

UNIVERSAL OFFICE SOLUTIONS LIMITED

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions: "Buyer" The person, firm or company who purchases the Goods from the Company. "Company" Universal Office Solutions Limited, a company incorporated under the laws of England and Wales (Company number 6778753) "Contract" Each and every contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions. "Delivery Point" The place where delivery of the Goods is to take place under condition 4. "Goods" Any goods agreed in a Contract to be supplied to the Buyer by the Company (including any part or parts of them). "Price" The price of the Goods calculated in accordance with condition 8

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 a Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of a Contract simply as a result of such document being referred to in a Contract.

2.3 These conditions apply to all and any order(s) sale(s) of Goods by the Company to the Buyer and any variation to these conditions or any one of them and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in a Contract. Nothing in these conditions shall exclude or limit the company's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

3.1 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and no sale or order for Goods made pursuant to any Contract shall be deemed to be a sale by sample.

3.2 The Company reserves the right to substitute goods of a similar description, specification and standard if for any reason the relevant Goods are not available.

3.3 The Buyer shall inspect the Goods on delivery and shall within 14 days of delivery notify the Company in writing of any alleged shortage, damage or failure to comply with the description. If the Buyer fails to notify the Company within such time then the Goods shall be deemed to be accepted by the Buyer.

4. DELIVERY

4.1 Where the Company agrees with the Buyer that the Buyer shall take delivery of the Goods from the Company's place of business, the Delivery Point shall be the address notified by the Company to the Buyer, and the Buyer shall take delivery of the Goods within 7 days of despatch of written notice by the Company to the Buyer stating that the Goods are ready for delivery.

4.2 Delivery to a UK mainland address of each order with a total Price, calculated in accordance with clause 8, shall be subject to a carriage charge of £15.00, and any orders for delivery to an address outside the UK, or which require additional insurance, or courier delivery shall be subject to additional charges notified to the Buyer prior to delivery of the Goods.

4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

- (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- (b) the Goods shall be deemed to have been delivered; and
- (c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 The Company may deliver the goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.7 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. NON-DELIVERY

5.1 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the company of the non-delivery within 14 days of the date when the Goods would in the ordinary course of events have been received.

5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. INSTALLATION

6.1 Installation of all freestanding Goods shall usually be carried out at the time of delivery. The Company shall appoint fitters of the appropriate skill and experience, and the Company shall direct that the appointed fitters exercise commercially reasonable care in undertaking any such installation.

6.2 The Company shall be under no obligation to install the Goods if the Buyer requests that the Goods be delivered 'flat packed' or in respect of any Goods which the Buyer wishes to be affixed to any part of their property.

7. RISK/TITLE

7.1 The Goods are at the risk of the Buyer from the time of delivery.

7.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Goods; and
- (b) all other sums which are or which become due to the Company from the Buyer on any account.

7.3 For the avoidance of doubt the provisions of clause 7.2 shall apply such that ownership of the Goods shall not pass to the Buyer until the Company has received in full all sums due to it in accordance with the provisions of 7.2(a) and (b) notwithstanding, for example, that the Company may have agreed with the Buyer that payment for the Goods may be credited to the Buyer and re invoiced to a factoring company or different division of the Buyers' group of companies or other arrangement by which payment is to be made by a third party. Such agreement shall be permitted at the sole discretion of the Company and the Company reserves the right to charge a fee which it deems reasonable in all the circumstances in respect of such factoring or other arrangements sought by the Buyer.

7.4 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- (a) hold the Goods on a fiduciary basis as the Company's bailee;
- (b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall promptly produce the policy of insurance to the Company.

7.5 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value
- (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

7.6 The Buyer's right to possession of the Goods shall terminate immediately if:

- (a) the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- (c) the Buyer encumbers or in any way charges any of the Goods.

7.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

7.8 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7.9 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

7.10 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

8. PRICE

8.1 Unless otherwise agreed by the Company in writing, the Price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery, and such price list shall cancel and replace all previous price lists issued in respect of the Goods or any products offered or sold by the Company which price list may itself be cancelled and replaced by the Company at any time and without notice.

8.2 The Price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

9. PAYMENT

9.1 Subject to condition 9.4, payment of the Price for the Goods is due in pounds sterling within 30 days from the date of the invoice that the Buyer is invoiced for the Goods.

9.2 No payment shall be deemed to have been received until the Company has received cleared funds.

9.3 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

9.4 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

9.5 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim statutory interest at 8% above the Bank of England base rate at the date the debt becomes overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

10. QUALITY

10.1 The Company warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of 12 months from the date of delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

10.2 The Company shall not be liable for a breach of the warranty in condition 10.1 unless:

- (a) the Buyer gives written notice of the defect to the Company, and to the carrier if the defect is as a result of damage in transit, within 14 days of the time when the Buyer discovers or ought to have discovered the defect; and
- (b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.

10.3 The Company shall not be liable for a breach of the warranty in condition 10.1 if:

- (a) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (b) the Buyer alters or repairs such Goods without the written consent of the Company.

10.4 Subject to condition 10.2 and condition 10.3, if any of the Goods do not conform with the warranty in condition 10.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, return the Goods or the part of such Goods which is defective to the Company.

10.5 If the Company complies with condition 10.5 it shall have no further liability for a breach of the warranty in condition 10.2 in respect of such Goods.

11. LIMITATION OF LIABILITY

11.1 Subject to condition 4, condition 5 and condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of these conditions;
- (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Subject to condition 11.2

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- (b) the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11.4 The Company may assign the Contract or any part of it to any person, firm or company.

12. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

13. WAIVER

13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

13.2 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.3 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

14. SEVERANCE

14.1 If any provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15. THIRD PARTY RIGHTS

The parties to this Contract do not intend that any term of this Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16. GOVERNING LAW AND JURISDICTION

16.1 These conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England.

16.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these conditions.

I accept the Terms and Conditions and understand that payment terms are 30 days from month end

Signed

Date:.....

Print Name:.....

Position in Company: