

# The Mac Man Ltd - Terms & Conditions for Refurbished Products

## 1. About these Terms and Conditions

1.1 In these terms and conditions "we" and "us" mean The Mac Man Ltd, and "you" means you the customer. In these terms and conditions certain words spelt with initial capital letters are defined terms. For your ease of reference these defined terms are listed together at the end of the terms and conditions. These terms and conditions together with your Order Confirmation constitute the Contract between us and you for the supply of Products and Services. No other terms and conditions shall apply. The Contract cannot be varied unless we agree to vary it in writing or by email.

## 2. Placing Your Order

2.1 To place an Order you must be 18 years of age or over and be accessible by a geographical landline telephone (not a mobile phone).

2.2 You may place an Order by:

2.2.1 filling in the order form on The Mac Man Website after logging into or creating your personal account and clicking on the appropriate submission button; or

2.2.2 telephoning us on Freephone 08000 337 347 between 09:30 and 17.30 Mondays to Fridays.

We will not accept Orders placed in any way other than those listed above. Please note that the stock of Refurbished Products available is limited and it is possible that the Refurbished Product you order is not available anymore and that we will therefore not be able to accept your offer.

2.3 When you place your Order, we will issue you with a Order Reference. We will do this via the The Mac Man Website, unless you have placed your Order by telephone, in which case we will issue your Order Reference when you telephone us. Please note that such a Order Reference is supplied for reference purposes only and does not constitute our acceptance of your Order.

2.4 By placing an Order, you make an offer to us to purchase the Refurbished Products you have selected on these terms and conditions. We may or may not accept your offer at our discretion.

2.5 If we accept your Order, we will notify you of our acceptance by issuing an Order Confirmation. We will send your Order Confirmation to you by e-mail provided you have indicated an e-mail address on your Order Form. The Order Confirmation will be effective on sending. If we cannot accept your Order e.g, because the Refurbished Product is not available anymore we will attempt to contact you by email or telephone.

2.6 Whilst we will make every effort to supply you with the Refurbished Products listed on the Order Confirmation, there may be occasions where we are unable to supply these Refurbished Products because, for example, (i) such Refurbished Products are no longer available or (ii) if there was a pricing

error on The Mac Man Website In such circumstances we will contact you to inform you and may suggest alternative Products that you might wish to purchase. In the event that such alternative Product is not a Refurbished Product, we will inform you thereof. Please note that in such a case the offer is not governed by these Terms and Conditions for Refurbished Products, but by the Terms and Conditions for the purchase of new Products which can be accessed at URL: <https://www.themac-man.co.uk/about/legal/> If you do not accept our suggestions then we will cancel your Order in relation to those Refurbished Products we cannot supply and repay you any money that you may have paid to us in respect of those Refurbished Products. In the event of a typographical error or technological error causing a mistake in price to be shown, The Mac Man reserves the right to correct the error and to charge you the correct price. Before it does so, we will notify you of the mistake and will offer you the opportunity of a full refund. You will receive a notification with or prior to your delivery. Subject to clause 11.4 below, repayment of such monies will be the extent of our liability to you if we are unable to deliver to you the Refurbished Products you have ordered.

2.7 Information contained in our advertising, brochures, other written materials, on our Websites or given to you by our agents or employees constitutes an invitation to treat. No such information constitutes an offer by us to supply any products.

### **3. Supply of Your Refurbished Products**

Subject to these terms and conditions, we will supply to you the Refurbished Products indicated on your Order Confirmation.

### **4. Prices**

4.1 The price for the Refurbished Products will be the price indicated on your Invoice.

4.2 VAT is payable by you at the applicable rate as indicated on your Invoice. No intra-community purchases can be made on The Mac Man Website.

4.3 Delivery costs, where applicable, are payable by you as indicated on your Invoice.

### **5. Paying for Your Refurbished Products**

5.1 You may pay for your Refurbished Products by the methods of payment as displayed on The Mac Man Website.

5.2 You must pay in the currency as indicated on your Invoice.

5.3 You must supply your credit card details when you place your Order. Your credit card will be charged when we issue your Invoice or on shipment of your Refurbished Products. We will not supply any Refurbished Products to you nor perform the Services until your credit card issuer has authorised the use of your card for payment of the Refurbished Products and/or Services ordered. If we do not receive such authorisation we shall let you know. We reserve the right to verify the identity of the credit card holder by requesting appropriate documentation.

**5.4** We will send request for payment, your Invoice, and the Refurbished Products to you at the billing address indicated on your Order Confirmation. We may, however, only send the documents by e-mail where you have indicated an e-mail address on your Order Form.

