

# ◆ Style Office Solutions Ltd. Terms & Conditions.



## Terms & Conditions of Sale and Supply of Style Office Solutions Ltd. In these terms and conditions unless the context otherwise requires:

"Business Day" means a day on which the UK clearing banks are open for normal business in Scotland;  
"Company" means Style Office Solutions Ltd incorporated in Scotland under number 217803, and having its registered offices at Units 5&6, Whitemyres Business Centre, Whitemyres Avenue, Aberdeen, AB16 6HQ  
"Contract" means the contract for the sale of the product and or supply of a specified service;  
"Contract Price" means the price payable by the customer for the purchase of the products or the supply of the specified service with reference to the individual contract made;  
"Customer" means the party names on the order form or purchase order supplied  
"Insolvent" means that the customer

- (a) If an individual, firm or partnership has a bankruptcy petition presented against him or it or, if in Scotland, becomes apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 or has a trustee in sequestration appointed to his or its estate or the equivalent thereof in any foreign jurisdiction; or
- (b) If a company or incorporation is or would be deemed to be unable to pay its debts within the meaning of section 123 of the insolvency Act 1986 it was or were a company or if a receiver, administrative receiver or liquidator (including a provisional liquidator) or similar is appointed over any of the assets or the undertakings of the customer or if an administrator is appointed to govern the affairs of the customer, or if a resolution is passed for the voluntary winding up of the customer or an application is made to the court for the compulsory winding up of the customer, or if the customer generally makes any arrangement or composition with its creditors or becomes involved in any legal proceedings concerning its solvency or the equivalent thereof in any foreign jurisdiction

"Normal working hours" means the time the office is open to take order and supply from. This is normally 8:00am - 5:30pm Monday to Friday.

1.2 Any reference in these terms and conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time and any reference to the singular includes the plural and the masculine includes the feminine and the neuter and vice versa.

### 2. Formation of Contract.

2.1 Any agreement between the company and any customer for the sales of Products or supply of a Specified Service shall be subject to these terms and conditions only and may only be overridden by agreement in writing by any director or other authorised officer of the company. The Company hereby excludes all other terms, conditions, guarantees and warranties not permitted in these terms and conditions, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law.

2.2 Any order or quotation sent by the Customer and accepted by the Company shall not constitute an acceptance of any terms and conditions contained or referred to in that order form or quotation but shall constitute an individual and legally binding contract between the Company and the Customer subject to these terms and conditions only. The Products or Specified services shall be provided in accordance with instructions given by the customer or its duly authorised representative. Such instructions may be verbal or in writing. The Customer agrees that the Company is entitled without enquiry to accept verbal instructions from any person supporting to act on the Customer's behalf. Notwithstanding that in connection with any other order the company may submit any sample of the products to the customer as indicating the quality, size or type of products which may be supplied, no order for products following inspection of any sample or an acceptance of such an order by the company shall be deemed to constitute a sale by sample and the implied term contained in section 15 of the Sales of Goods Act 1979 shall not apply to this contract.

2.3 Where the Customer places an order for more than one delivery of Products or one supply of the Specified Service, which in acceptance by the Company, each delivery of products or supply of specified service shall be treated as an individual and legally binding contract. These terms and conditions shall apply to each contract. Where the Company for Products to be delivered or the specified service to be supplied is in instalments accepts any order, each delivery or supply shall constitute an individual and legally binding contract.

### 3. Alteration

The Company reserves the right to alter these terms and conditions by giving written notice of such alterations to a Customer with credit facilities with the company in accordance with clause 6.2. If such a variation is material, the customer shall have the right to terminate the contract, without penalty, by written notice within 5 Business Days of receipt by the customer of written notice of such alteration, before any variation becomes effective, provided that all outstanding payments due to the company are made at that time. The company will not be liable in respect of any loss or damage caused by or resulting from curtailment or cessation of supply following such variation. The company reserves the right to make any changes in the specification of the products or the specified service which are required to conform with any applicable legal requirements or, where the products or specified services are to be supplied to the Company's specification, which do not materially affect their quality or performance.

### 4. Price

4.1 Subject to any special terms agreed, the customer shall pay the Company's Standard Charges and any additional sums, which are agreed between the Company and the Customer for the supply of the Specified Service, which in the Company's sole discretion, are required as a result of the Customer's instructions, or lack of instructions.

