

UOE TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

These are the only conditions (“**Conditions**”) upon which Universal Office Equipment (UK) Ltd (“**the Seller**”) will trade with the Buyer.

In these Conditions the following capitalized words have the meanings indicated:

“**the Account Application Form**” means the form completed by the Buyer requesting credit from the Seller;

“**the Bespoke Goods**” means Goods of a type or specification not commonly supplied by the Seller or Goods specifically ordered by the Seller to resell to the Buyer in accordance with the Order;

“**the Bespoke Services**” means Services of a type or specification not commonly supplied by the Seller or Services specifically designed by the Seller to be provided to the Buyer in accordance with the Order;

“**Autoreplenishment**” means an automated re-order of stock to ensure availability of an item specifically for the Buyer. This may be bespoke or standard stock items.

“**Call Off**” means the shipping of stock held specifically in the Sellers warehouses for the Buyer.

“**the Buyer**” means the person firm or company to be supplied with Goods pursuant to the Contract;

“**the Contract**” means the contract between the Seller and the Buyer for the sale and purchase of the Goods and includes these Conditions, the Order, the Seller’s Customer Returns Policy and the Account Application Form;

“**the Goods**” means the goods to be supplied by the Seller to the Buyer pursuant to the Contract;

“**the Order**” means the offer from the Buyer to the Seller to purchase the Goods in accordance with these Conditions;

“**the Seller’s Customer Returns Policy**” means the Seller’s returns policy or policies for the Goods as may be published by the Seller from time to time;

“**the Services**” means the services to be supplied by the Seller to the Buyer pursuant to the Contract;

“**the Supplementary Conditions**” means the supplementary conditions which will apply in addition to these Conditions to the sale by the Seller to the Buyer of Bespoke Goods;

“**the Price List**” means the Seller’s currently published price list at the date of dispatch of the Goods; and

“**Working Day**” means any day from Monday through to Friday inclusive excluding United Kingdom and Republic of Ireland public holidays.

2. GENERAL

2.1 These Conditions govern the Contract to the entire exclusion of any other express or implied conditions and they may be varied only by the agreement in writing of the Seller and Buyer.

2.2 The Buyer accepts that in entering into the Contract it has not relied upon any prior promises, representations or undertakings of the Seller or any of the Seller’s employees or agents nor any documents not expressly included in the definition of Contract set out in these Conditions.

2.3 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, supply or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer’s own risk and accordingly the Seller shall not be liable (save as provided for in Condition 7 and save in respect of a claim for fraudulent misrepresentation) for any such advice or recommendation which is not so confirmed.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, Price List, acceptance of offer, invoice, Order acknowledgement or other document or information issued by the Seller (including without limitation any electronic communications) shall be subject to correction without any liability, either in contract, tort or otherwise on the part of the Seller.

2.5 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of the Order submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to fulfill the Order in accordance with these Conditions.

2.6 Acceptance of any Order shall be deemed to be made by the Seller upon the first of: issue of any invoice to the Buyer in respect of the Goods; or receipt by the Buyer of the Order acknowledgement (if applicable); or upon delivery of the Goods to the Buyer or the customer of the Buyer.

2.7 The following Supplementary Conditions will apply to any Order for Bespoke Goods or Bespoke Services:

2.7.1 All items which are not shown in the prevailing Seller catalogue will be non-returnable unless faulty as defined below.

2.7.2 All proofs, designs and artwork checking will be the sole responsibility of the Buyer. Should a proof request be waived the Buyer removes all responsibility from the Seller with regards to proofing save reasonable effort to ensure accuracy and colour matching.

2.7.3 When using the Seller’s online systems with autoreplenishment feature, initial acceptance of the autoreplenishment service will be deemed as continuous authorization to restock at the agreed maximum level as shown on the website until written instruction is received and acknowledged by the Seller.

2.7.4 If Bespoke stock is held on call-off basis such basis shall exist for a period of 12 months from the date of production. The Seller reserves the right to bill the remaining stocks at the end of any 12-month period or any time thereafter should stock remain in its warehouse.

2.8 In the event of a conflict between these Conditions and any other documents forming part of the Contract then these Conditions will prevail.

3. PRICE

3.1 The price of the Goods shall be the same as the quoted price as agreed between the Buyer and the Seller and which may be confirmed in writing to the Buyer or, where the price has not been quoted, the price listed in the Price List.

3.2 The price for the Goods includes all charges for transport to the Buyer’s Premises where deliveries are within the Seller’s normal van routes.

3.3 The Seller may charge the Buyer extra costs:

3.3.1 for additional carriage costs on deliveries outside the Seller’s normal van routes;

3.3.2 if the Buyer requests that the delivery of the Goods is made to a third party;

3.3.3 for Orders less than £75 (net of VAT and any other taxes payable);

3.3.4 for Orders requiring same day delivery;

3.3.5 if the Buyer requests any emergency deliveries.

