

QUILLS OFFICE SUPPLIES LTD
Terms and Conditions of Sale

1. GENERAL

Quills Group is a trading name for Quills Office Supplies Ltd. We are pleased to accept orders subject to the terms and conditions of sale as stated below. Unless expressly agreed in writing (for example in the case of a tender), any alterations to these conditions will not apply, in these terms "you" and "your" as appropriate refer to the buyer and "us", "our" and "we" refers to the seller. Quills Office Supplies "days" refers to working days, being Monday to Friday inclusive, excluding bank holidays unless otherwise stated.

2. QUOTATIONS

Our quotations are valid on the day of issue only and are subject to stock availability. Quotations are for the sole use of the addressee and we reserve the right to withdraw a quotation, which is passed by you to a third party.

3. DELIVERY AND COLLECTION OF GOODS

In normal circumstances

- (a) We will deliver and order within the agreed period, but we cannot be held liable for any loss caused by the late delivery of goods. If we do deliver late you are not entitled to regard this as a breach of contract.
- (b) Goods will be delivered to the delivery address supplied by you. You are considered to have given authority to accept a delivery on your behalf, to any person who accepts delivery at the delivery address.
- (c) If we or any agent on our behalf cannot deliver to the delivery address we may either store the goods and deliver at a later date or return the goods to stock and deliver at a later date.
- (d) If we deliver in instalments to you, then each instalment is a separate contract. If payment in full is not made to us at the correct time for orders, which have already been delivered, then we may withhold or cancel the delivery of any other orders which have not been delivered.
- (e) Our prices include delivery or transport charges, insurance in transport and taxes and insurance as applicable.

4. PRICES

All prices are quoted exclusive of value added tax (VAT). VAT will be added to all invoices at the rate applicable on the tax point date. The tax point date will be the date of the invoice.

5. PAYMENTS

For 'credit account' holders, our standard terms are 30 days end of month.

6. GENERAL DATA PROTECTION REGULATION (GDPR)

You will need to supply us with data to enable us to process your order. Some or all of the data may be personal data, which is subject to successors in legislation (in force from time to time) and adhering to General Data Protection Regulations. The data you supply will be collected and held securely to process your order and provide updates on goods and services.

7. WARRANTY

(a) All goods supplied by us are warranted to be of sound workmanship and materials and will be suitable for the purpose, which they are designed for. Our liability under the warranty will be limited to a replacement, free repair or issue of credit against any goods acknowledged by us to be faulty, provided that such faults have not been caused by your misuse of the goods or your negligent handling of them.

(b) In order to make a claim under the warranty you must return the goods:

- i. within 30 days of the delivery date or the time stipulated by the manufacturer, whichever is the longer, or within 5 days for hardware products
- ii. in good order and condition
- iii. carriage paid
- iv. sent to our distribution centre, unless we have advised you of another address to return the goods to

Our carriers have no authority to accept goods for return unless we have agreed in advance

(c) In no circumstances will we be responsible for loss or consequential damage arising from the failure or defect of goods.

If you return the goods in order to make a claim under clause 7(b) above and those goods turn out to be in our opinion, fault free or damaged by reason of your misuse or neglect handling them, we will give you 10 days' notice to make arrangements to collect the goods. You may collect the goods in person or make arrangements for your own carrier to collect them. You will remain liable to pay for the goods in full. We reserve the right to make arrangements to return the goods to you after the 10-day period, charging you our carriage and administration costs. Your non-compliance with our request for instruction will lead us to assume that you have given us unconditional authority to dispose of the goods as we see fit.

8. CATALOGUES & BROCHURES

All descriptions and illustrations of goods in any catalogue, brochure, online platform, price list or in any other document provided by us are intended for general guidance only and do not form part of any contract between you and us. We accept no liability for any errors or omissions in such documents and cannot be liable in any circumstances for any loss or damage resulting from your reliance on such descriptions and illustrations.

9. FORCE MAJEURE

We reserve the right to cancel an order or suspend or delay delivery of it without being liable for any loss or damage if supply of goods is prevented or delayed by reason of war (whether declared or not) civil strife, riots, adverse weather conditions, fire, flood, labour disputes, accidents or any other causes or circumstances beyond our control.

10. SHORTAGES, DAMAGES, DISCREPANCIES & LOSS IN TRANSIT

We will at our discretion refund, replace or issue credit where goods have been lost, wrongly delivered, damaged in transit or there is a short supply of the order. We will only consider claims if made in writing to us within 3 days of the date of delivery. If goods have been lost in transit you must also inform the carrier in writing within that period. If goods have been damaged or supplied short, then you must keep those goods in one place, separate from any other goods and let us inspect them if we wish before we decide what action to take. If a whole consignment of goods is lost then you must inform us in writing within 10 days of the invoice date.

11. RETENTION OF TITLE

- (a) General: Notwithstanding delivery of the goods, we will still own them until you have paid in full for them in accordance with the contract and until all monies by you to us pursuant to any other contract between us has been paid in full.
- (b) Sale of the Goods: You are not allowed to sell on the goods in the ordinary course of your business and if you do, the title of the goods sold will pass to the person who buys them from you on delivery of them. If you sell the goods to a third party before you have paid for them, then you will hold the proceeds of that sale on trust for us pending payment. We will have the right to require you to direct the third party to pay the money that would have been paid to you directly, to be paid to us instead and at our request you will assign to us all rights or claims you have against your customers in relations to the goods.
- (c) Storage: Goods, which are in your possession, will be held to you as bailer. You must keep the goods separate and clearly identified as our property until you have paid for them.
- (d) Insurance: After delivery and until payment you must keep the goods fully insured. If the goods are lost, destroyed or damaged then you must hold the proceeds of the insurance for and to our pending payment. If the goods are destroyed you are not entitled to delay paying us until the insurer of the goods has paid you.
- (e) Recovery of Goods: We may enter your premises without notice and recover the goods, which have not been paid for in full. As between you and us, this sub-clause constitutes your authority for us to enter your premises to remove the goods or from a property of any other person holding the goods on your behalf.

12. YOUR BANKRUPTCY OR DEFAULT

- If (a) you fail to honour any of your obligations to us under this contract or you breach them or
- (b) any distress or execution is levied on you, or
 - (c) you offer to make an arrangement with your creditors or commit any act of bankruptcy or if any petition in bankruptcy is presented to you, or (if you are a listed company) any resolution or petition to wind up such a company's business (other than for purposes of amalgamation or reconstruction) is passed or presented we will have the immediate right to cancel in writing any contract we currently have with you without prejudice to any claim or right we might otherwise have.

13. INTERPRETATION AND VALIDITY

Only English law will govern the construction, validity and performance of the contract, and the English Court will have exclusive jurisdiction. The interpretation of any clause or sub-clause above will not in any way be limited or restricted by reference to or inference from any other clause or sub-clause is unenforceable according to its terms then the others will remain in full force and effect.