

Conditions of Sale

1 Definitions

In these Conditions, the following definitions apply:

- Conditions:** the terms and conditions set out in this document.
- Company:** VERCO Office Furniture Limited of Chapel Lane, Sands, High Wycombe, Bucks HP12 4BG (registered in England and Wales with company number 00396797).
- Contract:** the contract between the Company and the Purchaser for the sale and purchase of the Goods in accordance with these Conditions.
- Purchaser:** the person or firm who purchases the Goods from the Company.
- Goods:** the goods (or any part of them) set out in the Order.
- Order:** the Purchaser's order for the Goods.
- Specification:** any specification for the Goods attached to the Company's quotation or acknowledgement of Order.

2 Application of terms

- 2.1 Unless otherwise agreed in writing by the Company the Contract shall be on these Conditions to the exclusion of all terms and/or conditions which may be contained or referred to in any document issued by the Purchaser.
- 2.2 Any addition to or variation of these Conditions shall be ineffective unless expressly agreed in writing and signed by an authorised person on behalf of the Company.
- 2.3 The Order constitutes an offer by the Purchaser to purchase the Goods in accordance with these Conditions. The Purchaser is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.4 The Order shall only be deemed to be accepted when the Company issues a written acknowledgement of the Order or, if earlier, delivers the Goods, at which point the Contract shall come into existence.

3 Description

- 3.1 The quantity and description of any Goods agreed to be supplied to the Purchaser by the Company shall be as set out in the Specification. The Purchaser shall satisfy itself that the Specification is correct and accurately describes its requirements.
- 3.2 Whilst the Company takes every precaution in the preparation of its catalogues, technical circulars, price lists, samples, advertising and any other descriptive matter, such items are for the Purchaser's general guidance only. They shall not form part of the Contract and any sale of Goods shall not be considered a sale by sample.

4 Price

- 4.1 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 in force at the time of delivery or deemed delivery.
- 4.2 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced separately to the Purchaser if arranged by the Company. All orders are delivered FOC to the Dealers address or usual Installation Company address. All orders delivered directly to third party addresses within mainland UK, on the specific instructions of our customers will be subject to a direct delivery charge. This charge is dependent on the value of the order, the location of the delivery and the site being accessible for HGV's and within normal routes and times.

Direct Deliveries to site by Verco:

All orders with a net value of less than £5,000:	£150 net
All orders with a net value between £5,000 and £10,000:	£200 net
All orders with a net value of over £10,000:	FOC
All Direct Deliveries required on a specific date and time :	POA

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- 4.3 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Purchaser shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 4.4 Any query as to the prices of Goods must be made by the Purchaser in writing to the Company within seven days from the date of the Company's acknowledgement of Order or invoice as the case may be.
- 4.5 Where any item ordered by the Purchaser is produced in a combination of two or more material finishes, the item shall be charged at the price applicable to the more expensive of the two finishes.

5 Payment

- 5.1 Subject to clause 5.5 payment is due within sixty days of the invoice date unless otherwise agreed in writing by the Company.
- 5.2 Where invoices are settled in full within thirty days of the invoice date, the Company shall apply an early settlement discount of the amount specified in the Company's acknowledgement of Order or as otherwise agreed by the Company in writing.
- 5.3 Time for payment shall be of the essence.
- 5.4 No payment shall be deemed to have been received until the Company has received cleared funds.
- 5.5 On termination of the Contract for any reason the Purchaser shall immediately pay to the Company all of the Company's outstanding unpaid invoices and any applicable interest.
- 5.6 The Purchaser 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 Purchaser has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Purchaser.
- 5.7 If the Purchaser fails to pay any sum due pursuant to the Contract; (a) the Purchaser shall be liable to pay interest to the Company on such sum from the due date for payment, accruing on a daily basis at a rate of 8% above the base lending rate of Barclays Bank plc per annum unless otherwise agreed in writing by the Company; and (b) the Company may charge the Purchaser an administration charge to compensate it for the additional time required to administer the overdue account, the amount of which will be notified to the Purchaser in writing and invoiced on a monthly basis, and which will be subject to a minimum charge of £120 plus VAT per month or part thereof.
- 5.8 If the Company reasonably believes the Purchaser to be insolvent it may suspend deliveries until evidence is produced to the contrary or new terms of payment are agreed.
- 5.9 The Company reserves the right to require payment of a deposit with any Order placed, or at any subsequent stage agreed between the Company and the Purchaser.
- 5.10 Where invoices are settled by cheque, the Company reserves the right to charge the Purchaser an administration charge of £50 plus VAT per cheque received.

6 Delivery

- 6.1 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be of the essence. If no dates are so specified, delivery shall be within a reasonable time.
- 6.2 Goods will be delivered by road to ground floor unloading areas only and the Purchaser is required to off-load Goods from the Company's delivery vehicle. The Company reserves the right to charge waiting time for any delay by the Purchaser in off-loading the Goods.