3.3.6 if the goods are marked by the appropriate symbol (either on the UOE website and/or the UOE catalogue) indicating special carriage charges/policies may apply.

3.4 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond its control, including but without limitation any increases in costs due to market fluctuations, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

3.5 Unless otherwise agreed in writing between the Seller and the Buyer, the price of the Goods is exclusive of Value Added Tax or any similar taxes levies or duties which will be added to or charged on invoices at the appropriate rates.

4. PAYMENT

4.1 The Seller may invoice the Buyer for the Goods at any time after receiving the Buyer's Order.

4.2 Payment by the Buyer of the price for the Goods is due by the 21st of the month following the month in which the invoice is dated.

4.3 The Buyer must clearly identify to which invoice and/or credit note any settlement relates. If the Buyer fails to do this then the Seller may, at its discretion, treat the settlement as if it had not been made or as settlement of the Buyer's oldest outstanding invoice.

4.4 The Buyer shall make payment to the Seller in respect of the invoice:

4.4.1 without any set off (whether in relation to such invoice or otherwise); and

4.4.2 in the currency that the invoices are rendered.

4.5 Within a period of 5 Working Days following receipt of any invoice issued under Condition 4.1 the Buyer shall be entitled to notify the Seller of any disputes of items contained within the invoice such notice to contain all known details of the reasons for such dispute and the Buyer's proposals to resolve such dispute.

4.6 If the Buyer fails to serve notice disputing any invoice within the applicable period the Buyer will pay such invoice within the period stated in Condition 4.2

4.7 If the Buyer serves a notice disputing items of an invoice under Condition 4.5 the Buyer will on the due date for payment in accordance with Condition 4.2 pay that part of the invoice not so disputed. Any matters in dispute will be referred for resolution between nominated representatives of the Buyer and the Seller.

4.8 If it is agreed or determined pursuant to Conditions 4.5 to 4.7 that: 4.8.1 sums are payable by the Buyer to the Seller then these sums will be paid within 5 Working Days of such agreement or determination or in accordance with the applicable period stated in Condition 4.2 whichever is the later;

4.8.2 any invoice issued by the Seller overcharged the Buyer then the Seller will issue a credit note to the Buyer or such amount together with all applicable VAT.

4.9 If the Buyer fails to make any payment on the date due then, without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to:

4.9.1 bring an action against the Buyer for the price of the Goods notwithstanding the property in the Goods has not passed to the Buyer;

4.9.2 charge interest on that payment until the date of payment (both before and after judgment) on a day to day basis at an annual rate of 4% above Barclays Bank Plc's base rate from time to time;

4.9.3 cancel the Contract or suspend any further deliveries to the Buyer without any liability to the Buyer;

4.9.4 appropriate any payment made by the Buyer to such of the Goods (or to such goods as are supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);

4.9.5 issue a notice to the Buyer following which all sums due under the Contract and any other contract between the Buyer and the Seller shall become immediately due and payable;

4.9.6 require the immediate return to the Seller of all Goods agreed to be sold by the Seller to the Buyer in which the property has not passed to the Buyer (as specified in Condition 5.1 below) and the Buyer agrees to reimburse to the Seller upon demand the Seller's reasonable costs or expenses in recovering such Goods.

5. TITLE

5.1 The property in the Goods shall not pass to the Buyer until the full price of the Goods (and all Goods, which are the subject of any other contract between the Seller and the Buyer) has been received by the Seller in cash or cleared funds.

5.2 Until such time as the property in the Goods has passed to the Buyer, the Buyer:

5.2.1 shall hold the Goods owned by the Seller in the Buyer's possession and control as the Seller's fiduciary agent and bailee (but, for the avoidance of doubt, shall not resell the Goods as the agent of the Seller);

5.2.2 shall keep the Goods properly stored and protected;

5.2.3 shall not destroy deface or obscure any identifying mark or packaging on or relating to the Goods;

5.2.4 shall be entitled to resell or use the Goods in the ordinary course of business but shall account to the Seller or the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds easily identifiable from any monies or property of the Buyer and third parties

and, in the case of tangible proceeds, properly stored protected and insured. The Buyer shall maintain records of the persons to whom it sells or disposes of such Goods and of the payments made by such persons for such goods and will allow the Seller to inspect these on request; and

5.2.5 shall hand the Goods over to the Seller on demand and the Seller shall be entitled to retake possession of them without prejudice to any of its other rights against the Buyer and the Seller is hereby granted a licence to enter into the premises of the Buyer for the purpose of recovering such Goods. The Buyer shall procure that any third party which holds such Goods shall permit the Seller to take possession of them and shall indemnify the Seller against any liability which it may incur to such third party in connection with taking or attempting to take possession of them.

