

**TERMS AND CONDITIONS**  
OfficeTechHub Ltd (The Seller)

**1. FORMATION AND INTERPRETATION OF CONTRACTS**

a. All contracts of sale of goods or services (but excluding any 'cloud' services and support contracts covered by their own individual contracts) made by OfficeTechHub Ltd (The Seller) shall be deemed to incorporate these conditions. No contract, and no purported variation of or addition to these conditions or any contract is effective unless and until the Seller so agrees in writing signed by the Managing Director of the Seller or by some other person authorised by him in writing.

b. These conditions shall override and take the place of any other terms and conditions of any document or other communication used by the buyer in concluding the contract with the Seller. If any contract is made on the basis of any INCOTERMS or similar terms these conditions shall prevail in the terms of any inconsistency.

c. The application of the uniform laws on international sales shall be excluded. The construction, validity and performance of all contracts shall be governed by English law and any claim or dispute arising from them shall without prejudice to the seller's other rights be subject to the jurisdiction of and the determination by the English Courts.

d. The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or the remaining provision. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of each severance.

e. The heading used herein are for convenience only and shall not effect construction and "Liabilities in relation to 'means' all Liabilities, losses, damages costs (including without limitation legal costs on a full indemnity basis and VAT expenses actions. Claims proceedings and demand whatsoever arising directly or indirectly out of or in connection with"

**2. PRICES**

Unless otherwise expressly stated in writing by the Seller orders are accepted on the basis that:

a. The price stated is the net price of the goods (after deduction of any discounts) for delivery in accordance with the contract and overrides any quotation.

b. The price is exclusive of value added tax and any other impositions whatsoever which if applicable shall be paid by the buyer in addition: and

c. The Seller may without notice adjust the price stated to take account of any change in specification made at the Buyers request or any change before the date of delivery in the cost to the Seller of labour, materials, subcontracted services, transport, foreign currency or import or export duties or tariffs which directly affect the cost to the Seller to supply the goods.

**3. PAYMENT**

a. Unless otherwise expressly stated prices are due and payable to and such address or bank account as may be designated by the Seller without set off or counterclaim in United Kingdom sterling immediately available funds 7 days after delivery. Payment by cheque or other negotiable instrument is ineffective until it is honoured and the Seller's bank account is credited with the amount due.

b. Time of payment is the essence of every contract. On failing to make full and prompt payment, the Buyer shall (without prejudice to any other right of the Seller) become liable to pay the Seller interest on the amount due at five per cent + per annum above the basic rate from time to time of the National Westminster Bank Plc calculated from the date of due payment until the date of actual payment before and after (as a separate continuing obligation not merging with) any judgement.

c. If the Buyer pays any amount to the Seller without apportioning it between specific debts or liabilities it shall be apportioned as the Seller thinks fit. The Seller may attribute a partial payment to one or more specific items, rather than to all the items which are the subject of a particular contract.

d. Payment made via credit card will incur an additional 2.5% fee.

**4. DESPATCH AND DELIVERY**

a. Any stated delivery date is an estimate only. The Seller will use all reasonable endeavours to meet any such date but shall not otherwise incur any liability whatsoever (in contract, negligence or otherwise) for any loss or damage resulting from delay howsoever caused.

b. Except insofar as the contract expressly provides otherwise, the Seller may select the method and charge the Buyer for the cost of carriage.

c. Even if the price includes carriage the risks in the goods shall pass to the Buyer upon transfer at the Sellers premises onto the Carrier's or the Buyers transport save that where the contract is stated to be f.o.b. or c.i.f. risk shall pass to the Buyer when the goods are delivered onto the shop or aircraft. If the goods are to be transported by the Seller, risk shall pass to the Buyer on delivery at the Buyers premises.

d. The Buyers shall keep the goods fully insured in their full replacement value against all risks prudently insured against and in good repair and condition between risk and property passing and shall on demand produce evidence thereof. If the Buyer fails to insure, the Seller may do so instead on behalf of the Buyer, who shall reimburse the Seller on demand until the full price has been paid. The Buyer shall hold in trust for the Seller the policy and proceed of insurance.

