# **Terms & Conditions - Pre-Built Custom Desktop Computers**

**Business Name: NEXTGENPC LTD** 

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#### 1. About Us

1.1. We are NEXTGENPC LTD, a UK-based business specialising in pre-built custom desktop computers (from here on referred to as "PCs"). These Terms & Conditions govern all sales made to consumers via our website, email, phone or other sales channels.

#### 2. Product Information

- 2.1. PCs are sold as described in the product listing, with relevant specifications provided (CPU, GPU, RAM, PC Case, Motherboard, Storage, and other if applicable).
- 2.2. PCs that are built to meet the requirements and criteria of the buyer have their relevant specifications as listed in section 2.1 provided either on the product page on our website or in the sales invoice.
- 2.3. The actual make & model of individual components may differ, based on stock & availability, however the hardware specification provided (speed/frequency/memory size/other relevant data) will remain correct. Where this is not possible or feasible, the buyer will be notified accordingly and a resolution agreed upon.
- 2.4. Product images are for illustrative purposes; actual items may differ due to manufacture or stock/supplier issues.

## 3. Pricing and Payment

- 3.1. All prices are in GBP and include VAT (amount of chargable VAT is provided where possible, however if it is not and the buyer requires a VAT invoice/receipt this can also be provided upon request).
- 3.2. The total cost the buyer pays includes the product price(s) and any applicable delivery charges.
  - 3.3. Payment must be received in full before the order is dispatched. See section 4

regarding our default order processing times.

- 3.4. Accepted payment methods include, but are not limited to, all major Debit/Credit Cards, Paypal, and others.
  - 3.5. Invoicing information:
- 3.5.1. Upon request a price of goods quotation (from here on referred to as "quote") can be issued to the buyer with the specific configuration and pricing outlined. By default, the quote is valid for 7 days unless otherwise agreed and stated on the quote. When the buyer acknowledges and approves the quote, we aim to send the buyer an invoice within 2 working days.
- 3.5.2. We start processing the order only when the invoice is paid. By default, the payment is due within 7 working days of issuing the invoice, unless otherwise agreed with the buyer and as stated on the invoice issued. Card payments/bank transfers are the default payment methods we accept. Other options may be available upon request.

### 4. Order Process and Acceptance

- 4.1. Your order constitutes an offer to buy. We reserve the right to reject or cancel orders at our discretion (e.g., due to stock error or suspected fraud). In such cases refunds will be processed as soon as possible and the buyer will be notified of the reason behind rejection/refund with the details of how the refund (if applicable) will be processed.
- 4.2. Once your offer to buy is accepted, you'll receive a confirmation email and estimated delivery date. Our default order processing time is 5-7 working days (excluding bank holidays in England).
- 4.3. If you wish to make any amends to the order after it has been placed, for example to update the delivery address, please contact us with your order number and full name at salessupport@nextgenpc.xyz as soon as possible. Please note in some cases we may be unable to accommodate the requested changes and will let the buyer know immediately if this is the case.

#### 5. Delivery

- 5.1. We aim to dispatch PCs within 5-7 days of the order being placed. In the rare cases where we experience delays due to stock/supply shortages, we will notify the buyer at the earliest convenience and provide the most accurate estimate we can at the time.
- 5.2. Due to events outside of our control, i.e. courier experiencing issues, delivery timeframes and estimates may vary.
  - 5.3. Delivery is complete once the product is delivered to the address you provided.
- 5.4. You are responsible for ensuring someone is available to receive the delivery or collecting the delivery from the designated delivery point (i.e. a parcel shop) within given timeframes.
  - 5.5. If the PC delivered is visibly damaged or broken (damaged packaging, visible

damage to the case or components) contact us at RMA@nextgenpc.xyz and we will strive to resolve the matter as soon as possible.

## 6. Right to Cancel (Cooling-Off Period)

- 6.1. Under the Consumer Contracts Regulations 2013, you have the right to cancel your order within 14 calendar days of receiving the product, without giving a reason.
  - 6.2. To cancel the order:
- 6.2.1. Contact us in writing within 14 days of the purchase date, by completing the Model Cancellation Form (available here) and sending it to RMA@nextgenpc.xyz. Alternatively, you can contact us at the above email address and provide your order number and your name & delivery address.
  - 6.2.2. Return the product within 14 days of notifying us and receiving instructions.
  - 6.2.3. You are responsible for the cost of returning the item unless it is faulty.
- 6.3. Refunds will be issued within 14 days of receiving the returned goods, provided they are in the same condition as you received them (unused and in original packaging). This will include original shipping costs, if applicable.

