

## UOE TERMS AND CONDITIONS OF SALE

### **Foreword:**

*We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. We will always endeavour to do the right thing and where possible, seek a remedy that is right and fair for all parties. But for those rare occasions when we cannot find a suitable remedy without resorting to referring to the contract these shall be the prevailing terms....here is the legal bit:*

These pages shall represent the Terms and Conditions of Sale upon which all contracts of sale and remedy for such will be made by UOE Holdings Limited and or any of its subsidiary and or partner companies (hereinafter referred to as 'UOE').

### **Definitions:**

**"the Account Application Form"** means the form completed by the Buyer requesting credit from UOE;

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

**"the Bespoke Services"** means Services of a type or specification not commonly supplied by UOE or Services specifically designed by UOE 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 goods or service or standard stock items.

**"Call Off"** means the shipping of stock held specifically in UOE warehouses for the Buyer.

**"the Buyer"** means the person, firm or company to be supplied with Goods on the basis of these terms of sale and any associated Contract;

**"the Contract"** means the contract between UOE and the Buyer for the sale and purchase of the Goods and includes these Conditions, the Order, UOE's prevailing Customer Returns Policy and the Account Application Form;

**"the Goods"** means the goods to be supplied by UOE to the Buyer in accordance with the Contract or terms of sale;

**"the Order"** means the offer from the Buyer to UOE to purchase the Goods in accordance with these terms of sale;

**"UOE's Customer Returns Policy"** means UOE's returns policy or policies for the Goods as may be published by UOE from time to time;

**"the Services"** means the services to be supplied by UOE to the Buyer in accordance with the Contract and these terms of sale.

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

**"the Price List"** means UOE'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 by UOE 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 UOE or any of UOE'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 UOE 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 UOE is followed or acted upon entirely at the Buyer's own risk and accordingly UOE 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 UOE (including without limitation any electronic communications) shall be subject to correction without any liability, either in contract, tort or otherwise on the part of UOE.

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

2.6 Acceptance of any Order shall be deemed to be made by UOE 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 UOE 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 UOE with regards to proofing save reasonable effort to ensure accuracy and colour matching.

2.7.3 When using UOE'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 UOE.

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 – unless otherwise agreed. UOE reserves the right to bill the remaining stocks at the end of any 12-month (or other time agreed) 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 save the period for billing if defined in any agreement to be less than 12 months.

### **3. PRICE**

3.1 The price of the Goods shall be the same as the quoted price as agreed between UOE and the buyer 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 or on the website.

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

3.3 UOE may charge the Buyer extra costs:

3.3.1 for additional carriage costs on deliveries outside UOE'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 where average order values are below £120 (net of VAT and any other taxes payable) unless agreed as part of the Contract

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 UOE 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 UOE 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 UOE adequate information or instructions.

3.5 Unless otherwise agreed in writing between UOE 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 UOE may invoice the Buyer for the Goods at any time after receiving the Buyer's Order. In the case of bespoke items invoices will be raised upon receipt of the order as once production commences the order cannot be cancelled.

4.2 Payment by the Buyer of the price for the Goods is due 30-days following the invoice date on which the invoice is dated unless expressly agreed in writing by a Director of UOE.

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 UOE 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 UOE 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 UOE 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 UOE.

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 UOE 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 if any invoice issued by UOE results in overcharging the Buyer, then UOE 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 UOE, UOE 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 a monthly rate of 1.5% from the date of invoice issue.

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 UOE) as UOE 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 UOE shall become immediately due and payable;  
4.9.6 require the immediate return to 'UOE' of all Goods agreed to be sold by UOE 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 UOE upon demand UOE reasonable costs or expenses in recovering such Goods.  
4.10 Any credit note issued by UOE as a result of a return of goods must be used against the settlement of the original purchase or if already paid for the purchase of further goods at the prevailing rate and will not be refunded for cash.  
4.11 All credit notes will have a validity period of 120 days from issue at which point they shall be removed and no longer liable for credit.

