

ASTON & JAMES OFFICE SUPPLIES LIMITED
FULL CONDITIONS OF SALE

1. CONDITIONS OF SALE

These conditions of sale are entered into between Aston & James Office Supplies Limited (“Seller”) and any person to whom we supply goods (“Buyer”).

By placing an order with us, you are deemed to accept that these conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

Our online system provides an acknowledgement of our agreement to make that supply. That acknowledgement incorporates these supply conditions (except where they are specifically amended in the acknowledgement) and

- A specification of the goods and any incidental services: if not, our standard specification will apply
- The price agreed
- The delivery or collection details

That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both of us

2. TERMS

- (a) All prices are subject to market fluctuations and the actual prices to be paid by the Buyer shall be the Seller’s price ruling at the date of despatch. The Seller shall be entitled to charge the Buyer the amount of Value Added Tax for which the Seller is liable.
- (b) Goods must be paid for during the month following (i) date of despatch or (ii) notification by the Seller that the goods are ready for delivery, whichever is the earlier.
- (c) The time of payment of the price shall be of the essence.
- (d) 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:
 - (i) cancel the contract or suspend any further deliveries to the Buyer; and
 - (ii) 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 appropriation by the Buyer); and

- (iii) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 3 per cent per annum above NatWest Bank base rate from time to time, until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest).

3. DELIVERY

- (a) Unless otherwise agreed in writing, the Buyer shall be bound to accept goods ordered by him on notification that they are ready for delivery. If the Buyer fails to take delivery the Seller shall have the exclusive option:-
 - (i) to re-sell the goods and charge the Buyer for any shortfall below the price under the contract OR
 - (ii) to invoice the goods whereupon payment in full shall become due forthwith OR
 - (iii) To charge at rates giving an economic return for the handling and storage of such goods from the invoice date to the eventual date of delivery to the Buyer or disposal elsewhere under the power of sale referred to above. The Buyer shall assume the risk for the goods and be liable for the insurance of such goods from the date on which he is notified that the goods are ready for delivery.
- (b) Any dates quoted for delivery of the goods are approximate only 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 unless previously agreed by the Seller in writing. The goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- (c) If the Seller fails to deliver the goods for any reason other than cause beyond the Seller's reasonable control (in which case clause 18 applies) 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.
- (d) If goods are contracted to be delivered by instalments, late delivery of one instalment shall not entitle the Buyer to reflect any other instalment under the same contract.
- (e) Claims in respect of short deliveries or damage to goods in transit must be notified by the Buyer to the Seller in writing within 3 days of receipt of the goods.

4. CUSTOMER'S DEFAULT

The Seller may without prejudice to any of its other rights against the Buyer rescind the contract or suspend delivery under it if:

- (a) any sum is owing and overdue by the Buyer to the Seller;
- (b) the Buyer is in breach of any term of the contract;
- (c) the Buyer makes any voluntary arrangement 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 purpose of amalgamation or reconstruction); or
- (d) an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or
- (e) the Buyer ceases, or threatens to cease, to carry on business; or
- (f) 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.

5. LIABILITY

- (a) The Seller shall be under no liability:
 - (i) in respect of any defect in the goods arising from any drawing, design, or specification supplied by the Buyer;
 - (ii) in respect of any defect arising from wear and tear, wilful damage, negligence, abnormal working condition, failure to follow the Seller's or manufacturer's instructions (whether oral or in writing), misuse or alteration without the Seller's approval;
 - (iii) under warranty, condition or guarantee, or any duty at common law, if the total price for the goods has not been paid by the due date for payment;
 - (iv) by any oral warranty or representation given or made on its behalf unless confirmed in writing; or
 - (v) in respect of any data corruption or other damage to or loss of computer software or hardware arising from the use of any computer media goods supplied hereunder by the Seller in conjunction with any such software or hardware. It is the responsibility of the Buyer to ensure that it or the ultimate end-user of the goods takes all necessary precautions (including, but without limitation, testing the goods on up-to date anti-virus software) when used in conjunction with any computer software or hardware.
- (b) Where any valid claim in respect of any of the goods which is based on any defect in the quality or conditions 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 the Buyer the price of the goods (or a proportionate part of the price), provided a complaint is made in writing within 3 days after delivery and goods returned within one month. The Seller shall have no further liability to the Buyer

- (c) Subject as expressly provided in these Conditions (and specifically without prejudice to (b) above), 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.
- (d) 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 or indirect loss or damage, 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. Non-exhaustive illustrations of consequential or indirect loss include:
 - (i) loss of profit,
 - (ii) loss of contracts,
 - (iii) damage to the Buyer's property or property of another person or body,
 - (iv) Personal injury or death to the Buyer or any other person other than that caused by the Seller's negligence.

6. DESCRIPTION OF GOODS

All descriptions and illustrations contained in any catalogues, price lists, advertising matter and other literature of the Seller are intended merely to present a general idea of the goods described therein and none of them shall form part of the contract.

7. OWN LABEL GOODS

In the case of goods which have been produced to the specification and/or bear the name of the Buyer or the Buyer's customers as the case may be ("own label goods"), the Buyer undertakes to purchase at the contract price all stocks of own label goods in finished and unfinished form which the Seller holds for the purpose of fulfilling the Buyer's requirements. Without prejudice to the generality of the foregoing, on the termination of any contract between the Seller and the Buyer, for the supply of own label goods, the Buyer will accept and pay the contract price for all stocks of own label goods in finished and unfinished form then held by the Seller.

