

STANDARD TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these Conditions

“**Buyer**” means the person, firm, body or company who buys the Goods under the Contract.

“**Goods**” means the goods (including any instalment of goods or any parts for them) which the Seller is to supply under the Contract.

“**Seller**” means **StationeryFix.com** of Nostell Priory, Doncaster Road, Wakefield, WF4 1AB

“**Contract**” means the contract for the purchase and sale of the Goods.

“**Working Day**” means any day of the week excluding Saturdays, Sundays and public holidays.

“**Special Order**” means an order for Goods embodying or utilising material supplied by the Buyer including bespoke goods incorporating the Buyer’s corporate identity, trade mark/name or for Goods similar but not identical to goods in the Seller’s catalogue from time to time.

2. BASIS OF CONTRACT

2.1 These Conditions shall govern the Contract to the exclusion of any other terms or conditions whether put forward by or on behalf of the Buyer or whether implied by law insofar as exclusion of the same is reasonable.

2.2 The placing by the Buyer of any order shall constitute an offer by the Buyer. No contract shall come into existence unless the Seller accepts the Buyer’s order orally or in writing or in the absence of either if the Seller delivers the order in whole or in part. Special Orders will only be considered for acceptance by the Seller until all and any material and/or special instructions or requests have been supplied by the Buyer. The acceptance by the Seller of the Buyer’s creditworthiness.

2.3 All orders submitted by the Buyer must be accurate and made in good time to allow the Seller to perform its obligations under the Contract.

3. ORDERS AND QUOTES

3.1 In accepting a quote or placing an order for the Goods the Buyer acknowledges that all information and specifications relating to the Goods and any material produced by the Seller are approximate only. Any error in any quote, sales literature or other document issued by the Seller may be corrected without any liability to the Seller.

3.2 All orders submitted by the Buyer must be accurate and made in good time to allow the Seller to perform its obligations under the Contract.

4. PRICE

4.1 Any price quoted by the Seller is based upon costs current as at the date of quotation. The price charged to the Buyer under the Contract may be changed to take account of costs current at the date of the invoice. The price for the Goods is exclusive of value added tax, which shall be charged where appropriate at the date prevailing at the relevant tax point.

4.2 The Seller may by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of supplying the Goods which is due to any factor beyond the control of the Seller.

4.3 The price of the Goods does not include delivery to the premises specified in the Buyer’s order: All delivery charges will be listed before point of order.

5. PAYMENT TERMS – Business Accounts Only

5.1 The Seller may invoice the Buyer for all sums due under the Contract after the Seller has (as the case may be) notified the Buyer that the Goods are ready for collection; or delivered or tried to deliver the Goods.

5.2 The Buyer shall pay the Seller’s invoice in full without deduction within 30 days of the date of invoice.

5.3 If the buyer fails to pay on the due date then the Seller (notwithstanding that delivery may not have taken place and that title to the Goods shall not have passed to the Buyer) may sue the Buyer to recover the sum due to it; terminate the Contract; suspend any further deliveries to the Buyer until all debts are paid in full; charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the annual rate of 3 per cent over Natwest Banks Base Rate on a daily basis; and by the Seller giving notice in writing to the Buyer, cancel any other contract between the Buyer and Seller.

5.4 The Seller shall be entitled to charge the Buyer for work carried out, materials specially ordered and any other additional charges incurred by the Seller including storage costs where: at the request of the Buyer work is suspended or as a result of default by the Buyer delayed for 30 days or more; and/or the Buyer cancels a Special Order, and such right of the Seller is without prejudice to any other rights or remedies it may have against the Buyer.

6. SPECIFICATION AND MATERIALS

6.1 The Seller may make any changes in the specification of the Goods to conform with any statutory or European Union requirements or, where the Goods are to be supplied to the Seller’s specification, which do not materially affect their quality or performance. The Seller reserves the right to modify any product, design or construction specification without notice, should this be desirable for any reason.

6.2 All illustrations dimensions and specifications are approximate only and are intended to present a general idea of the Goods and the Seller shall have no liability in respect of any deviations therefrom. In the event of any material error, omission or other defect in the illustration, dimension, specification or price, the Buyer shall be entitled to reject the Goods by giving notice under clause 13.3.

6.3 Proofs of all artwork may be submitted for the Buyer’s approval and the Seller shall incur no liability for any errors not then corrected by the Buyer. The Seller may charge for any additional proofs which it prepares in response to the Buyer’s alterations. When style, type or layout is left to the Seller’s discretion, alterations made by the Buyer shall also be chargeable.

