

Zenith Office Supplies Ltd Terms & Condition

1 General

In the event of the purchaser's order or invitation to tender containing special conditions they shall have effect only in so far as they are not at variance with the conditions of sale of Zenith Office Supplies Ltd (hereinafter referred to as "The Seller") as specified below. By placing an order the purchaser is agreeing to the Terms and Conditions of Zenith Office Supplies Ltd.

2 Acceptance of orders

- i) No order shall be deemed to be accepted until our acknowledgement has been issued, the details of the acknowledgement shall be deemed to be correct in all respects unless advises to the contrary are received in writing within 3 days.
- ii) No order shall be deemed to be accepted and no contract shall be deemed to be entered into by the Seller.
- iii) The Seller reserves the right to amend prices quoted between the date of acknowledgement and date of delivery according to any increase in costs unless the original quotation was submitted on a "fixed price" basis.
- iv) All dimensions and quantities stated in quotations, price lists, correspondence and catalogues are subject to variation without notice.

3 Cancellations / Returns

- i) Orders cannot be cancelled nor goods returned except with the consent of the Seller and on terms which indemnify the Seller against all loss.
- ii) The Seller is under no obligation to accept return of goods supplied and credit the buyer except where goods are returned as being damaged in transit, or there is complaint as to the quality of the goods.
- iii) Goods not required must be notified in writing within 3 days and returned within 21 days of receipt, in original packaging and in re-saleable condition. In all other circumstances the prior agreement of the Seller must be received by the Buyer to the return of the goods.
- iv) Subject to 3ii) above special orders cannot be cancelled or returned.

4 Delivery

- i) Where delivery by instalments is specifically required by the purchaser, each delivery shall be deemed to be and treated as a separate contract and failure of any delivery shall not discharge the contract as to other deliveries.
- ii) The Seller shall not incur any liability or be responsible for loss or damage sustained by the purchaser arising out of or in consequence of any delay in despatch.
- iii) Without prejudice to any other rights and remedies the Seller shall not be bound to deliver the goods unless the purchaser has paid all sums owing to the Seller on their due dates.
- iv) The failure of the Seller to deliver any of the goods specified shall invalidate the contract as to the remainder of the goods and the Seller shall be bound to complete the contract so far as it concerns the matter of the goods.
- v) The Seller reserves the right to make a further charge unless otherwise agreed, for assembly and installation on site.
- vi) In the event of the customer being unwilling to accept delivery of any goods, we reserve the right to invoice the goods in full, such invoices to be payable as if the goods had been delivered, and to place any or all of the goods into storage and to charge all costs thereby incurred.

5 Title of goods

- i) The ownership of the goods will only be transferred to the Purchaser when the Purchaser has paid all amounts due to the Seller no matter on what grounds. Until the date of payment the Purchaser, if the Seller so desires, is required to store the goods in such a way that they are clearly marked as the property of the Seller. The risk on the goods shall pass to the Purchaser at the time of delivery. Upon delivery the goods shall be deemed to have been delivered complete and in good condition unless at the time of delivery it is noted on the delivery note that the goods are damaged and written notice of the damage is given by the Purchaser to the Seller within 3 days of the receipt of the goods.
- ii) In the event of the purchaser becoming insolvent or bankrupt or signing a trust deed or compounding his creditors or appointing a receiver or liquidator the Seller may at their option withhold all further delivery of goods and be released from this contract and any other contract between the Seller and the Purchaser without liability to the company in respect of such withholding of deliveries of release from the contract and without prejudice to any rights and claims the Seller may have against the purchaser in respect of deliveries already made.
- iii) If the buyer shall default in payment the Seller shall be entitled forthwith to enter any premises where the goods may be and repossess any goods which remain the property of the Seller.

6 Retentions

No retentions or liquidation damages shall be allowed unless clearly stipulated by the Purchaser in his order or invitation to tender.

7 Payment terms

- i) No discounts other than shown on the face of the invoices shall be admissible.
- ii) DISCOUNTS SHOWN ON INVOICES WILL BE FORFEITED IF PAYMENT IS NOT RECEIVED BY THE DATE DUE SHOWN ON THE INVOICE.
- iii) Where deposits are required orders will not be processed until the payment thereof has been received in full.

8 VAT

VAT is payable by the purchaser in all cases at the rate in force at the date of delivery.

9 Force Majeure

No liability is accepted by the Seller for any direct or indirect loss arising from non delivery or delay in delivery of any goods caused by an Act of God, Riot or Civil Commotion, War, Strike, Lockout, Fire, Flood, Drought, Act of Government, failure to obtain or shortages in raw materials or any other cause whatsoever beyond its control.

10 English Law

All quotations and contracts shall be governed by English law and the jurisdiction of the English Courts.

11 Our Standard Terms

Our standard terms for account credit facilities are payment of invoice within 30 days of invoice/delivery, unless specified otherwise on the invoice. For accounts not paid by the due date, a 5% surcharge is added for each month or part thereof after the due date.