



tmtfirst

Terms and Conditions of Sale

Version [1] posted and effective of 20.01.2020

What these terms cover. These Terms and Conditions of Sale (together with our Privacy Policy and Terms of Website Use) set out the conditions on which we supply smartphones, mobile devices, accessories and other related products listed at the website URL <https://trade.tmtfirst.co.uk>

These terms will apply to any contract between us for the sale of products to you and will be referred to as the contract.

If you buy a product from this website you are entering into a contract with TMT First Ltd for the supply of the products.

Please read these Terms carefully before you submit your order to us. These tell you who we are, how we will provide products to you, what to do if there is a problem and any other important information. If you think there is a mistake in these terms, please contact us to discuss.

1. Information about us and how to contact us

1.1. This website is owned by and operated by TMT First Ltd, a company registered in England and Wales under company number 05771172 and with registered office at Holditch House, Holditch Road, Newcastle, Staffordshire, England, ST5 9JQ. Our VAT number is GB905229733

1.2. To contact us, please see our Contact Us page at <https://trade.tmtfirst.co.uk/contact-us/> Our team will assist you with any order related questions between the hours of 9am and 5pm Monday to Friday, excluding public holidays.

1.3. If we must contact you we will do so by telephone or by writing to you at the email or postal address provided to us in your order.

2. Use of this website

2.1. Your use of this website is governed by our Terms of Website Use below. Please take the time to read these as they include important terms which apply to you.

3. Placing an order

3.1. You may only purchase products from this website if you:

3.1.1. Provide your real name and correct address, phone number, email address, payment details and other required information;

3.1.2. Provide a delivery address in the mainland United Kingdom;

3.1.3. Are the owner or authorised holder of a valid debit/credit card or PayPal account to purchase the product(s) or service(s).



3.2. You may place an order by clicking on the 'Buy Now' and/or 'Add to Cart' button and proceeding to the checkout page. On the checkout page you will have the option to either:

3.2.1. Register by creating your personal account; or

3.2.2. Proceed without registration.

3.3. When you create a personal account, you will also create a personal user identification (your email address) and password. You must keep your password safe at all times and not disclose it to anyone else, as you are personally responsible for each purchase made using your user identification and password.

4. How the contract is formed between you and us

4.1. Our acceptance of your order will take place when we email you to accept it, at which point a contract for the sale of products will come into existence between you and us.

4.2. Our order process allows you to check and amend any errors before submitting your order to us. Please take time to review and check your order at each page of the order process.

4.3. After you place an order, we will send you an acknowledgement e-mail (known as "Order Confirmation") with your order number and details of the product(s) you have ordered. Please note that the Order Confirmation is an acknowledgement that we have received your order, not an acceptance of your order.

4.4. Our acceptance of your order for product(s) and the formation of the contract of sale between us and you will take place when we send you an email that confirms that the products have been dispatched (known as "Order Dispatch"). You have the option to cancel your order at any stage before we have sent the Order Dispatch.

4.5. If we are unable to supply you with a product, for example because that product is not in stock or no longer available or because of an error in the price as referred to below, we will inform you of this by e-mail and we will not process your order. If you have already paid for the products, we will refund you the full amount as soon as possible.

4.6. Should the products and/or Services not be available, within 30 days of the Order Confirmation, we reserve the right to cancel your order and refund any payment made by you in full as soon as possible.

5. Back orders

5.1. Popular items may sell out quickly and temporarily be on back order. Back ordered items in any order will be automatically dispatched once available.

5.2 You will be notified via email once your back ordered item has been shipped. You will not need to contact customer support or do anything to follow up on the back ordered item.

6. Our right to make changes or vary these Terms



tmtfirst

6.1. We may change our terms:

6.1.1. to reflect changes in relevant laws and regulatory requirements; and

6.1.2. to reflect changes in the manufacturer's specification or example to implement minor technical adjustments and improvements for example to address a security threat. We will endeavour to make sure that these changes will not reduce the quality or performance of such product.

6.2. More significant changes to the products. Where you have ordered product and there are significant changes to the product that you have ordered we will let you know in advance to ensure that you still want to proceed with your order and if you do not wish to proceed you may then contact us to end the contract and receive a refund for any products paid for but not received:

6.3. Every time you order products from us, the Terms in force at that time will apply to the contract between you and us.