6.4 The Seller shall not be required to print any matter which in its opinions is or may be of an illegal or defamatory nature or any infringement of copyright, patent, design or of any other proprietary or personal or other rights of any third party. The Buyer shall indemnify and keep indemnified the Seller in respect of any claims, demands, damages, costs and expenses, including reasonable legal expenses arising out of any defamatory or illegal matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the Buyer and/or which result in a breach or potential breach of any law, statute, statutory instrument or regulation. This indemnity shall extend to any amounts paid on legal advice in settlement of any claim.

6.5 The Buyer’s property and all property supplied to the Seller by or on behalf of the Buyer shall whilst it is in the possession on the Seller or in transit to or from the Buyer to be at the Buyer’s risk unless otherwise agreed, and the Buyer shall insure accordingly. The Seller shall be entitled to make a reasonable charge for storage of the Buyer’s property left with the Seller prior to the receipt of the order or after the Seller notifies the Buyer of the completion of the work.

6.6 Metal, film, glass and other materials owned by the Seller and used by it in the production of type plates, moulds, stereotypes, film setting, negatives, positives and the like, shall remain its exclusive property. Any such items supplied by the Buyer shall remain shall remain the property of the Buyer.

6.7 The Seller may reject any paper, plate or other materials supplied or specified by the Buyer which appear to the Seller to be unsuitable. Additional costs incurred by the Seller if the materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional costs could have been avoided but for the unreasonable delay by the Seller in ascertaining the unsuitability of the materials then that amount shall not be charged to the Buyer.

6.8 Where materials are supplied or specified by the Buyer, the Seller will take every care to secure the best results using those materials, but the Seller will not be liable for imperfect work caused by defects in or unsuitability of the materials. Quantities of materials supplied to the Seller shall be adequate to cover normal spoilage.

6.9 Where the Goods are designed specifically to demonstrate, the Seller delivers such Goods in a “knocked down” condition for assembly by the Buyer at the Buyer’s own expense.

6.10 All computer software and/or data supplied by the Seller for the purpose of order entry, enquiry or similar processes in connection with trade between the Buyer and the Seller remains the copyright of the Seller. Such data and software may not be passed to any third party without the express written authorisation of the Seller. It shall be the Buyer’s responsibility to ensure that any data maintained on such systems or using such processes complies with the requirements of the Data Protection Act. The Seller shall not be liable for any act of the Buyer which is not in accordance with the terms and conditions of any license issued by the manufacturer, supplier or author of software provided by the Seller.

7. DELIVERY

7.1 The location for delivery shall be as requested in the Buyer’s order. Where delivery is otherwise than at the Seller’s premises, the Seller shall be under no obligation under Section 32(2) Sale of Goods Act 1979. The cost of delivery will be stated on the StationeryFix.com website.

7.2 Any dates for delivery are approximate only and the Seller shall not be liable for the consequences of any delay in delivery. Time for delivery shall not be of the essence.

7.3 Delivery shall be accepted when tendered by the Seller or, where delivery is ex-works the Seller’s premises, upon notification of availability for collection.

7.4 If delivery is required to be made to an address different from that specified in the order or if expedited delivery is agreed, an extra charge may be made to cover any overtime or additional cost incurred by the Seller. However, where payment is made via Credit Card, the delivery will only be made to the card holders address.

7.5 If the Buyer does not take delivery of the Goods or give the Seller adequate delivery instructions then the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage. The Seller shall not owe the Buyer any duty of care under this clause and shall not be liable to the Buyer for any loss, damage or deterioration of the Goods during storage.

7.6 If there is short delivery or damage to the Goods in transit or delivery of incorrect Goods the Buyer shall inform the Seller in writing or orally within 2 working Days from the date of delivery and shall notify the Seller in writing or orally of non-delivery of Goods within 5 days of the date of the Seller’s invoice. The Seller shall at its option either make good the whole or part of the price (and where relevant, as a deduction from any part of the price remaining unpaid) or by replacement any such non-delivery short delivery or damage notified as aforesaid and save as provided in this Condition 7.6 shall not be liable for any such non-delivery short delivery or damage in transit nor for any loss, financial or otherwise resulting directly or indirectly therefrom. In no event shall the Seller be liable to the Buyer in connection with any damage or loss in transit where delivery takes place at the Seller’s premises.

