

INTERPRETATION AND TERMS OF CONTRACT

In these conditions “EOP” means European Office Products Ltd and “Buyer” means the person or organisation to whom a quotation has been given or with whom EOP has entered into a contract.

EOP shall sell and the Buyer shall purchase the goods which EOP is to supply (“The Goods”) in accordance with any written quotation of EOP which is accepted by the Buyer, or any written order of the Buyer which is accepted by EOP subject in either case to these conditions which shall govern the contract to the exclusion of any and all other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer over which these conditions shall prevail. In these conditions “in writing” includes electronic correspondence (including but not limited to correspondence by electronic mail).

All orders from the Buyer whether received verbally, by fax or by electronic mail shall be treated as an offer to purchase. No amendment of or addition to these conditions shall be binding unless accepted by EOP in writing.

The Buyer acknowledges that by entering into a contract with EOP it does not rely on any representations or statements which may have been made by EOP or its servants or agents and all such representations or statements are hereby excluded save as may be expressly incorporated in these conditions, in EOP's written acceptance of any order or in EOP's written acceptance of an amendment to an existing order.

2. PRICES

The price of the goods shall be EOP's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in EOP's published price list current at the date the acceptance of the order. Unless otherwise specified in writing by EOP, all prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by EOP without giving notice to the Buyer. EOP reserves the right to increase the price of the Goods to reflect an increase in cost to EOP which is due to any factor beyond EOP's control, 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 by the Buyer to give EOP adequate information or instruction.

All prices are exclusive of VAT and similar taxes.

3. DELIVERY

Delivery of the Goods shall be made by the Buyer collecting the Goods at EOP's premises at any time after EOP has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by EOP, by delivering the Goods to that place. Any dates quoted for the delivery of the Goods are approximate only and EOP shall not be liable for any delay in the delivery of the Goods howsoever caused. The time of the delivery shall not be of the essence of the contract.

In case of failure to deliver by the estimated time the Buyer shall not rescind the contract for this reason unless on or within fourteen days after the delivery date, the Buyer gives EOP notice in writing specifying a reasonable period within which the Goods in question are required to be delivered and EOP fails to deliver within that period and in any other case of failure to deliver the Buyer shall not rescind the contract for this reason unless it has given EOP notice in writing specifying a reasonable period within which the Goods are required to be delivered and EOP fails to deliver within that period.

No claim for short delivery, incorrect delivery or in respect of damage in transit will be accepted by EOP unless the shortage, mistake or damage is recorded and notified to EOP in accordance with the provisions of condition 7 and in any such event the sole responsibility of EOP shall be within a reasonable period to make up the shortfall, correct the mistake or to replace the damaged Goods. Save as set out in this condition (3), EOP shall have no liability whatsoever in respect of non-delivery, short delivery or damage in transit.

The Buyer is considered to have given authority to accept delivery on his behalf to any person who actually accepts delivery at the delivery address. If the Buyer does not take delivery of the Goods when tendered by EOP, the Buyer shall be liable for any loss occasioned by EOP by its neglect or refusal to take delivery and also for such costs and expenses as EOP may incur in storing the Goods and, if applicable, redelivering the same.

4. RISK AND PROPERTY

Risk of damage to or loss of the Goods shall pass to the Buyer.

- (a) in the case of Goods to be delivered at EOP's premises, at the time for collection; or
- (b) in the case of Goods to be delivered otherwise than at EOP's premises, at the time of delivery or, if the buyer wrongfully fails to take delivery of the Goods, the time when EOP has tendered delivery of the Goods.

Notwithstanding delivery and the passing of risk in the Goods or any other provision of these conditions, the property in the Goods shall not pass to the Buyer to until payment in full of all monies owing by the Buyer to EOP in respect of such Goods has been received by EOP and all other goods agreed to be sold by EOP to the buyer for which payment is then due. Until such time, the Buyer shall hold the Goods as EOP fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured for no less than the invoiced value of such Goods and identified as EOP's property, but shall be entitled to resell or use the Goods in the ordinary course of its business provided always that the proceeds of any such resale or, if less such part of the proceeds as is equal of the amount of EOP's invoice and the proceeds of insurance on the Goods shall be held on trust by the Buyer for EOP until such time as EOP has received payment in full in respect of all amounts owing by the Buyer to EOP in respect of such Goods. Notwithstanding that property in any Goods has not passed to the Buyer, EOP shall be entitled to sue the Buyer for the price of such Goods if not paid on the due date. EOP shall be entitled at any time to repossess Goods which remain the property of EOP and the Buyer hereby grants EOP, its agents and servants an irrevocable licence to enter upon any premises where such Goods are stored for the time being for the purpose of repossessing the same and agrees to give EOP such assistance as EOP may require for such purpose.

The Buyer shall not be entitled to pledge or in any way of security for any indebtedness any of the Goods which remain in the property of EOP, but if the Buyer does so all monies owing by the Buyer to EOP shall (without prejudice to any other rights or remedy) forthwith become due and payable.

5. PAYMENT TERMS

EOP shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event EOP shall be entitled to invoice the Buyer for the price at any time after EOP has notified the Buyer that the Goods are ready for collection or EOP has tendered delivery of the Goods, as applicable. The Buyer shall pay the price of the Goods at the end of the month following the date of EOP's invoice, and EOP shall be entitled to recover the price, notwithstanding that delivery may have taken place and that property in the Goods has not passed to the Buyer. The time of the payment of the price shall be of the essence of the contract. All amounts shall be paid without deduction or set-off.