e. In contracting for carriage and/or insurance of the goods in transit, the Seller shall be deemed to act solely as agent of the Buyer and section 32(2) and (3) of the Sale of Goods Act 1979 shall not apply.

f. The contract will state, or before despatching any goods in for delivery other than at the Sellers premises the Seller will send to the Buyer an advice note stating the expected date of delivery. If the goods are not delivered or on delivery are damaged or short the Seller shall in no event be liable unless the Buyer:

i. Notifies the Seller and the carrier in writing within 4 days of the date of the delivery or in the case of non-delivery 14 days of the expected date of delivery so stated: and

ii. In the case of short or damaged deliveries it gives the Seller a reasonable opportunity to inspect the goods as and where delivered

The Buyer may not reject the goods by reason of short delivery.

g. The Buyer shall on demand pay the Seller for and/or indemnify the Seller against all liabilities in relation to any storage handling insurance or other services provided or used by the Seller because the Buyer or carrier fails to accept delivery of the goods when tendered and the Seller shall have a lien over the goods in respect thereof.

**5. PROPERTY**

a. Notwithstanding delivery of the goods or any document representing them. The Seller reserves the right of disposal of each item of the goods and the property therein shall not pass to the Buyer until:

i. Receipt by the Seller of payment in full for such item plus any default interest thereon or if earlier

ii. Sale by the Buyer of such item to any independent third party on arms length terms in the ordinary course of business (which sale shall be by the Buyer as principal and not as agent for the Seller)

b. Pending the passing of property the Buyer shall be bailee of the goods and

i. Shall not dispose of, charge or encumber the goods or any interest therein or purport to do so other than under (a) (ii) above and

ii. Shall deal and be deemed to deal with the goods and other goods of the same type supplied by the Seller in the order in which they are delivered and shall store them separately or mark them so that they may be readily identified as the Sellers property.

**6. SPECIFICATIONS DESCRIPTIONS AND DRAWINGS**

a. All specifications descriptions, drawings and samples of goods are approximate only being indented to serve merely as a guide, and so the Seller shall not be liable for accuracy, the Seller without limitation alter the goods to introduce improvements and no contract shall be a contract by description and/or sample.

b. All drawings, models and similar items prepared by the Seller and the copyright therein shall remain the property of the Seller and shall be returned by the Buyer on demand all know how, Samples, models, designs and drawings relating to the goods or their development or creation shall remain the Sellers property shall be treated as confidential and shall not be copied reproduced or disclosed to any third party without the Sellers prior written consent.

**7. WARRANTY**

The Seller warrants that if any goods supplied by the Seller are defective, as to material or workmanship not caused wholly or partly while at the Buyers risk by wilful default, accident, improper storage or use or failure to follow instructions the Seller shall make good the defect without charge by repair or (at the Sellers discretion) replacement provided that the Seller (acting reasonably) is satisfied that the goods are so defective and they are returned to the Sellers premises carriage paid immediately the Buyer becomes aware of the defect, subject to the goods having been paid in

accordance with clause 3(a) herein returned in the original packaging and the defect notified is within the warranty period of 12 months from the date of delivery to the buyer of the said item.

**8. LIMITATION AND EXCLUSION OF LIABILITIES**

a. The Seller's obligation and liabilities to the Buyer in respect of the goods shall be limited to those set out expressly herein and those implied (as to title etc) by section 12 of the Sale of Goods Act 1979 and, where the contract is not an international supply contract within section 26(3) of the Unfair Contract Terms Act 1977, any liability for death or personal injury resulting from negligence (as defined in the act) of the Sellers the Buyer acknowledges that this is reasonable and reflected in the price and shall accept risk and/or insure accordingly.

b. Subject to and without limiting (a) above no collateral contract no representation warranty, condition stipulation liability obligation whatsoever (without limitation whether arising)

i. In contract, tort (including negligence) or otherwise or

ii. Expressly implied at common law, by statute custom usage or course of dealing or otherwise is given made or undertaken by the Seller or its employers without limitation in relation to their description correspondence with sample, state conditions, quality, performance, safety, merchantability, fitness for any particular purpose or other characteristic on delivery or at any other time, all of which are hereby excluded and extinguished and otherwise waived by the buyer.

c. Subject to and without limiting (a) and (b) above

i. The Seller shall not be liable under or in connection with this agreement whether in contract, tort otherwise (including liability in negligence) for any indirect or consequential loss, including but not limited to, corruption or destruction of data, any business, revenue or profit, anticipated savings or for any other financial loss whatsoever.

ii. The Buyer shall not rely upon any representation concerning goods supplied unless the same have been made by the Seller in writing.