## **6. Delivery of Your Refurbished Products**

**6.1** Orders will not be accepted and Products will not be delivered to any address outside the mainland United Kingdom, Northern Ireland or the Isle of Man. Orders and deliveries will not be possible for residents in the Channel Islands or the Isle of Wight.

**6.2** Subject to clause 6.1 we will deliver your Refurbished Products to the delivery address as shown on your Order Confirmation.

**6.3** We will use our reasonable endeavours to deliver your Refurbished Products within 14 days of the date of issue of your Order Confirmation. Estimated delivery times which are given at the time of placing an Order are estimates only and do not equate to delivery times. Actual Product build times may take longer than 30 days from the confirmation of your Order, and if your Order involves build time, you agree that The Mac Man may take more than 30 days to complete your Order. If you have ordered several Refurbished Products at one time, we may deliver such Refurbished Products on different days. You may cancel your Order at any time prior to delivery of the Refurbished Product ordered by calling us on 01273 806 939 quoting your Order Reference. Delivery of the Services will take place after the delivery of the remaining Refurbished Products in accordance with the specifications and procedures applying to those Services. Delivery times for Services will need to be agreed directly between you and The Mac Man and/or any service provider engaged by The Mac Man. Once a delivery time for Services has been agreed then you must adhere to this. If you miss the appointment or you do not have the necessary infrastructure despite acknowledging having this at the time the appointment was agreed, then there will be no further obligation on us to provide the Services purchased by you.

**6.4** Title to and risk of loss in your Refurbished Products will pass to you on delivery of the Refurbished Products to the address stated on your Order Confirmation.

**6.5** Upon delivery of the Refurbished Products to our carrier we will send you a confirmation of shipment by e-mail provided you have indicated an e-mail address on the Order Form.

**6.6** Certain items may ship by post and cannot be tracked once they have entered the postal system. All other shipments use carrier delivery for maximum security and tracking.

## **7. Your Rights to Withdraw from the Contract and to Return Faulty Refurbished Products or Products which are not in Conformity**

### **7.1 Right to withdraw from the contract.**

If you are not satisfied with any Product you have purchased from us, you may return the Product to us and obtain a refund of the price of the returned Product if you contact us within 14 Calendar Days of delivery of the Product.

### **7.2 Exceptions to the right to withdraw from the contract.**

You may not return a Product and claim a refund if the Product concerned is:

a) Software which we supplied to you sealed and unused and you have broken the seal.

### **7.3 Conditions to exercise the right to withdraw from the contract.**

You can exercise your right to return the Product to us and obtain a refund of the price of the returned Product provided:

(i) You inform us of your decision to cancel the contract within 14 Calendar Days of delivery of the Product; and

(ii) The Product(s) are returned in their original condition and the security seals on the Product(s) are intact; and

(iii) The Product(s) are returned in accordance with the procedure described in paragraph 7.4 below.

Please note that while the Product(s) remain in your possession you are under a duty to ensure that the Product(s) are kept safe and secure.

### **7.4 Procedure to follow to claim a refund under your right to withdraw from the contract.**

(i) Please telephone us on 01273 806 939 between 09:30 and 17.30 Monday to Friday to make arrangements for return. You will then be provided with an RMA (Return Material Authorisation) number.

(ii) You will then be responsible for the cost and arrangement of returning the good to us using an insured & trackable postal or courier service.

(iii) Before returning any Product(s) to The Mac Man please check that you have:

1. Received a RMA number from us (issued on request).
2. Enclosed all accessories, in box warranties and other material supplied unless informed otherwise.
3. Used if possible all packaging that was originally supplied. Unless damaged while being opened, the original Product packaging is most suitable for use for Product returns, and unless damaged while the Product was opened, this packaging should be used. The Mac Man reserves the right to reject a returned Product that was damaged because it was improperly packaged during the returns process.
4. Ensure the following returns address and the RMA number are clearly displayed:

FAO RO Dept  
The Mac Man Ltd  
46 Quebec Street  
Brighton  
East Sussex  
BN2 9UZ  
United Kingdom  
RMA number (please insert number provided to you)

5. Seal the packaging securely.

(iv) Following these steps will help ensure the Product(s) arrive at the correct destination and in good condition within a timely fashion. Should you fail to follow this procedure and should the condition of the Product(s) received by The Mac Man show that you failed to discharge your obligations to take reasonable care of the Products, your refund will be reduced.

### **7.5 Faulty products or products which are not in conformity.**

If a Product was supplied in error, is incomplete or faulty and you believe that you are entitled to a replacement or repair in accordance with paragraph 10 below, please telephone us on 01273 806 939 between 09:30 and 17.30 Monday to Friday.

## **8. Software**

**8.1** All Software is licensed to you on the terms and conditions of the applicable licence agreements. These licence agreements are shipped with the Software or are provided when the Software is downloaded in accordance with clause 8.3.

