

TERMS & CONDITIONS

GENERAL

All orders are accepted subject to the following Terms and Conditions and supersede any Terms and Conditions proposed by the Customer and may not be varied except with the written consent of a Director of the Company. "The Company" means 'OfficeLife Solutions Limited' or "OfficeLife Solutions". "The Customer" means any person, firm or company trading with the Company. Our marketing policy is one of continuous product development. We therefore reserve the right to alter specifications and designs without notice. All orders are accepted subject to these Terms and Conditions of Sale unless otherwise specified and agreed in writing by the Company.

PRICING

Prices payable for the goods will be those quoted at date of written quotation and/or relevant order. We reserve the right to vary such prices according to increases in costs of material, labour, transport, VAT or other factors which occur between order acceptance and delivery of the order or that part of the order being undelivered at the time of price variation. All prices are exclusive of VAT that will be invoiced at the appropriate rate applicable on the day of despatch.

SITE SURVEY

Where **OfficeLife Solutions** undertakes to carry-out a site survey it is the Customer's responsibility to ensure the site is ready by the agreed date of the survey. A survey fee may be charged by the Company. Also if the surveyor attends site and cannot carry out the survey, **OfficeLife Solutions** will levy a charge subject to location for returning to the site to fulfil the site survey. It is the Customer's responsibility to meet our surveyor on site to ensure the correct area is measured. **OfficeLife Solutions** will take no responsibility for an incorrect site survey due to Customer not being present on site.

PAYMENT

30 Days from month-end. In the event of late payment, the Company reserves the right to charge interest on overdue accounts at 4% above clearing bank base rate. Unpaid accounts will be placed on 'Notice of Stop' on the 7th of the month. No further goods will then be delivered until 'cleared' funds have been lodged into the Company's bank account. Should we need to issue the Customer with 7 day letters, the credit facility may be affected for future trading with **OfficeLife Solutions**.

OWNERSHIP

The title and property in goods does not pass to the Customer until the Company receives full payment in respect thereof. If notwithstanding that the ownership of the goods has not passed to the Customer, the Customer shall sell the goods in such manner as to pass to a third party a valid title in the goods, the Customer shall hold the proceeds of such sale on trust for the Company. If payment for goods is overdue in whole or in part or there is any act of proceeding in which the Customer's solvency is involved, the Company shall have the right to enter upon the Customer's premises and remove the goods therefrom and for this purpose the Customer shall keep the goods separate and identifiable until full payment is made thereof.

RISK

Risk of loss or damage to the goods shall pass to the Customer at the time of delivery to the Customer. Where goods are lost, damaged or destroyed after delivery and ownership has yet to pass, the Customer will indemnify the Company against any loss incurred by it provided such loss, damage or destruction does not result from the negligence of the Company.

GUARANTEE

The Company undertakes that if within three years of delivery, the goods (including moving parts) are found upon inspection by or on behalf of the Company to have proved defective in workmanship or materials under normal use and service, it will (at its option) either repair or replace the defective goods or part thereof provided that in any case the original goods have been accepted and paid for in accordance with our trading terms and provided also that the goods have been properly maintained and have not been subject to any misuse, unauthorised repair, replacement, modification or alteration. In the case of goods not manufactured by the Company, the Company will pass on to the Customer, to the extent that it is able, any benefits obtainable under any warranty given by the Company's supplier provided that the goods have been paid for and accepted. In order to exercise its rights, the Customer shall inform the Company within 2 days of the date when such defect appeared or ought reasonably to have been discoverable and in any event within the relevant warranty period as specified above and shall at the Company's written request return the defective goods, carriage paid, to the Company's premises. Nothing herein shall impose any liability upon the Company in respect of any defect in the goods due to defects in any material supplied by the Customer which is incorporated in the goods or otherwise arising out of the acts, omissions, negligence or default of the Customer to comply with any recommendations of the Company as to storage, use, maintenance and handling of the goods.

DELIVERY

The Company will take all the necessary steps to ensure that estimated delivery dates are adhered to but shall incur no liability whatsoever for any delays to these dates due to breakdown, illness, accident, lockout, shortage of materials or other causes beyond its reasonable control. All deliveries are effected to tailboard of vehicle only. Assistance may be required to offload large products and Customer is to notify the Company of any parking or access restrictions. Any other delivery requirements should be agreed and printed on the paperwork.

