

Trading terms and conditions of PCMCS Tech Ltd. t/a GLAS Energy Technology

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase Product. We look forward to seeing you again when you are over 18.

We are: PCMCS Tech Ltd. t/a GLAS Energy Technology
Our address is: Johnstown Business Centre,
Johnstown House,
Johnstown, Naas,
Co. Kildare

You are: Our Customer

The terms and conditions

1 Definitions

In this agreement:

“Consumer”	Means any natural person who, in connection with this agreement, is acting for purposes which are outside his business;
“Confidential Information”	Means information relating to the Product, including all material contained in its distributable files, activation and registration code, all copyright and trade and other marks, whether registered or not.
“Content”	Means any material in any form published on Our Website by us or any third party with our consent.
“EULA”	Means end user licence agreement, the licence contained in this document which permits you to use the Software Product.
“Material”	Means Content of any sort posted by you on Our Website.
“Our Website”	Means the entire computing hardware and software installation that is or supports Our Website.
“Product”	Means any of the Products we offer for sale on our Website and include generally available updates and support services so far as specified for each Product.
“Software Product”	Means any of the software only Products we offer for sale on our Website and include generally available updates and support services so far as specified for each Software Product.

2 Our contract with you

- 2.1 These are the terms and conditions which apply to our sale to you of our Product. They apply:
- 2.1.1 so far as the context allows, to you as a visitor to Our Website; and
 - 2.1.2 in any event to you as a buyer or prospective buyer of our Product.
- 2.2 We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will confirm details of your purchase.
- 2.3 Unfortunately, we cannot guarantee that every Product advertised on our website is available. If at any time a Product becomes unavailable, we will immediately refund any money you have paid.
- 2.4 We reserve the right without prior notice to discontinue any product or to make design changes as part of our Product improvement programme, or to assist product availability.
- 2.5 If your order is not available for dispatch within 10 working days we will inform you of the lead time and allow you to decide if you wish to continue with the order.
- 2.6 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you place your order.
- 2.7 If in future, you buy the Product from us under any arrangement which does not involve your payment via our Website, these terms still apply so far as they can be applied.
- 2.8 If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 7 days from the date of your order.

3 Price, payment and product provision

- 3.1 All prices quoted are in Euro and are exclusive of VAT.
- 3.2 There is a minimum charge of €30.00 per order (excluding VAT).
- 3.3 It is possible that the price may have increased from that posted on our Website. If that happens, we will not provide the Product until you have confirmed that you wish to order at the new price.
- 3.4 Payments are non-refundable.
- 3.5 Our Product will be delivered to you by our contracted carrier. Some Software Products maybe provided via email or via download from our Website.
- 3.6 If you have made payment in some way other than by credit card, the Product will not be despatched until your payment is cleared by our bank.
- 3.7 Software products that we supply will be subject to their individual licence agreement, copies are available on request.

- 3.8 We will provide updates to the Product firmware from time to time, it is the responsibility of the customer to check the website regularly for these.
- 3.9 We will do our best to provide reasonable email support for the Product at all times and to maintain Our Website so that you have constant use, but there will be times when our support / your use may be interrupted. Such interruption for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance.
- 3.10 If our customer intends to supply the Product to any other person, our customer must ensure that all warnings, labels, instructions, manuals and other information in respect of our Products or their use which are supplied with the Product are not lost or damaged in any way prior to them being passed on to their customer.

4 Delivery

- 4.1 Deliveries will be made by a carrier instructed by us to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 4.2 If we are unable to deliver your order after two calls by our carrier, we will notify you to try to arrange an alternative date for delivery, convenient to you. If we have failed to contact you after 10 days from the first time we attempted delivery, we will cancel your order and return money paid for the goods. We will retain any charge we made for delivery.
- 4.3 If we ourselves are not able to deliver your Goods within 20 days of the date of your order, we shall notify you by e-mail to arrange a later date for delivery.
- 4.4 Goods are sent at our risk until signed for by you or by any other person at the address you have given to us.
- 4.5 We will send you a message by email to tell you when we have despatched your order.
- 4.6 We shall not be liable for any losses, consequential or otherwise, arising from non-delivery or late delivery.