7.7 Where the order is for Goods to be called-off by the Buyer, if any of the agreed minimum quantity of goods has not been called off within the agreed period from the date of the order acknowledgement, the Seller may store the remaining Goods at the Seller’s premises or elsewhere at the Buyer’s risk, and to charge the Buyer for the reasonable cost (including insurance) of storage. At the Seller’s option the Seller may destroy the Goods if the Seller has first given 5 working days notice of its intention to do so and the Buyer has filed to respond to that notice requesting delivery of the remaining Goods. In such circumstances, the Company reserves the right to invoice the Buyer for the full price of the Goods destroyed together with the cost of destruction.

- 8. RISK**
Risk of damage or loss of the Goods shall pass to the Buyer on delivery or, if the Buyer fails to take delivery of the Goods, the time when the Seller has tried to deliver the Goods or when the Seller advises the Buyer for the full price of the Goods are available for collection.
- 9. RETENTION OF TITLE**
- 9.1** Notwithstanding delivery and the passing of risk, property in and title to the Goods shall remain in the Seller until the Seller has received payment of the full price in cleared funds of (a) all Goods the subject of the Contract and (b) all other goods supplied by the Seller to the Buyer under and other contract whatsoever.
- 9.2** Until title passes to the Buyer, the Buyer shall keep the Goods separate from those of the Buyer and third parties and properly store, protected, insured and identified as the Seller's property.
- 9.3** If the goods are destroyed before the Buyer pays in full for any of the Goods, the Buyer shall hold the proceeds of any insurance claim relating to the Goods as trustee for the Seller and shall pay the proceeds to the Seller immediately.
- 9.4** Until ownership of the Goods passes to the Buyer, the Seller may at any time forthwith revoke the Buyer's power to deal with the Goods, and it shall automatically cease if the Buyer shall commit or be subject to any of Action of Insolvency as defined in clause 14.1.
- 9.5** Upon termination of the Buyer's power to deal with the Goods, the Buyer shall place the goods at the disposal of the Seller and the Seller and its servants and agents are hereby irrevocably authorized without the need for the consent of any third party buy using only such force as may be necessary, to enter upon any premises of the Buyer or and third party where the Goods are reasonable thought to be stored for the purpose of removing the Goods
- 9.6** If the Seller recovers the Goods it may resell the Goods. If the proceeds of sale are more than the amount due to the Seller from the Buyer the Seller may use the balance to pay the costs of taking possession and selling the Goods. If on resale the proceeds of sale are less than the amount due to the Seller, the Seller may recover the shortfall from the Buyer.
- 9.7** The Buyer shall not assign, factor or charge any of the Goods or any invoice for the Goods which remain the property of the Seller. If the Buyer does so then all moneys owing by the Buyer to the Seller shall become due and payable immediately.
- 9.8** The Buyer shall not be deemed to be the Seller's agent for any purpose other than to give effect to this clause 9.
- 10. RETURNED GOODS**
The buyer has the right to return goods when damaged or faulty. If the buyer wishes to return a product, StationeryFix must be notified within 2 working days. In addition, there will be a £3.95 collection fee and a 25% handling charge of the total invoice value.
- 11. INTELLECTUAL PROPERTY**
All intellectual property and other proprietary rights (including, but not limited to, copyright and trademarks) and all technical, business or similar information (including but not limited to, all designs, documents and other materials relating to the Goods) created by the Seller during the course of the Contract shall be, and shall remain, the property of the Seller only.
- 12. CONFIDENTIALITY**
The Buyer shall keep the Contract confidential and shall not disclose details of it to any third party without the Seller's prior consent in writing. The Buyer agrees not to copy or disclose to any third party any drawings, price details or other technical papers supplied by the Seller under this Contract which will remain the property of the Seller and must be returned to the Seller on demand.
- 13. WARRANTY AND LIABILITY**
- 13.1** Nothing in these Conditions shall operate so as to exclude the Seller's non-excludable liability in respect of death or personal injury caused by the negligence of the Seller its servants or agents; the application of Section 12 of the Sale of Goods Act 1979 and/or liability for fraudulent misrepresentation of the Seller.
- 13.2** The Seller warrants that all Goods will be free from defects on delivery.
- 13.3** If the Seller is in breach of the warranty contained at clause 13.2, the Buyer shall advise the Seller in writing immediately and in any case not later than 5 Working Days from the date of discovery of the defect. The packaging and Goods which are the subject of such notice shall be retained by the Buyer for inspection by the Seller.
- 13.4** On receiving a notice under clause 13.2, the Seller may at its sole option replace all or any part of the defective Goods; or refund the price of those Goods which are defective.
- 13.5** The warranty contain in clause 13.2 shall be the extent of the Seller's liability for defective Goods.
- 13.6** The Seller shall not be liable to the Buyer in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Buyer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Seller its servants or agents, in a sum which is greater than the lower of £500,000 or the amount paid by the Buyer to the Seller for Goods during the year prior to the event giving rise to the claims.
