

Facilities Supplies 2012 – 2013 Terms and Conditions of Sale

1. THE PARTIES

The "Seller": Office Depot UK Ltd.

The "Buyer": the person purchasing any goods from the Seller.

2. THE BARGAIN

The Seller shall sell and the Buyer buy the goods upon and subject to the express terms set out within these Conditions.

3. PREVAILING CONDITIONS

- a) All orders are accepted only upon these Conditions which shall, override any terms or conditions howsoever incorporated or referred to by the Buyer.
- b) No alteration or addition to these Conditions shall be incorporated into this Agreement unless expressly accepted by an authorised representative of the Seller in writing.
- c) These Conditions constitute all the terms of the Agreement between the parties and no other terms or conditions shall apply whether oral or in any separate order, confirmation or otherwise and any statutory or other condition is hereby excluded.
- d) All quotations and tenders are subject to withdrawal or amendment at any time prior to the Seller's acceptance of the Buyer's order.
- e) The Seller shall not be bound by any clerical or arithmetical errors in any price list invoice statement quotation or other documentation whatsoever.

4. DELIVERY

- a) The time of delivery shall not be of the essence of the contract and failure by the Seller to make delivery on any particular date shall not entitle the Buyer to terminate this Agreement or refuse the delivery or to claim for any expenses, loss of profits or other consequential losses whatsoever.
- b) Deliveries are free on all orders of or in excess of £50.00 (exc. VAT) to any one address in the United Kingdom. A standard handling charge which may be varied from time to time at the Seller's discretion will be made on all orders under £50.00 (exc. VAT).
- c) The Seller reserves the right to charge for returnable pallets, containers or cages that are returned damaged, or not returned.
- d) The delivery address must be stated on the Buyer's official purchase order, any changes to the stated delivery address must be made in writing to the Seller not less than 5 working days before the delivery date.
- e) The Buyer shall advise the Seller at the time of placing an official purchase order of any restrictions denying the Seller reasonable access to the stated delivery address. The Buyer shall ensure the installation area is clear of any obstructions that may cause the installation to be delayed. The Seller reserves the right to pass to the Buyer any cost incurred resulting from delivery and installation restrictions caused by the Buyer.
- f) If a product is unavailable it may be substituted by another of equal/better quality at the same price.
- g) Home deliveries: if the addressee is not available to receive the goods on the first call, subsequent deliveries will be chargeable.

5. PRICE

- a) All goods are sold at prices ruling at the date of despatch and may vary at the Seller's discretion from those originally quoted or shown in the Seller's current price list or any brochure or advertising material.
- b) The Buyer shall in addition to the total price be liable to pay any Value Added Tax which may be payable and imposed on the goods.

6. PAYMENT

- a) The Buyer shall make payment in full for the goods net 30 days from date of invoice.
- b) If the Buyer shall fail to make payment on or before the due date, then the Seller reserves the right to charge interest in addition to the price of the goods (and without prejudice to any other right of the Seller). Interest shall accrue on the amount outstanding at 5% above Lloyds TSB PLC base rate. Such interest to be compounded from month to month.

7. RETURNS/INVOICE QUERIES

With the exception of non-catalogue products, which are not returnable, we will arrange to collect products, whatever the reason and value, if notified within 7 working days from delivery.

All goods must be returned in a re-saleable condition.

The following are not considered as re-saleable condition:

- Goods not in original packaging.
- Marked or damaged packaging.
- Seal broken on perishable and consumable goods.
- Warranty/guarantee documentation missing.
- Software envelopes not intact.

If goods are found to be faulty please notify us within 28 days and we will credit or replace. After 28 days warranty conditions will apply.

No claims regarding alleged defects to goods shall be considered by the seller unless:

- a) In the case of damage or loss in transit or shortage the buyer notifies the seller's local office within 48 hours of delivery.
- b) in other cases:
 - I) The goods concerned are inspected by the Buyer and the Buyer advises the Seller's local sales office of the alleged defects within one week of delivery in writing.
 - II) If the Buyer shall fail to give such notice the goods shall be deemed to be in accordance with the Agreement and the Buyer shall be bound to accept delivery and make payment accordingly.
 - III) Any invoice discrepancies including proof of deliveries must be advised in writing by the Buyer to the Seller within 14 days from date of invoice.
 - IV) Any customer choosing summary invoicing should be aware that, even if there is a query, the invoice must always be paid in full. We cannot accept part or late payments on summary invoicing.
- c) Subject to Clauses (a) and (b) above defective goods will be replaced, provided that the goods are proved defective to the entire satisfaction of the Seller (and its opinion shall be conclusive) but no claim for expenditure upon any such goods, loss of orders, loss of profits or for any other consequential loss or damage whatsoever will be accepted by the Seller and any liability in this respect is expressly excluded.

