

# **SOS Limited**

## ***The Complete Office Solutions Company***

Company Registration No. 2787467: D.U.N.S Reference No. 234484723

### **Terms & Conditions**

#### **1. General**

In the event of the purchaser's order or invitation to tender containing special conditions they shall have effect only in so far as they are not at variance with the conditions of sale of SOS Limited (hereinafter referred to as "The Seller") as specified below. By placing an order the purchaser is agreeing to the Terms and Conditions of SOS Limited.

#### **2. Acceptance of orders**

- i) No order shall be deemed to be accepted until our acknowledgement has been issued, the details of the acknowledgement shall be deemed to be correct in all respects.
- ii) No order shall be deemed to be accepted and no contract shall be deemed to be entered into by the Seller.
- iii) The Seller reserves the right to amend prices quoted between the date of acknowledgment and date of delivery according to any increase in costs.
- iv) All dimensions and quantities stated in quotations, price lists, correspondence and catalogues are subject to variation without notice.

#### **3. Cancellations / Returns**

- i) Orders cannot be cancelled nor goods returned except with the consent of the Seller and on terms, which indemnify the Seller against all loss.
- ii) The Seller is under no obligation to accept return of goods supplied and credit the buyer except where goods are returned as being damaged/faulty, or there is complaint as to the quality of the goods.
- iii) Goods not required must be notified in writing within 3 working days, returned within 14 working days of receipt, in original packaging and in a re-saleable condition, and will be subject to a 20% re-stocking charge.
- iv) Furniture, storage, machines and special orders are non-returnable.

#### **4. Delivery**

- i) Where the purchaser specifically requires delivery by instalments, each delivery shall be deemed to be treated as a separate contract and failure of any delivery shall not discharge the contract as to other deliveries.
- ii) The Seller shall not incur any liability or be responsible for loss or damage sustained by the purchaser arising out of or in consequence of any delay in despatch.
- iii) Without prejudice to any other rights and remedies the Seller shall not be bound to deliver the goods unless the purchaser has paid all sums owing to the Seller on their due dates.
- iv) The Seller will deliver goods to ground floor Reception/Warehouse only. Delivery to any other point must be made in writing and we reserve the right to make a charge for this service.
- v) The Seller reserves the right to make a further charge unless otherwise agreed in writing, for the assembly and installation of furniture on site.
- vi) All installation dates must be agreed in writing.
- vii) The Seller reserves the right to make an additional charge of 5% of the retail value of the total order value if, our installers arrive on site and are refused entry for whatever reason. It will also be necessary to re-arrange a new installation date 4.vi) refers.
- viii) In the event of the customer being unwilling to accept delivery of any goods, we reserve the right to invoice the goods in full, such invoices to be payable as if the goods had been delivered, and to place any or all of the goods into storage and to charge all costs thereby incurred.

#### **5. Title of goods**

- i) The ownership of the goods will only be transferred to the Purchase when the Purchaser has paid all amounts due to the Seller no matter on what grounds. Until the date of payment the Purchaser, if the Seller so desires, is required to store the goods in such a way that they are clearly marked as the property of the Seller. The risk on the goods shall pass to the Purchaser at the time of delivery. Upon delivery the goods shall be deemed to have been delivered complete and in good condition unless at the time of delivery it is noted on the delivery note that the goods are damaged and written notice of the damage is given by the Purchaser to the Seller within 3 working days of the receipt of the goods.
- ii) In the event of the Purchaser becoming insolvent or bankrupt or signing a trust deed or compounding his creditors or appointing a receiver or liquidator the Seller

may at the or discretion withhold all further delivery of goods and be released from this contract and any other contract between the Seller and the Purchaser without liability to the company in respect of such withholding of deliveries of release from the contract and without prejudice to any rights and claims the Seller may have against the Purchaser in respect of deliveries already made.

- iii) If the buyer shall default in payment the Seller shall be entitled forthwith to enter any premises where the goods may be and repossess any goods, which remain the property of the Seller. Any costs incurred by the Seller in repossessing the goods will be invoiced to the Purchaser in full.

## **6. Retentions**

No retentions or liquidation damages shall be allowed.

## **7. Payment**

- i) No discounts other than those shown on the face of the invoice shall be admissible.
- ii) All discounts will be forfeited if payment is not received by the due date on the invoice.
- iii) All orders must be paid for at the time of order unless account facilities have been authorised in writing, then our standard terms apply.

## **8. Vat**

VAT is payable by the Purchaser in all cases at the rate in force at the date of delivery.

## **9. Force Majeure**

No liability is accepted by the Seller for any direct or indirect loss arising from non delivery or delay in delivery of any goods caused by an Act of God, Riot or Civil Commotion, War, Strike, Lockout, Fire, Flood, Drought, Act of Government, failure to obtain or shortages in raw materials or any other cause whatsoever beyond its control.

## **10. Law**

English law and the jurisdiction of the courts in England and Wales shall govern all quotations and contracts.

## **11. Our Standard Terms**

Our standard terms for account facilities are payment of invoice within 30 days of invoice/delivery, unless otherwise agreed in writing. For accounts not paid by the due date, a 5% surcharge is added for each month or part thereof after the due date.