

STANDARD TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these Conditions:

"Buyer" means the person who buys the Goods under the Contract.

"Contract" means the contract for the purchase and sale of the Goods and where applicable, certain services.

"Goods" means the goods (including any installment of the goods or any parts for them) which the Seller is to supply under the Contract.

"Seller" means R.A.Roberts (Office Equipment)Ltd of Unit 1, Shepcote Business Park, Europa Drive, Sheffield, S9 1XT.

"Special Order" means an order for Goods embodying or utilising material supplied by the Buyer including bespoke goods incorporating the Buyer's corporate identity, trade mark/name or for Goods similar but not identical to goods in the Seller's catalogue from time to time.

"Working Day" means any day of the week excluding Saturdays, Sundays and public holidays.

2. BASIS OF CONTRACT

2.1. These Conditions shall govern the Contract to the exclusion of any other terms or conditions put forward by or on behalf of the Buyer.

2.2. The placing by the Buyer of any order shall constitute an offer by the Buyer. No contract shall come into existence unless the Seller accepts the Buyer's order orally or in writing or in the absence of either if the Seller delivers the order in whole or in part. The acceptance by the Seller of the Buyer's order is subject to the Seller approving the Buyer's creditworthiness.

2.3. Any variation to these Conditions must be agreed in writing between the Buyer and an authorised representative of the Seller. Any advice or recommendation relating to the Goods given by any representative of the Seller will not be binding on the Seller unless confirmed by the Seller in writing.

2.4. The Seller reserves the right to add to, alter, amend or withdraw any of these Conditions without prior notice.

2.5. Whilst the Seller has attempted to ensure that the information within its catalogues 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.

2.6. 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 QUOTES

3.1. All quotations and tenders are subject to withdrawal or amendment at any time prior to the Seller's acceptance of the Buyer's order.

3.2. If the Buyer wishes to purchase bespoke goods, the Buyer will be required to enter into a separate agreement in respect of such goods which may vary or augment these Conditions (failing which these Conditions shall continue to apply in their entirety).

4. PRICE

4.1. Subject to the immediately following sub-clause all Goods are sold at the prices shown in the Seller's price list at the date of the Buyer's purchase order. Goods may vary at the Seller's discretion from those originally quoted or shown in the Seller's current price list or any brochure or advertising material.

4.2 In the case of paper products, any products that are described in the Seller's literature as Electronic Office Supplies (including printer cartridges and other consumables) and any other products with fluctuating prices, the Seller reserves the right to increase the price payable by the Buyer, provided that in such event Seller shall give the Buyer the option of cancelling the order for such products.

4.3 The Buyer shall in addition to the total price be liable to pay any Value Added Tax which may be payable and imposed on the Goods.

5. PAYMENT TERMS

5.1. The Seller may invoice the Buyer for all sums due under the Contract after the Seller has (as the case may be) notified the Buyer that the Goods are ready for collection or delivered or tried to deliver the Goods.

5.2. The Buyer shall pay the Seller's invoices in full without deduction, set-off or counterclaim within 30 days following the month of the date of invoice.

5.3. Time for payment shall be of the essence of the Contract.

5.4. If the Buyer fails to pay on the due date then the Seller (notwithstanding that delivery may not have taken place and that title to the Goods shall not have passed to the Buyer) may sue the Buyer to recover the sums due to it; terminate the Contract; suspend any further deliveries to the Buyer until all debts are paid in full; charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate set by order of the Secretary of State from time to time for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 on a daily basis; and by the Seller giving notice in writing to the Buyer, cancel any other contract between the Buyer and the Seller. Any right exercised by the Seller under this sub-clause shall be without prejudice to any other available remedy.

5.5. The Seller shall be entitled to charge the Buyer for work carried out, materials specially ordered and any other additional charges incurred by the Seller including storage costs where, at the request of the Buyer, work is suspended or as a result of default by the Buyer delayed for 30 days or more; and/or the Buyer cancels a Special Order, and such right of the Seller is without prejudice to any other rights or remedies it may have against the Buyer.

5.6. Any invoice discrepancies including proof of deliveries must be advised in writing by the Buyer to the Seller within 14 days from date of receipt of invoice.

5.7. Where the Buyer chooses summary invoicing it acknowledges that, even if there is a query, the invoice must always be paid in full. The Seller cannot accept part or late payments on consolidated or summary invoicing.

