

# D3 Office Group Limited

## Terms and Conditions

### 1 Interpretation

#### 1.1 In these Conditions

'**BUYER**' means the person who accepts a quotation of the **Seller** for the sale of the **Goods** or whose order for the **Goods** is accepted by the **Seller**.

'**GOODS**' means the goods (including any instalment of the goods or any parts for them) which the **Seller** is to supply in accordance with these **Conditions**.

'**SELLER**' means D3 Office Group Limited, Registered Office Stratsource House, Malmo Road, Hull HU7 0YF. Trading addresses and Internet addresses – D3 Office Group Limited, Stratsource House, Malmo Road, Hull HU7 0YF – [www.d3office.co.uk](http://www.d3office.co.uk).

'**CONDITIONS**' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the **Buyer** and the **Seller**.

'**CONTRACT**' means the contract for the purchase and sale of the **Goods**.

'**WRITING**' includes email, facsimile transmission and comparable means of communication.

1.2 Any reference in these **Conditions** to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these **Conditions** are for convenience only and shall not affect their interpretation.

### 2 General

2.1 The **Seller** shall sell and the **Buyer** shall purchase the **Goods** in accordance with any written or verbal quotation of the **Seller** which is accepted by the **Buyer**, or any written order of the **Buyer** which is accepted by the **Seller**, subject in either case to these **Conditions**, which shall govern the **Contract** to the exclusion of any 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**.

2.2 No variation to these **Conditions** shall be binding unless agreed in **Writing** between the authorised representatives of the **Buyer** and the **Seller**.

2.3 The **Seller's** employees or agents are not authorised to make any representations concerning the **Goods** unless confirmed by the **Seller** in **Writing**. In entering into the **Contract** the **Buyer** acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the **Seller** or its employees or agents to the **Buyer** or its employees or agents as to the storage, application or use of the **Goods** which is not confirmed in **Writing** by the **Seller** is followed or acted upon entirely at the **Buyer's** own risk, and accordingly the **Seller** shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 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 **Seller** shall be subject to correction without any liability on the part of the **Seller**.

### 3 Orders and Specifications

3.1 The **Buyer** shall be responsible to the **Seller** for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the **Buyer**, and for giving the **Seller** any necessary information relating to the **Goods** within a sufficient time to enable the **Seller** to perform the **Contract** in accordance with its terms.

3.2 The quantity, quality and description of and any specification for the **Goods** shall be those set out in the **Seller's** quotation (if accepted by the **Buyer**) or the **Buyer's** order (if accepted by the **Seller**).

3.3 If the **Goods** are to be manufactured or any process is to be applied to the **Goods** by the **Seller** in accordance with a specification submitted by the **Buyer**, the **Buyer** shall indemnify the **Seller** against all loss, damages, costs and expenses awarded against or incurred by the **Seller** in connection with or paid or agreed to be paid by the **Seller** in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the **Seller's** use of the **Buyer's** specification.

3.4 No order which has been accepted by the **Seller** may be cancelled by the **Buyer** except with the agreement in **Writing** of the **Seller** and on terms that the **Buyer** shall indemnify the **Seller** in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the **Seller** as a result of cancellation.

### 4 Price

4.1 The price of the **Goods** shall be the **Seller's** quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the **Seller's** published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the **Buyer**.

4.2 The **Seller** reserves the right, by giving notice to the **Buyer** at any time before delivery, to increase the price of the **Goods** to reflect any increase in the cost to the **Seller** which is due to any factor beyond the control of the **Seller** (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration or duties, significant increase in the costs of labour, materials or other costs of manufacture), 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 of the **Buyer** to give the **Seller** adequate information or instructions.

4.3 The price is exclusive of any applicable value added tax, which the **Buyer** shall be additionally liable to pay to the **Seller**.

4.4 Please note: small value orders may incur a carriage charge.

### Minimum Order Value

Orders under £30.00 in value are subject to a carriage charge of £5.00, with the exception of out of stock items which would be delivered carriage free at the earliest opportunity.

