

# TERMS AND CONDITIONS

## 1. INTERPRETATION

1.1. In these Conditions unless the context otherwise permits: -

“Authorised Representative” means a person whose job title is that of Director, Senior Director or Managing Director.  
“Customer” means the person, firm, company, entity or organisation with whom Magic Mirror contracts for the sale of products and/or supply of Services.

“the Conditions/ these Conditions” means the standard terms and conditions of sale set out in this document or such replacement standard terms and conditions as are in force at the date of the Contract and which at that date appear on Magic Mirror website at and any other website owned by Magic Mirror and/or which are available on request from Magic Mirror.

“the Contract” means any contract for the purchase and sale of other supply of Products and/or the supply of Services by Magic Mirror to a Customer.

“Magic Mirror” means Magic Mirror (registered in England Number 4471557)

“Products” means any Products (including, for the avoidance of doubt, software and instalments of the Products or any parts of or for them) sold by Magic Mirror to a Customer.

“Services” means any services supplied by Magic Mirror to a Customer.

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. GENERAL

2.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

2.2. No waiver by Magic Mirror of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

2.3. If any provision of these Conditions is held by any authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

2.4. The Contract shall be governed by the laws of England and the Customer submits to the exclusive jurisdiction of the English Courts.

2.5 General maintenance for example, Loose screws, Loose lights, Loose clips, are the responsibility of the operators not the manufacturer.

## 3. BASIS OF SALE

3.1. All Contracts between Magic Mirror and a Customer shall be governed by these Conditions to the exclusion of any other terms and conditions including without limit any terms on or referred to in any purchase order. It is the Customer's responsibility to be aware of the Conditions as current from time to time. The customer's acceptance of these conditions shall be made (in respect of the first Contract and all subsequent Contracts) either by (1) Customer providing a purchase order to Magic Mirror or (2) Customer accepting Products or Services from Magic Mirror whichever occurs first.

3.2. No variation to these Conditions shall be binding unless agreed by letter signed by an Authorised Representative of Magic Mirror.

3.3. No employee or agent of Magic Mirror other than an Authorised Representative has any authority to make any representation at all concerning Products or Services and an Authorised Representative has no authority to make such representation other than by letter (an “authorised representation”) and accordingly customer agrees that in entering into any Contract it does not rely on any unauthorised representation and Customer agrees it shall have no remedy in respect of any unauthorised representation (unless made fraudulently).

## 4. CUSTOMER IDENTIFICATION

4.1. In placing an order Customer may utilise one or a combination of account name, password, customer code or customer identification.

4.2. Customer agrees that Customer is entirely responsible for use of Customer's Identification and that it is Customer's responsibility to have in place security measures and procedures to ensure use of its Customer Identification only by authorised personnel for authorised purposes.

4.3. Customer agrees that Magic Mirror is entitled to rely absolutely on any orders placed on Magic Mirror, which have utilised Customer's Identification, and to deliver as directed by such orders and invoice and be paid in respect of such orders.

4.4 Magic Mirror has the right to accept or decline any purchase order submitted by Customer.

## 5. MAGIC MIRROR INFORMATION

5.1. All Product pricing, description, availability and related information (“Information”) provided by Magic Mirror, in any form, is the property of Magic Mirror or its vendors. Magic Mirror hereby grants Customer a limited, non-exclusive, non-transferable license to use the Information for its internal use only for the purpose of Customer’s purchases and sales of Products sold by it to Magic Mirror. Magic Mirror shall be entitled to stop the provision of Information at any time without notice. Customer agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilise the information for any purpose except as permitted herein. Magic Mirror makes no warranty, either express or implied on the information or its accuracy. All Information is provided to purchaser “as is.” Specifically but without limitation Customer is not entitled to utilise Information for any purpose other than in the normal course of business of a Reseller and is not entitled to use, reproduce or display the Information in any way, which in Magic Mirror’s opinion; (1) would enable it to be identified as information obtained from Magic Mirror (2) would enable comparison of the Information with other suppliers information relating to products or (3) could be damaging to Magic Mirror’s business interests.