**9. HEALTH AND SAFETY AT WORK**

The Buyer shall be solely responsible for and shall keep the Seller indemnified against all liabilities incurred by the Seller in relation to any use of the goods other than in strict accordance with the Seller's operating instructions.

**10. FORCE MAJEURE**

Whilst the Seller intends to use all reasonable endeavours to perform, the Seller may terminate, cancel, rescind and/or suspend and/or reduce the quantities to be supplied under any contract in any way adversely affected by any cause whatsoever beyond the Sellers reasonable control including, without limitation, any war, riot, Civil commotion, strike lock-out, sit-in, trade dispute, flood, accident to plant and machinery or shortage of any material, labour electricity or other supply.

**11. ASSIGNMENT**

The Buyer shall not assign, mortgage, charge, sub-let or otherwise dispose of any contract or any rights there under in whole or in part without the Seller prior written consent. Any of the same purported to be effected without such consent shall be void.

**12. EVENTS OF DEFAULT TERMINATION REPOSSESSION SUSPENSION**

If

a. The Buyer fails to pay the price promptly or otherwise breaches any contract with the Seller and the breach. If remediable and previously notified to the Buyer is not remedied within seven days.

b. The Buyer is for statutory purpose deemed or appears to be unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities including contingent and prospective liabilities or the Buyer otherwise becomes or suspends payment or threatens to do so.

**c. STEPS ARE TAKEN TO**

i. Propose any composition scheme of arrangement comprise or arrange involving the Buyer and its creditors generally.

ii. Obtain an administration order to appoint any administrative receiver or manager in relation to, or put in force any legal process against the Buyer or any of its property.

iii. Enforce any charge or other security over the buyer's property.

iv. Repossess any goods in the Buyers possession under any agreement or

v. Wind up or dissolve the Buyer:

d. Where the Buyer is an individual or partnership, he or any partner dies or any steps are taken with a view to make a bankruptcy order against him or any partner or

e. Outside England and Wales anything corresponding to any of the above occurs

Then the Buyer shall notify the Seller forthwith and shall be deemed to have repudiated each contract with the Seller who may (at its discretion and without prejudice to its other rights hereunder or otherwise) by and/or following written notice to the Buyer do any one or (to the extent not inconsistent with the other) more of the following:

1. Terminate, cancel and/or rescind the contract and any other contract with the Buyer

2. Revoke any express or implied authority to possess, sell use or consume any goods the property in which has no passes to the Buyer ("relevant goods")

3. Require the Buyer to deliver to the Seller any relevant goods:  
and the Buyer shall do so. Failing which the Seller may repossess them enter, the premises where they are thought to be and sever them therefrom, without liability the Seller against all liabilities in relation thereto:

4. Re-sell any relevant goods or transfer the property in them to the Buyer.

5. Declare (whereupon there shall forthwith become) immediately due, payable and interest bearing under condition 3(b) above any amounts owed by the Buyer to the Seller under any contract:

6. Suspend any deliveries to be made under the contract with the Buyer:

7. Proceed against the Buyer for the price of the goods and/or damages.

### 13. FORBEARANCE

The Sellers rights shall not be prejudiced or restricted by any indulgence or restricted by any indulgence or forbearance extended to the Buyer and no waiver in respect of any subsequent breach.

### 14. INDUSTRIAL PROPERTY

a. The Seller shall not be liable for any infringement or restricted by any industrial property rights caused by the goods or their use or sale by the Buyer. The Buyer shall forthwith notify the Seller of any allegation of any such infringement. The Seller may at its own expense conduct any negotiations or proceeding arising from any such allegation and the Buyer shall assist therein.

b. The Buyer shall not without the Sellers prior written consent allow any trade marks of the Seller or other words or marks applied to the goods to be obliterated obscured or omitted or add any additional marks or words.