8. RISK AND PROPERTY

- (a) Risk of damage to or loss of the goods shall pass to the Buyer:
 - (i) 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

- (ii) In case of goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongly fails to take delivery of the goods, the time when the Seller has tendered delivery of the goods.
- (b) Notwithstanding delivery and the passing 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 goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- (c) 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 (but any warranties, conditions or representations given or made by the Buyer to any third party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto) 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.
- (d) If the Buyer incorporates the goods into other products (with the addition of his goods or those of others) or uses such goods as material for other products (with the addition of his goods or those of others) or uses such goods as material for other products (with or without such addition) the property in those other products is upon such incorporation or use transferred to the Seller and the Buyer as bailee of them and the Buyer will store the same for the Seller in a proper manner without charge to the Seller, in the event of such incorporation or use as is envisaged by this sub-clause the provisions of sub-clauses (b), (c), (e) and (f) of this clause shall apply, mutatis mutandis, to those other products in place of the goods.
- (e) 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 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.
- (f) 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.

9. SKETCHES, DESIGNS, BLOCKS, ARTWORK, PROOFS & INDUSTRIAL PROPERTY RIGHTS

- (a) At the Seller's discretion, all sketches and designs or other work including authors' correction on or after first proof produced or special materials purchased at the Buyer's request may be considered an order and charged for. No responsibility will be accepted for any error in proofs passed by the Seller.
- (b) The Seller shall be indemnified by the Buyer against any claim by a third party against the Seller arising out of any goods supplied to or work done for the Buyer including any infringement of copyright, patent trade mark or registered design.
- (c) All sketches, drawings and designs or other work originated by or on behalf of the Seller and the copyright and all other intellectual property rights therein shall belong to the Seller.

10. LIEN

Without prejudice to any of its other rights against the Buyer, the Seller shall in respect of all unpaid debts due from a Buyer have a general lien on all materials and equipment and other property of the Buyer in its possession, and shall be entitled if any part of such debts shall remain unpaid at the expiration of 14 days after giving written notice to the Buyer requiring payment thereof to dispose of such materials, equipment and other property as it thinks fit and to apply the proceeds of sale (if any) in or towards payment of such debts.

11. TECHNICAL MANUALS & LITERATURE

All technical manuals and other literature, drawings, designs and specifications furnished to a Buyer by the Seller shall remain the property of the Seller and be carefully preserved by the Buyer and returned to the Seller on demand. No such manual literature, drawings, design or specification shall except with the express written consent of the Seller be reproduced by the Buyer in whole or in part, in default of written agreement to the contrary type may be distributed and lithographic photogravure moulds, rubbers or other work effaced immediately after the contract has been performed.

12. QUANTITY VARIATIONS

A delivery of goods consisting of a shortage or surplus not exceeding 10 per cent will be considered due execution of any order and the Buyer shall accept the same subject to a pro rata increase or reduction in the contract price.

13. BUYER'S PROPERTY

Buyer's property when supplied to the Seller will be held at Buyer's risk. The Buyer shall supply adequate quantities to cover normal spoilage. Every care will be taken to secure the best results where materials are supplied by the Buyer but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied

14. SELLER'S DUTIES UNDER HEALTH & SAFETY AT WORK ACT 1974

Insofar as the Seller is under a duty pursuant to S.6 of the Health & Safety Act 1974 in respect of the design, manufacture and supply of any article for use at work, the Buyer shall be deemed to have been afforded by the Seller reasonable opportunity for the testing and examination of goods or materials prior to delivery to the Buyer in respect of their safety and any risk to health, and the Buyer shall be deemed to have been afforded by the Seller adequate information about the goods and materials in respect of the use for which they are designed and have been tested and of any conditions necessary to ensure that when put to use they will be safe and without risk to health whether or not the said information has been requested by the Buyer.

15. FORBEARANCE BY SELLER

No forbearance or indulgence by the Seller shown or granted to the Buyer whether in respect of these general conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or be regarded as a waiver of any of these general conditions.

16. FORCE MAJEURE

No liability is accepted by the Seller for any direct or indirect loss arising from non-delivery of any goods caused by act of God, riot or civil commotion, war, strike, lockout, fire, flood, drought, act of government, failure to obtain or shortages of raw materials or any other cause whatsoever beyond its control.

17. LAW

Any agreement between the Seller and the Buyer shall be governed by English Law. The parties agree to the non-exclusive jurisdiction of the English Courts.

18. LEGAL GROUP

The Seller is a member of a group of companies and accordingly the Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.

19. Returns

- (a) The Seller has no objection to accept return of goods supplied and to credit the Buyers account in full save in the following circumstances.
 - (i) goods have been damaged in transit; or
 - (ii) goods are subject to bona fide complaint in respect of the quality of the goods made pursuant to clause 6 hereof
- (b) Any return pursuant to clause 19(b) above shall be made within 14 days of receipt and such goods should be returned in unmarked packaging and in an immediately saleable condition. The Seller shall only be liable to a credit 75-85% of the invoiced value goods which do not conform with the requirement of this sub-clause
- (c) Any request for the return of goods under this clause shall be made by the Buyer to the Seller within 3 working days. The seller will provide the buyer with a returns note. Returns shall only be accepted if they are accompanied by the suppliers return note.
- (d) The Supplier may, at its absolute discretion, elect to provide by post or any other means, any missing or faulty components or fixings for goods in lieu of accepting a return
- (e) In no circumstances will the Supplier accept to a return of any items shown as Special order or made to order goods.
- (f) The Supplier will not supply goods to the Buyer on “an approval” basis. The Supplier may, in its absolute discretion accept a return of goods ordered by the Buyer for which are not required by the Buyer for reasons other than those set out in sub-clause (a) above, but will only be required to credit 75-85% of the invoiced value of such goods to the Buyers account.