### 5 Terms

5.1 Subject to any special terms agreed in **Writing** between the **Buyer** and the **Seller**, the **Seller** 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 the **Seller** shall be entitled to invoice the **Buyer** for the price at any time after the **Seller** has notified the **Buyer** that the **Goods** are ready for collection or (as the case may be) the **Seller** has tendered delivery of the **Goods**.

5.2 The **Buyer** shall pay the price of the **Goods** (less any discount to which the **Buyer** is entitled, but without any other deduction) within 30 days of the date of the **Seller's** invoice, and the **Seller** shall be entitled to recover the price. The time of payment of the price shall be of the essence of the **Contract**. Receipts for payment will be issued only upon request.

5.3 If the **Buyer** fails to make any payment on the due date then, without prejudice to any other right or remedy available to the **Seller**, the **Seller** shall be entitled to:

- 5.3.1 Cancel the contract or suspend any further deliveries to the **Buyer**
- 5.3.2 Appropriate any payment made by the **Buyer** to such of the **Goods** (or the goods supplied under any other contract between the **Buyer** and the **Seller**) as the **Seller** may think fit (notwithstanding any purported appropriate by the **Buyer**), and
- 5.3.3 Recovery as a contract debt of the legal fees of enforcing payment of monies due from the **Buyer**

### 6 Delivery

6.1 Collection of the **Goods** shall be made by the **Buyer** collecting the **Goods** at the **Seller's** premises at any time after the **Seller** has notified the **Buyer** that the **Goods** are ready for collection or, if some other place for delivery is agreed by the **Seller**, by the **Seller** delivering the **Goods** to that place.

6.2 The Company offers a fast efficient delivery service, however, the **Seller** shall not be liable for any delay in delivery of the **Goods** howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the **Seller** in **Writing**.

6.3 Where the **Goods** are to be delivered in instalments, each delivery shall constitute a separate **Contract** and failure by the **Seller** to deliver any one or more of the instalments in accordance with these **Conditions** or any claim by the **Buyer** in respect of any one or more instalments shall not entitle the **Buyer** to treat the **Contract** as a whole as repudiated.

6.4 If the **Seller** fails to deliver the **Goods** for any reason other than any cause beyond the **Seller's** reasonable control or the **Buyer's** fault, and the **Seller** is accordingly liable to the **Buyer**, the **Seller'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**.

6.5 If the **Buyer** fails to take delivery of the **Goods** or fails to give the **Seller** adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the **Buyer's** reasonable control or by reason of the

**Seller's** fault) then, without prejudice to any other right or remedy available to the **Seller**, the **Seller** may:

- **6.5.1** Store the **Goods** until actual delivery and charge the **Buyer** for the reasonable costs (including insurance) of storage, or
- **6.5.2** Sell the **Goods** at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the **Buyer** for the excess over the price under the **Contract** or charge the **Buyer** for any shortfall below the price under the **Contract**

## 7 Risk and Property

7.1 Risk of damage or to loss of the **Goods** shall pass to the **Buyer**:

- **7.1.1** In the case of **Goods** to be delivered at the **Seller's** premises, at the time when the **Seller** notifies the **Buyer** that the **Goods** are available for collection, or
- **7.1.2** In the case of **Goods** to be delivered otherwise than at the **Seller's** premises, at the time of delivery, or if the **Buyer** wrongfully fails to take delivery of the **Goods**, the time when the **Seller** has tendered delivery of the **Goods**

7.2 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** until the **Seller** has received in cash or cleared funds payment in full of the price of the **Goods** and all other **Goods** agreed to be sold by the **Seller** to the **Buyer** for which payment is then due.

