

TERMS AND CONDITIONS OF SALE

1. GENERAL

- i. For the purpose of these conditions, the term Haywood Office Services shall mean Haywood Office Services Limited.
- ii. The term Customer shall mean any other party, to which Haywood Office Services shall offer a quotation, offer of sale or contract.
- iii. Invoice shall mean the document despatched from Haywood Office Services to the Customer requiring payment, which will be deemed to include these terms and conditions of sale.
- iv. Proforma Invoice shall mean the document despatched from Haywood Office Services to the Customer requiring payment to Haywood Office Services before shipment of Goods or before being manufactured as agreed at the time.
- v. Order shall mean the goods requested by the Customer and transmitted to Haywood Office Services in any form bearing the Customers name, address and official Order Number.
- vi. Delivery note or Advice note shall mean the document accompanying the goods in their despatch and delivery from Haywood Office Services to the Customer.
- vii. No conditions or stipulations in or attached to any form of order to Haywood Office Services by the customer which is inconsistent with these Conditions or which adds to or modifies them in any way shall have no effect.
- viii. No person in the employ of Haywood Office Services or acting or purporting to act as an agent of Haywood Office Services has the authority to accept orders or supply goods on any conditions other than these conditions in any way whatsoever, except by written agreement between the Customer and a Director of Haywood Office Services.

2. PRICES AND QUOTATIONS

- i. All prices listed in Haywood Office Services price lists issued from time to time are correct at the time of print, E.O.&E. Haywood Office Services will make all reasonable endeavours to ensure that goods are available at these prices. Haywood Office Services cannot be held responsible if supplies are unobtainable or otherwise unsaleable.
- ii. All quotations are valid for a period of 30 days unless otherwise agreed in writing, subject to clause viii. in section 1 above.
- iii. Proforma invoices are valid for the period stated thereon. If no period is stated the prices quoted are valid until the end of the month in which the invoice was raised.
- iv. All prices quoted are subject to the addition of Value Added Tax at the prevailing rate at the time of despatch.

3. PAYMENT AND SETTLEMENT TERMS

- i. Customers wishing to open credit facilities with Haywood Office Services may do so by completing the Haywood Office Services credit application form and furnishing two commercial references and one Bankers reference. Payment shall be made to the Company as follows: 50% payment with order, balance within 30 days of invoice date.
- ii. Haywood Office Services reserves the right to decline any application for credit facilities without any reason
- iii. Credit accounts are subject to settlement by the Customer within 30 days from the end of the month of invoice
- iv. If the Customer fails to make payment by the due date, then, without prejudice to any other right or remedy available to Haywood Office Services, all sums owed to Haywood Office Services by the Customer on account or otherwise, shall immediately become due and payable in full and Haywood Office Services shall be entitled to:
 - a. Cancel the contract or suspend any further deliveries to the Customer.
 - b. Appropriate any payment made by the Customer to such of the goods (or goods supplied under any other contract between Haywood Office Services and the customer) as Haywood Office Services may think fit (notwithstanding any purported appropriation by the Customer); and
 - c. Charge the Customer interest (both before and after any payment) on the amount unpaid at 3% above the prevailing base rate and permitted by law until payment is made (a part of a month being treated as a full month for the purpose of calculating interest)
- v. If the customer does not have a credit facility with Haywood Office Services payment will be accepted by Banker's draft or Credit Card (a charge will be applicable for this service). In the case of customer collection, goods will only be released when cleared funds are received in Haywood Office Services Bank account or at the Discretion of Directors.
- vi. The time for payment of the price shall be the essence of the contract and Haywood Office Services shall be entitled sue for the price of the Goods, notwithstanding that delivery may not have taken place or that the property in the goods has not passed to the customer.
- vii. Haywood Office Services does not give any discount for prompt or early payment of invoices or monthly statements unless an agreement has been made.
- viii. The Customer shall not withhold payment on account of any claim the Customer may have against Haywood Office Services.