DIRECT DELIVERY

In the case of approved Customers' requesting a delivery made to their end-user, deliveries would be effected to the tailboard of vehicle. The end-user must provide assistance in unloading. Where this results in bodily injury or damage that is not

attributable to the negligence of the Company or its employee(s), the Customer will indemnify the Company against any claims, proceedings, demands and costs that arise.

CHARGES FOR DIRECT DELIVERY

The Company reserves the right to charge for direct deliveries. These will be confirmed by the Company at the time of ordering. Additional charges will apply for downtime when drivers are kept waiting at site at the hourly rate of £75+VAT. On such occasions the Company reserves the right to vacate the Customer's site/premises if our delivery schedules are going to be affected and a re-delivery charge will apply. Charges will also apply if adequate parking is not provided for the delivery to be effected. Parking fines will be recharged to the Customer at cost where parking is not provided to Office Life Solutions. A flat rate charge of £50+VAT will be made for deliveries within any congestion charging zones within the UK.

CANCELLATIONS

The cancellation of orders for non-standard products cannot be accepted and we reserve the right to recover fully the cost of any materials obtained or manufactured specifically for the order. On standard products cancellation can only be accepted if received in writing and within 24 hours of ordering. Provided always that the Company is not committed to its Suppliers where goods have been ordered to meet shorter lead times to fulfil the Customer's orders.

HANDLING CHARGE

Goods that are refused which will require re-delivery will incur additional delivery charges. Brackets that are ordered incorrectly may incur a 35% re-stocking charge.

DIMENSIONS

All measurements quoted in our literature are nominal and terms used are those accepted by the Trade.

INSTALLATION

Where **OfficeLife Solutions** undertakes an installation, it is the responsibility of the Customer to make sure that the installation site has the following: Adequate parking, 240 volt power, Lighting, Toilets. That their customer (end-user) is aware an installation is to take place at the arranged time. To ensure that the site is ready for the installation to take place i.e.:

1. Areas are cleared to enable screens or furniture to be erected/fitted.
2. Desks are cleared of computers and cables if desk mounted screens are to be fitted.
3. All staff on site are aware that the installation is to take place and there will be noise.
4. When fitted storage is installed i.e. Teacher Wall or Storage Wall, it is the Customer's responsibility to ensure that no end-user employees are located within a 5 metre radius of the working area to comply with installation risk assessments. To warn their customer that they may need to stay late to enable the installation to be completed. To ensure all agreed points following the site survey have been addressed. It is the Customer's responsibility to sign off an installation. If this is not done Office Life Solutions cannot be held responsible for any issues concerning placement of products.

OFFICE LIFE SOLUTIONS

Will charge a minimum of £50+VAT per hour per fitter for any down time due to any of the above not being carried out. Reserves the right to charge a higher installation cost due to any of the above not being carried out. The Customer will be charged the whole installation cost if the installation is postponed due to no adequate parking for the installation vehicle. The Company cannot guarantee an arrival time for the fitters due to traffic conditions. The Company cannot accept any costs or liability for any problems on site. The Company cannot accept any installation quality issues if the installation satisfaction note is not signed by an authorised representative of the customer.

ORDERING PRODUCTS

Upon receipt of your order **OfficeLife Solutions** will send you an order acknowledgement via fax/e-mail. You must check the order acknowledgement to make sure it corresponds with your order and report any discrepancies to **OfficeLife Solutions** immediately otherwise **OfficeLife Solutions** cannot accept any responsibility for misinterpretation of your order. The Company can only accept written orders for products. The Company will only take written instructions for amendments to Customer's orders. All delivery and installation information will only be accepted in writing. The Company will not proceed with production or delivery until it has received written confirmation from the Customer. All orders in excess of £8,000 exclusive of VAT will attract the following terms of one third deposit with order, third payment on delivery, third payment 30 days from month end. Production time starts once the Company has received all the necessary information. Production cannot proceed until 'cleared' funds have been received or if Customer's account has been issued with a 'Notice of Stop'.

DAMAGES

The Company will not accept any claim for damage to the product after the delivery note has been signed unless it is a manufacturing fault. The Company will not accept any claim for damage to the product after it has been transhipped on another vehicle. The Company will not accept "not checked" on a delivery note. It is the Customer's responsibility to check that the product is in good condition before signing the delivery note.

DIVISIBILITY

OfficeLife Solutions may deliver by instalments in such quantities as it may reasonably decide; such instalments shall be separate obligations and no breach in respect of one or more of them shall entitle the Customer to cancel any subsequent instalments or repudiate this contract as a whole.