7.3 Until such time as the property in the **Goods** passes to the **Buyer**, the **Buyer** shall hold the **Goods** as the **Seller's** fiduciary agent and bailee, and shall keep the **Goods** separate from those of the **Buyer** and third parties and properly stored, protected and insured and identified as the **Seller's** property. Until that time the **Buyer** shall be entitled to resell or use the **Goods** in the ordinary course of its business, but shall account to the **Seller** for the proceeds of sale or otherwise of the **Goods**, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the **Buyer** and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property in the **Goods** passes to the **Buyer** (and provided the **Goods** are still in existence and have not been resold), the **Seller** shall be entitled at any time to require the **Buyer** to deliver up the **Goods** to the **Seller** and, if the **Buyer** fails to do so forthwith, to enter upon any premises of the **Buyer** or any third party where the **Goods** are stored and repossess the **Goods**.

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

## 8. Warranty and Limitations of Liability

8.1 Subject as expressly provided in these **Conditions**, and except where the **Goods** are sold to a person dealing as a consumer (within the meaning of the **Unfair Contract Terms Act 1977**), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.2 Where the **Goods** are sold under a consumer transaction the statutory rights of the **Buyer** are not affected by these **Conditions**.

8.3 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 the **Seller** within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the **Buyer** does not notify the **Seller** accordingly, the **Buyer** shall not be entitled to reject the **Goods** and the **Seller** shall have no liability for such defect or failure, and the **Buyer** shall be bound to pay the price as if the **Goods** had been delivered in accordance with the **Contract**.

8.4 Where any valid claim in respect of any of the **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 **Seller** in accordance with these **Conditions**, the **Seller** shall be entitled to replace the **Goods** (or the part in question) free of charge or, at the **Seller's** sole discretion, refund to the **Buyer** the price of the **Goods** (or a proportionate part of the price), but the **Seller** shall have no further liability to the **Buyer**.

8.5 Except in respect of death or personal injury caused by the **Seller's** negligence, the **Seller** 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 **Seller**, its employees or agents or otherwise) which arise out of or in connection with the

supply of the **Goods** or their use or resale by the **Buyer**, except as expressly provided in these conditions.

8.6 The **Seller** 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 **Seller's** obligations in relation to the **Goods**, if the delay or failure was due to any cause beyond the **Seller's** reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the **Seller's** reasonable control:

- **8.7.1** Act of God, explosion, flood, tempest, fire or accident
- **8.7.2** War or threat of war, sabotage, insurrection, civil disturbance or requisition
- **8.7.3** Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
- **8.7.4** Import or export regulations or embargoes
- **8.7.5** Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the **Seller** or of a third party)
- **8.7.6** Difficulties in obtaining raw materials, labour, fuel, parts or machinery
- **8.7.7** Power failure or breakdown in machinery

## 9 Insolvency of Buyer

9.1 This clause applies if:

- **9.1.1** The **Buyer** makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or
- **9.1.2** An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the **Buyer**, or
- **9.1.3** The **Buyer** ceases, or threatens to cease, to carry on business, or
- **9.1.4** The **Seller** reasonably apprehends that any of the events mentioned above is about to occur in relation to the **Buyer** and notifies the **Buyer** accordingly

9.2 If this clause applies then, without prejudice to any other right or remedy available to the **Seller**, the **Seller** shall be entitled to cancel the **Contract** or suspend any further deliveries under the **Contract** without any liability to the **Buyer**, and if the **Goods** have been delivered but not paid for the price shall become immediately due and payable not with standing any previous agreement or arrangement to the contrary.

## 10 Goods for Return

10.1 Should you find that you have ordered a catalogue item in error or it is damaged on arrival contact us within 48 hours and we will arrange for it to be collected for credit with a minimum of fuss.

10.2 **Goods** returned after this period or through no fault of the **Seller** may be subject to a handling charge.

10.3 All items returned must be in the original unmarked packaging and in a merchantable condition.

10.4 Any print orders or items which were bought-in to special order cannot be returned. Your statutory rights are not affected.

## 11 General

11.1 Any notice required or permitted to be given by either party to the other under these **Conditions** shall be in **Writing** addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.2 No waiver by the **Seller** or any breach of the **Contract** by the **Buyer** shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 If any provision of these **Conditions** is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these **Conditions** and the remainder of the provision in question shall not be affected thereby.

11.4 The **Contract** shall be governed by the laws of England.