- 13.7** The Seller shall not be liable to the Buyer in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or anticipated profits or expected future business and/or loss of production and/or damage to reputation or goodwill or loss of nay order or contract or any indirect or consequential (including economic) loss of any kind which the Buyer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Seller, its servants or agents.
- 13.8** Save as expressly provided in these Conditions, all implied warranties or conditions are excluded to the fullest extent permitted by law and the Seller will not be liable to the Buyer for any loss of any kind whatsoever which arises out of the breach of implied warranties or conditions or breach of any other duty of any kind imposed on the Seller by operation of law.
- 14. TERMINATION AND SUSPENSION**
- 14.1** Without prejudice to any rights and remedies available to it, the Seller shall be entitled, forthwith on written notice to the Buyer either to terminate the Contract wholly or in part and/or any other contract with the Buyer or to withhold performance of all or any of its obligations under the Contract and/or any other contract with the Buyer (and on the giving of such notice all monies outstanding from the Buyer to the Seller shall become immediately due and payable): (1) if any sum owing to the Seller from the Buyer on any account whatsoever shall be unpaid after the due date for payment (in which event the Seller shall have a general lien for any such sum on all and any property of the Buyer in its possession or: (2) commits or suffers any Act of Insolvency which means any one or more of the following namely the passing of a resolution or the presentation of a petition for winding-up, bankruptcy or for the appointment of an administrator, the appointment of a receiver and/or manager or administrative receiver over the whole or any part of the Buyer's undertaking and assets, the making of a proposal for a voluntary arrangement within the Insolvency Act 1986 or of a proposal for any other composition scheme or arrangement with or the calling by the Buyer of any meeting of its creditors generally, the levying of execution or distress or diligence of any of its assets, the failure to pay its proper debts as and when due and anything analogous to any of the foregoing under the law of the jurisdiction where the Buyer is established; and/or (3) the Buyer shall commit any breach of any contract (including without limitation of the Contract) with the Seller. In the event of a suspension or performance the Seller shall be entitled, as a condition of resuming performance, to require pre-payment, or such security as it may require.
- 14.2** Where a Contract relates to the printing of a periodical publication, the Contract may not be terminated by either party unless (in the case of periodicals published monthly or more frequently) 13 weeks prior written notice is given; and (in the case of any other periodicals) 26 weeks prior written notice is given to the other party; and wherever possible such notice being given after the completion of the work on any one issue. For the avoidance of doubt, this clause remains subject to the provision of clause 5.3.
- 14.3** On termination, the Buyer shall pay immediately to the Seller all costs, expenses (including legal and other fees incurred), arrears, charges or other payments arising in respect of the Goods under the contract and the Seller shall invoice the Buyer for work already carried out (whether completed or not) and materials purchased by the Seller in respect of Customer orders and all invoices shall be immediately due and payable.
- 14.4** Termination shall not affect either party's accrued rights under the Contract.
- 15. GENERAL**
- 15.1** Any notice required under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or any other address notified by the receiving party to the party giving the notice. Any notice shall be deemed to be served if sent by pre-paid first class post to the party to whom it is given, on the second Working Day after posting; if sent by fax to the recipient's fax number at the date and time giving on the Sender's transmission acknowledgement slip or (in the case of manifest error or loss of the slip) on receipt; or if sent by e-mail, at the date and time given on the sender's hard copy of the sent message.
- 15.2** If any of these Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 15.3** The Contract and these Conditions shall be under English law and the parties submit to the exclusive jurisdiction of the English Courts save in the case of a Buyer who has no assets within the jurisdiction of the English Courts and/or who is established in a country which will not enforce the judgement of the English Courts. In those circumstances any disputes arising out of the Contract to arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, such arbitration to take place in Sheffield.
- 15.4** The Buyer shall not transfer, assign or sub-contract its obligations under the Contract without the Seller's prior consent in writing.
- 15.5** Failure or neglect by the Seller to enforce at any time any of these Conditions shall not be a waiver of the Seller's rights and it shall not affect the validity of the whole or any part of these Conditions or prejudice the Seller's right to take subsequent action.
- 15.6** For the avoidance of doubt save as expressly provided herein nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provision of these Conditions.
- 15.7** Neither party shall have any liability for any failure to perform or for any delay in the performance (other than as to payment) of any of its obligations under the Contract caused by any factor beyond its reasonable control.