

Terms and conditions

1. General

1.1 Definitions: the terms herein regulate the customer's use of items and services provided by Atlantek Computers Ltd, Shopatlantek.net, hereafter referred to as Atlantek, we, our and us. The Customer is you, the person, persons or company purchasing products and/or services from Atlantek. Atlantek is the Product Vendor and/or Service Provider as identified on all correspondence, including invoices detailing products and/or services queried, quoted, ordered, purchased and delivered and inclusive of any other correspondence arising. The site/s refers to Atlantek's website/s, <https://shop.atlantek.net> referred hereafter unless stated as Atlantek. Software covers computer operating systems, middleware and/or applications.

1.2 We offer goods for purchase through our online shop for delivery only within the Republic of Ireland, based on the price and stock availability shown at the time an order is completed.

1.3 Every effort is made to ensure the accuracy of information shown on our website. Where stock is shown as available at the point of order there can be occasions when it will be found not to be so at the picking stage. If a shortage should occur at that stage and a significant delay anticipated, our staff will contact you with an offer of an alternative product, a lead time for the product ordered or where the product will not be available within a reasonable period the option to cancel your order.

1.4 We reserve the right to cancel or refuse an order for items shown on our website at any time and without explanation or where an incorrect price or information has been inadvertently shown.

1.5 We remain the owners of any goods you purchase until payment has been received in full.

1.6 Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication as to the price and range of the Products offered and no prices, descriptions or other particulars contained therein shall be binding on Atlantek or Hewlett Packard.

2. Stock availability

2.1 Atlantek maintains stock in our distributors warehouse, which is used to fulfil orders from our online Shop.

3. Registration

3.1 You (the Customer) agree to:

3.2 Provide true, accurate, current and complete information which you are required to provide when you register as a User of Atlantek (“User Information”); and notify Atlantek immediately of any changes to the User Information.

3.3 You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

3.4 We reserve the right to terminate your account (including username and password) if any User Information is untrue, inaccurate, out-of-date or incomplete.

4. Security & Personal Information

4.1 You are responsible for the security and proper use of all passwords relating to the service and must take all necessary steps to ensure that all passwords are kept confidential, secure, used properly and not disclosed to other people.

4.2 If you forget any password, by contacting the customer service centre by telephone and satisfying such security checks as we may operate, you will be given a new password to enable you to use the service.

5. Price

5.1 The price a Customer has to pay is shown on a Atlantek checkout. The Customer will confirm this price at the time of order by authorising the order.

5.2 Payment will be made prior to the supply of the Products. Atlantek may suspend delivery of the Order until payment is received in full.

5.3 Should there be a pricing error on the website, in any correspondence from Atlantek, or by any other communicative method, the right is reserved by us to cancel the order and offer the product(s) and/or service(s) at the correct price. All quoted or listed prices are based on the cost to Atlantek of supplying the Products to the Customer. While Atlantek tries to ensure that all prices are accurate, errors may occur.

6. Cancelling an Order

6.1 Please ensure the accuracy of your order before completing the payment stage as an order placed for an in-stock item is processed and dispatched within a very short period and therefore cannot be cancelled.

6.2 A customer has the right to 'cancel' the contract at any time up to '14 working days starting the day after delivery' of product (not applicable to business customers). There is no charge for cancellations for consumers in this case. As all products are special orders (i.e. product ordered in to fulfil order), once payment or purchase order has been received for the order, there is a restocking fee of €40 or 15% of item to be cancelled or returned whichever is higher, this only applies to business customers and is at our discretion, excluding all other delivery charges. Details of all orders made will be stored on our database.

7. Delivery/Collection

7.1 When an order is placed and payment completed the goods in-stock are dispatched on the same or following day by Courier, from a central distribution warehouse. Orders placed for collection for in-stock items i.e. 'immediate delivery' can be collected from our collection point upon confirmation via e-mail to the address given at the time of order. Customers placing orders for collection that are not in stock at the time of order will be notified of availability by phone or e-mail.

7.2 It is your responsibility to check the goods on receipt.

7.3 Orders placed through our online shop are for delivery and collection. If you wish to order a product for collection you should indicate this at the time of checkout by selecting the option under 'delivery method'

7.4 An order can be placed for goods shown but not in stock. Those items will be dispatched as soon as they become available.

7.5 Where some items from your order are not in stock those items in stock will be dispatched and those which are not in stock will be dispatched as they return to stock. Where an item is not expected to return to stock we will contact you (see General note).

7.6 Any errors or discrepancies with your order, damage to goods or packaging, on delivery to you, must be notified by email to our Customer Service Department (see Return of Goods) within 48 hours of receipt of goods.