6. SPECIFICATION AND MATERIALS

6.1. The Goods are designed for the purposes described in the Seller's trade literature and are subject to any limitations contained therein. No warranty is given that the Goods are fit for any other purpose unless the Buyer specifies in writing details of that purpose and the Seller expressly warrants in writing that the Goods are fit for that purpose.

6.2. With regard to wood finish the description denotes the type and does not necessarily refer to solid timbers, it may include veneers, plywood, blockwood, melamine or paper foil. Sizes are nominal, but the Buyer will use its reasonable endeavours to keep these accurate. Colours and shades of colour may vary.

6.3. Print

6.3.1. Proofs of all artwork may be submitted for the Buyer's approval and the Seller shall incur no liability for any errors not then corrected by the Buyer. The Buyer takes full responsibility for artwork it has approved. The Seller may charge for any additional proofs which it prepares in response to the Buyer's alterations. When

style, type or layout is left to the Seller's discretion, alterations made by the Buyer shall also be chargeable.

6.3.2. The Seller shall not be required to print any matter which in its opinion is or may be of an illegal or defamatory nature or an infringement of copyright, patent, design or of any other proprietary or personal or other rights of any third party. The Buyer shall indemnify and keep indemnified the Seller in respect of any claims, demands, damages, costs and expenses, including reasonable legal expenses arising out of any defamatory or illegal matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the Buyer and/or which result in a breach or potential breach of any law, statute, statutory instrument or regulation. This indemnity shall extend to any amounts paid on legal advice in settlement of any claim.

6.3.3. Metal, film, glass and other materials owned by the Seller and used by it in the production of type plates, moulds, stereotypes, film setting, negatives, positives and the like, shall remain its exclusive property. Any such items supplied by the Buyer shall remain the property of the Buyer.

6.3.4. The Seller may reject any paper, plate or other materials supplied or specified by the Buyer which appear to the Seller to be unsuitable. Additional costs incurred by the Seller if the materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional costs could have been avoided but for the unreasonable delay by the Seller in ascertaining the unsuitability of the materials then that amount shall not be charged to the Buyer.

6.3.5. Where materials are supplied or specified by the Buyer, the Seller will use its reasonable endeavours to secure the best results using those materials, but the Seller will not be liable for imperfect work caused by defects in or unsuitability of the materials. Quantities of materials supplied to the Seller shall be adequate to cover normal spoilage.

7. DELIVERY

7.1. The delivery address must be stated on the Buyer's official purchase order.

7.2. The Buyer shall advise the Seller at the time of placing an official purchase order of any restrictions denying the Seller reasonable access to the stated delivery address.

7.3. In respect of Office Furniture the Buyer shall ensure the installation area is clear of any obstructions that may cause the installation to be delayed. The Seller reserves the right to pass to the Buyer any cost incurred resulting from delivery and installation restrictions caused by the Buyer.

7.4 Any dates for delivery are approximate only and the Seller shall not be liable for the consequences of any delay in delivery. Time for delivery shall not be of the essence. Where the Goods are delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.5 Delivery shall be accepted when tendered by the Seller or, where delivery is ex-works the Seller's premises, upon notification of availability for collection.

7.6 If delivery is required to be made to an address different from that specified in the order or if expedited delivery is agreed, an extra charge may be made to cover any overtime or additional costs incurred by the Seller.

7.7 If the Buyer does not take delivery of the Goods or give the Seller adequate delivery instructions then the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage. The Seller shall not owe the Buyer any duty of care under this clause and shall not be liable to the Buyer for any loss, damage or deterioration of the Goods during storage.

7.8 If there is short delivery or delivery of incorrect Goods, the Buyer shall inform the Seller in writing within 2 Working Days from the date of delivery and shall notify the Seller in writing of non-delivery of Goods within 7 days of the date of the Seller's invoice. The Seller shall at its option either make good the whole or part of the price (and where relevant, as a deduction from any part of the price remaining unpaid) or by replacement any such non-delivery or short delivery notified as aforesaid and except as provided in this clause 7.8 shall not be liable for any such non-delivery, short delivery or damage in transit, nor for any loss, financial or otherwise resulting directly or indirectly therefrom.