8. THE GOODS

The goods which the Seller offers to supply are designed for the purposes described in the Seller's trade literature and are subject to any limitations contained therein. No warranty is given that the goods are fit for any other purpose unless the Buyer specifies in writing details of that purpose and the Seller expressly warrants that the goods are fit for that purpose to the Buyer in writing.

Goods delivered are used, stored and installed at the Buyer's own risk and the Seller will not be liable for any damage, loss or disruption caused by the same.

9. INTERVENING EVENTS

The Seller shall not be liable for any breach of this Agreement caused by the Seller's inability to produce materials or articles required for the performance of the Agreement or caused directly or indirectly by anything outside the Seller's reasonable control including without limitation to the generality of the foregoing, war, hostilities, government action, breakdown, delay in transportation, any form of labour dispute, fire, flood or act of God.

10. THE BUYER'S POSITION

- a) The Buyer shall not be entitled to withhold payment of any amount allegedly payable by the Seller because of any disputive claim by the Buyer against the Seller nor shall the Buyer be entitled to set off against any amount payable any monies which are not presently payable by the Seller or for which the Seller disputes liability.
- b) The Seller shall be entitled (without prejudice to its other rights against the Buyer) by notice in writing to the Buyer to rescind any agreement between the Seller and the Buyer or to suspend delivery should the Buyer (in the case of an individual) enter into any agreement with or for the benefit of its creditors or have a Receiving Order in Bankruptcy made against him or (if a body corporate) go into liquidation either voluntary or compulsory or under supervision or suffer a Receiver to be appointed or judgment to be levied or be in breach of the terms and conditions of this Agreement.
- c) The Buyer shall be entitled to cancel or amend an official purchase order within 5 working days of the date of the order at no cost to the Buyer. The Seller shall be entitled to charge a cancellation fee equivalent to 50% of the value of an order (excluding VAT) if the Buyer cancels an order after five days from the date of the order.
- d) Where the Buyer has placed an official purchase order for bespoke furniture not included in the Seller's current catalogue, the Buyer shall sign the Seller's bespoke furniture specification order form. Upon signing the Seller's bespoke furniture specification order form, the Buyer shall be bound to accept delivery and make payment accordingly subject to Clause 7 and excluding Clause 10c.

11. PASSING OF RISK AND RETENTION OF TITLE

- a) Risk in the goods shall pass to the Buyer upon delivery.
- b) Notwithstanding the above condition the property in the goods shall remain with the Seller until full payment of all monies owed to it by the Buyer for the order governed by these Conditions shall have been received or until prior resale.
- c) Until full payment has been made the Buyer shall hold the goods only as the Seller's bailee and will keep same at no cost to the Seller so that they are clearly identified as belonging to the Seller.
- d) Until such payment as aforesaid has been made the Buyer shall not remove the goods or allow them to be removed from the address to which they are delivered and shall keep the goods in good condition and shall not allow them to become the subject of any charge or lien whether by operation of law or otherwise.
- e) If the Buyer shall permit any judgment to be taken or levied against it or (being a corporation) go into liquidation or have a receiver approved or (being a partnership or individual) enter into any agreement with or for the benefit of its creditors or have a receiving order in bankruptcy made against it or upon any breach by the Buyer of any of its obligations or have a receiving order in bankruptcy made against it or upon any breach by the Buyer of any of its obligations under this Agreement the Seller may (without prejudice to any of its other rights and remedies) by notice in writing (and shall be deemed to do so at the request of the Buyer) enter into any land or building to recover the goods and to take all necessary steps to enable the Seller to recover and dispose of the goods.