5 Cancellation of order

- 5.1 If you are a citizen of the European Union, and you bought the Product as a Consumer, you may cancel your order for the Product at any time before the expiry of 7 working days from the date of order, not including the day you ordered.
- 5.2 Because the Software Product is available to you, and can be copied by you on delivery, you have no statutory right to cancellation once you have received the Software Product.
- 5.3 If you cancel before delivery, we will refund your money as soon as reasonably possible and in any event within 30 days of cancellation of your order.
- 5.4 This paragraph does not affect your rights in the event that you have a genuine and valid complaint about the way we have provided the Services to you.

6 Foreign taxes, duties and import restrictions

- 6.1 If you are not in the Republic of Ireland, we have no knowledge of, and no responsibility for, the laws in your country.
- 6.2 You are responsible for purchasing Product which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country

7 Goods returned

- 7.1 Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with the Product, please tell us at the earliest opportunity.
- 7.2 We will require a fault description form to be completed which we will email to you. As a minimum we would require the following information;
 - 7.2.1 Unit serial number or the mac address as it appears on the unit;
 - 7.2.2 exactly what is the fault;
 - 7.2.3 the date, if relevant, when the fault became apparent;
 - 7.2.4 when and how you discovered the fault;
 - 7.2.5 how the fault affected your use of the Product;
- 7.3 If it is necessary to return a box to us, it is essential that you follow the instructions below. These provisions apply in the event that you return Product to us because you say they are faulty:
- 7.4 You must tell us by email message to support@glasetech.ie or by letter to our land address at the top of this agreement, stating that you would like to return goods, specifying exactly what goods and when purchased, and giving full details of the defect or other reason for return. We will then issue an RMA number. If you send goods to us without an RMA number, we may not be able to identify sufficient details to enable us to attend to your complaint.
- 7.5 The Goods must be returned to us as soon as any defect is discovered.
- 7.6 So far as possible, the Product should be returned:
 - 7.6.1 stating the RMA number provided by us;
 - 7.6.2 with both goods and all packaging as far as possible in their original condition;
 - 7.6.3 securely wrapped;
 - 7.6.4 including our delivery slip;
 - 7.6.5 at your risk and cost.

8 Warranty

Our Products are covered under the following warranty terms. If defects appear in our Product, under proper use, we will, at our option, replace or repair the product or, if this is not possible, refund the purchase price. This warranty is subject to a claim being made in writing to us within 12 months after the original date of despatch. The Consumer acknowledges that it is responsible for ensuring that the Products it orders are fit for the purposes for which it intends to use them.

9 Your account with us

- 9.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Product.
- 9.2 If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
- 9.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.
- 9.4 We reserve the right to refuse you access to Our Website.

10 Disclaimers

- 10.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Product, at any time and without advance notice.
- 10.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 10.3 We give no warranty and make no representation, express or implied, as to:
 - 10.3.1 the adequacy or appropriateness of the Product for your purpose;
 - 10.3.2 any implied warranty or condition as to merchantability or fitness of the Product for a particular purpose other than that for which the Goods are commonly used;
 - 10.3.3 The use of, or results of the use of the Product or its compatibility with your equipment, software or telecommunications connection;
 - 10.3.4 compliance with any law;
 - 10.3.5 non-infringement of any right.
- 10.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 10.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of our Product.
- 10.6 In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.

11 Confidential Information and Intellectual Property Rights

- 11.1 You agree to keep safe the Confidential Information and not to disclose or make available for disclosure to any person, any part of it.
- 11.2 We will defend the intellectual property rights in connection with our Product and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 11.3 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
- 11.4 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 11.5 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person.
- 11.6 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

12 Your email address

- 12.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 12.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.
- 12.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

13 The Licence (EULA)

- 13.1 Subject to the terms of this agreement, we grant to you a limited licence to use the Software Product for your personal or business use. The license is non-exclusive, non-transferable and royalty free.
- 13.2 If you have bought a single-user licence, you may install and use it on not more than two computers used exclusively by one person.
- 13.3 If you have bought a multi-user licence, you may install and use it on the number of computers or work stations for which you have bought a licence.

- 13.4 You may not copy the Software Product except for the purpose of system maintenance, nor may you transfer it nor allow any other person to use it.

14 System Security

- 14.1 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 14.2 You may not use any software tool for the purpose of extracting data from our website.
- 14.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

15 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

16 Miscellaneous provisions

- 16.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 16.2 Where we provide Product or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those services.
- 16.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.
- 16.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 16.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 16.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.
- 16.8 This Agreement shall be governed by and construed in accordance with the law of the Republic of Ireland. This agreement shall not be governed by the United Nations

Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.