**8.2** You shall be responsible for ensuring that any Software or Product bundle ordered by you is suitable for your requirements and is compatible with your existing systems and practices. We regret that we are unable, under any circumstances to refund monies for an opened software package unless it is faulty.

**8.3** You may also purchase any downloadable Software displayed on The Mac Man Website. You may only pay for such Software by credit card. Once we have received payment authorisation from your credit card issuer, you will receive instructions to begin downloading your Software. If, during download, the transmission is interrupted in any way, you should begin the downloading process again. Should you be unable to complete the download, you may within 14 Calendar Days of receiving the download instructions request a refund in writing. Refund requests should be sent by post to us at the address shown in the contact details in paragraph 12. A refund of the purchase price shall be the extent of our liability for the unsuccessful downloading of Software.

## **10. 90 Day Return to Base Limited Warranty**

**10.1** All Refurbished Hardware carries a 90 day limited warranty against defects in materials and workmanship. The warranty terms and conditions which are available for you to see by visiting this url <https://www.themac-man.co.uk/about/legal/> are incorporated into this Contract with the exception of the clause 10.2 below which supersedes and prevails over any conflicting term in such warranty terms and conditions.

**10.2** The terms and conditions of the warranty provided in the hyperlink above do not apply to minor cosmetic imperfections of the Refurbished Product such as scratches, marks, discolouration, etc., and no support is granted with regard to such cosmetic imperfection. Where Hardware is defective, we will provide all parts and labour necessary to repair the Hardware to proper operating order on the terms set out in this warranty however no replacement Products will be provided. In the event that repair is not possible or impractical, you will be provided with a refund for the purchase price of your Refurbished Product.

**10.3** Such a limited warranty covers Hardware (as defined below) only; it does not cover Software, Services or any other Products. You should refer to the relevant Software licences for warranties which may apply to your Software.

Whenever calling us in relation to your warranty entitlement you should do so between 09:00 and 18:00 on any Working Day and quote your Hardware's serial number. The telephone number for warranty service is 01273 806 939. You will bear the cost of telephone calls you make to us.

**10.4** IF YOU ARE A CONSUMER, THE WARRANTIES REFERRED TO ABOVE ARE IN ADDITION TO AND DO NOT AFFECT YOUR STATUTORY RIGHTS.

## **11. Our Liability**

**11.1** These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Refurbished Products (and performance of telephone support and warranty services) and the performance of any Services.

**11.2** Save as set out at paragraph 11.3 below, there are no warranties, conditions or other terms that are binding on us regarding the supply of Products or the provision of Services except as expressly stated in the Contract.

**11.3** If you are not a consumer user: Any warranty, condition or other term arising out of or in connection with the supply of Refurbished Products and/or the provision of Services which might otherwise be implied into or incorporated in the Contract by statute, common law, laws applicable in the country where you purchased the Refurbished Products or Services or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded to the maximum extent permitted by law. In particular, we will not be responsible for ensuring that the Refurbished Products are suitable for your purposes. If you are a consumer user: Depending on the country in which you reside, there are certain implied warranties and conditions primarily relating to the quality of the Refurbished Product which The Mac Man is required to offer, and The Mac Man makes these

implied warranties and conditions to the extent we are required to do so. You should contact your local citizen's advice bureau for more information about these requirements. If these implied warranties and conditions are not required to be made by The Mac Man, The Mac Man does not make them. In particular, The Mac Man will not be responsible for ensuring that the Refurbished Products are suitable for your purposes unless you have made your purpose for the Product known to us.

**11.4** In cases where consumers claim financial compensation under statute, The Mac Man will seek to limit compensation to direct damages. If you are not entitled to financial compensation as a consumer under a statutory right, the provisions of clauses 11.5 and 11.6 shall apply. Nothing in the Contract shall limit or exclude our liability (i) for death or personal injury caused by our negligence or (ii) for fraud or (iii) any breach of the obligations implied by applicable compulsory national laws as to title or (iv) any liability which cannot be excluded by law.

**11.5** Subject to clause 11.4 we will not be liable under the Contract for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

**11.6** Subject to clause 11.4 our maximum aggregate liability under the Contract whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Refurbished Product(s) and/or Services in question.

**11.7** If you are a consumer, you may have statutory rights which may be in addition to the rights set out in these Terms, and information about these statutory rights may be obtained from citizens advice organisations. No provisions of clause 11 affect your statutory rights as a consumer. In addition, this clause does not affect your right to return the Products as per clause 7.