4.2 Products and the Specified Service are sold and supplied at the Company's Standard Charges applying at the date of order. Unless otherwise expressly stated in the Company's Standard Charges are exclusive of VAT and the Customer is liable for VAT thereon at the applicable rate.

4.3 The costs of pallets and returnable containers will be charged to the Customer in addition to the Contract Price of the Products or the Specified Service, but a full credit will be given to the Customer if they are returned undamaged to the Company within 7 days of the sale of the Products or supply of the Specified Service.

### 5. Cancellation and Rescheduling

5.1 The Customer may cancel all or part of an order or request changes to the date of despatch no later than 24 hours prior to the despatch of the Products or the supply of the Specified Service. In this event, unless the circumstances fall under the terms of clause 3, the Customer will be liable to pay a reasonable cancellation or rescheduling charge to be determined by the company to cover the Company's expenses incurred as a result of such cancellation, rescheduling or returning goods to a supplier.

5.2 The clause 5.1 excludes office furniture or any bespoke product such as office furniture, stationary or printed goods that have been ordered to the customer's requirements. In certain circumstances and depending on the manufacturer, orders may be amended but a service and administration charge would apply.

5.3 The Customer may cancel or return office products as No Longer Required within 7 days of delivery, but the Company will apply a handling charge to the credit note.

### 6. Payment

6.1 Subject to Clause 6.2 payment must be made on the date of the Products or Specified Services in a method satisfactory to the Company.

6.2 Where the Company has agreed that the Customer is not to make immediate payment, subject to Clause 6.4 and 6.5, invoices will be submitted in respect of the total Contract Price outstanding for that calendar month on or around the last Business Day of every calendar month following the due date for delivery and are payable within 30 days of the date of the invoice unless otherwise agreed. Notwithstanding the foregoing the Company may require the Customer to pay a deposit when or after the Products or Specified Service are or is ordered. Should non payment be made in respect of furniture which is collected from the customer due to non or late payment, the Company will apply a hire or handling charge. Signing a collection note the customer accepts this charge and agrees to payment by return. In addition if the Company, at its absolute discretion, considers the Customer's credit to be or is likely to become unsatisfactory prior to the date of delivery, then the Customer shall pay full or partial payment of the Contract Prices then outstanding on demand by the Company prior to the date of delivery.

6.3 Without prejudice to any other rights that the Company may have, the Company reserve the right to charge interest (after as well as before judgement) at the rate of 4% per annum above the base lending rate for the time being of the Bank of Scotland on the day to day outstanding balance from the date that the invoice became due to the date of actual payment or from the date that monies have become due by virtue of Clause 6.6

6.4 The Company may, without any liability to the Customer, suspend the supply of the Products or the Specified Service if any invoices rendered by the Company to the Customer are or become overdue for payment, or if the Company at its absolute discretion considers the Customer's credit to be or is likely to become unsatisfactory.

6.5 The Company reserve the right to withdraw credit facilities and declare all accrued balances immediately due and payable provided notice is served on the client requiring payment within 7 days of the date of invoice or on the last Business Day of that calendar month with ever is the earlier.

6.6 In addition to any lien to which the Company may be virtue of law be entitled, the Company shall have a general lien on all the Customer's goods in the Company's possession, whether those goods have been acquired from the Company (whether paid in full or not) or from elsewhere for the payment of any monies by the customer under this or any other contract.

### 7. Warranties

7.1 The Company warrants that it has full and valid title to the Products. The Company further warrants that the Products are of satisfactory quality and that they are fit for all normal purposes commonly associated with products of this type. The Company does not warrant that the Products are fit for any particular purpose unless it has received express written notice from the Customer specifying any intended purpose for the Products and the Company has agreed in writing to provide Products conforming to that particular specification.

7.2 Where the Company supplies or uses any goods supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranties, guarantee or indemnity given by the person supplying the goods to the Company. The application and use of the Products is the absolute responsibility of the Customer. The Company shall not be responsible for providing any technical or other advice, information regarding the use, storage or otherwise of the products and will not be responsible for any subsequent loss or damage suffered by the Customer in the event of the Customer failing to comply with and follow any instructions contained on the packaging. Accompanying the Products regarding storage and/or any precautions to be taken during transportation of the Products.

