

# **The Stationery Company**

## **Standard Terms & Conditions of Sale**

1.0 **DEFINITIONS** In these conditions these expressions shall have the following meaning:- "Buyer" means the person, firm or company who buys or agrees to buy the goods from the Seller. "Seller" means The Stationery Company. "Goods" means the materials and other items described in the order or otherwise which the buyer agrees to buy from the Seller. "Order" means the contract between the Buyer and Seller as set out in the purchase order. "Delivery date" means the date specified by the Seller when the Goods are to be delivered, or such reasonable extension of that date as notified by the Seller to the Buyer prior to delivery. "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

### **2.0 CONDITIONS APPLICABLE**

2.1 The conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase the Goods pursuant to these conditions.

2.3 Acceptance of the delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of the Conditions.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### **3.0 PRICE AND PAYMENT**

3.1 The price shall be the price ruling on date of order. The price is exclusive of VAT which will be due at the rate ruling on the date of the Seller's invoice.

3.2 Payment of the Price and VAT shall be due by the end of the month following the month of invoice unless otherwise stated.

3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3.5% above NatWest Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

3.4 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may:-

3.4.1 suspend or cancel deliveries of any articles due to the Buyer; and/or

3.4.2 appropriate any payment by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.

3.5 Prices are the Seller's ex works prices and where the Seller agrees to arrange for the Goods to be sent to the Buyer the Seller shall be responsible for the costs of loading carriage and unloading.

### **4.0 THE GOODS**

4.1 The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.

### **5.0 DELIVERY OF THE GOODS**

5.1 Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

5.2 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.

5.3 The failure of the Buyer to pay for any or one or more of the said instalments of the Goods on the due dates shall entitle the Seller (at the sole option of the Seller):

5.3.1 without notice to suspend further deliveries of the Goods pending payment by the Buyer; and/or

5.3.2 to treat this contract as repudiated by the Buyer.

### **6.0 ACCEPTANCE OF THE GOODS**

6.1 If the Buyer properly rejects any of the Goods which are not in accordance with the contract, the Buyer shall nonetheless pay the full price for such Goods unless the Buyer gives notice of rejection to the Seller within twenty one days of delivery and at the Buyer's cost returns such Goods to the Seller before the date when payment of the Price is due.

6.2.1 No Goods delivered to the Buyer which are in accordance with the contract will be accepted for return without the prior written approval of the Seller on terms to be determined at the absolute discretion of the Seller.

6.2.2 If the Seller agrees to accept any such Goods for return the Buyer shall be liable to pay such handling charge as the Seller may reasonably determine for the return. Such Goods must be returned by the Buyer carriage paid to the Seller in their original shipping carton.

6.2.3 Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have.

### **7.0 TITLE AND RISK**

7.1 The Goods shall be at the Buyer's risk as from delivery.

7.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until:

7.2.1 the Buyer shall have paid the Price plus VAT in full; and

7.2.2 no other sums whatsoever shall be due from the Buyer to the Seller.

### **8.0 REMEDIES OF BUYER**

8.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatsoever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.

8.2 Where the Buyer accepts or has deemed to have accepted any Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.

8.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

8.4 The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.

8.5 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

### **9.0 CARRIAGE**

Is included in the Seller's quoted prices unless otherwise stated. Urgent dispatch costs will be charged extra.

### **10.0 QUALITY CONTROL AND DESIGN**

The Seller reserves the right to make any improvement or modification to catalogue products without notification.

### **11.0 PROPER LAW OF CONTRACT**

This contract is subject to the law of England and Wales.