



A & A Business Supplies Ltd – Terms & Conditions

1. Conditions Applicable

1.1 A & A Business Supplies Ltd, is registered in England and Wales No. 3131986, the registered office is 12-14 Carlton Place, Southampton, Hants, SO15 2EA.

1.2 These Conditions shall apply to all contracts for the sale of goods (which expression shall where the context so permits include the supply of services) by A & A Business Supplies Ltd (The Company) to a buyer who is acting in the course of a business (including in the course of any business) to the exclusion of all other terms and conditions.

1.3 The Company reserves the right to add to, alter, amend or withdraw at any time without notice any of these Terms and Conditions or the Company's Service Guarantee referred to in clause 4

1.4 Orders for goods will only be accepted from Buyers acting in the course of a business and the Company will not accept orders from office supply businesses or other wholesale or retail businesses.

1.5 Where the Company knows or is made aware of suspects that the Buyer is a dealer in or is a supplier of office supplies or is otherwise engaged in the office supplies business, then the Company will not sell goods to that Buyer and can withdraw from any transaction entered into between the Company and the Buyer and reserves the right to refuse to sell to that Buyer in its sole discretion.

1.6 All orders for goods until accepted or rejected at its discretion by the Company shall be deemed to be an offer by the Buyer to purchase goods pursuant to these Conditions and all goods are offered subject to availability. The Company reserves the right at any time to impose a minimum order quantity on any order for goods prior to the order being accepted by the Company.

1.7 Whilst the Company has attempted to ensure that the information within its catalogues, web site and other publications is correct at the time of publication they do not form part of any contract for the sale of goods. For technical reasons colour illustrations should be viewed as a guide only.

1.8 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

1.9 In these Terms and Conditions 'Working Day' means Monday to Friday in each week except any Bank or Public Holiday in either the Company's place of business or the country of delivery within the UK or such other days when the Company's sales office is closed as notified to the Buyer from time to time.

2. Orders, Specifications and Returns

2.1 The Company reserves the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements, or where the goods are to be supplied to the Company's specification which do not materially affect their quality or performance. Whilst the Company will endeavour to supply the product ordered, the Company reserves the right to supply stationery products of a comparable specification without notice and to vary to a reasonable extent the quantities delivered from those ordered to conform with the Company's or its suppliers standard packaging.

2.2 The goods sold by the Company are at its discretion categorised as:-

(i) Stock stationery products being stationery products ordinarily held in stock by the Company for direct delivery.

(ii) Stock Furniture Products being furniture products ordinarily held in stock by the Company for direct delivery.

(iii) Non Stock stationery products – being stationery products not ordinarily held in stock by the Company.

2.3 Any non-returnable goods sold by the Company will only be accepted as a return either at the Company's absolute discretion or where the goods are found to be defective at the date of delivery.

2.4 Orders for stock stationery products may be cancelled at any time prior to the despatch of the goods. Orders for other stationery products may only be cancelled with the written agreement of the Company.

2.5 The Company shall credit the Buyer for Stock stationery products which are returned within 30 days of delivery provided always that the goods remain unopened and are returned in their original packaging and in the condition in which they were originally delivered otherwise the Company shall have the sole discretion not to accept the return of goods. Stock Furniture Products may only be returned with the written agreement of the Company and only if within 30 days of delivery. Non-Stock stationery products (or Specials) cannot be returned for credit. This does not affect your statutory rights. For Health & Safety reasons, no consumable food stationery products may be accepted for return.

3. Price and Payment

3.1 The Company's policy is to offer competitive prices wherever possible. The prices quoted in the Company's sales literature are so far as possible the Company's correct selling price. Due however to the ever changing nature of the office supplies market unless otherwise agreed in writing, the Company reserves the right at any time to revise the price of goods without notice to the Buyer. The price of the goods shall be the price stipulated in the Company's price list current at the date

of despatch of the goods. The Company will however wherever it is practical to do so endeavour to notify price changes prior to their implementation.