### 8. Delivery

8.1 Unless otherwise stated, the Contract Price includes delivery to the customer's address. The Company reserves the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery and/or in respect of delivery outside Normal Working Hours or otherwise.

8.2 Any time quoted by the Company for the despatch or delivery is an estimate only; time for delivery or despatch shall not be of the essence and in no event shall the Company be liable for any damages or penalty for delay in despatch or delivery.

8.3 If the Customer fails to pay the Company on the due date, or if the Customer becomes insolvent, or becomes involved in any legal proceedings concerning its solvency or ceases trading, or commits a breach of any of its obligations under these terms and conditions, the Company may at its discretion and without prejudice to any other remedies available to it suspend or cancel further deliveries under the Contract.8.4 If the Customer fails to take delivery of the products at the time stated for delivery or fails to give the Company adequate delivery instructions prior to the time stated of delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage or sell the products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the Contract Price, or account to the Customer for the excess over the Contract Price.

8.5 Unless agreed otherwise in writing all Products will be packaged in accordance with the Company's standard practice.

### 9. Risk and Title

9.1 Risk in the Products shall pass to the Customer at the time the Products are despatched by the Company. The Company accepts no liability for any loss or damage caused to the Products by any carrier.

9.2 The ownership in the Products will not pass from the Company to the Customer until payment in full of all sums (including interest) due in respect of the Products has been received by the Company, not only under this Contract, but also under any other contract between the Customer and the Company.

9.3 Until the transfer or passing of ownership in the Products under Clause 9.2 the Customer shall keep the Products as the Company's fiduciary agent on its own premises in safe custody and separate from any products which are the property of the Customer or any third party in such a way that they are readily identifiable as belonging to the Company. Furthermore the Company shall be entitled to at any time to require the Customer to deliver the Products and, if the Customer fails to do so forthwith, to enter upon the premises of the Customer or any third party where the Products are stored with such transport may be necessary and repossess the Products. The exercise of such a right shall be without prejudice to any other rights the Company may have.

9.4 Any right of retention, set-off or compensation available to the Customer at common law or under statute or otherwise is hereby excluded.

### 10. Rejection.

10.1 Where the Products are sold as a batch, without affecting any rights, which the Customer may have to reject the entire batch, the Customer may accept some and reject some only of the Products. However where the Customer alleges that the Products are defective (otherwise than by loss or damage in transit) and where the Products have proved defective when subjected to normal uses of the type associated with the products, the Customer shall notify the Company in writing within 14 days of the receipt of the invoice or the due date of delivery if the Customer does not have credit facilities with the Company, and if the Company is satisfied that the Products are materially defective, provided that the Products have not been dealt with or treated in any way which has contributed to the defect, the Company will replace the Products free of charge to the Customer.

10.2 The sole obligation of the Company in connection with the supply of the Products is to make all reasonable attempts to obtain and supply the correct Products ordered by the customer in the event that any Product should fail to conform to their product description, provided always that the Customer notifies the Company of any such non-conformity within 14 days of the receipt of the invoice or the due date of delivery if the Customer does not have credit facilities with the Company.

### 11. Force Majeure

The Company shall not be liable to the Customer for any delay in or failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, accident, war, rebellion, riot, sabotage, official strike, lock-outs or official labour disputes or any other cause beyond the Company's reasonable control. Where the Company is prevented from carrying out further performance under the Contract by reason of any of the events specified above, the Customer shall pay the Company the Contract Price less a sum determined by the Company, acting reasonably, for any part of the Contract not performed by the Company.

### 12. Limitation of Liability.

12.1 The Company's liability in contract, tort, delict or otherwise in respect of any alleged defective performance or non-performance of any Products or Specified Service shall be limited in all circumstances to the Contract Price for the Products or Specified Service provided the Customer shall indemnify the Company for all costs, claims, liabilities and expenses which the Company may incur in relation to any claim by a third party caused by or arising from the Company's carrying out the Customer's instructions. The Customer acknowledges and agrees to the exclusions and restrictions of liability in these terms and conditions are reasonable.