## **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 UOE and the Buyer) has been received by UOE in cash or cleared funds.  
5.2 Until such time as the property in the Goods have passed to the Buyer, the Buyer:  
5.2.1 shall hold the Goods owned by UOE in the Buyer's possession and control as UOE's fiduciary agent and bailee (but, for the avoidance of doubt, shall not resell the Goods as the agent of UOE);  
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 UOE 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 UOE to inspect these on request; and  
5.2.5 shall hand the Goods over to UOE on demand and UOE shall be entitled to retake possession of them without prejudice to any of its other rights against the Buyer and UOE 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 UOE to take possession of them and shall indemnify UOE 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 UOE. Without prejudice to the other rights of UOE, if the Buyer does so all sums whatever owing by the Buyer to UOE 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 UOE or its delivery agent has tendered delivery of the Goods.  
6.2 UOE shall use its reasonable endeavours to deliver the Goods to the Buyer within a reasonable period after the receipt of the Order by UOE (unless agreed otherwise in writing by the Buyer and UOE) but time of delivery shall not be of the essence.  
6.3 Unless otherwise agreed by UOE and the Buyer in writing, delivery of the Goods shall be made by UOE, or deemed to have been made:  
6.3.1 by UOE delivering the Goods to such place as may be notified by the Buyer;  
6.3.2 where UOE delivers the Goods to the Buyer, at the time the Goods are taken off UOE's designated delivery vehicle (whether during normal working hours or otherwise); or  
6.3.3 where UOE appoints a carrier to effect delivery on its behalf, at the time the carrier commences loading the Goods from UOE's premises on to its delivery vehicle (or if UOE 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 UOE's premises, at the time of commencement of loading the Goods from UOE premises on to the Customer's vehicle or from when the Buyer picks up the Goods from the trade counter at one of UOE's service centres.  
6.4 UOE shall be entitled to supply the Goods in instalments and failure by UOE to deliver any one or more of the instalments in accordance with these Conditions (or any claim by the Buyer in respect of any one or more instalments) shall not entitle the Buyer to treat the Contract as a whole as repudiated or to cancel any other instalment.  
6.5 Unattended deliveries, where requested by the Buyer, shall be at the Buyer's own risk except where UOE 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 UOE 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 UOE excludes all representations, warranties, conditions and other terms implied by statute, common law, or otherwise to the fullest extent permitted by law. UOE 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, UOE 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 UOE'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/DAMAGED GOODS**

8.1 If the quantity of Goods delivered is more than that agreed by UOE and the Buyer, the Buyer shall not be entitled to reject the delivery, but UOE 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 UOE within the time limits set out in Condition 8.3. If the Buyer does not notify UOE within the prescribed time limits, UOE shall be entitled to invoice the Buyer and the Buyer shall pay UOE in accordance with Condition 4.

8.2 If the quantity of the Goods delivered is less than that agreed by UOE 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 UOE'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/damaged goods:

8.3.1 unless such claim is made (by via the website, post, facsimile, e-mail or by telephone) to UOE'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 UOE by the close of business on the third 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 or damage; 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, UOE is prevented from successfully claiming against the carrier for such over delivery, short delivery, damage 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 UOE 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 UOE may choose) and to issue a credit note in respect thereof. Any request by the Buyer to UOE to exercise such discretion must be made in accordance with the provisions of UOE's Customer Returns Policy.

9.11 In any event, The Buyer may not return Bespoke Goods or any Goods marked as nonreturnable online or in the UOE Catalogue

9.12 Any credit note will be issued only upon inventory and verification of any return. The Buyer will not deduct any claimed credit note until issued for use by UOE.

## **10. BUYER'S DEFAULT**

10.1 Shall exist 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 UOE'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 UOE's customer sales office or services office must be notified of any claim in respect of any of the Goods alleged to be defective via website, 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 or in the case of furniture items 1 working day;

11.1.2 where a product has been damaged by UOE or in delivery of the product - within 1 Working Day;

Where such a claim or request is made by telephone it will only be considered by UOE 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 UOE 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 delivery note reference 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 UOE'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 UOE within 1 Working Day time. If by reason of the failure of the Buyer to give any such notice, UOE 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 UOE within a reasonable time of the discovery of the potential claim.

## **12 FORCE MAJEURE**

UOE 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 UOE and neither party may assign, transfer, sub-contract 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 UOE 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 UOE processing personal data concerning the Buyer and agrees that UOE 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 UOE on demand.