12. SELLER'S LIABILITIES

- a) The Seller does not seek to exclude the following liabilities:
 - I) for negligence causing death or personal injury.
 - II) under third party agreements.
- b) The Seller shall not be liable for any indirect or consequential loss or damage including without limitation to the foregoing economic loss, loss of profits, business, operating time or use or any other form of loss or damage of whatsoever nature and howsoever arising.
- c) The implied conditions set out in the Sales of Goods Act 1979 and the Supply of Goods and Services Act 1982 shall be expressly excluded. Save as provided in these Conditions each and every liability of the Seller is excluded.
- d) Subject to Clause 12 (e), the Buyer shall be entitled to cancel or amend an official purchase order for furniture within 5 working days of the date of the order at no cost to the Buyer. The Seller shall be entitled to charge a cancellation fee equivalent to 50% of the value of an order for furniture (excluding VAT) if the Buyer cancels such an order after five days from the date of the order.
- e) Where the Buyer has placed an official purchase order for bespoke furniture not included in the Seller's current catalogue, the Buyer shall sign the Seller's bespoke furniture specification order form. Upon signing the Seller's bespoke furniture specification order form, the Buyer shall be bound to accept delivery and make payment in accordance with these conditions save that Clause 12 (d) shall not apply.

13. INVALIDITY OF PART

The invalidity or unenforceability for any reason of any part of this Contract shall not prejudice or affect the validity or enforceability of the remainder.

14. HEADINGS

The headings contained in these Conditions do not form part of them and such headings shall be ignored in construing each of the conditions herein contained.

15. BESPOKE GOODS

If the Buyer wishes to purchase bespoke goods, the Buyer will be required to enter into a separate agreement in respect of such goods which may vary or augment these Conditions (failing which these Conditions shall continue to apply in their entirety).

16. NOTICES

Any notice consent or the like required to be given under these Conditions shall be in writing and sent by registered post to the address of the other party as herein set out or at such changed address as shall for that purpose be notified to the other and every such notice consent or the like shall be deemed to have been given three days after transmission at the address to which it was sent.

17. JURISDICTION

This Contract shall be construed according to and be governed by the Laws of England and any dispute shall be referred to the High Court of Justice in England.

18. DESCRIPTION

With regards to wood finish the description denotes the type and does not necessarily refer to solid timbers, it may include veneers, plywood, blockwood, melamine or paper foil. Sizes are nominal, but every endeavour is made to keep these accurate.

19. Every care has been taken to ensure that descriptions and specifications are correct at the time of going to press, but we reserve the right to amend such details without notice.

20. To ensure you receive the best service available some calls may be monitored or recorded for training purposes.

21. ENVIRONMENTAL PRODUCT ATTRIBUTES

All environmental claims and attributes for the materials contained and displayed therein are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. While we attempt to ensure that such materials' features and descriptions are correct at the time of printing changes beyond our control do occasionally occur. If this happens we will endeavour to contact you before shipping your order to gain your agreement to the changes or to amend or cancel the order. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply our endorsement, sponsorship or recommendation.

22. SAFETY AND PRODUCT RECALLS

- (a) The Buyer shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the goods concerning their storage and use and the Buyer shall refer its employees and its customers to such instructions and guidelines.
- (b) The Buyer should satisfy itself that the persons responsible for the storage and use of any goods supplied by the Seller have all the information required on health and safety and the Seller shall not be liable to the Buyer in any civil proceedings brought by the Buyer against the Seller in respect of a breach of the user instructions or any applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety where such exclusion of liability is permitted by law.
- (c) The Buyer shall keep the Seller properly informed of all complaints concerning the goods and shall comply with any directions of The Seller in any issues, proceedings or negotiations relating to such complaint.
- (d) In the event of any recall of the goods by the Seller the Buyer shall co-operate fully and promptly with any steps taken by the Seller under the Condition below.
- (e) The Seller may at its discretion recall any goods already sold by the Seller to the Buyer, (whether for a refund or credit or for replacement of the goods which shall in each case be undertaken by the Seller) and/or issue any written or other notification to the Buyer about the manner of use of any goods already sold by the Seller to the Buyer. The Buyer agrees to give all reasonable assistance to the Seller or the manufacturer in resisting any claim which may arise under any recall of product by the Seller or the manufacturer of such good.
- (f) The Seller shall not be liable for any loss or damage to property or person that has been caused by failure or negligence in following the instructions for use and operating procedure of the goods.
- (g) Our policy is NOT to supply knives, implements and tools to persons under the age of 18 years of age. By placing an order for knives/tools with us you declare that you are 18 years or over. We will need to validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. These items must be used responsibly and appropriately.

It is advisable that you read the links below;

The Criminal Justice Act (1988)

www.opsi.gov.uk/acts/acts1988/Ukpga_19880033_en_1.htm

The Offensive Weapons Act (1996)

www.opsi.gov.uk/acts/acts1996/1996026.htm

The Knives Act (1997)

www.opsi.gov.uk/acts/acts1997/1997021.htm