## 6. ORDERS AND SPECIFICATIONS

6.1. The Customer shall be responsible to Magic Mirror for ensuring the accuracy of the terms of any order.

6.2. Magic Mirror reserves the right to make any changes in the specification of the products, which are required to conform to any applicable safety or other statutory requirements.

6.3. No order, which has been placed by Customer, may be withdrawn or cancelled by Customer except with the agreement by letter, fax or email of an Authorised representative of Magic Mirror.

6.4. Notwithstanding any other terms of these Conditions it is agreed that the provision or display of Product pricing and other Information (as defined in clause 4.1) by Magic Mirror to Customer does not amount to an offer by Magic Mirror to sell such product at that price or on any other terms. Supply of such Information is only an invitation to treat. An order by the customer for Product or Services shall be the offer.

## 7. PRICE OF THE PRODUCTS

7.1. All prices are subject to the provisions of clause 6.2. All prices will be established at the time the order which gives rise to a Contract is received by.

7.2. If Customer agrees to place an order for Product not available at the time of order (a “Backorder”) such order shall be irrevocable and be deemed to be for the product at the price established at the time the Backorder is taken or confirmed plus any increase charged by Magic Mirror due to increase of its suppliers price to Magic Mirror or direct costs to which Magic Mirror becomes subject (including without limited costs resulting from currency fluctuation). Magic Mirror shall only increase its price by such levels is necessary to maintain its percentage margin at the same level as would have resulted from sale at the price prevailing at the time the Backorder was placed.

7.3. Unless otherwise agreed by letter by an Authorised Representative of Magic Mirror all prices exclude the cost of delivery.

7.4. All price and charges are exclusive of any applicable Value Added Tax, which the customer will be additionally liable to pay to Magic Mirror.

7.5 Any redeemable offer or redeemable voucher either verbal or in writing can only be used once and cannot be used in conjunction with any existing discounted offers.

## 8. TERMS OF PAYMENT

8.1. Unless Magic Mirror has previously agreed in writing with the customer that products shall be supplied on credit, payment for products dispatched either through collection or delivery, must have been fully paid, and payment cleared on or prior the agreed collection or delivery date. Items will not be released until full payment has been received.

8.2. Where Magic Mirror has agreed to supply the Products on credit Customer shall pay the price of the Products within 30 days of the date of Magic Mirror’s invoice notwithstanding that the property in the Products has not passed to the Customer. Invoices will be dated the day of dispatch of the Products. Magic Mirror shall be entitled at its absolute discretion to alter payment terms (other than on concluded Contracts) and withdraw or alter any credit limit granted at any time without notice.

8.3 Where Magic Mirror has agreed to supply the product on other finance option such as instalment plan, Customer shall pay the price of the Products (subjected to interest rates) for the agreed payment period on Contract. At the end of repayment period, the Product is fully owned by Customer. Repayment fees do not include charges for creation, design, production and/or delivery of Advertising Screens or Value Added Tax. All additional charges in connection with any additional services provided by Magic Mirror shall be agreed to in writing by the parties. For termination before end of contract, a penalty stated on Contract will be incurred to Customer.

8.4. The time of payment of the price shall be of the essence of the Contract. If the Customer fails to make a payment on the due date then without prejudice to any other right or remedy available to it Magic Mirror shall be entitled to: -

8.4.1. Cancel the Contract or suspend any further deliveries or suspend any services to the Customer.

8.4.2. Appropriate any payment made by the Customer to such of the Products as Magic Mirror may think fit (notwithstanding any purported appropriation by the Customer).

8.4.3. Charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 20% per annum from time to time until payment in full is made such interest being calculated on a monthly basis.