## **12. Contacting The Mac Man Ltd**

You can contact us:

- by email at [info@themac-man.co.uk](mailto:info@themac-man.co.uk)
- by various methods via our Website [www.themac-man.co.uk](http://www.themac-man.co.uk)
- by telephone on Freephone 08000 337 347 between 09:00 and 17:00 Mondays to Fridays;
- by post at The Mac Man Ltd, 46 Quebec Street, Brighton, East Sussex, BN2 9UZ, United Kingdom

When contacting us you must quote your Order Reference.

## **13. Export Control**

Upon entering into a contract, you agree to comply with all Export Laws. You agree (i) not to export any Product to any country in contravention of any Export Law, and (ii) not to export any Product to any country for which an export licence or other governmental approval is required, without first obtaining all necessary licences or other approvals. You warrant that you are not located in, under the control of, or a national or resident of any country to which export of the Products is prohibited by any Export Law.

## **14. Data Protection**

By placing your Order, you agree and understand that we may store, process and use data collected from your Order Form or fax Order or telephone Order for the purposes of processing your Order. Please note that we may also share such data globally within the The Mac Man group of companies. All associated companies will protect your information in accordance with the The Mac Man's Privacy Policy available at the URL <https://www.themac-man.co.uk/about/legal/> We work with other companies that help us provide products and services to you. For example we may provide your information to these companies for the shipment of Products to you or to ensure that you benefit from special purchase discounts or terms. In addition, where you have requested finance in order to pay for the Products ordered, some of the information you provide to us will be passed to companies providing finance for your purchase. For more detailed information on how we protect your information please refer to our customer Privacy Policy available at the URL <https://www.themac-man.co.uk/about/legal/> If you wish to have access to the information that we hold concerning you, if you want to make any changes, or if you do not want to receive information from us or these third party companies, click <https://www.themac-man.co.uk/account> to login and update your personal contact preferences.

#### **15. Circumstances beyond our reasonable control**

We will make every effort to perform our obligations under the Contract. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control. In the event of a delay, we will perform our obligations as soon as reasonably possible.

#### **16. Disagreements Governing Law and Jurisdiction**

We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within England or Wales and the laws of England and Wales will apply. If you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

#### **17. General**

**17.1** Neither our failure or your failure to enforce any term of the Contract constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

**17.2** The invalidity or un-enforceability of any provision of the Contract shall not adversely affect the validity or enforceability of the remaining provisions.

#### **18. Defined Terms**

**18.1** In these terms and conditions:

"**Accessory**" means any ancillary Product such as a mouse mat or a laptop bag;

"**Apple Authorised Service Provider**" means a service provider authorised by Apple Inc to provide Services;



**"The Mac Man Ltd/The Mac Man Website"** means our Website for both new and Refurbished Products for customers in the mainland United Kingdom, Northern Ireland and the Isle of Man, the web address of which is [www.themac-man.co.uk](http://www.themac-man.co.uk)

**"Contract"** means these terms and conditions together with your Order Confirmation;

**"Consumer"** means a customer who purchases Products otherwise than in the course of a business;

**"Export Laws"** means all laws, regulations and orders of the United States, the European Union and the United Kingdom applicable to the export, re-export, transfer or resale of Products;

**"Hardware"** means any Apple-branded or other branded Product which is not Software, Services or an Accessory;

**"Invoice"** means the invoice issued by us to you for the price of the Products and for Services;

**"Order"** means an order placed by you in accordance with these terms and conditions;

**"Order Reference "** means the order number/reference we issue you on placing an order;

**"Order Confirmation"** means the order confirmation issued by us to you indicating acceptance of your Order;

**"Order Form"** means the electronic order form on The Mac Man Website;

**"Product"** means any product listed on The Mac Man Website including a Refurbished Product which we agree to supply in accordance with the applicable general terms and conditions for Refurbished Products.

**"Refurbished Product"** means any refurbished product that The Mac Man Ltd explicitly offers as refurbished products on The Mac Man Website;

**Return Authorisation Documentation"** means the documentation issued by us to you for the return of Products;

**"Services"** means any chargeable or other services (excluding warranty and telephone support services) listed on The Mac Man Website which we agree to supply to you on these terms and conditions;

**"Software"** means any Product which is software including without limitation operating systems, bundled software, stand alone software and downloadable software;

**"Territory"** means the countries of Austria, Belgium, Denmark, Finland, France (mainland only), Germany, Ireland, Italy, Luxembourg, Monaco, Netherlands, Norway, Spain (mainland only) Sweden, Switzerland and United Kingdom

**"Working Day"** means any day other than a Saturday, a Sunday or a public holiday in the United Kingdom.

**The Mac Man Ltd is a company in the United Kingdom with its registered office at 46 Quebec Street, Brighton East Sussex, BN2 9UZ, United Kingdom with company registered number 7102340.**

Date last modified - 27 Nov 2014