

## Office Depot general terms and conditions for delivery

### Article 1: Definitions and applicability of these terms and conditions

In these general terms and conditions, the terms below have the following meanings:

- "Office Depot": Office Depot Europe B.V. or any local Office Depot entity that you make an agreement with
- "The Other Party": Any natural or legal person with whom Office Depot enters into an agreement or negotiates the conclusion of an agreement.
- These terms and conditions form part of all agreements between Office Depot and the Other Party. The applicability of any of the Other Party's general terms and conditions is explicitly rejected by Office Depot.

### Article 2: Quotations and orders

- All quotations provided by Office Depot are without obligation.
- Office Depot is entitled to refuse any offer or order from the Other Party without having to give any reasons.
- Any agreement between Office Depot and the Other Party is concluded once Office Depot has accepted the Other Party's offer to purchase by means of an order confirmation, or, failing that, by means of a delivery and/or invoice.
- All prices quoted are net of VAT and other government levies, unless indicated otherwise.
- Office Depot is entitled to charge EUR 2.90/GBP2.90 for administrative expenses on orders below EUR 30.00/GBP25.00.

### Article 3: Delivery

- Delivery is made to the Other Party's address, unless agreed otherwise.
- The Other Party is obliged to take receipt of the purchased goods at the time they are made available. If the Other Party refuses to take delivery or fails to provide the information required for delivery, the goods will be stored. Office Depot may demand that the invoiced amount is paid as if delivery had taken place. Office Depot has the right to dissolve any agreement four weeks after the agreed delivery time. All expenses incurred as a result of late delivery or in the event that delivery is not possible will be charged to the Other Party.
- Office Depot is permitted to deliver the goods sold as part deliveries and to invoice each part separately, unless agreed otherwise.

### Article 4: Intellectual property rights

- The Other Party is not permitted to remove any references to patents, copyrights, brands, trade names or other rights of intellectual or industrial property from the goods, nor to amend them.
- The Other Party is responsible for ensuring that software products are used correctly in accordance with the licence terms set by the manufacturer concerned.
- All intellectual property rights in relation to the goods supplied by Office Depot belong either to Office Depot or to a third party. These rights are not transferred to the Other Party, unless explicitly agreed otherwise in writing.
- The intellectual property rights in relation to the website of Office Depot, the design of the site and any descriptions, pictures, photographs, video clips and other information included on Office Depot's website(s), regardless of the format, are assigned to or are licensed to Office Depot.

### Article 5: Delivery time

Delivery times will be adhered to as far as possible, but are not binding. Any failure to meet a delivery time will not entitle the Other Party to dissolve the agreement, claim non-performance of any obligation or claim any compensation for damages.

### Article 6: Change in price

If Office Depot has agreed a specific price, Office Depot is nevertheless entitled to amend the price to the price valid on the date of delivery in accordance with the current price list valid at that time. If the agreed price is increased by more than 5%, the Other Party is entitled to dissolve the agreement.

### Article 7: Packaging

- If necessary, Office Depot will use returnable packaging. If returnable packaging is used (or a deposit is payable on packaging), Office Depot will clearly indicate this. The Other Party is obliged to return this returnable packaging at its own expense and risk, empty and in an undamaged condition, within 14 days of delivery.
- If the Other Party accepts the goods from the transport company, this shall constitute proof that the packaging is in good condition, unless the Other Party records an indication to the contrary on the receipt. The Other Party is responsible for the packaging as soon as the Other Party has taken receipt of the packaging.
- If the Other Party fails to return the returnable packaging within the deadline stated in the reminder when received, Office Depot is entitled to replace the packaging and to issue an invoice for the associated costs.

### Article 8: Models and examples

If Office Depot shows or issues a model or example, this is done solely by way of indication; the goods to be supplied may differ from the model or example, unless it has been explicitly agreed in writing that the goods will be supplied in conformity with the model or example shown or issued.

### Article 9: Complaints and return of goods

The supplier must be notified of any complaints in relation to readily noticeable faults within eight working days from delivery of the order. If equipment does not work at all, the Other Party must notify Office Depot of this in writing within eight days of delivery. Failure to do so will result in the Other Party only being entitled to repairs to the goods or to a supplement representing the shortfall. If the fault cannot reasonably be discovered within that period, the fault must be reported immediately upon discovery. The final deadline for complaints in all cases is 12 months. There is no right of complaint once the goods have been put into use. Goods ordered may only be returned after consultation with Office Depot's Customer Service department and within 30 days of the date of delivery, taking into account the instructions given on the packing slip. The costs of returning the goods will be borne by the customer, unless the return of the goods was caused by an error on the part of Office Depot or where the goods are faulty or damaged.

The returns fee per collection shall be:

Furniture Items - £25

All other Products £3.50

Some goods are Non-returnable and shall include Bespoke Products, Special purchase items and postage stamps.

### Article 10: Warranty

- If Office Depot delivers goods received from suppliers, the warranty provided to the Other Party will be equal to the warranty that Office Depot can claim from its supplier.
- Faults resulting from incorrect use or poor maintenance are not covered by the warranty.
- Office Depot guarantees that the goods it delivers under one of Office Depot's private labels are free from design faults, material defects and production errors for a period of 12 months from delivery.

