

Metal Office Equipment Limited terms and conditions of Sale

1. Definitions

The "Buyer" means the Account Applicant or person who buys or agrees to buy Goods from the Seller.

The "Seller" means Metal Office Equipment Limited.

"Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

"Goods" means any items offered for sale by Metal Office Equipment Limited and requested by the "Buyer".

"Order" means the "Buyer's" request to purchase any Goods. This includes Standing Orders and/or Subscriptions.

"Price" means that amount quoted in Metal Office Equipment Limited current price list, or quotation, plus delivery costs and any applicable Value Added Tax or other taxes or duties.

"Force Majeure Event" means any circumstances beyond Metal Office Equipment Limited reasonable control, including (but not limited to) accidents, flood, fire, natural disasters, industrial disputes, as a result of which the Goods are unavailable.

"Website" means Metal Office Equipment Limited Website to be found at <http://www.metaloffice.co.uk>.

2. Conditions

2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.

2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions, which shall prevail over any other document or communication from the Buyer.

2.3 If any amendments to this terms and conditions are required then they are to be confirmed in writing by Metal Office Equipment Limited.

2.4 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

3. Orders

3.1 All Buyers orders are subject to acceptance by the Seller, in the form of a written customer acknowledgement, and are subject to our general terms and conditions, which are available upon request.

3.2 Any additional or any conflicting terms and conditions set out in the Buyer's purchase order shall be null and void and shall not form any part of any contract between the Seller and the Buyer.

4. Prices

4.1 The Price shall be that on the Seller's current list price, Website, or if applicable the price contained in the Seller's Quotation.

4.2 Should the Goods price change between receipt of order and dispatch, the buyer will be notified and given the opportunity to cancel the order and receive a full refund if applicable.

4.3 All Prices are exclusive of VAT and charges for packing, delivery, postage and carriage shall be paid in addition, where appropriate.

5. Payment

5.1 In the case of new accounts, payment must be made in full, by proforma payment, at the time of order placement, unless, a separate written agreement by the Seller is in place.

5.2 In the case of all other sales, subject to the Buyer maintaining a credit status acceptable to Seller, payment of all invoices is due 30 days nett from the date of invoice.

5.3 Time of payment shall be of the essence, and any failure to pay shall entitle the Seller, at its option, to treat the Contract as repudiated by the Buyer, or to delay delivery until paid in full.

6. Interest on Overdue Invoices

6.1 If payment is not received by the due date on the invoice, interest will be charged at 2% per calendar month, above Barclay's Bank PLC base lending rate, from the due date for payment, and until payment is received.

7. Ownership and Risk

7.1 The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods, and if applicable, any charges for packing, postage and Carriage.

7.2 Until ownership of the Goods has passed to the Buyer, the Buyer is responsible for taking all necessary steps to prevent damage, loss or harm to the Goods and shall insure the Goods at the their expense and for the benefit of the Seller.

7.3 The Buyer will hold the Goods as bailee and will resell them on the Sellers behalf, if instructed to do so. If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

7.4 If the Buyer becomes insolvent before the Seller has received full payment for the Goods, the Seller may take the Goods back at the Buyers expense. In the event that Buyer becoming insolvent, the Buyer authorises the Seller or Sellers agents or representatives to enter the Buyers, or Buyers clients premises in order to take back the Goods or to inspect the Goods.

7.5 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer. but kept at the Seller's premises at the Buyer's request.

8. Damaged or Defective Goods

8.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 48 hours of delivery, if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods.

8.2 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer, intact, together with the original packing at the Buyer's risk and either be retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods or at the Seller's option returned by the Buyer to the Seller who will refund the cost of delivery and packing to the Buyer if the Goods are in fact defective.

8.3 The Buyer is required to send an electronic photograph of any damage within 48 hours.

8.4 The Buyer will be liable for the cost of remedying any damage to the Goods, where such damage has, in the opinion of the Seller, been caused by the Goods being incorrectly handled, transported, stored or installed.

8.5 Goods deemed to be damaged by the Buyer must be paid for in full. The transport costs for the return of the goods and repair costs must be met in full by the Buyer.

8.6 Claims for damage, 48 hours after the receipt of the Goods, will not be considered.

9. Warranty and Liability

9.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or

condition of the Goods, whether implied by Statute, Common Law or otherwise are excluded and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

9.2 While every effort is made to ensure that the Goods specifications on the Website, price list and any other documentation are accurate, the Seller may add or remove functionality on the Goods as they are developed. Inevitably there will be a delay before the Goods descriptions are updated to reflect any changes. Therefore, it is highly recommended that an evaluation of the chosen Goods is carried out to ensure that it meets your functional requirements prior to purchase.

9.3 Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

9.4 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions or misuse

10. Delivery

10.1 The cost of the delivery of the Goods is excluded from price list, web site or quotation unless otherwise stated.

10.2 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence, and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date and time.

10.3 Delivery of the Goods shall be made to the Buyer's address or nominated address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

10.4 All deliveries exclude any form of installation of the goods, unless otherwise agreed in writing and via a separate quotation.

11. Cancellation of orders

11.1 The Buyer may cancel an order, up to 48 hours, after receiving the customer order acknowledgement, without incurring costs, providing;

11.1.1 The cancellation is in writing, acknowledged by the Seller, and the delivery or collection date for the goods is at least working 7 days hence.

11.1.2 The goods were standard design and no custom samples have been manufactured.

11.2 Request for cancellation of an order after 48 hours and within 120 hours incurs an administration charge of 10% providing;

11.2.1 The cancellation is in writing, acknowledged by the Seller, and the delivery or collection date for the goods is at least working 7 days hence

11.2.2 The goods were of standard design and no custom samples have been manufactured.

11.2.3 Manufacture of the goods has not commenced.

11.3 In the event of 11.1.1, and 11.1.2, or 11.2.1, 11.2.2, 11.2.3 not being applicable, the order value of the goods must be paid for in full.

11.4 Cancellations 120 hours after the customer order acknowledgement must be paid for in full.

11.5 Goods ordered in error can only be cancelled if Conditions 11.1.1, and 11.1.2 or 11.2.1, 11.2.2 and 11.2.3 are fully met.

12. Force Majeure

12.1 In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

13. No Waiver

13.1 The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

14. Intellectual Property & Specification

14.1 All text, notes, illustrations and images reproduced on the Sellers Website, price list or any other documentation are the copyright of the author and are protected by intellectual property law worldwide. In accordance with the provisions of Intellectual Property legislation, private use only is permitted and any other use without the prior authorisation of the Seller is an infringement of the author's copyright and a violation of intellectual property rights.

14.2 Metal Office policy is one of continuous improvement and the Company reserves the right to make reasonable changes to product specifications at its discretion, which may include dimensions, form or function etc.

15. Miscellaneous

15.1 Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

15.2 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.