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- 6.3 The Company shall not be liable for any non-delivery or delay in delivery of the Goods caused by the Purchaser's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.4 In the event of the Purchaser failing to accept delivery of any of the Goods in accordance with the estimated delivery date indicated on the relevant acknowledgement:
- (a) risk in the Goods shall pass to the Purchaser;
 - (b) the Goods shall be deemed to have been delivered; and
 - (c) the Company may store the Goods at the Company's premises or elsewhere whereupon the Purchaser shall be liable for all related costs and expenses of storage and additional transport to the Purchaser, such right to be without prejudice to any other rights of the Company under these Conditions or otherwise.
- 6.5 All deliveries of Goods as specified in the Company's delivery note will be deemed to have been received in full by the Purchaser unless written notification of non-delivery is received by the Company within seven days from the delivery date.
- 6.6 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Purchaser in obtaining replacement Goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 6.7 Where Goods are specifically designed to be demountable the Company reserves the right to deliver these in a K.D. (knocked-down) condition for assembly by the Purchaser at its own expense. Any assembly service provided by the Company, whether at the premises of the Purchaser or at other premises, shall be subject to these Conditions.
- 6.8 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Purchaser to cancel any other instalment or the Contract as a whole.

7 Quality

Goods will be deemed to have been accepted by the Purchaser unless written notification of any damage with details of the damage alleged is received by the company within seven days from the delivery date. The packaging and damaged Goods should be retained for examination by the Company. In the event of such damage the Company shall at its option either repair or replace free of charge the damaged Goods but shall be under no further liability whatsoever in relation to such damage.

8 Warranty

- 8.1 All Goods are inspected by the Company before despatch. The Company warrants that all Goods, when used under normal circumstances for a maximum of eight hours per day, five days per week, shall, for the period of five years after manufacture:
- (a) conform in all material respects with their description;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 8.2 The Company undertakes to repair or replace any Goods that do not conform to the warranty in clause 8.1 (except where the non-conformity is a result of damage due to abuse or accident) provided the Goods are returned to the Company's place of business, carriage paid, within five years of manufacture or as otherwise agreed by the Company.
- 8.3 The Company shall not be liable for a breach of the warranty at clause 8.1 if the defect arises because the Purchaser failed to follow the Company's oral or written instructions as to the storage, installation, use or maintenance of the Goods; or the Purchaser alters or repairs such Goods without the written consent of the Company.

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- 8.4 The Company shall not be liable for a breach of the warranty at clause 8.1 if the Company has not been paid in full for the relevant Goods.
- 8.5 Any Goods repaired or replaced shall be subject to these Conditions, provided that where Goods have been repaired, such Goods shall be warranted only for the remainder of any warranty period previously offered by the Company in relation to those Goods.

9 **Cancellation**

Orders may be cancelled or altered only with the written consent of the Company. Goods made to special order cannot be cancelled. A handling charge of 25% of net invoice value or £200 whichever is the higher is made on any Goods cancelled or returned with the prior written agreement of the Company, unless otherwise agreed in writing by the Company.

10 **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 Purchaser (without liability to the Purchaser) 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, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

11 **Risk/Title**

- 11.1 The Goods are at the risk of the Purchaser from the time of delivery.
- 11.2 Ownership of the Goods shall not pass to the Purchaser 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 Purchaser on any account.
- 11.3 Until ownership of the Goods has passed to the Purchaser, the Purchaser 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 Purchaser 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 Purchaser shall produce the policy of insurance to the Company.
- 11.4 The Purchaser may resell the Goods before ownership has passed to it provided that:
- (a) it does so as principal and not as the Company's agent; and
 - (b) title to the Goods shall pass from the Company to the Purchaser immediately before the time at which resale by the Purchaser occurs.
- 11.5 The Purchaser's right to possession of the Goods shall terminate immediately if:
- (a) the Purchaser (being an individual) has a bankruptcy order made against him or makes an arrangement or composition with his 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 Purchaser or notice of intention to appoint an administrator is given by the

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Purchaser 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 Purchaser or for the granting of an administration order in respect of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser; or

- (b) the Purchaser suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Purchaser, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Purchaser ceases to trade; or
- (c) the Purchaser encumbers or in any way charges any of the Goods.

- 11.6 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.
- 11.7 The Purchaser 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 Purchaser's right to possession has terminated, to recover them.
- 11.8 Where the Company is unable to determine whether any Goods are the Goods in respect of which the Purchaser's right to possession has terminated, the Purchaser shall be deemed to have sold all Goods of the kind sold by the Company to the Purchaser in the order in which they were invoiced to the Purchaser.
- 11.9 On termination of the Contract, howsoever caused, the Company's (but not the Purchaser's) rights contained in this clause 11 shall remain in effect.

12 Limitation of Liability

- 12.1 Subject to clause 5 and clause 6 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 Purchaser in respect of:
 - (a) any breach of these Conditions;
 - (b) any use made or resale by the Purchaser 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.
- 12.2 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.
- 12.3 Nothing in these Conditions excludes or limits the liability of the Company:
 - (a) for death or personal injury caused by the Company's negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal or unlawful for the Company to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 12.4 Subject to clause 12.2 and clause 12.3:
 - (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 Purchaser for loss of profit, loss of business, or depletion of goodwill 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.

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13 General

- 13.1 The Company reserves the right to make reasonable modifications to any product, design or Specification without notice, should this be desirable for any reason.
- 13.2 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.
- 13.3 A failure or delay by the Company to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 13.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.5 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

Please sign below to confirm that you accept our “Conditions of Sale”.

Name: (PRINT)	Position:
Signature:	Date:
For and on behalf of:	