

STANDARD TERMS AND CONDITIONS OF SALE

1. Basis of sale

- 1.1 All contract for sale made by Office Oracle (“the seller”) shall incorporate these terms and conditions (“the terms”) which shall prevail over any inconsistent terms which the buyer may seek to introduce. Such inconsistent terms shall have no effect, no variation or additions to these terms shall be binding unless agreed in writing between authorised representatives of the buyer and seller.
- 1.2 These terms from the whole agreement (“the contract”) between the seller and buyer and shall override and take the place of any other terms and conditions in any document or other communication used by the buyer in concluding the contract with the seller.
- 1.3 The contract shall come into effect when the buyers order has been accepted in writing by the seller in its acknowledgement of order or the seller has despatched goods in response to the buyer’s order.
- 1.4 All contracts must be in writing and no person acting or purporting to act on behalf of the seller has any authority to enter into any contract orally for the supply of goods by the seller.
- 1.5 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.

2. Prices

- 2.1 The price of the goods stated in the acknowledgement of order is the price of the goods (“the contract price”) (after deduction of any volume discount but not after deduction of any discount for prompt payment) for delivery in accordance with the contract. All prices quoted are valid for 30 days only or until earlier acceptance by the buyer, after which time they may be altered by the seller without giving notice to the buyer. Catalogue price list and other advertising matter shall not form part of any contract made with the buyer
- 2.2 The contract price is exclusive of any applicable value added tax or any other tax or levy on the supply of goods, which the buyer will be additionally liable to pay the seller.
- 2.3 If the seller incurs any costs (including storage charges) as a result of the buyer’s neglect or default, the buyer must pay those costs in addition to the contract price.
- 2.4 The Seller reserves the right, 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 of 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 and instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 2.5 The Seller reserves the right to levy a surcharge on all orders under £250 in total, excluding VAT. This surcharge will be equal to 20% of the total Contract Price.

3. Property and risk

- 3.1 Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Terms, the ownership of the goods remains with the Seller and will not pass to the Buyer until one of the following events occurs: -
 - 3.1.1 The Seller is paid for all the goods (plus any default interest that may be payable) and no other amounts are owed by the Buyer to the Seller in respect of other goods supplied by the Seller
 - 3.1.2 The Buyer sells the goods in accordance with these Terms in which case ownership of the goods will pass to the Buyer immediately before the goods are delivered to the Buyer’s customer.
- 3.2 Until 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 and shall not dispose of, charge or encumber the goods or any interest therein or purport to do so.
- 3.3 The Buyer shall keep the goods fully insured at full replacement value against all risks prudently insured against and in good repair and condition at least throughout the period between the risk passing to the Buyer and the goods ceasing to remain with the Seller and the Buyer shall on demand produce evidence

thereof. If the Buyer fails to ensure the Seller may do so instead on behalf of the Buyer who shall reimburse the Seller on demand. Until the full price has been paid the Buyer shall hold on trust for the Seller the policy and proceeds of insurance.

4. Payment

- 4.1 Prices are to be paid in the currency stated in the contract and, unless otherwise stated, are due and payable 30 days from the date of the Seller's invoice. The time of payment of the price shall be of the essence of the Contract.
- 4.2 If the Buyer fails to make payment in accordance with clause 4.1 of these Terms then without limiting any other right or remedy available to the Seller, the Seller may:
 - 4.2.1 cancel the contract or suspend any further deliveries to the Buyer;
 - 4.2.2 appropriate any payment made by the Buyer to such of the goods (or the good supplied under any other contract between the buyer and the seller) as the seller may think fit (notwithstanding any purported appropriation by the buyer) and charge the buyer interest, on the amount outstanding, or part thereof, at the rate of 1.5% per calendar month above the [specify bank e.g. Barclays] bank base rate from time to time until payment is made (both before and after any Judgement and so that this shall constitute a separate, continuing obligation and shall not merge with any Judgment)
- 4.3 Where carriage, packing or other charges are stated separately from the Contract Price, they will nevertheless be payable by the Buyer at the same time as if they formed part of the Contract Price and shall be treated as such. Where the total of the price and value added or any other tax or levy on the supply goods exceeds £10,000 the Seller shall be entitled to require payment of 50% of such total prior to delivery, provided the Seller has notified the Buyer of its intention to require a deposit prior to issue of the acknowledgement of order.
- 4.4 Where the goods do not form part of the standard range of products offered by the Seller and are being manufactured, processed or adapted to meet the specific requirements of the Buyer the Seller shall be entitled to require payment of up to 50% of such total prior to commencement of manufacture.
- 4.5 The Buyer shall not withhold payment in whole or in part as a result of any disputes with the Seller regarding the supply of goods specified in the Contract or in connection with any other dealings between the Seller and the Buyer.

5. Despatch and delivery

- 5.1 While the Seller will use its reasonable endeavours to keep any stated despatch or delivery date for the goods, any dates quoted are approximate and 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 of the Contract unless previously agreed by the Seller in writing.
- 5.2 If the Buyer fails, is unable or unwilling to take delivery of any of the goods in accordance with the Contract on or at any time following the relevant delivery date, the Seller may:
 - 5.2.1 store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage. The appropriation or despatch of goods for storage in accordance with his conditions shall be deemed to constitute their delivery to the Purchaser;
- 5.3 Unless the Contract expressly provides that the Contract Price includes the cost of installation, the Seller reserves the right to charge the Buyer for the cost of installation. The installation cost covers work carried out during the hours between 08.00 – 17.00 Monday – Friday only. Unless the contract expressly provides that the stated installation cost includes work outside these hours, the Seller reserves the right to levy a surcharge to cover additional costs.

6. Cancellation

6.1 The Buyer is not permitted to cancel this Contract except with the written consent of the Seller. Such agreement may include provision for appropriate compensation (but without limitation) in the event the Seller having commenced work under the Contract or having purchased special raw materials especially for the Contract.

7. Returns

7.1 The Seller shall not in any circumstances be obliged to accept the return of any goods. However, if the Seller agrees to accept such a return the agreement shall only be binding if made in writing and the Seller reserves the right to deduct from the Buyer monies being refunded all reasonable costs, if any, of collecting such goods. Where the property in any of goods returned has passed to the Buyer, such goods shall, unless otherwise agreed in writing by the Seller, remain the property and at the risk of the Buyer until they are received back at the Seller's premises.

7.2 Return items within a 21-day period of the date the order was placed for a full credit. Please contact your account manager or office to arrange. After the 21-day threshold, you will only receive a partial credit of the original item value. Must be returned in the condition they were originally supplied. Special items are non-returnable however you will be reminded at point of order. We do not offer cash refunds on credits or overpayments. We only give credit to use against future purchases.

8. Specifications, Descriptions and Drawings.

8.1 All specifications, descriptions and drawings of goods including descriptions and illustrations contained in catalogues, lists and advertising matter are approximate, serving merely as a guide and accordingly the Company shall not be liable for their accuracy. Such specifications, descriptions and drawings are liable to be altered as necessary and without notice for the purpose of introducing improvements.

9. Warranties and Liability

9.1 The Buyer shall carefully examine the goods immediately on delivery of them and shall notify the Seller in writing of any defects reasonably discoverable on careful examination. The Seller must receive this notification within 7 days commencing with the day of delivery to the Buyer. In the absence of notification, the Seller excludes all liability in respect of any defect.