4. RETENTION OF TITLE

- i. Before entering any agreement with Haywood Office Services for the purchase of Goods. The Customer expressly warrants that he is not insolvent and has not committed any act of Bankruptcy and knows of no circumstance which would entitle any debenture holder to appoint a receiver, administrative receiver, or liquidator, to petition for a winding up order or exercise any other rights over or against the or liquidator, to petition for a winding up order or exercise any other rights over or against the company's assets.
- ii. Risk in Goods the subject of any agreement by Haywood Office Services to sell, which means without limitation any order, shall pass to the customer immediately upon delivery, be this to the customer premises, upon collection from Haywood Office Services or to an agreed third-party address. The customer shall insure such goods against loss and damage naming Haywood Office Services as loss payee and shall produce to Haywood Office Services evidence of such insurance upon request.
- iii. Such Goods shall remain the sole and absolute property of Haywood Office Services as legal and equitable owner until such time as the Customer shall have paid Haywood Office Services the agreed price together with the full price of any other Goods the subject of any other contract with Haywood Office Services and Haywood Office Services may reclaim such Goods as soon as the payment for them becomes overdue, without having to rescind the contract with the customer. The customer acknowledges that he is in possession of the goods solely as bailee for Haywood Office Services until such time as payment is received as defined in section 3.
- iv. In order to protect Haywood Office Services's interests in Goods for which payment in full has not been received, the Customer shall, if called upon to do so, register a charge in favour of Haywood Office Services on such Goods or a floating charge in favour of Haywood Office Services on the customers business
- v. Until such time as the customer becomes owner of the Goods, he will store them on his premises separately from all other Goods and identify them by suitable marking or labelling as the Goods of Haywood Office Services and will take all steps necessary to protect the interests of Haywood Office Services in the Goods.
- vi. The Customer's right to possession of the Goods for which payment in full has not been received shall cease in the event of his insolvency. Haywood Office Services may, in such event, stop the Goods in transit after parting with possession of them or, for the purpose of recovery of its Goods, enter upon any premises where they are stored or where they are reasonably thought to be stored and may re-possess the same.
- vii. The customer shall not cause or permit any of Haywood Office Services's Goods to be incorporated in or affixed to any building until the Customer has paid Haywood Office Services in full for such Goods.
- viii. Until such time as the customer becomes the owner of the Goods and subject to the terms hereof, the customer is licensed by Haywood Office Services to process the said Goods in such fashion as he may wish and/or incorporate them in or with any other product or products subject to the express condition that the new product or products or any other article or item whatsoever containing any part of the said Goods shall be separately stored and marked so as to be identifiable as being made from or with the Goods which are the property of Haywood Office Services
- ix. If Goods, which are the property of Haywood Office Services, are admixed with Goods which are the property of the Customer or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of Haywood Office Services. If Goods which are the property of any other person other than the Customer are processed with or incorporated therein the product thereof shall become or shall be deemed to be owned by Haywood Office Services in common with that other person.
- x. The Customer shall not sell or permit to be sold any of Haywood Office Services's Goods or any interest therein in any Goods produced with or from Haywood Office Services's Goods as described in clause vii and ix unless:
 - a. It is a bona fide sale to an independent party affected in the normal course of its business it being agreed that in exercising such power of sale the Customer shall (as between the Customer and Haywood Office Services) effect such sale as agent for Haywood Office Services. If such sale by the Customer is on credit, the Customer shall inform such independent party that the Goods remain the property of Haywood Office Services until such time as the price thereof has been paid in full to Haywood Office Services or it's assignee, and the customer shall be deemed to have assigned his claim against such independent party to Haywood Office Services to the value of the price not yet paid to Haywood Office Services or it's assignee.
 - b. The Customer agrees to indemnify Haywood Office Services for any liability incurred by Haywood Office Services as principal.
 - c. The Customer shall immediately on receipt of the entire proceeds of such sale ('the proceeds') account to Haywood Office Services or it's assignee for the price payable to Haywood Office Services or it's assignee for such Goods of Haywood Office Services and any other costs of carriage, insurance or other costs borne by Haywood Office Services in respect thereof.

- d. The Customer shall, until receipt by Haywood Office Services or it's assignee of the proceeds, hold the proceeds in trust for Haywood Office Services or its assignee and pay the proceeds into a bank account in the name of Haywood Office Services or it's assignee and the Customer shall not credit any monies other than monies received on the sale of such Goods of Haywood Office Services to such account or draw on such account except for the purpose of paying Haywood Office Services or it's assignee the price payable as described in subclause c. above and no other funds shall be credited to such account. The interest accrued on such account shall be paid to Haywood Office Services or it's assignee.

5. CARRIAGE AND DELIVERY

- i. Haywood Office Services reserves the right to charge carriage on deliveries as appropriate. And in any case on all orders of less than £2000.00 net value.
- ii. Delivery dates are given in good faith by Haywood Office Services to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the times stated in any communication by and on behalf of Haywood Office Services.
- iii. Where Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Haywood Office Services to deliver any one or more of the instalments in accordance with these conditions or any claim by the Customer in respect of any one or more instalments, shall not entitle the Customer to treat the contract as a whole repudiated.
- iv. No liability for direct or consequential loss or damage arising from delay in delivery of the Goods howsoever caused will be accepted.
- v. The Customer shall:
 - a. Check all Goods delivered by or on behalf of Haywood Office Services and sign the delivery note for the Goods at the time of delivery.
 - b. Mark any discrepancies between the Goods Ordered and Goods delivered and inform Haywood Office Services within three days of the delivery. Such discrepancy to include claims for damaged Goods.
- vi. Any claims for discrepancies or damaged Goods must be submitted to Haywood Office Services in accordance with subclause a. and b. above, each claim submitted to Haywood Office Services must include full particulars of the order, the delivery/advice note and full details of the claim. Claims will not be accepted by Haywood Office Services if they are not submitted within three days of delivery. Submission of a claim within three days does not necessarily mean that Haywood Office Services will accept liability in relation to such claim. A delivery note signed 'unexamined' is not sufficient to uphold a claim.
- vii. Haywood Office Services shall not be liable for any loss resulting from the Customers failure to comply with the requirements, conditions or regulations of the Post Office, or an independent carrier appointed to transport the Goods.