6.4. We may vary these Terms from time to time. Unless you have placed an order for products we do not have to notify you of any changes to the Terms.

6.5. The Terms that will apply to any order you make for products are the Terms that you accept at the time you place your order.

7. Prices, delivery & handling charges and taxes

7.1. The price charged for a product will be the price quoted on our website at the time the order is placed and will be set out in the Order Confirmation and Order Dispatch. We take all reasonable care to ensure that the prices for products are correct at the time when the relevant information was entered onto the system. However, occasionally we may make a mistake in the price quoted on our website or in an advertisement and if we have made such an error, then we will inform you of this as soon as we become aware of it and will tell you the correct price. If we discover an error in the price of the product(s) you ordered:

7.1.1. Where the product's correct price is less than the price on this website, we will charge the lower amount when dispatching the products to you; and

7.1.2. If the product's correct price is higher than the price stated on our website, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the product(s) at the correct price or cancelling your order.

7.2. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the products to you at the incorrect (lower) price. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.



7.3. We may change prices at any time and without notice. Price increases will only apply to orders placed after such changes.

7.4. Prices for the products are all subject to the relevant VAT Type.

7.5. Prices for the products include delivery and handling unless stated otherwise.

8. Products, Services, availability and delivery

8.1. Products may vary slightly from their pictures. The images of the products on this website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the products. Your products may vary slightly from those images. Although we have made every effort to be as accurate as possible, all weights, sizes, capacities, dimensions and measurements quoted on our website are approximate.

8.2. We may withdraw the product. We may write to you to let you know if we are going to stop providing a product that you have ordered. We will endeavour to let you know promptly in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

8.3. Delivery costs will be subject to change and will differ depending upon location, region and level of service required.

8.4. Devices order before 3pm Monday to Friday will be dispatched the same day where possible. The products should then reach you before 1pm the following working day. Any orders received after 3pm shall be dispatched the following working day.

8.5. We are not responsible for delays outside our control. If our supply of the products is delayed by an event within our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

8.6. We will complete delivery when we deliver the products to the address you have supplied.

8.7. The products will be your responsibility from the time we deliver the product to the address you gave us.

8.9. Orders which are being shipped outside UK mainland may be subject to the importing companies' taxes and surcharges. TMT First Ltd are not responsible for these taxes and charges and must be covered by the customer.

8.10. We encourage you to examine the delivery package and received products within a reasonable period of time after they are delivered to you and check the condition and that the delivery package is unopened and the contents of the delivery package is complete. It is your responsibility to notify



us as soon as possible, that packaging has been damaged in transportation, or the delivery is incomplete. For information on our returns policy see clause 14 below.

8.11. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will provide you with information on how you can rearrange delivery or arrange to collect the products from a local collection point.

8.12. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a collection point we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 14 will apply.

9. Compatibility

9.1. It is your responsibility to ensure that the products you purchase are compatible for their intended use.

10. Payment

10.1. Payment is to be made via PayPal. If you do not have a PayPal account, you can check out as a PayPal Guest using an authorised debit or credit card.

10.2. Your PayPal/payment card will be charged at the time of order for the full purchase price. Should your order be cancelled, or subsequently returned following our returns process, then a full refund will be applied. Please allow 3-5 working days for this refund to show.

10.3. We will not supply the ordered products to you until payment has been authorised. As your Order Dispatch is your proof of purchase, we recommend that you save and print that document for your potential future use. Note that the VAT/tax invoice delivered to you by us either electronically or in the delivery package can also be used as proof of purchase.

11. Title to products

11.1. We retain full legal title to products until we have received in full all amounts due on the ordered products, including all applicable delivery charges.

11.2. We reserve the right (subject to the applicable law) to end your right to use, sell, or otherwise deal in the products and to enter your premises and repossess the products (or instruct a third party to do so), if payment is not made, or if the debit/credit card company declines payment or requires us to return any payment made for the products, for any reason.

12. Communications between us

12.1. When we use the words "writing" or "written" in these terms, this includes emails.

12.2. To cancel a Contract in accordance with your legal right to do so as set out in clause 13, you must contact us in writing by sending an e-mail to TradeSales@tmtfirst.co.uk. You may wish to keep



a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you sent us the e-mail.