5.3 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods, which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall become immediately due and payable.

6 DELIVERY AND RISK

6.1 Risk of damage or loss to the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

6.2 The Seller shall use its reasonable endeavours to deliver the Goods to the Buyer within a reasonable period after the receipt of the Order by the Seller (unless agreed otherwise in writing by the Buyer and Seller) but time of delivery shall not be of the essence.

6.3 Unless otherwise agreed by the Seller and the Buyer in writing, delivery of the Goods shall be made by the Seller, or deemed to have been made:

6.3.1 by the Seller delivering the Goods to such place as may be notified by the Buyer;

6.3.2 where the Seller delivers the Goods to the Buyer, at the time the Goods are taken off the Seller's delivery vehicle (whether during normal working hours or otherwise); or

6.3.3 where the Seller appoints a carrier to effect delivery on its behalf, at the time the carrier commences loading the Goods from the Seller's premises on to its delivery vehicle (or if the Seller loads the Goods on to the carrier's delivery vehicle, at the time the Goods are placed on the carrier's delivery vehicle); or

6.3.4 where the Buyer collects the Goods from the Seller's premises, at the time of commencement of loading the Goods from the Seller's premises on to the Customer's vehicle or from when the Buyer picks up the Goods from the trade

counter at one of the Seller's service centres.

6.4 The Seller shall be entitled to supply the Goods in installments and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions (or any claim by the Buyer in respect of any one or more installments) shall not entitle the Buyer to treat the Contract as a whole as repudiated or to cancel any other installment.

6.5 Unattended deliveries, where requested by the Buyer, shall be at the Buyer's own risk except where the Seller has been negligent in respect of that delivery.

7 WARRANTY AND LIMITATIONS OF LIABILITY

THE BUYER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF THIS CONDITION 7.

7.1 The Seller warrants that the Goods will be of satisfactory quality and fit for the purpose for which they were supplied.

7.2 Except as expressly provided in this Agreement the Seller excludes all representations, warranties, conditions and other terms implied by statute, common law, or otherwise to the fullest extent permitted by law. The Seller will endeavour to pass on to the Buyer the benefit of any guarantees or indemnities given to it for them by its supplier.

7.3 If, notwithstanding the above, the Seller is found liable for any loss or damage suffered by the Buyer, its aggregate liability shall in no event exceed the price of the Goods the subject of the claim and, without prejudice to the above, shall not be liable for any indirect, special or consequential loss, losses sustained in the ordinary course of business, loss of profit, loss of business, depletion of goodwill, loss of business opportunity, revenue, contracts or loss of savings whatsoever.

7.4 Nothing in these Conditions shall apply to exclude or limit any liability to the Buyer in respect of:

7.4.1 fraud, fraudulent misrepresentations; or

7.4.2 death or personal injury of the Buyer caused by the Seller's negligence; or

7.4.3 the terms as to title and quiet possession implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

7.4.4 liability for defective products under the Consumer Protection Act 1987; or

7.4.5 the terms as to goods corresponding with their description or sample implied by section 13 and section 15 respectively of the Sale of Goods Act 1979 where the Buyer deals as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977).

8. OVER/SHORT/NON-DELIVERY

8.1 If the quantity of Goods delivered is more than that agreed by the Seller and the Buyer, the Buyer shall not be entitled to reject the delivery, but the Seller will collect such excess Goods from the Buyer's premises (or from such address as is reasonably specified by the Buyer) if the Buyer notifies the Seller within the time limits set out in Condition 8.3. If the Buyer does not notify the Seller within the prescribed time limits, the Seller shall be entitled to invoice the Buyer and the Buyer shall pay the Seller in accordance with Condition 4.

8.2 If the quantity of the Goods delivered is less than that agreed by the Seller and the Buyer, the Buyer shall not be entitled to reject the delivery, but shall be entitled only to a further delivery of Goods, to make up the deficiency, or (at the Seller's option) a refund by way of a credit note of the appropriate part of the purchase price.

8.3 The Buyer shall however have no entitlement whatsoever in respect of such non-delivery/over-delivery/short delivery:

8.3.1 unless such claim is made (by post, facsimile, e-mail or by telephone) to the Seller's sales office by the close of business on the first Working Day following the day of purported delivery. If the claim is made by telephone, the Buyer should note both the name of the person spoken to and any acknowledgement reference given. Any claim made by telephone should be confirmed in writing to the Seller by the close of business on the fifth Working Day following the day of purported delivery; or

8.3.2 unless the Buyer:

8.3.2.1 notifies the carrier in writing of any such over delivery, short delivery or non delivery; and

8.3.2.2 enters a note of the same upon the carrier's receipt (except in the case of non delivery).