7.9 Where the order is for Goods to be called-off by the Buyer, if any of the agreed minimum quantity of Goods has not been called off within the agreed period from the date of the order acknowledgement, the Seller may store the remaining Goods at the Seller's premises or elsewhere at the Buyer's risk, and charge the Buyer for the reasonable costs (including insurance) of storage. At the Seller's option the Seller may destroy or otherwise dispose of the Goods if the Seller has first given 5 Working Days notice of its intention to do so and the Buyer has failed to respond to that notice requesting delivery of the remaining Goods. In such circumstances, the Seller reserves the right to invoice the Buyer for the full price of the Goods destroyed or disposed of together with the cost of destruction or disposal.

8 RISK & RETENTION OF TITLE

8.1 Risk of damage or loss of the Goods shall pass to the Buyer on delivery or, if the Buyer fails to take delivery of the Goods, the time when the Seller has tried to deliver the Goods or when the Seller advises the Buyer that the Goods are available for collection.

8.2 Notwithstanding delivery and the passing of risk, property in and title to the Goods shall remain in the Seller until the Seller has received payment of the full price in cleared funds of all Goods which form the subject of the Contract and all other goods and/or services supplied by the Seller to the Buyer under any other contract whatsoever.

8.3 Until title 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, insured and identified as the Seller's property.

8.4 If the Goods are damaged or destroyed (in whole or in part) before the Buyer pays in full for any of the Goods, the Buyer shall hold the proceeds of any insurance claim relating to the Goods as trustee for the Seller and shall pay the proceeds to the Seller immediately.

8.5 Until ownership of the Goods passes to the Buyer, the Seller may at any time forthwith revoke the Buyer's power to deal with the Goods; and it shall automatically cease if the Buyer shall commit or be subject to any Act of Insolvency as defined in clause 14.1.2.

8.6 Upon termination of the Buyer's power to deal with the Goods, the Buyer shall place the Goods at the disposal of the Seller and the Seller and its servants and agents are hereby irrevocably authorised without the need for the consent of any third party but using such force as may be reasonably necessary, to enter upon any premises of the Buyer or any third party where the Goods are reasonably thought to be stored for the purpose of removing the Goods.

8.7 If the Seller recovers the Goods, it may resell the Goods. If the proceeds of sale are more than the amount due to the Seller from the Buyer, the Seller may use the balance to pay the costs of taking possession and selling the Goods. If on resale the proceeds of sale are less than the amount due to the Seller, the Seller may recover the shortfall from the Buyer.

8.8 The Buyer shall not assign, factor or charge any of the Goods or any invoice for the Goods which remain the property of the Seller. If the Buyer does so then all monies owing by the Buyer to the Seller shall become due and payable immediately.

8.9 The Buyer shall not be deemed to be the Seller's agent for any purpose other than to the extent necessary to give effect to this clause 8.

9 RETURNED GOODS AND GOODS DAMAGED IN TRANSIT

9.1 The Buyer may within 5 Working Days of the date of delivery of the Goods return the Goods or any of them to the Buyer at its own cost and, provided that the Goods are undamaged and fit for resale when received by the Seller, and provided that the Goods are of a type ordinarily supplied by the Seller and were not ordered specifically for the Buyer by the Seller, and provided that the returned Goods are accompanied by the handling charge as set out in the Seller's current price list, the Seller shall refund the price of the returned Goods.

9.2 The Buyer shall inspect the Goods and inform the Seller in writing within 2 Working Days from the date of delivery of any damage that the Goods have sustained in transit.

9.3 If the Buyer shall fail to give such notice the Goods shall be deemed to be in accordance with the Contract and the Buyer shall be bound to accept delivery and make payment accordingly.

9.4 Subject to Clause 9.2 above defective Goods will be replaced, provided that the goods are proved defective to the entire satisfaction of the Seller (and its opinion shall be conclusive) but no claim for expenditure upon any such goods, loss of orders, loss of profits, other financial loss or for any other consequential loss or damage whatsoever will be accepted by the Seller and any liability in this respect is expressly excluded.

10 INTELLECTUAL PROPERTY

All intellectual property and other proprietary rights (including copyright and trademarks) and all technical, business or similar information (including all designs, documents and other materials relating to the Goods) created by the Seller during the course of the Contract shall be, and shall remain, the property of the Seller only.

11 CONFIDENTIALITY

The Buyer shall keep the Contract confidential and shall not disclose details of it to any third party without the Seller's prior consent in writing. The Buyer agrees not to copy or disclose to any third party any drawings, price details or other technical papers supplied by the Seller under this Contract which will remain the property of the Seller and must be returned to the Seller on demand.

