



Terms & Conditions of Sale

All orders are accepted subject to our Standard Conditions of Sale reproduced below, which apply to and govern all contracts, quotations, sales and deliveries of goods, materials, services, hire of plant and other products (hereinafter called Products), by the Company or its representatives to any individual Firm, Company or other person (hereinafter called the Buyer), to the exclusive of all and any standard terms of the Buyer and all or any of the conditions, warranties or terms otherwise implied or expressed. The giving of an order by the Buyer to the Company for any product shall constitute an unqualified acceptance by the Buyer that if the Company accepts the order, the hire, sale, supply or delivery of such products by the Company will be governed solely by these Conditions of Sale. No variation of these conditions of Sale no oral stipulations or representations shall be binding on the Company, unless expressly agreed to in writing and signed by a Director of the company on its behalf.

Prices

Except as otherwise expressly stated and contracted, the Company reserves the right to vary prices at any time. Stated prices are exclusive of all Value Added Taxes or Duties. The price does not include the costs of freight carriage, packing or insurance, which unless otherwise expressly agreed to in writing, will be additionally charged to the Buyer.

Delivery

The Company shall make all reasonable efforts to meet quoted delivery dates. Time shall not be the essence and we shall not be liable for late or incorrect delivery, howsoever caused. We reserve the right to deliver by instalments. The Buyer shall inspect all goods on delivery. The Company reserves the right to refuse claims for non-delivery, damaged goods or shortages, if the Buyer fails to take the following actions. i. Buyer shall endorse Carriers note appropriately. ii. Buyer shall advise the Company immediately by telephone 01278 453100. iii. Buyer shall send full particulars of claim to the Company in writing within 10 days after delivery. In case of non-delivery of whole consignment, Buyer shall advise the Company within 10 days after date of invoice. The Buyer shall be bound to pay for all goods, notwithstanding any alleged non-delivery or shortage of goods if the foregoing conditions have not been complied with.

Force majeure

The Company shall not be liable for any loss or damage caused by delay in its performance or non-performance of any of its obligations hereunder, where the same is occasioned by any cause whatsoever that is beyond the Companys control. Should any such event occur, the Company may cancel or suspend any Contract without incurring any liability for any loss or damage hereby occasioned.

Title and Risk

a) The Goods shall be at the Buyers risk from the time of delivery or receipt of same. b) Notwithstanding delivery, the Goods, sold remain the absolute property of the seller until payment of all amounts involved to the Buyer in respect of the goods has been made. c) The intending Buyer acknowledges that until such time as payment is made, it is in possession of Goods solely as Baillie for the Company and shall store the goods separately from its own goods and in such a fashion as to be readily identifiable by the company's representatives. d) In the circumstances where the goods are delivered to an address specified by the Buyer and are not paid for, the Company shall be entitled to enter upon the premises of the Buyer with such transport as necessary and repossess the goods to which it has title hereunder. e) In no circumstances shall any Goods be returned to the Company without prior written consent. f) The Buyer shall be at liberty to sell or use the Products in the ordinary course of business, but the Company may revoke this power by notice to the Buyer if the Buyer defaults in payment of the whole or part of the purchase price of the Products. g) The Buyers power of sale or use automatically ceases and full title of all unpaid for products reverts to the seller if a Receiver is appointed over any of the assets or the undertaking of the Buyer or if a

Winding-up Order is made against the Buyer or the Buyer goes into Liquidation or calls a Meeting or makes any arrangements or composition with Creditors or commits any act of Bankruptcy or allows execution to be levied against it or its goods.