### 7. Faulty or Damaged Goods

- 7.1. If the PC you purchased from us has developed a fault, you have rights under the Consumer Rights Act 2015:
  - 7.1.1. Within 30 days of delivery, you can reject faulty goods for a full refund.
- 7.1.2. After 30 days but within 6 months of delivery, you are entitled to a repair or replacement.
- 7.1.3. After 6 months, our standard warranty policy applies. By default, we provide a 2-year warranty (see section 8 for more details) on all PCs.
- 7.1.4. If agreed (by us and the buyer), we may aim to troubleshoot and fix the PC, via remote support or by sending it back to us, free of charge. If we can't repair or replace it, you may be entitled to a refund.
- 7.2. To report a fault, contact us at: techsupport@nextgenpc.xyz. See section 10 for further details.

#### 8. Warranty

- 8.1. All pre-configured PCs come with a 2-year remote support & return-to-base warranty unless otherwise stated.
  - 8.2. This warranty covers hardware faults only and excludes:
- 8.2.1. Accidental or cosmetic damage (including, but not limited to, liquid spills, scuffs and dents on the case, etc)
  - 8.2.2. Software issues (OS or driver-related problems)
  - 8.2.3. buyer-caused damage (including, but not limited to, overclocking, physical

damage from tampering with the hardware, etc.)

- 8.2.4. Unauthorised repairs or modifications by buyer or any other 3<sup>rd</sup> parties.
- 8.3. Troubleshooting:
- 8.3.1. If the PC develops a fault, please contact us at techsupport@nextgenpc.xyz, providing order number, your name and address, as well as describing the issue.
- 8.3.2. We may aim to troubleshoot and resolve the fault via remote support, including but not limited to phone calls, online meetings and/or remote support tools.
- 8.3.3. If we are unable to fix the issue remotely, the PC may be returned to us for repairs. A pre-paid shipping label will be provided in such cases.
- 8.3.4. When the PC is fixed, it will be shipped back to the buyer on an agreed address, free of charge.
- 8.4. If we establish the fault does not fall under warranty (see subsection 8.2 for details) we reserve the right to charge for repairing the PC if agreed by the buyer. In these circumstances, the buyer will also be always liable to pay for return costs in such cases.

## 9. Liability

- 9.1. We will strive to inform the buyer where applicable about any potential data or software loss on their PC, but we will not be held liable for it.
- 9.2. We are not liable for any losses arising from the buyer using the PC or because of it developing a fault. We will, however, aim to resolve & remediate the hardware fault. See section 8 for further information.
  - 9.3. Any indirect or consequential loss.
  - 9.4. Nothing in these terms excludes or limits your statutory rights.

#### 10. Returns Procedure

- 10.1.To initiate a return or warranty claim:
- 10.1.1. Contact us at RMA@nextgenpc.xyz with your order number and issue description if you wish to claim a full refund, minus the shipping costs which are not refundable if return is voluntary, within one month of your order date.
- 10.1.2. Contact us at techsupport@nextgenpc.xyz at any time within your warranty period to start a support ticket for warranty repairs. See section 8 for further details.
- 10.1.3. If the problem cannot be resolved remotely after consultation and the return of the hardware is agreed upon for repairs, we will provide a pre-paid return label and arrange courier collection.
  - 10.2. Damage incurred during transit:
- 10.2.1. If the PC is damaged during transit, we will aim to repair and replace the parts as well as remediate original issues (if it is a warranty repair case) as soon as possible, subject to spares and parts availability.
  - 10.2.2. If the PC is damaged during the return due to insufficient or inadequate

packaging, the buyer could be held liable. In such cases we may offer to repair & replace components for an additional cost.

#### 11. Data Protection

11.1. We process and store your personal data in accordance and compliance with the UK GDPR and the Data Protection Act 2018.

## 12. Complaints

- 12.1. We aim to resolve any issues promptly and always strive for the best possible outcome for our buyers. Please contact us at enquiries@nextgenpc.xyz.
- 12.2. If a dispute arises and we fail to reach a resolution, you may use the UK Online Dispute Resolution (ODR) platform.

### 13. Governing Law

13.1. These Terms are governed by the laws of England and Wales. Any disputes shall be subject to the jurisdiction of the courts of England and Wales.

### 14. Force Majeure

- 14.1. We shall not be held liable or responsible for any failure or delay in performing our obligations under these Terms and Conditions where such failure or delay results from any event or circumstance beyond our reasonable control. This includes, but is not limited to, acts of God, natural disasters, war, terrorism, strikes, pandemics, government actions, supply chain disruptions, or failure of suppliers or subcontractors.
- 14.2. In such cases, we will make reasonable efforts to notify the buyer and resume performance as soon as reasonably possible.

#### 15. Amendments

15.1. We reserve the right to update these Terms and Conditions at any time. The version in force at the time of your purchase will apply.