.westconconstor.com/politik/vegalemente.png.
   b. “Contract” means any agreement for the purchase and sale of Products from WGEO to which this Section 1 applies.
   c. “Contract Date” means the date upon which a Purchase Order is accepted by WGEO.
   d. “E-System” means the Product ordering website operated by WGEO currently located at the following URL: https://www.westconconstor.com/politik/vegalemente.png.
   e. “Force Majeure” means, without limitation, any acts of God, war, terrorism, riot, fire, floods, epidemics, explosions, strikes, lockouts, breakdowns, accidents, civil commotions or other causes which are beyond the reasonable control of WGEO (including delays by its Suppliers).
   f. “Goods” means any Supplier’s goods or, software, or any items or parts thereof, which are supplied by WGEO to Buyer pursuant to a Contract, including any Supplier documentation related thereto.
   g. “Purchase Order” means Buyer’s oral, written or electronic order for Products and shall include any order that Buyer places online through the Website or transmits via email or facsimile.
   h. “Services” means any Supplier’s services which are supplied by WGEO to Buyer pursuant to a Contract.
   i. “Special Orders” means any Goods that are custom ordered or configured by Buyer’s specifications, which are supplied by WGEO to Buyer pursuant to a Special Order Good or Services.
   j. “Supplier” means the supplier, licensor, publisher, manufacturer or other third party provider of Products.
   k. “WGEO” means Westcon Group Europe Operations Limited, registered in England and Wales under number G856099, with its registered place of business at 10-11 Theobald’s Road, Cirencester, Gloucestershire, GL7 1YT, U.K. or, as appropriate, any branch offices or subsidiaries within the United States.
   l. As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term “including” will always be deemed to mean “including, without limitation”, (iii) a definition is equally applicable to the singular and plural forms of the term defined, and (iv) any headings in the Conditions are for convenience only and shall not affect the interpretation of any terms.

2. General Terms of Sale & Delivery.
   a. Every Contract between WGEO and Buyer shall be subject to the Conditions. No additional or alternative terms or conditions of any nature whatsoever in any purchase orders or confirmations proposed by Buyer or performance thereof by Buyer shall be construed as terms of a Purchase Order or other document submitted to WGEO to be deemed as unless they are expressly agreed to in writing by an Authorized Representative of WGEO.
   b. In the event of any conflict or ambiguity between any document submitted and automatically accepted through the E-System which contain Buyer’s terms or conditions or an offer by Buyer to purchase Products subject to the Conditions, WGEO will use reasonable efforts to notify Buyer of any material changes to the Conditions before they become effective.
   c. WGEO will use reasonable efforts to notify Buyer of any material changes to the Conditions before they become effective. Any set-off or discounting to which Buyer is entitled in respect of the Goods shall be the sole and exclusive responsibility of Buyer, which will be in addition to the conditions of this Paragraph.
   d. Buyer agrees that WGEO’s provision of a price quotation, price list or any other information shall not be construed as an offer by WGEO to sell Products at those prices or subject to any other terms and conditions. Only a Purchase Order submitted by Buyer shall constitute an offer to contract subject to these Conditions. WGEO will use reasonable efforts to notify Buyer if any material changes to the Conditions before they become effective. If not notified otherwise, Buyer agrees that the Conditions and the Terms of Sale set forth in this Paragraph are familiar with the nature and extent of any such separate agreement.
   e. WGEO will use reasonable efforts to notify Buyer of any material changes to the Conditions before they become effective. WGEO’s sole and exclusive liability, and Buyer’s sole and exclusive method, of exercising set-off or discounting in respect of the Goods shall be the sole and exclusive responsibility of Buyer, which will be in addition to the conditions of this Paragraph.