12.3. If you wish to contact us for any other reason, you can write to us by e-mail at TradeSales@tmtfirst.co.uk.

12.4. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

12.5. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. Your right to end the contract

13.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

13.1.1. If what you have bought is faulty or described incorrectly you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see Clauses 14.5,14.9

– 14.12 inclusive and 17;

13.1.2. If you want to end the contract because of something we have done or have told you we are going to do, see

Clause 13.2;

13.1.3. If you have just changed your mind about the product, see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions for example you may have to pay the costs of return of any products;

13.1.4. In all other cases (if we are not at fault and there is no right to change your mind), see Clause 13.6.

13.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

13.2.1. we have told you about an upcoming change to the product or these terms which you do not agree to (see

Clause 6.2);

13.2.2. there is a risk that supply of the products may be significantly delayed because of events outside our control;



13.2.3. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons; or

13.2.4. you have a legal right to end the contract because of something we have done wrong.

13.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

13.4. When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

13.4.1. any made-to measure or custom-made products or products made to your specification or clearly personalised;

13.4.2. digital products after you have started to download or stream these;

13.4.3. sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and

13.4.4. any products which become mixed inseparably with other items after their delivery.

13.5. How long do I have to change my mind? You have 14 days after the day you (or someone you nominate) receives the products.

13.6. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see Clause 14), you can still end the contract before it is completed, but you may have to pay us compensation. A contract is completed when the product is delivered, downloaded or streamed and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

14. How to end the contract with us (including if you have changed your mind)

14.1. To cancel a contract, please contact us by sending an email to TradeSales@tmtfirst.co.uk or by contacting our office. We will then send you by email, to the address that you provided, a Returns Authorisation Number (RAN) and give you the necessary return instructions.

14.2. Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. Please email us at TradeSales@tmtfirst.co.uk for details on how you can arrange for the products to be returned. If you are exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract.



14.3. We will pay the costs of return:

14.3.1. if the products are faulty or not as described;

14.3.2. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing (that is to your disadvantage) or description, a significant delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

14.3.3. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

14.4. What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

14.5. Some minor faults can be rectified by a simple download of the latest release of the manufacturer's operating software and our customer service team can advise on this and the best course of action.

14.6. Please note that in order for us to accept your phone for a cancellation where you have changed your mind it must meet the following criteria:

14.6.1. Must be in a resalable condition

14.6.2. Must be in its original box and packaging which must remain undamaged

14.6.3. Must be returned with its original charger, and all other in box accessories that it was delivered with

14.6.4. Must have pin locks or passcodes removed

14.7. Returning Gifts:

14.7.1. The gift must be unopened and unused in order for us to accept the mobile phone cancellation

14.7.2. The gift must be in its original undamaged packaging along with any associated accessories

14.8. If any of the above criteria is not met then we may not accept your handset back for cancellation.

14.9. For any handsets which are faulty we understand that some of the above criteria may not be met and we will do our best to offer a like for like exchange or credit to your account within the 30 day exchange period.

14.10. Returning a faulty handset to TMT First Ltd:

14.10.1. To return a faulty handset within TMT First Ltd returns policy, please email TradeReturns@tmtfirst.co.uk for further instructions;



14.10.2. Returns will only be accepted with a valid authorisation. To ensure a fast and secure return we encourage you to use a recorded delivery service with adequate insurance.

14.10.3. Where a product has been purchased as a part of a bundle of products, all products within that bundle must be returned. Until you return them to us you must keep the products in your possession, take reasonable care of the products while they are in your possession and return them to us in the condition that they were delivered to you.

14.10.4. Please provide us with tracking details and use the authorised RAN reference issued by your account manager on the outside of the box so it is clearly visible.

14.10.5. In case of replacement identical new products will replace the original products.

15. Refunds

15.1. Once we have received and validated your returned products, we will confirm this to you by email.

15.2. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the product back from you. For information about how to return a product to us, see clause 14.10.1.

15.3. Your refund will be credited to the method originally used to make payment as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation and confirmed by email ("Order Refunded" email).

15.4. Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

15.5.1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. Use would include, for example, using the products to make or receive a call, sending or receiving SMS/MMS, accessing the internet via the product, using the functions of the product for example amending settings, saving data, adding contacts, taking photos or using applications. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount up to the full cost of the product.

15.5.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

15.5.3. Please note that we will only process returns and refunds for products bought on this website. If you bought products through some other distribution channel, such as from another website, a mobile network or a retail store or catalogue, please follow the applicable seller's product return policy.