7.7 If the estimated delivery date cannot be met the customer will be advised of a proposed new delivery date. If the customer is not satisfied with this revised date and if the order is not delivered within the date specified the customer may cancel the order without charge and obtain a full refund.

7.8 Please note that we cannot specify delivery times i.e. 7-10 business days in line with order cut off times between the hours of 10.00am – 6pm only Mon - Fri

8. Change of Mind

8.1 Under the "Distance Selling Directive" a purchaser has the right to return goods within 14 days (see above).

8.2 This option does not apply to Business Customers or computer software.

8.3 If you wish to return goods to us under the "Distance Selling Directive" you must complete the RMA Returns Request Form. It is the responsibility of the purchaser to return the goods to us at their expense. The goods will be checked upon receipt and where they meet the requisite conditions a credit will be issued using the same method as used to pay for the goods. If the goods are found to have been damaged a credit will not be issued and the purchaser will be notified that the goods will be made available for collection. If the goods are then not collected within 30 days they will be disposed of without recompense.

9. Return of Goods

9.1 We will accept the return of goods found, on delivery to the Customer, to be faulty or not working in accordance with the manufacturer's specification and notified to us within 7 days of receipt (see RMA below) or within the manufacturer's warranty return policy.

9.2 If you wish to return goods to Atlantek you must first complete the RMA Returns Request Form. Returns will only be dealt with by e-mail. An RMA will remain valid for 29 days. It is your responsibility to return the goods to us.

9.3 Goods returned to us must show the RMA number clearly on the outside of the packaging or they will not be accepted at our warehouse. They must be packaged securely and include all manuals, accessories, original packaging and the manufacturer's packaging must not be defaced. A charge will be applied to rectify any damage to the goods or packaging. Once payment or purchase order has been received for the order, there may be a restocking fee of €40 or 15% of item to be cancelled or returned whichever is higher, this only applies to business customers and is at our discretion, excluding all other delivery charges.

9.4 Software that has been opened cannot be returned.

9.5 Orders with a pre-approved RMA can be refunded within 30 days of cancellation. We do ask that all goods are returned before a refund is issued, however, this is not obligatory. In other cases (excluding "Distance Selling Directive" returns) we will, at our discretion, raise a credit less any applicable charges to remedy any damage as outlined above

9.6 Goods returned as faulty or where any damage to returned goods is judged to be excessive or to have caused the fault for which the goods are returned or are subsequently found not to be faulty, as defined by the manufacturer's warranty, will be subject to a handling charge. In such cases the customer will be notified that we will not accept the return and the goods will be made available for collection. If such goods are then not collected within 30 days they will be disposed of without recompense

9.7 Products that are specially ordered may be non-returnable or may have unique return restrictions on returns provided at the time of sale.

9.8 Unless explicitly confirmed orders placed on our website, by telephone or by e-mail are solution assured by the customer and are subject to Atlantek IT Services Ltd Terms and Conditions of Sale.

10. Manufacturer's Warranty

10.1 All goods supplied carry a manufacturer's warranty. This will deal with the repair of any product which was working at the point of receipt but developed a subsequent fault. Warranty varies with manufacturer and you should check your documentation and contact

the manufacturer or their advised agent for help before returning goods to us. Our Customer Service Department can advise you on this.

10.2 LCD screens: Pixel failure on LCD screens is not unusual and acceptable to a prescribed level under international standards. If you feel you are affected by this please contact our Customer Service Department

11. Liability

11.1 We offer no guarantee of suitability for the product you select and the onus lies with you to satisfy yourself in advance of purchase.

11.2 We cannot accept responsibility for circumstances outside our control, such as in the case of strikes, fire, war, acts of terror, riots, violent disorder, natural disasters, shortages in stock or transportation, exchange fluctuations, currency shortages, governmental or regulatory action, or delays in deliveries from suppliers or manufacturers or the effect of such delays. In such an event the agreement for sale can be terminated by either party, without compensation, with

written notification to the other after two months or any time thereafter.

11.3 We will seek to resolve any dispute amicably and where that is not possible then through an agreed third party and where such effort does not reach an outcome satisfactory to both parties then it should be referred to the relevant court of law.

11.4 We will not accept any responsibility or liability for customer data. It is the responsibility of the customer to ensure they have a copy of or have removed any data from a product before returning it to us.

12. WEEE

12.1 A Customer purchasing electronic goods which replace a similar item (i.e. Laptop for Laptop, TV for TV, etc) may return such goods to us within 30 days of the purchase of a replacement item. To arrange this please contact [at info@shop.atlantek.net](mailto:info@shop.atlantek.net) (see Return of Goods and Here)

13. Data Protection

13.1 Data supplied in relation to an order shall be held only in so far as it relates to that order and will not be given to any third party. Data relating to a payment by credit card is processed in a secure environment by the handling agent and is not available to us.