7. Special Order Goods.
   a. Notwithstanding anything to the contrary herein contained, if Buyer has elected to purchase Special Order Goods, Buyer understands and agrees that any Contracts for Special Order Goods may not be cancelled, withdrawn, rescheduled or otherwise changed, unless approved in writing by WGEO, and that any costs incurred by WGEO will not be refundable. Buyer shall be solely responsible for the accuracy of any order for Special Order Goods, which are subject to WGEO’s sole and exclusive liability, and Buyer’s sole remedy, for a breach of the foregoing warranty shall be to repair or replace, at its sole and absolute discretion, the Special Order Goods, provided, WGEO shall have no liability for any inaccuracies on a Purchase Order.
   b. Buyer shall be solely responsible for the accuracy of any Order submitted for Special Order Goods, including the specification, configuration or other details of such Special Order Goods and its functionality, compatibility and interoperability with other products, as well as their fitness for particular use as required by Buyer’s custom.
   c. WGEO warrants, for a period of fourteen (14) days from delivery, that any Special Order Goods will be delivered substantially in accordance with Buyer’s specifications. WGEO’s sole and exclusive liability, and Buyer’s sole remedy, for a breach of the foregoing warranty shall be to repair or replace, at its sole and absolute discretion, the Special Order Goods, provided, WGEO shall have no liability for any inaccuracies on a Purchase Order.

   a. No Purchase Order which has been accepted by WGEO may be cancelled or rescheduled by Buyer except with written approval from WGEO.
   b. The price of Products in WGEO’s stock on the Contract Date shall be: (i) the quoted price which shall be given formally in writing and be valid for seven (7) days following the date of quittance; or (ii) the list price in WGEO’s current published price list. The price shall be in effect at the date that the Products are shipped unless otherwise stated.
   c. The price of Products which are not in stock on the Contract Date (“Backordered”) shall be: (i) the quoted price (which represents a genuine pre-estimate of WGEO’s loss), together with WGEO’s costs and expenses of recovering Products and/or any other costs (including the cost of all labour and materials used), damages and expenses incurred by WGEO as a result of a breach of the Contract, including any foreign exchange fluctuation, currency translation, duties of increased significant in the costs of above, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which are requested by the Buyer or any delay caused by instructions of the Buyer or failure of the Buyer to give WGEO adequate information or instruction, but WGEO will only increase its price by the amount necessary to reflect such an increase. Further, in the event WGEO or its agents make a material or error
Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of WGEO or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Products unless specifically agreed by written agreement between the Buyer and WGEO. No employee or agent of WGEO has any authority to make any representation regarding the Products. Buyer acknowledges that it has been indicated to accept these Conditions by any representations or statements, oral or written, not expressly contained herein.

Warranty. 

Buyer understands that WGEO is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Buyer will ensure that any express warranty terms, if any, provided by the Supplier are provided to Buyer and a copy of such terms shall be provided to WGEO by Buyer. Buyer will ensure that before the date of delivery any appliances, power outlets, conduits, and passageways for the relevant products are obtained from the original Supplier of the Products. Any software supplied to Buyer pursuant to a Contract is supplied subject to the provisions of the Supplier’s licensing terms.

Buyer shall make all reasonable efforts necessary to ensure that neither it nor any of its agents or employees shall make or pass on, any warranty or representation relating to a Product on behalf of WGEO or Supplier’s name.

Any warranties, conditions or other terms implied by common law or statute or in connection with these Conditions (except to the title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

Warranty Assistance.

Buyer shall immediately notify WGEO of any Products supplied to Buyer prove defective in quality or condition within any period of time stated in any written warranty of the Product (the ‘Claim’). Upon receipt of notice of such Claim from Buyer, WGEO shall notify Buyer whether, as a matter of supplier policy, the Claim must be handled directly with the Supplier or whether the Claim is to be handled by WGEO. If the Claim is to be handled by WGEO, WGEO shall provide contact information to enable Buyer to contact Supplier. In the event the Claim will be handled by WGEO, then WGEO will provide Buyer with a return authorization number ‘RMA’ for the Buyer to return the Products to the Supplier. Buyer is responsible for forwarding all Products to Supplier’s address as specified in the RMA. Buyer must provide current RMA policy (which shall be made available to Buyer upon request). No Products may be returned to WGEO without the receipt of a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. WGEO shall not be obligated to ship replacement Products to Buyer until WGEO is in receipt of the original Products being returned.