6. GUARANTEES, WARRANTIES AND LIMITATION OF LIABILITY

- i. Except as provided elsewhere in these conditions, Haywood Office Services provides a 5-year warranty against defective workmanship and materials on all Goods supplied to the Customer for 8-hour office use and 1-year warranty for 24-hour office use.
- ii. Such warranty excludes any and all consequential losses however caused and is limited to the replacement of the defective Goods. Provided always that:
 - a. Such defect would not have been apparent on inspection.
 - b. Notice has been received by Haywood Office Services of such defect within 7 days of the date by which the purchaser could first reasonably have ascertained that such defects existed and within two calendar months after delivery; and:
 - c. The Customer or end-user has not dealt with the Goods in such a way as to render their condition worse than when they were delivered.
- Such warranties do not affect your statutory rights.
- iii. All descriptions and dimensions given by Haywood Office Services are given in good faith however; no responsibility is taken by Haywood Office Services for their accuracy.
- iv. Variations of colour, finish, materials and other aspects of appearance may occur from time to time, however caused, no liability is accepted.
- v. Haywood Office Services does not accept liability for failure to comply with any standards or regulations required by law ("the legal requirements") in respect of Goods supplied by Haywood Office Services or for indirect or consequential loss or damage arising from such Goods.

7. ORDERS

- i. Haywood Office Services trading policy is only to supply customers against official Customer Orders. The proper control and authorisation of official Orders is deemed to be the responsibility of the Customer. Haywood Office Services cannot accept liability for either the incorrect use or abuse of Customer official Orders.
- ii. Haywood Office Services reserves the right at any time and without explanation to:
 - a. Refuse to accept an Order.
 - b. Cancel an Order
 - c. Suspend deliveries against an Order whether or not an account is in arrears.
 - d. Refuse cancellation of an Order
 - e. Cancel unexecuted instalments of an Order.
- iii. No variation of an Order will be recognised unless otherwise agreed by Haywood Office Services in writing.
- iv. Written confirmation from a Customer of any Order made by him by telephone must be received by Haywood Office Services clearly marked as confirmation of such order. No orders will be actioned until such confirmation is received. Haywood Office Services cannot be responsible for duplication of the Order.
- v. Haywood Office Services retains the right to levy a handling charge equal to 50% of the contract price where a customer cancels an order where the manufacturing process has begun.
- vi. Haywood Office Services retains the right to levy a handling charge equal to 100% of the contract price where a customer cancels an order for a 'bespoke' product where the manufacturing process has begun.
- vii. Customers are responsible for checking the accuracy of all Order acknowledgements. Haywood Office Services will acknowledge all Customer Orders in writing, no claims for discrepancies between the items and quantities ordered and those supplied will be accepted where Goods supplied are in keeping with those acknowledged.

8. RETURNS

- i. No Goods may be returned by a customer without the agreement of Haywood Office Services.
- ii. Goods returned for credit must be accompanied by an advice note quoting the Haywood Office Services Invoice number on which the Goods were originally supplied and the reason for return.
- iii. Goods returned to Haywood Office Services for any other reason than those expressly covered in section 6 above will attract a handling and restocking charge of 25%.
- iv. No liability will be accepted by Haywood Office Services for loss or damage to Goods returned in circumstances outside of these conditions.
- v. If there is a discrepancy between the Goods advised as returned and those actually received, Haywood Office Services will only credit the Goods received.

9. COPYRIGHT

The copyright and all other intellectual property rights in all lists, descriptions, articles, drawings and other information produced by Haywood Office Services shall remain the property of Haywood Office Services at all times.

10. CONFIDENTIALITY

Haywood Office Services and the Customer each agree to keep confidential all information relating to the business, policies, accounts, activities of any nature, of the other where such knowledge is received in the course of transactions between the parties. Neither party shall divulge to any third party any information whatsoever relating to the other party, save only where such is required by an employee or agent for the purpose of carrying out the obligations under these Conditions of Sale.

11. DATA PROTECTION ACT 1998

We will monitor and record information relating to your trade credit performance and such records will be made available to other organisations to assess applications for credit.

12. LAW

These Conditions are subject to and shall be construed in accordance with English law, and the parties submit to the non-exclusive jurisdiction of the English court.