

Online Terms and Conditions of Sale for TGM Software Solutions Limited

These are the terms and conditions of the agreement made between TGM Software Solutions Limited (Hereinafter called "The Company") and the Customer, Person or Company buying goods or services from TGM Software Solutions Limited. Physical goods are hardware items. There are contract differences between physical goods and software downloaded from our website.

1. The Contract between us

1.1 Physical goods: We must receive payment of the whole of the price for the goods which you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email receipt to you at the email address you provided as part of the online payment process. Our acceptance of your order brings into existence a legally binding contract between us.

1.2 Software: We must receive payment for the software which you order before your order can be accepted. Once payment has been received by us, we will either dispatch the software on physical medium such as CD, or, in the case of software trials downloaded from our website, we will supply an authorization code to unlock the trial when we receive your software registration information which you must send to us.

2 Price

2.1 The prices payable for goods that you order are as set out in our website.

3. Copyright

3.1 The customer shall be expected to honour all copyrights existing on software provided by the Company

3.2 In the event of illegal copying of programs or distribution of software supplied by the Company, both the owner of the original programs which were copied and the recipient of the copied programs shall be liable to prosecution.

3.3 Copyright and intellectual property rights for software supplied, either by direct download, or on hard copy such as CD, remains with TGM Software Solutions Limited.

4. Commercial use of information

4.1 Any commercial use of personal information collected on the TGM website will be subject to the terms of the Data Protection Act 1998.

4.2 Purchase from our website will automatically add the customer in to our email notification list.

4.3 The customer can opt out of our email notification list at any time by selecting 'Unsubscribe' on an email we send, or by sending an email to info@tgmssoftware.com with the word 'Unsubscribe' as the subject.

4.4 Email addresses will not be shared with any other Companies or third parties.

4.5 Only emails on subject matters which are deemed to be relevant will be sent to the customer.

5. Cancellation by you

5.1.1 You may cancel your contract with us for physical goods you order at any time up to the end of the seventh working day from the date you receive the ordered goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

5.1.2 For software provided with a trial period, you can cancel your contract up until the software authorization or registration code has been supplied.

5.2 To cancel your contract you must notify us in writing to TGM Software Solutions Limited, 31 St Johns Road, Hillsborough, Co Down, BT26 6ED, Northern Ireland or by email to info@tgmssoftware.com

5.3 Physical goods (not software). If you have received the goods before you cancel your contract then you must send the goods back to us at TGM Software Solutions Limited, 31 St Johns Road, Hillsborough, Co Down, BT26 6ED, Northern Ireland at your own cost and risk.

5.4 If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at TGM Software Solutions Limited, 31 St Johns Road, Hillsborough, Co Down, BT26 6ED, Northern Ireland at your own cost and risk as soon as possible.

5.5 Physical goods (not software). Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods

delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

5.6 Software: Software downloaded or sent on physical medium (usually CD) comes with a trial period. During that time, the customer is expected to evaluate the software as fit for purpose. Once an authorization code or registration code for the software has been provided, on receipt of payment, no refund will be given.

5.7 Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

6 Cancellation by us

6.1 We reserve the right to cancel the contract between us if

6.1.1 we have insufficient stock to deliver the goods you have ordered

6.1.2 we do not deliver to your area

6.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error

6.1.4 there was an error in the pricing information received by us from our suppliers.

6.2 If we do cancel your contract we will notify you by email and will re-credit your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer an additional compensation for disappointment suffered.

7 Delivery to you of goods not downloaded from our website:

7.1 In the case of goods not downloaded from our website, we will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.

7.2 Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of your order.

7.3 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

8 Liability

8.1 Physical goods: If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing of the problem within 10 working days of the delivery of the goods in question by writing to us at TGM Software Solutions Limited, 31 St Johns Road, Hillsborough, Co Down, BT26 6ED, Northern Ireland or info@tgmssoftware.com

8.2 Physical goods: If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing of the problem within 40 days of the date on which you ordered the goods by writing to us at TGM Software Solutions Limited, 31 St Johns Road, Hillsborough, Co Down, BT26 6ED, Northern Ireland or info@tgmssoftware.com.

8.3 Downloaded software: Downloaded software will have a trial period for you to evaluate. Software ordered and paid for during or after the trial period will not be eligible for refund as we have deemed that you have evaluated it and agreed it is fit for purpose before you made payment.

8.4.1 If you notify a problem to us under either Condition 8.1 or Condition 8.2, our sole and exclusive obligation will be, at your option:

8.4.2 to make good any shortage or non-delivery; or

8.4.3 to replace or repair any goods that are damaged or defective; or

8.4.4 to refund to you the amount paid by you for the goods in question in whatever way we choose.

8.5 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of, under or in connection with the contract between us and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under Condition 8.4.3 above.

8.6 The Company will have no liability for consequential loss, loss of profit, loss of data, or for damage of any kind arising in any way out of or in connection with the hardware, software, advice given, system design or any other aspect of the computer system supplied or downloaded.

8.6 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

8.7 Notwithstanding the foregoing, nothing in these Conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

9. Privacy

9.1 All private information captured as part of the selling process, including but not limited to name, address, telephone number and email addresses, will not be shared with third parties except where the third party

9.1.1 is a business partner of TGM Software Solutions Limited and may be involved in the supply of some or all of the goods.

9.1.2 is the delivery carrier of the goods

9.1.3 is likely to be able to supply additional goods or services complimentary to those provided by or available from TGM Software Solutions Limited

9.2 You acknowledge and agree to be bound by the terms of our privacy policy as stated in points 9.1.1 to 9.1.3

10. Notices

Unless otherwise expressly stated in these Conditions, all notices from you to us must be in writing and sent to us at TGM Software Solutions Limited, 31 St Johns Road, Hillsborough, Co Down, BT26 6ED, Northern Ireland or info@tgmsoftware.com and all notices from us to you will be either be displayed on our website from time to time or emailed directly to you.

11 Events Beyond Our Control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by an event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of network systems, Internet access difficulties, extreme weather conditions, flood, fire, explosion or accident.

12 Invalidity

If any of these Conditions (or part of any of these Conditions) is unenforceable (including any provision in which we exclude our liability to you) the enforceability of the remaining Conditions (or remaining part of any Condition) will not be affected.

13 Third Party Rights

Notwithstanding any other provision of the contract between us, nothing in the contract between us confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

14 Governing Law

The contract between us shall be governed by and interpreted in accordance with Northern Irish Law and the Northern Irish courts shall have jurisdiction to resolve any disputes between us.

15 Entire Agreement

15.1 These Conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our contract relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these Conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

15.2.1 No variation of or amendment to these Conditions shall bind either party unless made in writing and signed by the authorised representatives of both parties.