12.2 Except in respect of death or personal injury caused by the Company's negligence or its employees or agents or, as expressly provided in these terms and conditions, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any special, indirect or consequential loss or damage of any nature (whether caused by the negligence of the Company, its servants or agent or otherwise), resulting from the supply of the Products or the Specified Service of their use by the Customer.

### 12.3 The Company accepts no liability:

- (a) for defective Products unless the Customer notifies the Company of such defect/s, giving a full written explanation of the reasons for suspecting the existence of such defect/s, within 7 days of the date of delivery in respect of the supply of the Products or Specified Service;
- (b) and shall not replace any or any part of the Products which is not delivered within 5 days of the due date for the delivery of the Product unless the Customer notifies the Company within 7 days of the due date of delivery.

### 13 Termination.

13.1 Notwithstanding the provisions of Clause 3 and Clause 4 of these terms and conditions, these terms and conditions may be terminated forthwith by notice in writing by either party, if the other party fails to perform any of its obligations under these terms and conditions, and such failure continues for a period of 14 days after written notice has been served on one party from the other party requesting that the breach be remedied or by the Company if the Customer becomes insolvent.

13.2 If the contract is terminated by the Company because the Customer is insolvent, the Company shall, without prejudice to any other rights and remedies which it may have and without any liability whatsoever, be entitled forthwith upon serving notice in writing to the Customer to cancel all orders and contracts or any part thereof remaining between the Company and the Customer for the sale of Products or the supply of the Specified Service and to enter onto and to have access to the Customer's premises whenever situated, and acting either by itself or through agents appointed by it and using any transport necessary, for the purpose of removing, realising and disposing of any such Products in which ownership has not passed from the Company to the Customer in accordance with Clause 9 of these terms and conditions and the Customer hereby expressly authorises the Company and its agents to enter onto such premises for any such purpose.

### 14. Contract.

14.1 Save as expressly provided no delay by either party in enforcing its rights shall prejudice or restrict the rights of the party, and no waiver of any such rights or of any breach of contractual terms shall be deemed to be a waiver of any other right or any other breach.

14.2 The Customer agrees not assign any of its rights herein without the prior written consent of the Company. The Company shall be entitled to assign its rights herein or sub-contract any of its obligations hereunder to any third party providing that the Company shall remain liable to the Customer for the acts or omissions of such third parties in relation to the sale of the Products or the supply of the Specified Service.

14.3 If any of these terms and conditions or any part of these are judged illegal or unenforceable for any reason, such terms and conditions (or the appropriate part thereof) shall be deleted and the remaining provisions hereof shall continue in full force and effect. 14.4 Any notices given to either party must be in writing and may be delivered personally or by recorded delivery or registered post and will be deemed to have been given 2 Business Days after the date of posting. Notices shall be delivered or sent to the addresses of the parties specified or to any other address notified in writing by either party to the other for the purpose of receiving notices.

14.5 Any inspection or substitution or rectification of, or any advice or assistance given in relation to Products or Specified Service by the Company at any time shall give rise to the Company's normal charges and shall be deemed to be carried out or given without constituting or representing any waiver, concession or variation of these terms or any promise or any acceptance of liability by the Company.

14.6 No provision of these terms and conditions shall be construed as restricting the rights of a Customer who is a consumer in terms of the Unfair Contract Terms Act 1977, the Sale of Goods Act 1979, the Consumer Protection Act 1987, the Sale and Supply of Goods Act 1997 or the Unfair Terms in Consumer Contracts Regulations 1994.

14.7 This Contract and the terms and conditions of sale and supply of services contained herein shall be governed by and construed in accordance with the laws of Scotland.

### 15. Return of Goods

15. Returns: This clause applies exclusively to the sale of Products under this Contract.

15.1 Within 14 days of the date of delivery of the Products, the Customer may return the Products to the Company, provided that:

- (a) the Customer has given written notice to the Company;
- (b) the Products are properly packed in the original packaging;
- (c) the Products are in a saleable condition;
- (d) the Products are accompanied by a detailed packing list; and
- (e) the Products are covered by warranty.

15.2 The Company reserves the right to reject any Products returned which do not comply with the conditions set out in Clause 15.1 or any bespoke Products or otherwise specially made for the Customer.