

Krome Technologies IT Asset Recycling Service Terms and Conditions

1. INTERPRETATION

In these Conditions the following words have the following meanings:

(a) "the Company", "Krome", "We", "Our" and "Us" means Krome Technologies Ltd.

(b) "the Customer", "You", and "Your" mean the person seeking to purchase Goods from Us.

(c) "the Goods" any goods and/or Services to be supplied by Us.

(d) "the Contract" any contract between the Company and the Customer for the sale and purchase of the Goods / Services, incorporating these Conditions.

2. CONSTRUCTION

Words importing the singular number include the plural and vice versa.

2. APPLICATION OF TERMS

This agreement contains the terms and conditions that apply to Krome Technologies Ltd IT Asset Recycling service sold in the United Kingdom. By accepting delivery of the Krome Technologies Ltd Asset Recycling service IT waste receptacle the Customer agrees to be bound by and accepts these terms and conditions. Krome reserves the right to amend these terms and conditions at any time. In the event of a change in the terms, Krome will notify the customer within 14 working days. The customer reserves the right to reject the changes in the terms and any current projects or agreements will continue under the previous revision of the terms and conditions, however no new agreements will be entered into until terms are agreed upon and accepted. No terms or conditions endorsed upon, delivered with or contained in the Customers purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract. These terms and conditions may only be varied where such variation is in writing and signed on behalf of Krome.

3. THE CONTRACT

By ordering the delivery of a Krome Technologies Ltd Asset Recycling service IT waste receptacle you agree to pay the charges incurred for the ethical recycling of your IT waste product. The client reserves the right to cancel a delivery of a Krome Technologies Ltd Asset Recycling service IT waste receptacle up to 24 hours prior to the agreed delivery date. If the cancellation is made after this time, then the client agrees to pay a cancellation charge which is equal to the minimum charge applied for the service as detailed in these terms and conditions. The client may keep the Krome Technologies Ltd Asset Recycling service IT waste receptacle for a period of six months without charge, after this date, Krome reserves the right to invoice the client at a charge that is equal to the minimum charge for the service and an additional charge that is equal to the replacement value for the waste receptacle that the client is in possession of.

4. PRICING, SPECIFICATIONS & AVAILABILITY

Prices, specifications and availability of the Krome Technologies Ltd Asset Recycling service are subject to change with 14 working days' notice. Krome may change its pricing, service description or specification after any order confirmation or response email but prior to delivery or collection of the receptacle. In this instance the customer reserves the right to cancel their order and no charge will be incurred. Quoted prices do not include sales taxes or insurance unless specifically stated.

5. PAYMENT

Terms of payment shall be determined at Krome's sole discretion. The Krome Technologies Ltd Asset Recycling service carries no upfront charge for collection, however by ordering the delivery of a Krome Technologies Ltd Asset Recycling receptacle the client agrees to the charges as detailed in the appendix A attached of these T&C's. Krome will apply these charges as the collected waste is processed and the charges incurred will be detailed on the Krome Technologies Ltd Asset Recycling service web-portal. No payment will be due from the client should the resale value of the equipment exceed the processing charges incurred. In the case that the client is in credit positive situation following the processing of their unwanted IT waste, then the credit will be held on account with Krome on behalf of the client. These funds are available for the client to spend with Krome Technologies Ltd as they see fit. If the client is in a credit negative position following processing of a Krome Technologies Ltd Asset Recycling receptacle, then the client will be invoiced for the outstanding amount in accordance with Krome standard 30 day payment terms. If within this 30 day period the client orders the delivery of a further Krome Technologies Ltd Asset Recycling service receptacle, then the money owed to Krome shall deducted from any credit that is generated by the resale of the retired assets collected in this subsequent collection. If after 3 consecutive collections the client is still in a situation of negative credit, then Krome Technologies Ltd reserves the right to refuse any further requests for the delivery of a Krome Technologies Ltd Asset Recycling service receptacle and the right to invoice the client for the money owed for the processing charges incurred under our standard 30 day payment terms.

6. DELIVERY AND ACCEPTANCE OF GOODS

Delivery of the Goods will occur when the Goods are placed at disposal of the Customer and risk of loss or damage to the Goods then passes to the Customer. In these circumstances, if the Krome Technologies Ltd Asset Recycling service receptacle is lost or damaged by the client then the client will be culpable for the cost of replacing the aforementioned Krome Technologies Ltd Asset Recycling service receptacle. Krome Technologies Ltd accepts no responsibility for accidental damage that is incurred by the equipment as a result of its transportation from the client's site to Krome Technologies Ltd IT Asset Management Plant. The client is responsible for the sensible packaging of the equipment to ensure that it is suitable for transportation. The equipment will be quarantined by Krome Technologies Ltd for 14 days after which the equipment will be inspected and its condition assessed. The client accepts that Krome Technologies Ltd reserves the sole right to assess the condition of the equipment and its suitability for resale or recycling as well as its market value for resale.