If by reason of the failure of the Buyer to give such notice the Seller is prevented from successfully claiming against the carrier for such over delivery, short delivery or non delivery, the rights of the Buyer under this Condition shall not apply and the Buyer shall be liable to pay the full price for all the Goods which are the subject of the Contract.

9. RETURNS

9.1 The Seller has the discretion (which it may exercise as it wishes) to accept the return of any of the Goods supplied to but not required by the Buyer (upon such terms in respect of a handling charge or otherwise as the Seller may choose) and to issue a credit note in respect thereof. Any request by the Buyer to the Seller to exercise such a discretion must be made in accordance with the provisions of the Seller's Customer Returns Policy.

10. BUYER'S DEFAULT

10.1 If:

10.1.1 the Buyer makes any voluntary arrangement 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) or (being a partnership) is petitioned to be wound-up or dissolved; or

10.1.2 an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Buyer; or

10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

10.1.4 the Buyer is in breach of any term of the Contract; or

10.1.5 the Buyer is in breach of any of the Seller's credit application procedures including without limitation incorrect completion by the Buyer of the Account Application Form or if the Buyer exceeds its credit limit;

11. CLAIMS PROCEDURE IN RESPECT OF DEFECTIVE GOODS

11.1 The Seller's customer sales office or services office must be notified of any claim in respect of any of the Goods alleged to be defective by post, facsimile, e-mail or by telephone specifying the reason giving rise to such claim or return. Notification must be made within the time limits set out below for each reason giving rise to a claim:

11.1.1 where a product has a manufacturing fault or a part is missing or there is some other problem totally attributable to the manufacturer - within 5 Working Days;

11.1.2 where a product has been damaged by the Seller or in delivery of the product - within 5 Working Days;

Where such a claim or request is made by telephone it will only be considered by the Seller if it is confirmed in writing by the Buyer within a further three Working Days. Where the Buyer makes such a claim or request by telephone it is advised to note the name of the person spoken to and any acknowledgement reference.

11.2 The Seller will only consider such a claim in respect of any of the Goods if the following further information is given:

11.2.1 the invoice number of and/or the advice note in respect of the Goods;

11.2.2 the part number of the item (or any description that clearly identifies the item to be returned);

11.2.3 the quantity of the Goods (expressed in the Seller's correct unit of sale) the subject of the claim; and

11.2.4 the reason for the claim and the collections note number.

11.3 In addition, where it is alleged by the Buyer that any of the Goods are defective due to damage occasioned to them, the Buyer shall notify the carrier in writing of such damage and notify the Seller within three Working Days time. If by reason of the failure of the Buyer to give any such notice, the Seller is prevented from successfully claiming against the carrier for such damage, the Buyer shall be liable to pay for the Goods as though no such damage occurred.

11.4 Where the Buyer could not have discovered the subject of the claim within the time limits set out in Condition 11.1, then the Buyer must notify the Seller within a reasonable time of the discovery of the potential claim.

12 FORCE MAJEURE

The Seller shall have the right to cancel, or to reduce the volume of the Goods delivered, or to delay delivery if it is prevented from or hindered in delivery of the Goods through any circumstances beyond its control (affecting either itself or any other party) including (but not limited to) industrial action, war, fire, prohibition or enactment of any kind, lock-out or trade dispute, without incurring any liability for any loss or damage whatsoever resulting therefrom.

13 WAIVER

The failure of either party to enforce or to exercise at any time or for any period of time, any term of or any right arising pursuant to these Conditions does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it. Any express waiver of any breach of these Conditions shall not be deemed to be a waiver of any subsequent breach.

14 SEVERABILITY

The invalidity or unenforceability of any term of, or any right arising pursuant to, the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

15 ASSIGNMENT

The Contract is personal to the Buyer and the Seller and neither party may assign, transfer, subcontract or otherwise part with the Contract or any right or obligation under it without the other party's prior written consent.

16 THIRD PARTY RIGHTS

A person who is not a party to the Contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where the Contract expressly provides that such a person is entitled to enforce any of its terms under that Act.

17 DATA PROTECTION

The Buyer acknowledges that the Seller is a data controller for the purposes of the Data Protection Act 1998 and may be required to process personal data in connection with the entering into, performance or enforcement of the Contract. The Buyer in entering into the Contract consents to the Seller processing personal data concerning the Buyer and agrees that the Seller may use and disclose personal information about the Buyer to third parties. The Buyer also agrees to accept communication by letter, telephone, email and text message related to UOE company business.

18 LAWS AND REGULATIONS

The Buyer shall comply with all laws and regulations relating to and at its own expense obtain any licences and permits necessary for the purchase, import, ownership and use of the Goods. The Buyer shall produce evidence of such consents to the Seller on demand.

19 GOVERNING LAW

These Conditions and the Contract shall be governed by and construed in accordance with English law and the Seller and the Buyer hereby submit to the exclusive jurisdiction of the English courts.

then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.