3.2 Prices quoted are, except where otherwise stated in writing, exclusive of VAT at the rate prevailing on the date of despatch of the goods.

3.3 The Buyer shall pay the price of the goods within 30 days of the date of the Company's invoice notwithstanding that the property in the goods has not passed to the Buyer. The time of payment shall be of the essence of the contract.

3.4 The Company reserves the right to grant, refuse, withdraw, restrict, alter, suspend or cancel credit terms at their sole discretion. The Company, without limitation, reserves the right to refuse or cancel orders for goods where the buyer is or is liable to become in breach of its agreed credit terms.

3.5 Where the Buyer's account has been suspended or cancelled or if the Buyer's credit limit is reached or exceeded the Company shall be under no obligation to accept any further Orders for goods and the Company shall not be held in breach of its Service Guarantee as provided in clause 4

3.6 If the Buyer fails to make payment on the due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Buyer:-

(i) Interest (both before and after any judgement) on the amount unpaid at the rate of ten per cent per annum until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)

(ii) An administration fee of £30.00

3.7 If you or any member of your staff contacted us to supply furniture or office supplies to your Company or Limited Liability Partnership [LLP] then the director of a limited or public company or a member of a LLP hereby accept that he/she will be held personally responsible for the payment of our invoices in the event that your company is, for whatever reason, unable to pay. Directors and Members are deemed to act with full authority of all other current directors or members, and any future directors or members are deemed to have constructive notice of their obligations in this respect. By providing continuous instructions to purchase office supplies or furniture directly or via staff [verbally or in writing] to the Company would be considered as an acceptance of a personal guarantee by a director of a Company or a member of a LLP. If a director of a company or a member of a LLP wishes to be discharged from his/her personal guarantee then please let us know in writing within 7 days from the date of receipt of these terms of business. Any late notification [after expiry of 7 days of receipt of our terms of business] will not be considered as a release of your personal guarantee.

4. Delivery

4.1 Except for Buyers who have an account with A & A Business Supplies:-

4.1.1 Save for the provisions of clause 6.8 and subject always to these Terms and Conditions the Company under its Service Guarantee guarantees to deliver:-

4.1.1.1 anywhere in mainland Britain up to the Caledonian Canal not later than 6.00pm on the next working day after the order is received or;

4.1.1.2 above the Caledonian Canal not later than 6.00pm on the next but one working day after the order is received;

4.1.1.3 with the exception of goods to be delivered on a pallet, all accepted orders received by 5.00pm for the stock stationery products where the goods ordered are held in stock and unsold by the Company at the time the order is placed with the Company.

4.1.2 If the Buyer reasonably (in the opinion of the Company) considers that the Company has failed to honour this guarantee the Company will if the Buyer, within 5 Working Days of the due date of delivery so requests (time being of the essence), complete where necessary the delivery of the undelivered goods, the Company will waive up to a maximum sum of £250.00 of the cost to the customer of those goods. This shall be the Buyers sole remedy for breach of this guarantee.

4.1.3 The Company's guarantee of delivery is subject to the Buyer providing sufficient accurate information and appropriate facilities to enable the Company to effect delivery of the goods. The Company's Service Guarantee shall not be applicable where:-

4.1.3.1 the Company is unable to deliver the goods because the Buyer has not provided the Company sufficient delivery information or

4.1.3.2 if the Buyer is not available to take delivery of the goods

4.2 For Buyers who have an account with A & A Business Supplies Ltd:-

4.2.1 Any dates quoted for delivery of the goods or supply of services are approximate only, the Company shall not be liable for any delay with regard thereto howsoever caused. Time for delivery or supply shall not be the essence unless previously agreed in writing by the Company.

4.2.2 The Company reserves the right to make a separate charge for deliveries where the Buyer specifically requests and the Company agrees to making a delivery by an agreed time

4.2.3 If the Company fails to deliver the goods for any reason other than any cause beyond the Company's control or the Buyer's fault and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the goods.

