

Accord Office Supplies

Terms and Conditions



1. Definitions

1.1 **'Buyer'** means the person, firm, company or organisation buying the Goods under and subject to these Terms and Conditions;

1.2 **'Contract'** means any contract for the supply of any Goods (including any ancillary or related services) concluded between the Seller and the Buyer under and in accordance with these Terms and Conditions;

1.3 **'Clause'** means any clause of these Terms and Conditions;

1.4 **'Goods'** means the goods or products which are to be sold under a Contract between the Seller and the Buyer;

1.5 **'Seller'** means Accord Office Supplies Ltd, or any subsidiary of, or company in, the office2office plc group of companies;

1.6 **'Supplier(s)'** means any person, firm or company contracted by the Seller to supply or assist in the manufacture, supply or delivery of the Goods; and

1.7 **'Terms and Conditions'** means these terms and conditions as from time to time amended by and at the discretion of the Seller.

2. Formation of Contract

2.1 The Contract shall be formed by the Seller's acceptance of an order placed by the Buyer for the Goods.

2.2 The Seller's acceptance of any order shall be subject to these Terms and Conditions of sale which shall override any terms, conditions or stipulations whether referred to in the Buyer's order; or in any other document issued by the Buyer; or in any other communication (written or oral) between the parties, unless agreed in writing by the Seller.

2.3 The Seller may at its discretion add, vary or withdraw products listed in its catalogue, price list, advertisements or any other literature, at any time without notice. All reasonable efforts have been made to ensure that the details, descriptive information etc. in the Seller's catalogue are accurate at the date of publication. However, drawings, specifications and all descriptive literature including colour illustrations are approximate and do not constitute a trade description.

3. Basis of Sale

3.1 All Goods are subject to availability.

3.2 Any errors or omission in quotations, catalogues, sale literature or other documents issued by the Seller shall be subject to correction prior to the Seller's acceptance of the Buyer's order, without any liability of the Seller.

3.3 The Buyer shall be solely responsible for the accuracy of all orders and if accompanying Services are required with the supply of Goods the Buyer shall give clear instructions and shall not rely on the knowledge, skill and judgement of the Seller.

3.4 The Seller reserves the discretionary right to change the specification (without detracting from the quality or performance) of the Goods ordered.

4. Price

4.1 The price of the Goods shall be that shown in the Seller's quotation; or in the Buyer's order, if accepted by the Seller; or if no price is stated, as per the Seller's price list current at the time of order acceptance. The Seller may increase the price prior to delivery, and give notice to the Buyer that it intends to do so, if the increase is due to circumstances beyond the Seller's reasonable control.

4.2 The Seller may vary the price of any Goods at any time.

4.3 An extra charge may be made by the Seller to cover additional delivery costs for some direct delivery items, and for compliance with any special delivery requirements of the Buyer.

4.4 The prices are inclusive of packaging costs but the Seller may charge for returnable pallets or containers that are either returned damaged or not returned by the Buyer.

4.5 All prices are quoted exclusive of Value Added Tax ('VAT'), which will be charged at the rate in force at the time of despatch of the Goods.

4.6 The Seller reserves the right to add a handling charge of £4.95 plus VAT for orders of less than £40, excluding VAT.

5. Terms of Payment

5.1 The Buyer shall pay any invoice rendered by the Seller in respect of any Goods in full within 30 days of the date of invoice.

5.2 The Seller may invoice the Buyer for all sums due under the contract after the Seller has (as the case may be) notified the Buyer that the Goods are ready for collection or delivered or tried to deliver the Goods.

5.3 The Seller shall be entitled to charge the Buyer for work carried out, materials specifically ordered, and any other charges incurred by the Seller including storage costs where, at the request of the Buyer, work is delayed, cancelled or suspended, or as a result of default of the Buyer, delayed for 30 days or more.

5.4 The Seller reserves the right to charge interest at the Bank of England base rate plus 4% for late or non-payment by the Buyer.

6. Delivery

6.1 The Seller will endeavour to deliver the Goods to the place and on the date specified by the Buyer; any specified delivery date/time shall be an estimate and shall not be of essence of the Contract unless expressly agreed by the parties in writing.

6.2 The Seller shall be entitled to deliver the Goods by instalments and to treat each delivery as a contract that may be invoiced separately.

6.3 The Seller shall not be liable in any way for any losses, damages or expenses (whether direct, indirect or consequential or otherwise) suffered by the Buyer due to delay or any failure to deliver the Goods to the place and by the date stated by the Buyer.

7. Action upon Delivery

7.1 The Buyer shall inspect the Goods immediately on delivery and no claim for shortages or errors in delivery which would be evident on inspection will be considered unless the Seller is notified in writing quoting the delivery note or invoice number within 2 working days after date of delivery.

7.2 Any claims for non-delivery of Goods shall not be considered unless notified to the Seller by the Buyer in writing within 7 days of the date of invoice.

7.3 In the absence of any such notification in accordance with 7.1 or 7.2 the Seller shall be deemed to have delivered the Goods and payment in full shall become due in accordance with Condition 5.

8. Damage in Transit

8.1 Goods damaged in transit must be reported immediately by signing the delivery note 'Damaged on arrival' and returning it to the Seller within 5 working days; any damaged Goods must be retained by the Buyer for inspection.