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

- (a) cancel the contract and suspend any other deliveries to the Buyer;
- (b) appropriate any payments made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and EOP) as EOP may think fit (notwithstanding any purported appropriation by the Buyer).

- (c) take immediate action to recover the whole of the amount that is due; and
- (d) charge the Buyer interest (both before and after any judgement) on the unpaid, at the rate of 2% per month compounded monthly on the outstanding balance until payment in full is made.

6. WARRANTIES

EOP does not make or give and will not make or give any representation, warranty or condition whatsoever (express, implied, collateral, statutory or otherwise) in respect of the Goods and any such representations, warranties and conditions made or given by EOP are hereby excluded and extinguished. The Buyer shall rely solely upon the manufacture of the Goods as to the description, quality or performance of the Goods and the Buyer shall not assert any claim, defence or set-off against EOP based upon any description or condition as to fitness for purpose or performance of the Goods or otherwise.

Notwithstanding the provisions contained in the above paragraph of this condition, where any valid claim in respect of any Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to EOP in accordance with these conditions, EOP may at its sole option and discretion replace the Goods (or the part in question) free of charge or, refund to the Buyer the price of the Goods (or a proportional part of the price), but EOP shall have no further liability to the Buyer. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to EOP in accordance with the provisions contained in condition 7. If the delivery is not refused, and the Buyer does not notify EOP accordingly, the Buyer shall not be entitled to reject the Goods and EOP shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods have been delivered in accordance with the contract.

7. RETURNS AND QUERIES

The following procedures shall apply:

- (a) Short Delivery / Damage In Transit. Where manifest short delivery and/or damage is incurred in transit, it must be noted on the delivery note and/or on an electronic receipt device. In any other case this must be notified in writing to the carrier and to EOP within 48 hours of the date and time of delivery. Damaged Goods and packing materials must be kept for inspection, until the claim is settled;
- (b) Goods Not Required / Incorrect Delivery;
 - i. The request must be made within 15 days of receipt and the goods must be unopened, unused & undamaged and in their original inner and outer packaging;
 - ii. If goods are faulty, the Buyer must request a collection within 3 working days of receipt and the goods must be returned within 15 days;
 - iii. The packaging cannot be defaced in any way and this includes the use of a label or written comment on the outer packaging;
 - iv. Goods must only be returned to a Courier that holds relevant Collection Paperwork. The Buyer agrees to this return by signing a Proof of Collection (POC) on the date of return;
 - v. Any goods returned to a Courier without a Collection Note may result in refusal of credit

Goods ordered in error can be returned for 100% credit provided that a collection request is made within 15 days of receipt. Any return request made after 7 days will only be credited at 80% of the invoice value. Goods returned unfit for resale (unless faulty) cannot be credited to the buyer.

In the event that EOP agrees that any Goods shall be returned to it, EOP shall issue the Buyer with a collection note number.

The issue by EOP of a collection note is not an agreement to credit.

Notwithstanding the above provision of this condition 7, any Goods ordered by the Buyer which are not ordinarily supplied by EOP (“Special Goods”), may not be returned to EOP for a refund unless EOP is in agreement that the Special Goods in question are defective. If the Buyer considers that such Special Goods are defective then it shall follow the procedures for defective Goods in condition 7(b) above.

Proof of delivery (“POD”) will only be provided against requests received within 28 days from the date of delivery.

8. INDEMNITY

The Buyer shall indemnify EOP against all claims, damages, costs and expenses for which EOP may become liable through executing any order in accordance with the specifications of the Buyer and which may involve the infringement of any patent, copyright registered design, design right or other intellectual property right.

Save as specified above, EOP shall have no liability whatsoever to the Buyer arising out of or in connection with the sale or supply of the Goods by EOP to the Buyer whether direct, indirect, consequential or any other type of loss and whether the same shall have been caused by the negligence, misrepresentation or other tort of EOP or by any breach or non-performance by EOP of the contract with the Buyer and all conditions, warranties or other terms that are expressed or implied by law or otherwise inconsistent with this condition 8 are hereby excluded, provided always that nothing in these conditions shall exclude the liability of EOP for death or personal injury by its negligence.

9. INSOLVENCY OF BUYER

If the buyer makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation or any incumbrancer takes possession, or a receiver is appointed, or any of the property or assets of the Buyer, or the Buyer ceases or threatens to cease, to carry on business or EOP reasonably apprehends that any of the aforementioned events is about to occur in relation to the Buyer and notifies the Buyer accordingly then, without prejudice to any other rights or remedy available to EOP, EOP shall be entitled to cancel the contract or suspend any future deliveries under the contract without the liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable not withstanding any previous agreement or arrangement to the contrary.

10. FORCE MAJEURE

EOP shall have no liability to the Buyer for any delay or failure in performance to the extent that any such delay or failure arises from causes reasonably beyond the control of EOP including, but not limited to, fire, floods, acts of god, acts or regulations of any government or supra-national authority, war, riot, strike, lock outs and industrial disputes.

11. GENERAL

No waiver by EOP of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent-breach of the same or any other provisions.

12. GOVERNING LAW

The contract between EOP and the Buyer shall be governed by and construed in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English courts.