4.3 For the purposes of this clause an order is received when it is in the possession of the Company. In the case of internet orders this will be receipt in the time zone in which the Company operates.

4.4 Following the delivery of goods unless the Buyer notifies the Company within 5 days of any discrepancies in the goods received all the goods ordered as stated on the delivery note shall be deemed to have been delivered.

5. Risk and Property

5.1 Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery.

5.2 Notwithstanding delivery and the passing of risk in the goods or any other provision of these Conditions, title to the goods or any part thereof shall not pass to the Buyer until:-

5.2.1 The Company has received payment of all monies owed due and payable by it to the Company for the goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due; or

5.2.2 The Company serves notice in writing on the Buyer specifying that title in the goods or any specified part thereof has passed to the Buyer. Until title to the goods has passed, the Buyer shall possess the goods or any part thereof as a bailee of the Company and shall store the goods or any part thereof in the same state and condition in which they have been delivered separately from other goods so as to ensure that they are clearly identifiable as the property of the Company.

5.3 The Company shall be entitled to recover the goods in respect of which has not passed to the Buyer at any time and the Buyer hereby licences the Company, its officers, employees and agents to enter upon any premises of the Buyer for the purpose either of satisfying itself that clause 5.2 hereof is being complied with by the Buyer or recovering any goods in respect of which title has not passed to the Buyer.

5.4 Until such time as the title to the goods passes to the Buyer, the Buyer shall be entitled to use the goods in the ordinary course of business.

6. Warranties and Liability

6.1 The Company will replace stationery products found to be defective on delivery without charge. Goods incorrectly supplied or invoiced as a result of error on the part of the Company will be collected or credited without charge. Any stationery item in its original, undamaged packaging, except special order stationery products, may be returned within 14 days of delivery. These are the sole remedies in such cases.

6.2 Subject to the conditions set out below the Company warrants that all non-consumable goods will correspond with their specification at the time of delivery and will be free from defects in material workmanship for a period of 12 months.

6.3 The above warranty is given by the Company subject to the condition that the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the manufacturers' or the Company's instructions (whether oral or in writing), misuse or alteration or repair without the Company's approval.

6.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, subject to clause 6.6 below. The Buyer when ordering via the Company's web site must ensure it has in place virus protection as the Company accepts no liability for viruses transmitted or passed to the Buyer through use of the Company's website whether for ordering purposes or otherwise.

6.5 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 the Company in accordance with these Conditions, the Company shall be entitled to repair or replace the goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Buyer the price of the goods (or proportionate part of the price), but the Company shall have no further liability to the Buyer.

6.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or services or their use or resale by the Buyer.

6.7 The Buyer agrees that it is best able to estimate the extent and nature of the insurance cover suitable for its business and property from time to time and that it is reasonable for the Company to sell the goods and fix the purchase price on the basis of the exclusions and limitations of liability which price would be higher were such provisions altered in these conditions and the Buyer agrees that it will be responsible for effecting insurance cover as mentioned above including (but not limited to) any required insurance cover in respect of any loss or damage of whatsoever kind or howsoever caused either by reason of the negligence of the Company or otherwise to premises, plant or to other property and the Company shall have no legal liability in respect of any such loss or damage.

6.8 The Company shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:-

(i) Act of God, adverse weather conditions, explosion, flood, tempest, fire or accident.

(ii) War or threat of war, sabotage, insurrection, civil disturbance or requisition.

(iii) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

(iv) Import or export regulations or embargoes.

(v) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party).

(vi) Difficulties in obtaining raw materials, labour, fuel, parts or machinery.

(vii) Power failure or breakdown in any vehicle or machinery or any computer malfunction.

(viii) The imposition of Stopping, Waiting, Parking or similar restrictions which delay or prevent the Company from reasonably affecting delivery of the goods.

7. General

7.1 The contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction for the English courts in relation to any dispute hereunder.

7.2 Nothing in this agreement shall confer, nor do the parties intend it to confer, any enforceable right on any third party and the Contracts (Rights of Third Parties) 1999 shall not apply.

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