## 9. DELIVERY

9.1. Delivery of the Products shall be made by Magic Mirror to such place as shall have been agreed between Magic Mirror and the Customer. Unless the Customer shall have notified Magic Mirror in Writing within 5 working days of the date of Magic Mirror's invoice that the products have not been delivered then delivery shall be deemed to have taken place in accordance with the Contract and the Customer shall not be entitled to raise any claim of short or mis-shipment. Magic Mirror is entitled to issue its invoice on or after the date of dispatch of Products from its facility.

9.2. Magic Mirror shall be entitled to assume that any person who both reasonably appears and claims to have authority to accept delivery who signs a note in respect of the products on behalf of the Customer shall in fact have the authority.

9.3. Any dates quoted for the delivery of Products are approximate only and Magic Mirror shall have no liability to the Customer of any delay in delivery of Products howsoever caused.

9.4. Where Products are to be delivered in instalments each delivery shall constitute a separate Contract and failure by Magic Mirror to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

9.5 We cannot be held responsible for third party strikes or goods being held at customs.

9.6 Notifications of missing items or queries with the Delivery must be made within 3 working days of the receipt of the Delivered Items.

## 10. RISK AND PROPERTY

10.1. Risk of damage to or loss of Products delivered to United Kingdom locations shall pass to the Customer at the time of delivery or if the Customer wrongfully fails to take delivery of Products at the time when Magic Mirror has tendered delivery of the Products.

10.2. Risk of damage to or loss of Products to International locations (locations deemed outside of the United Kingdom by Magic Mirror) shall be covered by the shipment insurance (at Customer's cost) at the time of dispatch / collection from the Magic Mirror offices.

10.3. Notwithstanding delivery and the passing of risk of the Products or any other provisions of these Conditions the property in the Products shall not pass to the Customer until Magic Mirror has received in cash or cleared funds payment in full of the price of the Products and all other Products and Services previously sold or supplied by Magic Mirror to the Customer for which payment is then due.

10.4. Until such time as the property in the Products passes to the customer the Customer shall hold the Products as Magic Mirror's fiduciary agent and bailee and shall keep the Products separate to those of the Customer and third parties and properly stored protected and insured and identified as Magic Mirror's property.

10.5. Until such time as the property in the products passes to the Customer (and provided the products are still in existence and have not been resold) Magic Mirror shall be entitled at any time to require the Customer to deliver up the products to Magic Mirror and if the Customer fails to do so forthwith to enter upon any premises of the customer or any third party where the products are stored and repossess the Products.

## 11. WARRANTIES AND LIABILITY

Please refer to our [Warranty Terms and Conditions](#) for more information.

## 12. RETURNS

12.1. If Magic Mirror agrees to accept the return of any Products (other than for the purpose set out in Clause 10 above) or agrees to carry out repairs to other Products which have not been purchased from Magic Mirror or agrees to repair Products which are out of warranty the Customer shall not send the same to Magic Mirror unless they are accompanied by an RMA number previously advised by Magic Mirror and a copy of the suppliers sales invoice and are sent in their original packaging or same or similar material.

12.2. If Magic Mirror has agreed to carry out repairs or to replace Products (or any parts thereof) other than for the purpose set out in clause 10 above the Customer irrevocably authorises Magic Mirror to carry out such repairs or provide such replacements as shall place the Products in proper working order.

12.3. Magic Mirror shall accept no liability for any damage to or loss in transit in Products returned to Magic Mirror whether under this Clause or under Clause 10 above.

12.4. If Magic Mirror has agreed to accept the return of products other than for the purpose of carrying out any other repair or replacement the products must be returned in their original packaging and in a clean resalable condition failing which Magic Mirror will refuse to accept the same and the Customer shall remain liable for the price thereof.

12.5. Magic Mirror cannot accept any returns for products that are deemed to have been used.

12.6. Refunds for Funds related to software or hardware items will be returned within 14 days of the initial request.

12.7. All received goods (Systems, Hardware, Panels, anything with artwork and all booth consumables etc) must be reported as damaged within 24 hours of receipt.