12 WARRANTY AND LIABILITY

12.1 Subject to the conditions set out below the Seller warrants (a) that all non-consumable goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months, (b) that it will use its reasonable endeavours to procure that the Buyer is given the benefit of any manufacturer's warranty in respect of consumable Goods, and (c) that all services provided to the Buyer under the Contract shall be provided with reasonable skill and care.

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

12.3 Except 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.

12.4 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 special loss (whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to the attention of the Seller at the time of making the Contract), indirect or consequential loss or damage (including third party claims, lost management time, economic loss or other loss of business, production, revenue, profit, anticipated savings and loss of data), 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 Contract, the supply of the Goods or any services or their use or resale by the Buyer. In circumstances where the Seller is liable for any direct loss the limit of the Seller's liability shall be capped at a maximum of 100% of the price of the Goods and/or Services under the applicable Contract.

12.5 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 Seller to sell the Goods and fix the purchase price on the basis of the exclusions and limitations of liability set out in these Conditions, which price would be higher were such provisions altered in these Conditions. The Buyer agrees that it will be responsible for effecting insurance cover as mentioned above including 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 Seller or otherwise to premises, plant or to other property and the Seller shall have no legal liability in respect of any such loss or damage.

13 FORCE MAJEURE

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 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:-

13.1 Act of God, adverse weather conditions, explosion, flood, tempest, fire or accident.

13.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition.

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

13.4 Import or export regulations or embargoes.

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

13.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery.

13.7 Power failure or breakdown in any vehicle or machinery or any computer malfunction.

13.8 The imposition of Stopping, Waiting, Parking or similar restrictions which delay or prevent the Seller from reasonably effecting delivery of the Goods.

14 TERMINATION AND SUSPENSION

14.1 Without prejudice to any rights and remedies available to it, the Seller shall be entitled forthwith on written notice to the Buyer without liability on the part of the Seller either to terminate the Contract wholly or in part and/or any other contract with the Buyer or to withhold performance of all or any of its obligations under the Contract and/or any other contract with the Buyer (and on the giving of such notice all monies outstanding from the Buyer to the Seller shall become immediately due and payable):

14.1.1 if any sum owing to the Seller from the Buyer on any account whatsoever shall be unpaid after the due date for payment (in which event the Seller shall have

a general lien for any such sum on all and any property of the Buyer in its possession) or:

14.1.2 if the Buyer commits or suffers any Act of Insolvency which means any one or more of the following namely the passing of a resolution or the presentation of a petition for winding-up, bankruptcy or for the appointment of an administrator, the appointment of a receiver and/or manager or administrative receiver over the whole or any part of the Buyer's undertaking and assets, the making of a proposal for a voluntary arrangement within the Insolvency Act 1986 or of a proposal for any other composition scheme or arrangement with or the calling by the Buyer of any meeting of its creditors generally, the levying of execution or distress or diligence on any of its assets, the failure to pay its proper debts as and when due and anything analogous to any of the foregoing in any jurisdiction; and/or

14.1.3 if the Buyer shall commit any breach of any contract (including the Contract) with the Seller. In the event of a suspension of performance the Seller shall be entitled, as a condition of resuming performance, to require pre-payment, or such security as it may require.

14.2 On termination, the Buyer shall pay immediately to the Seller all costs, expenses (including legal and other fees incurred), arrears, charges or other payments arising in respect of the Goods under the Contract and the Seller shall invoice the Buyer for work already carried out (whether completed or not) and materials purchased by the Seller in respect of Customer orders and all invoices shall be immediately due and payable.

14.3 Termination shall not affect either party's accrued rights under the Contract.

15 GENERAL

15.1 These Conditions and any variation in accordance with clause 2.3 above set out the entire agreement between the parties concerning the Contract, and supersede any previous accord, understanding or agreement, express or implied. The Buyer confirms that it has not relied upon any representation not recorded in these Conditions and any such variation inducing it to enter into the Contract.

15.2 A person who is not a party to the Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

15.3 References in these Conditions to persons include individuals, firms, partnerships, limited liability partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality).

15.4 In these Conditions the words and phrases "include", "including", "in particular" and "other" shall not limit the generality of any preceding words and no following words shall be construed as being limited to the same class as the preceding words if a wider construction is possible.

15.5 The Contract and these Conditions shall be construed according to and be governed by the Laws of England and the Buyer and the Seller submit to the non-exclusive jurisdiction of the English Courts.