8.2 If the delivery note is signed without the comment 'Damaged on arrival' the Seller cannot be held responsible for damages in transit.

9. Returns

9.1 With the exception of damaged or defective Goods, Goods shall not be returnable nor returned by the Buyer without the prior agreement of the Seller, and shall be returned in accordance with any reasonable instructions issued by the Seller. In respect of

Goods properly returned that are not damaged or defective, the Seller reserves the right to charge a restocking fee of up to 25% of the value of the Goods concerned.

9.2 Any Goods which are not damaged or defective returned in accordance with Clause 9.1 must be returned unused, in their original undamaged packaging and fit for immediate resale by the Seller.

9.3 Non-catalogue products, direct delivery items and customised Goods are non-returnable unless the Seller and Supplier/s agree otherwise; in which case special return procedures and administration costs will be payable.

9.4 Clause 9.3 does not apply to damaged or defective Goods or any oversupply of Goods by or on behalf of the Seller.

10. Warranties and Liabilities

10.1 The Seller is not the manufacturer of any of the Goods. Other than as expressly set forth in these Terms and Conditions, any warranty with respect to the Goods will come from the manufacturer of the Goods. The Seller will pass through to the Buyer any applicable manufacturer warranties on the Goods, to the extent transferable.

10.2 The Seller warrants that the Goods will be free from defects in materials and workmanship at delivery, and thereafter the manufacturer's warranty conditions will apply. The Goods are designed for the purpose described in this catalogue and any trade literature and are subject to any limitations described therein.

10.3 If the Seller is in breach of the warranty at Clause 10.2 the Buyer shall inform the Seller no later than 5 days from delivery. The Buyer will retain the Goods and packaging for inspection. This warranty is subject to the Seller being under no liability for any defect(s) in the Buyer's design or requirements; or arising from wear and tear, wilful damage, negligence, failure to follow instructions, misuse, or if the full price has not been paid to the Seller.

10.4 All other warranties expressed or implied are expressly excluded to the extent permitted by law.

10.5 The Seller's sole liability for defective or damaged Goods shall be to repair or replace at its option the Goods or relevant part.

10.6 Except for death or personal injury caused by the Seller, the Seller shall not be liable by any reason of any representation, implied warranty, condition or other term or duty at common law, for any indirect or consequential loss or damage, costs or expenses of whatever nature which arise from the supply of Goods or their use or resale unless expressly provided in these Conditions.

11. Property and Risk

11.1 Risk in the Goods shall pass to the Buyer upon delivery or attempted delivery (where Buyer refuses delivery).

11.2 Property in the Goods shall not pass to the Buyer until full payment (in cleared funds) has been received by the Seller.

11.3 Until property in delivered Goods has passed to the Buyer, it will hold the Goods as bailee or trustee for the Seller and the Seller may collect or require the Buyer to deliver or return the Goods, and it shall not pledge or charge the Goods or any part of them for any reason or to any extent.

11.4 Risk in any Goods to be returned remains with the Buyer until the Goods are delivered to or collected by the Seller.

12. Cancellation of Orders

12.1 Cancellations or deferments of orders are at the discretion of the Seller and may be allowed subject to 7 working days notice prior to the due delivery date, such notice to be confirmed in writing immediately. The Seller reserves the right to charge any additional costs incurred as a result of the cancellation.

12.2 The Buyer may cancel orders for customised Goods but shall, at the Seller's discretion, make full payment of the quoted

price or of the full costs incurred by the Seller (if less than the quoted price).

13. Insolvency etc. of the Buyer

13.1 If the Buyer becomes insolvent, has an administration order made against it, makes a voluntary arrangement with its creditors, ceases to carry on business, has a receiver appointed or goes into liquidation, or undergoes any similar or analogous event, then without prejudice to the Seller's other rights and remedies the Seller may suspend deliveries, cancel any contracts with the Buyer without liability and payment of the price for Goods delivered shall become immediately due.

14. Inability to Supply

14.1 The Seller shall not be liable to the Buyer for breach of contract by reason of delay or failure to perform any of the Seller's obligations if the delay or failure is to any extent due to a cause beyond the Seller's control including but not limited to: war, fire, accident, breakdown of plant or machinery, industrial action/dispute (including strikes and lockouts), unavailability of or restrictions on supplies, non-delivery or delay in the delivery of materials or other circumstances (of whatsoever nature not limited to the foregoing) which directly or indirectly interrupt or hinder due performance of the Contract.

15. General

15.1 Headings of these Conditions are for reference only and shall not affect interpretation.

15.2 Notices shall be served by first class post on either the registered offices or the principal place of business of the parties.

15.3 Failure by the Seller to enforce any Condition or seek remedy of any breach by the Buyer shall not be construed as a waiver of the Seller's rights to enforce the Contract and seek remedy for subsequent breach.

15.4 The Seller may enter into sub-contracts for the manufacture or supply of the whole or any part of the Goods.

15.5 If any provision of these Conditions is held invalid or unenforceable in whole or part this shall have no effect on the validity of the remaining provisions and conditions.

15.6 The Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

15.7 For information: the Buyer should note that telephone calls may be monitored by the Seller for training purposes.