12.8. Any damage made by courier returns require us to be notified within 3 days of receipt and then in writing within 7 days. After this period no claims for damage for couriered items can be claimed.

## 13. REFUND

13.1. Situations including but not limited to below list will not be eligible for refund by any means: -

13.1.1. Units that are no longer in use

13.1.2. Wrong unit purchased

13.1.3. Units used for stocking

13.1.4. Payment using Credit Card

13.2. The Seller reserves the right at its absolute discretion to approve/disapprove the Hardware faulty. In the event of the Hardware faulty proven by the Seller, it would be subjected to RMA Terms and Conditions and Warranty Terms and Conditions.

## 14. REPLACEMENT

14.1. Magic Mirror grants the Customer the right to source, purchase and replace the parts locally. Magic Mirror will bear the cost of the Hardware parts if the Customer fulfill the following conditions: -

14.1.1. The Products are under Warranty by the time where the issues were raised, and the Warranty period was calculated by the date the purchase was made.

14.1.2. Remote diagnosis has been done by Magic Mirror and the faulty has been approved by Magic Mirror. Magic Mirror reserves the final say to approve or reject the request.

14.2. The maximum claimable amount would be subjected to current market price and should not be more than 10 % difference or USD \$100, whichever lower compared to our local market price. Any claims exceeding this agreed range would be disregarded.

14.3. Situations including but not limited to below list will not be covered under warranty and hence not entitled for replacement: -

14.3.1. Breakage of Magic Mirror glass

14.3.2. Faulty due to water damage

14.3.3. Scratches, wear and tear on the surface of the Products

14.3.4. Failure caused by dismantling the Products

14.3.5. Faulty not covered under Warranty Terms and Conditions

## 14. INSOLVENCY OF CUSTOMER

14.1. This Clause applies if: -

14.1.1 the Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation otherwise than for the purposes of amalgamation or reconstruction.

14.1.2 An encumbrancer takes the possession or a receiver is appointed of any of the property or assets of the Customer or

14.1.3 The Customer ceases or threatens to cease carrying on business or

14.2 Magic Mirror reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

14.3. If this Clause applies then without prejudice to any other right or remedy available to Magic Mirror, Magic Mirror shall be entitle to cancel the Contract or suspend any further deliveries or services under the Contract without any liability to the customer and if the Products have been delivered and not paid for then the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 15. CONFIGURATION

15.1. On agreement Magic Mirror will provide configuration Services to Customer. Configuration Services will be at the price agreed at the time the order is taken or confirmed. The Customer shall be solely responsible for the accuracy of its order, the specification of the components and their configuration and for ensuring that the configured product specified is satisfactory for the purposes for which it is required including without limit that it has sufficient overall functionality, and will support, be compatible and inter-operable with any hardware, software or middleware with which it is intended to operate.

15.2. Any supplied hardware by the purchaser is the sole responsibility of the purchaser to make sure is fully compatible, as we cannot be held responsible for any problems arising in conjunction with third party hardware or drivers. We also cannot be held responsible for problems arising from third party software with our software.

15.3. Refunds on software will not be given due to supplied hardware not being compatible or having defects.

15.4. Configuration Services will have a warranty of 14 days from the date of shipment to the Customer. Magic Mirror sole liability (and the Customer' sole remedy against Ingram) in respect of any defective Services for which Magic Mirror is responsible shall be the repair by Magic Mirror or at Magic Mirror's option replacement of the Product on which the Services have been performed. (If any alleged defect shall be attributable to defect in Product the provisions of clause 10 shall apply). Claims in respect of defective Services must be made within 21 days of the date of delivery / collection of the configured Product.

## 16. SOFTWARE AND SUPPORT

16.1. Software Updates are part of the Support package (which initially runs for 12 months). After this period a new support package will need to be taken up to receive Software Updates and Support (there is a cost for this service).