## **19 GOVERNING LAW**

These Conditions and the Contract shall be governed by and construed in accordance with English law and UOE and the Buyer hereby submit to the exclusive jurisdiction of the English courts. Then without prejudice to any other right or remedy available to UOE, UOE 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.

Additional Terms which may also be reviewed on our website if appropriate:

- A. UOE Customer Returns Policy
- B. UOE QuickDROP delivery Terms and Conditions
- C. UOE Store Retail Terms and Conditions
- D. Privacy and Cookie Policy

Any amendments or updates will be published at our website ([www.uoe.co.uk](http://www.uoe.co.uk)).

## **UOE CUSTOMER RETURNS POLICY**

### **Foreword:**

*We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. We will always endeavour to do the right thing and where possible, seek a remedy that is right and fair for all parties. But for those rare occasions when we cannot find a suitable remedy without resorting to referring to the contract these shall be the prevailing terms....here is the legal bit:*

### **1. GENERAL**

**1.1** This is UOE's Customer Returns Policy ("Returns Policy") referred to in the Terms and Conditions of Sale ("the Conditions") of UOE Holdings Limited, its subsidiary and partner companies ("UOE")

**1.2** Words and expressions in this Returns Policy shall have the same meanings as set out in the Conditions unless stated to the contrary.

**1.3** In the event of any conflict between the terms of the Conditions and the terms of this Returns Policy the provisions of the Conditions will prevail.

**1.4** In addition to this Returns Policy 'UOE' has supplementary returns policies in respect of specialised product groups contained in the Price List and which are notified to the Buyers of such products.

**1.5** In the event of any conflict between the terms of this Returns Policy and the terms of any of the specialised product groups returns policies then the provisions of the relevant specialised product group returns policy will prevail.

### **2. RETURNS**

**2.1** UOE 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 of 30% or £25 (whichever is the greater) of the invoiced value of the Goods returned or otherwise as 'UOE' may choose) and to issue a credit note in respect thereof. Any request by the Buyer to 'UOE' to exercise such discretion must be made in accordance with the procedure and within the time periods set out in Condition 3 and are subject to the provisions of this Condition 2.

**2.2** UOE will only consider any claim by the Buyer for a return if the provisions of this Returns Policy are complied with and:

**2.2.1** the items to be returned are in their original inner and outer packaging and none of the packaging shall have been written upon, taped or had permanent labels attached;

**2.2.2** the items to be returned are in otherwise satisfactory and merchantable condition and may be re-sold at the price that would have been paid by the Buyer;

**2.2.3** the items to be returned are of a type distributed by UOE at the time of the claim;

**2.2.4** in the case of electronic office machines UOE has a like remedy against the manufacturer thereof;

**2.2.5** in the case of dated products the return request is made by 10 December of the year previous to the year to which such dated products relate; and

**2.2.6** in the case of computer consumable products, the outer seal has not been tampered with in any way. If the Buyer returns such product(s) as faulty, it will only be granted a credit note if the manufacturer of such product(s) accepts that the product has not been misused, over loaded, incorrectly installed or incorrectly stored. In certain circumstances, a faulty product evaluation form must be completed by the Buyer.

**2.3** If a return is accepted a credit note will be issued in the sum of that part of the purchase price paid in respect of the Goods returned less deductions for 'UOE's costs as set out in Condition 2.1.

**2.4** 'UOE' will not (without prejudice to its discretion in Condition 2.1) accept the return of any electrical items which have been removed from their packaging or any food stuffs or food products.

**2.5** The Buyer may not return Bespoke Goods or any Goods marked as non-returnable in the Price List on online.

**2.6** UOE may deduct the cost of any returns costs associated with the return of the unwanted item/s from any credit note issued.

**2.7** UOE may at its discretion, instruct the Buyer to dispose of the requested return item rather than collect such..

### **3. Standard Return Periods:**

Should UOE chose to accept a return and the product meets the terms defined above in point 2, the following time periods shall apply from the date of delivery to the returns request being made.

Furniture & Hardware – 7 working days

General Office Supplies and Stationery – 14 working days

Electronic Office Supplies - 14 working days

Software and Special Order Items – not accepted for return

Food and Catering/Hygiene Products – not accepted for return