### Article 11: Payment

- Unless otherwise agreed, payment will be made no later than 30 days after the invoice date, using the method given on the invoice. For monthly invoices, the payment deadline is 15 days after the invoice date.
- If payment has not been received by the due date, the Other Party will immediately be in default. From that moment onwards, the Other Party will be charged interest at the statutory rate +1%, over and above the amount payable. The date of payment is the date when the payment is credited to one of Office Depot's accounts.
- Any receivables from Office Depot may not be deducted from payments.
- Office Depot may charge the Other Party daily interest on overdue amounts at an annual rate of 8% above the base lending rate of the National Bank, running from the due date to the date when you pay them.
- Any complaints will not suspend payment.

### Article 12: Collection costs

All costs associated with the collection of outstanding payments, including any legal or other fees, will be payable by the Other Party.

### Article 13: Retention of title

The title to the goods delivered will be transferred at the time of payment. In the case of software products, the Other Party will only acquire a right of use. The Other Party is obliged to carefully store the goods supplied under retention of title and to ensure that they are identifiable as the property of Office Depot. The Other Party is not permitted to encumber or to sell the goods supplied until the amounts due are fully settled, unless the Other Party acts as a reseller and is entitled to sell the goods. The Other Party's right of sale is annulled if the Other Party's right of sale is annulled if the Other Party is declared bankrupt or applies for a moratorium on payments.

If the Other Party is in default of compliance with its obligations, Office Depot is entitled to recover the goods or to arrange their retrieval from where they are located; this at the Other Party's expense.

### Article 14: Risk

The risk of loss or damage to the goods delivered will be transferred to the Other Party at the point of delivery of the goods.

### Article 15: Completion of work/provision of services

- All establishments and facilities where the work is to be completed and/or the services to be provided by Office Depot are at the Other Party's expense and risk.
- The Other Party shall ensure, at its own expense and risk, that:
  - The employees of Office Depot are enabled to work during standard working hours at the location where works are to be performed, or outside standard working hours if this has been agreed or appears necessary, the latter solely based on Office Depot's assessment
  - The necessary lockable storage facilities are provided for materials, tools and other items
  - The necessary and usual support staff, auxiliary machinery and auxiliary materials are made available to Office Depot on time and free of charge in the correct location
  - All necessary safety and other precautionary measures are taken and observed
- Any costs incurred by Office Depot in the event of failure to respond, or failure to respond in time, to the terms and conditions set out in this article will be borne at the Other Party's expense and risk.

### Article 16: Termination of the agreement

In the event that either party fails to comply with its obligations, the Other Party is entitled to dissolve the agreement immediately if the fault cannot be remedied within a reasonable time. The same applies if either party is declared bankrupt or has a moratorium on payments.

### Article 17: Liability

- Office Depot will not be held liable for any damage to goods or property, other than taking into account the provisions outlined in Article 9. In all cases, Office Depot's contractual and legal liability is limited to the amount of that part of the agreed price of the goods in relation to which the liability has arisen, except in the event of intent or gross negligence.
- Office Depot never accepts liability for indirect damage suffered by the Other Party or any third party due to Office Depot's performance of the agreement or due to the goods or the use thereof, including but not limited to loss of profit, environmental damage and immaterial damage, unless caused intentionally or by gross negligence.
- If it is established in law that Office Depot cannot invoke any of the above exoneration clauses, Office Depot's liability for compensation will in all cases be limited to the amount of any insurance payment.
- Without prejudice to the provision in this article, Office Depot will not be held liable:
  - If Office Depot has not been informed in writing of any damage or events giving rise to damage within eight working days from the Other Party being aware of such damage
  - If and insofar as the loss is covered by an insurance policy taken out by the Other Party

### Article 18: Indemnification

- The Other Party will indemnify Office Depot against any claims from third parties on any basis whatsoever, unless the damage has been caused by intent or gross negligence on the part of Office Depot. In each case, this includes compensation for damages, costs or interest relating to the goods or the use thereof and arising from the performance of the agreement. The Other Party will reimburse any damage to Office Depot, including consultancy fees, legal or otherwise, incurred as a result of such claims.
- Third parties as referred to in point (a) are also taken to include the Other Party's employees and other natural and legal persons engaged by the Other Party during the performance of their work.
- If the Other Party is held liable by third parties for damage for which the Other Party and/or third parties may also hold Office Depot jointly or severally liable, the Other Party must inform Office Depot of this in writing within eight days.
- The Other Party will only agree settlements with third parties in consultation with Office Depot (which does not accept any liability as a result), failure to comply will result in nullifying any claims made by the Other Party against Office Depot.

### Article 19: Force majeure

In the event of force majeure and circumstances of such a nature that both parties cannot reasonably and fairly be expected to comply with their obligations, the performance of the agreement will be suspended. These circumstances also include: strikes and lockouts, blockades, riots, stoppages or other problems with Office Depot's production facilities or those of its suppliers and/or with its own transport or the transport provided by third parties and/or devaluation, an increase in import duties and/or excise duties and/or taxes and/or any measures imposed by any government body. The parties can only invoke force majeure if the party concerned communicates this as soon as possible in writing. If any such suspension continues for a period exceeding three months, either party can terminate the agreement in writing. Anything that has already been completed under the agreement will be invoiced on a pro rata basis, without the parties owing each other anything else.

### Article 20: Applicable law

This agreement is governed by the laws of the local Office Depot contracting entity. The courts in the local country have the authority to settle any disputes.