16.2. Software Updates are performed on your system however Outdated Systems will need to be updated to allow the software to be used.

16.3. We cannot accept any responsibility for any loss of data due to a software update.

16.4. During a Software Update our staff may be required to have Remote Access into your System in order for us to update.

16.5. Some Software Updates may require a Hardware, Operating System, or Third Party Updates. This is not our responsibility and must be undertaken by you to ensure our software will perform correctly.

16.6. Software operating correctly is governed by some external factors that are out of our control. When a problem arises with software from an operating system update or new hardware configuration conflict we will endeavour to repair this as quickly as possible. Magic Mirror will be in no way held accountable for loss of earnings from these updates nor will Magic Mirror issue refund for the software". Please send software issues to support@magicmirror.me.

16.7. Software Updates and support updates do not include Facebook Applications and Website Updates for use with the Facebook App integration. This is a separate entity which may need to be charged separately if any Facebook Changes or updates are made by Facebook, Inc.

16.8. We cannot be held responsible for any refunds or compensation resulting from software or anything in connection with the software.

16.9 The use of the email sending via software is available without software support. Retrieval of email's through members' area is only available when within a support package.

16.10. We reserve the right to cancel any software currently in use if customers are out of support or in breach of any contract with Magic Mirror or magicmirror.me.

16.11. Software licenses are put in place by Magic Mirror or magicmirror.me prior to pickup or shipment of the products.

16.12. To continue using software you may be required to be in a support package on a yearly subscription.

16.13. The Buyer undertakes the following: -

16.13.1. Not to copy, publish or distribute, decompile, reverse engineer, translate, adapt, vary or modify the software except as expressly permitted by this Conditions

16.13.2. Not to transfer, assign, sub-license, charge, or otherwise deal in the software other than in accordance with the terms of this Condition

16.13.3. To maintain all copyright notices on all copies of software

16.13.4. To notify the Seller immediately it becomes aware that any person may have unauthorised knowledge, possession, or use of the software

## 17. TRIAL PROJECT

17.1. Where Magic Mirror has agreed to supply the Products on trial projects in very rare cases, contract period begins on the date of dispatch.

17.2. Such Contract is only offered to shopping malls with a maximum of 6-months trial period.

17.3. All support and liabilities are applied to trial or pilot projects the same as other commercial projects, with the customer being deemed as "owner of product" during the agreed trial period.

17.4. Magic Mirror shall be under no liability in respect of any defect arising from fair wear and tear; wilful damage; negligence; abnormal working conditions; All associated liabilities and external damages such as injury cost should be covered by customer's insurance policy.

## 18. WEBSITE

18.1. Any websites templates are provided as a basic layout for the customer to alter as they see fit, we do not create, build or make changes to the website and it is supplied as is to the customer.

## 19. ADVERTISING

19.1. Any AdWords products we offer in conjunction with Google are subject to being changed by Google without prior warning.

## 20. CONFIDENTIALITY

The customer will treat all information communicated in confidence under or in connection with this Condition as confidential. The customer shall not disclose any confidential information shared by Magic Mirror to any person other than the Relevant Third parties, regardless of when it is disclosed or obtained and the form in which it is disclosed or obtained. The customer shall not attempt by any means to temper the Products unless otherwise requested by Magic Mirror in the event of remote inspection by Magic Mirror. In the event whereby the Magic Mirror confidential information has been disclosed, the customer would be held liable and will be bearing the consequences of any such breach, including any loss or damage which Magic Mirror or any third party may incur or suffer.

## 21. CONSUMABLES

22.1 All consumables (printer paper, Printer Ribbon's etc) will not be refunded or replaced if the box has been opened and used.

22.2 Printer Paper and Ink Ribbon can become 'spoilt' if subjected to larger temperature changes.

22.3 All consumables can be supplied by Magic Mirror (at Customer's cost), or can be sourced by Customer independently.

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