

Terms and Conditions



Total Facilities Distribution

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.

"SELLER" means Office Gold Ltd(registered in England under No.1618226)

"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 goods.

"WRITING" includes telex, cable, facsimile, email, internet, online, 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-quoted or extended at the relevant time.

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

2. THE TERMS OF THE CONTRACT.

2.1 The terms and conditions contained herein shall govern the contract and shall apply to the exclusion of any other terms and conditions.

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 agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing.

2.4 **No order which has been accepted by the Seller may be cancelled by the Buyer except with the written agreement of the Seller and in such an event the Goods will be returned in their original condition and packaging.**

3. PRICE

3.1 Unless otherwise stated by the Seller any quotation supplied by the Seller shall be open for acceptance by the Buyer for 30 days from the date of the quotation.

3.2 Unless otherwise stated in the Seller's quotation the price does not include VAT and other duties or taxes. Any VAT or other duties payable in request of the Goods are payable by the Buyer in addition to the price.

3.3 **All invoices must be settled on net terms 30 DAYS**

3.4 Interest may be charged on any sums payable by the Buyer which are not paid on the due date at the minimum lending rate of HSBC for the time being in force calculated on a daily basis from the due date until the date of payment.

3.5 Prices quoted in the Sellers catalogue are correct at the time of going to press but the Seller reserves the right to vary these prices at any time without prior notice.

4. DELIVERY.

4.1 Goods are delivered to the Buyer when the Seller makes them available to the Buyer or his agent at the Seller's premises or other delivery point agreed between the Buyer and Seller.

4.2 All times stated for delivery are approximate only and shall not be of the essence.

4.3 The Seller will not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery from any cause at all nor will any such delay or failure entitle the Buyer to refuse to accept any delivery or repudiate the contract.

5. TITLE AND RISK

Risk in the Goods shall pass to the Buyer upon delivery to the agreed point. Notwithstanding that risk in the Goods has already passed to the Buyer. The Seller will remain the sole and absolute owner of the Goods until such time as the Seller has received in cash or cleared funds payment of the price of the Goods. Until such time as 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 (at the Buyer's expense) properly stored and insured. The Seller shall be entitled to maintain an action for the price of the Goods notwithstanding that title in those Goods has not passed to the Buyer.

6. LIMITATION OF LIABILITY

The Buyer's attention is in particular drawn to the provision of this clause 6.

6.1 Unless otherwise stated the Seller's entire liability in respect of any cause of action by the Buyer. Whether based on contract tort (including negligence) strict liability statute or otherwise shall be limited to damage of any amount not to exceed the Price.

6.2 The Seller shall not be liable to the Buyer in respect of any cause of action whether based on contract tort, (including negligence). Strict liability, statute or otherwise for loss of profits, goodwill or any type of incidental special indirect or consequential loss whatsoever even if such loss was reasonably foreseeable if the Seller had been advised of the possibility of the Buyer incurring the same.

6.3 Any complaint regarding the Goods delivered must be given to the Seller in writing within 3 days of the Goods being delivered.

7. FORCE MAJEURE

7.1 The Seller shall not be liable to the Buyer or be deemed in breach of the contract by reason of any delay in performing or failure to perform any of its obligations hereunder if the delay or failure was due to any cause beyond its reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the reasonable controls of the Seller.

a.) Act of god, explosion, flood, tempest, fire or accident.

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

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

d.) Import or export regulations or embargoes.

e.) Strikes, lockouts or other industrial actions or trade disputes whether involving the employees of the Seller or a third party.

f.) Difficulty in obtaining raw material, labour, fuel, parts or machinery.

8. INSOLVENCY OF THE BUYER

8.1 This clause applies if:

a.) The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation (otherwise than for the purpose of an amalgamation or reconstruction).or

b.) The Buyer ceases or threatens to cease on business or

c.) An encumbrance takes possession or a receiver is appointed of any of the property or assets of the Buyer.

8.2 If this clause applies then without prejudice to any other remedy or right available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries or performance under the Contract without any liability to the Buyer and the Price shall become immediately due and payable notwithstanding any previous arrangement or agreement to the contrary.

9. ASSIGNMENT

Neither this Contract nor any rights or obligations arising under the contract shall be assigned by the Buyer without the prior consent in writing of the Seller.

10. GENERAL

10.1 All written notices to the Seller must be sent to the Seller at Gold House, Quadrum Park, Old Portsmouth Road, Guildford, GU3 1LU

10.2 The Buyer's remedies expressly set forth in this Contract shall be the Buyer's exclusive remedies.

11. GOVERNING LAW

These terms and conditions, the Contract and any agreement are subject to English Law and the Buyer consents to the exclusive jurisdiction of the English Courts in all matters regarding the Goods and Services or arising out of the Contract.

I/WE AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.

SIGNED.....

NAME.....DATE.....

Office Gold Ltd, Gold House, Quadrum Park, Old Portsmouth Road, Guildford, Surrey, GU3 1LU

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