Warranty

The Company warrants that the Goods shall at the time of delivery correspond to the published specifications when used for the purposes for which Goods of that type are normally used and to be stored according to manufacturers recommendations. Although the Company uses every effort to ensure that all products are manufactured or supplied to specification, it is in all cases including repeat orders, for the Buyer to ensure by adequate tests or otherwise that the Goods are fit and suitable for the purposes for which the Buyer requires them and in specific conditions and on the specific conditions and on the specific substrates in which they will be used or applied and to be within such reasonable tolerance and variants as are generally acceptable within the industry. If any of the products are proved to be defective, the Company's entire liability hereunder shall be strictly limited to: a) the replacement at the sellers expense of any products which are proved to the sellers satisfaction to be defective: or b) take back the products found not to conform to the warranty and returned the total of the purchase price. The Liability of the Company under the foregoing is conditional upon; a) The Buyer conforming to the delivery conditions. b) The Buyer advising the Company immediately by telephone 020 8753 7000 or 020 7759 4500 for mail-order customers, of the alleged defect. c) The Buyer giving written notice to the Company within 7 days of the alleged defect and in any event within 10 days of receipt of Products. d) The Buyer affording the Company reasonable opportunity to inspect the Products, application and site conditions. e) The Buyer making no further use of the Products that are alleged to be defective after the time at which the Buyer discovered or ought to have discovered the alleged defect.

While the Company will use its best endeavours to give instructions, recommendations and advice to a Buyer in respect of storage, application and use of the Products, it shall be the responsibility of the Buyer to satisfy himself that the intended application of the Products is suitable in each particular application and use. Save as stated above, all Conditions and Warranties expressed or implied whether by Statute, Common Law or otherwise as to the Conditions or fitness for any purpose of the products are hereby expressly excluded and the Company shall be under no liability for any direct or consequential loss or damage howsoever arising, which may be suffered by the buyer by reason of any defect in or failure to perform on the part of the Product. The liability of the Company under this Contract shall be limited to any defects, which appear in the course of normal usage and application, during the period of 12 months from the date of delivery to the Buyer.

Liability for accidents and damage

If the Company, its Agents or Sub-Contractors are on site for the purpose of the Contract, then the Company will indemnify the Buyer against direct damage or injury to the Buyers property or to the Buyer, occurring whilst the company are working on site to the extent caused by the negligence only of the Company its Agents or Sub-Contractors but otherwise, by making good such damage to property or compensating personal injury. Providing that; a) The total liability of the Company for damage to property including damage caused by our breach of contract, test or statutory duty shall not exceed £100,000. b) The Company shall not be liable for any loss of profit or consequential loss howsoever caused. c) The Company shall not be liable for any damage or injury occurring after completion of work by the Company or its Agents or Sub-Contractors on site.

Governing law

The Agreement will be governed by and construed in accordance with English Law. The Buyer irrevocably submits in respect of all matters and disputes arising out of this Agreement to the exclusive jurisdiction of the English Courts.

Assignment

This Contract is personal to the Buyer and may only be assigned with the written consent of the Company.

Payment

Unless the Company otherwise agrees or the sale is a cash or cash on delivery sale or by irrevocable letter of credit, payment is due in full within 30 days of the date of invoice in respect of the relevant products. Payment should be made to Fairway Office Supplies Limited in sterling or equivalent sum thereto. If the Buyer fails to make payment in full in accordance with the terms set herein, the Company reserves the right to cancel or suspend any further delivery or supply of Products and to make an additional charge of interest on the monies outstanding, at the rate of 2% per month from

the date of invoice. If at any time the credit standing of the Buyer has in the opinion of the Seller been impaired, the Company may refuse delivery of Products required.

Cancellation of orders

Orders for Products may not be cancelled or suspended without the Company's prior written consent. Any cancellation or suspension of an order which the Company does agree to shall be on the condition that the Buyer shall indemnify the Company against any loss incurred wholly or in part by the cancellation or suspension.

Return of goods

No Goods are supplied on a sale or return basis. There shall be no liability on the Company to accept returned goods. Any returns accepted by the Company must be made within 7 working days from the date of delivery and the goods must be in the original packaging. A handling charge of 15% will be made on all returns other than those resulting from faulty goods or the Company's error.

Confirmation orders

In order to avoid orders being duplicated, all orders that are confirmation orders previously placed should clearly indicate the fact. Where the Buyer orders non-standard products, which are specifically manufactured or produced to his unique requirements, the Buyer shall accept the supply or a quantity whether more or less within 10% of the stipulated amounts. In such circumstances the Invoice value of the goods shall be subject to a corresponding adjustment.