Buyer agrees that WGEO’s sole liability to Buyer for any Product defect claims is limited to the administration of such claims with the Supplier and is expressly contingent upon WGEO’s ability to obtain a refund, credit or new replacement from the Supplier. WGEO has no obligation to accept a return of Products that fail to comply with a Supplier’s policy on Product returns.

WGEO shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, neglect, use of non-approved accessories, use of WEEE legislation, modification or alteration not authorised by Supplier, or use in conjunction with a third party product. WGEO reserves the right to determine whether any Products, if returned, will be repaired or replaced. All transportation charges incurred in returning or replacing Products are the responsibility of Buyer.

Returns.

Buyer shall return Products to WGEO in accordance with these Conditions and WGEO’s then current RMA policy (which shall be made available to Buyer upon request). Any Products returned pursuant to an RMA issued by WGEO shall be returned to WGEO at Buyer’s cost and expenses. WGEO reserves the right to determine whether any Products, if returned, will be repaired or replaced. All transportation charges incurred in returning or replacing Products are the responsibility of Buyer.

Unless WGEO collects the Products, every return must be accompanied by a return authorization number. Buyer agrees that WGEO shall not be liable for any loss or damage to Products returned to WGEO.

Except for Products returned pursuant to Clause 12 above, all returns are subject to WGEO’s sole and absolute discretion and the remainder may be subject to a fifteen percent (15%) restocking fee, at WGEO’s sole discretion.

Limitation of Liability.

WGEO shall not be liable for any direct or indirect loss or damage arising out these Conditions and any Contract shall be limited to, and shall not under any circumstances exceed the price paid by Buyer for the Products giving rise to the claim, excluding VAT. Failure of WGEO to supply any of the services, credit or finance facilities of WGEO’s direct or indirect products or any Contract if WGEO has not received payment of the total invoice price of the Products giving rise to the claim.

Except as expressly provided in these Conditions, WGEO and its Suppliers shall not be liable to Buyer for any financial loss or other consequences (whether direct or indirect, including but not limited to profits, reputation or loss) which result from any representation, acceptance, offer, promise or agreement made express or implied, condition or other term, or any duty at common law; or for any special, indirect, incidental or consequential damages (including loss of profits, revenue, records or data, costs of procurement of substitute products, indirect or consequential loss or damage) to Buyer or any other party or person howsoever caused. Buyer agrees that neither WGEO nor its Suppliers shall be held liable for any of such loss, liability, or damages.

Nothing contained herein shall be construed as excluding or limiting WGEO’s liability for death or personal injury or which otherwise exists under any applicable law.

Intellectual Property Rights.

Buyer acknowledges and agrees that the Products are the intellectual property of the Suppliers. Nothing contained herein shall be deemed to grant any right to or title to such intellectual property to Buyer. Buyer further agrees not to translate, reverse compile or decompile any software and agree to transfer to its customers a copy of any license agreements relating to any other documentation supplied with the Products. Buyer will not remove or destroy any form, copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Product.

Buyer understands and agrees that WGEO will not have no duty to indemnify, defend or hold Buyer or a third party harmless from or against any claims, losses, liabilities, damages, and costs and expenses, judgments or settlements of any nature (whether or not the same arise out of or in connection with Buyer’s use or misuse of the Products, property rights, except only to the extent that a Supplier has expressly agreed to offer such indemnification and defence to Buyer on a product by product basis).

When making proposals and agreements with foreign governments which involve any Products, Buyer will take all reasonable steps to ensure that Suppliers’ proprietary rights in such Products receive the maximum protection available from such foreign government for commercial computer software and related documentation developed solely at private expense.