

# TERMS AND CONDITIONS

## 1. Definitions

- 1.1 "Customer" the person purchasing any goods from Almo Office.
- 1.2 "Almo Office" means Almo Limited also referred to as "we" or "us" or the "seller" in these terms and conditions.
- 1.3 "Site" means the [Almooffice.co.uk/](http://Almooffice.co.uk/) .com website.
- 1.4 "Force Majeure" means any cause affecting the performance by Almo Office of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.
- 1.5 "Normal Working Hours" means 9 am to 6 pm on a Working Day.
- 1.6 "Working Days" means Monday to Friday, excluding Bank or other Public Holidays.

## 2. Prevailing Conditions

- 2.1 All orders are accepted only upon these Conditions, which shall override any terms or conditions howsoever incorporated or referred to by the Customer.
- 2.2 All quotations and tenders are subject to withdrawal or amendment at any time prior to the Seller's acceptance of the Customer's order.
- 2.3 The Seller shall not be bound by any clerical or arithmetical errors in any price list invoice statement quotation or other documentation whatsoever.

## 3. Company Information

- 3.1 Almo Office is a trading name operated by:  
Almo Limited,  
A company registered in England and Wales, whose registered office is at:  
Unit 16, Bermondsey Trading Estate, Rotherhithe New Road, London SE16 3LL.
- 3.2 Company registration number is: 460851
- 3.3 VAT registration number is: 404 5182 81
- 3.4 Contact details are as follows:
  - (a) Trading address: as above
  - (b) Contact Us
  - (c) Telephone number: 020 7635 3500
  - (d) Fax number: 020 7237 6989

## 4. Introduction

- 4.1 We may revise these terms and conditions at any time by updating them on our website: [Almooffice.co.uk](http://Almooffice.co.uk). You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should contact Almo Office in writing, immediately.

## 5. Orders

- 5.1 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the Customer with whom the Seller is dealing. Cancellation of orders by customers is not accepted, as many orders are despatched on the same day as the order is placed.
- 5.2 You are deemed to place an order with us by ordering via our online store, fax or telephone, or in writing. As part of our online checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement.
- 5.3 Our acceptance of an order takes place when we despatch the order. When we have despatched the order the purchase contract will be made, unless we have notified you that we do not accept your order or you have cancelled your order.
- 5.4 We may refuse to accept an order:
  - (a) where goods are not available;
  - (b) where we cannot obtain authorisation for your payment;
  - (c) if there has been a pricing or product description error; or
  - (d) if you do not meet any eligibility criteria set out in our terms and conditions.
- 5.5 You undertake that:
  - a) all details you provide to us for the purpose of purchasing goods or services are correct, and
  - b) the credit or debit card you use to make a purchase from us is your own card or your company's card, that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any goods or services you order from us. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.

- 5.6 Payment is due on despatch unless a Customer has been approved for credit. The Seller's standard credit terms require payment within 30 days from the date of the invoice, except in the case of transactions where different terms are agreed in writing
- 5.7 Payment may be made by cash, cheque, Visa, MasterCard, Maestro or BACs.
- 5.8 Title in the goods shall not pass to the Customer until all sums due from the Customer to the Seller on any account have been paid.
- 5.9 If all sums due from the Customer are not paid on the due date the Seller shall be entitled to:
  - (a) cancel the contract or suspend any further deliveries to the Customer; and
  - (b) charge the Customer interest (both before and after any judgment) on the sums unpaid, at a rate of 7 (seven) percent per annum above the current Bank of England base interest rate, until all sums due are received

## 6. Pricing

- 6.1 The Seller supplies products to businesses in the UK & Northern Ireland.
- 6.2 All goods are sold at prices ruling at the date of despatch and may vary at the Seller's discretion from those originally quoted or shown in the Seller's current price list or any brochure or advertising material.
- 6.3 The prices advertised exclude VAT. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.
- 6.4 Prices and the availability of items are subject to change without notice. Any "list prices" used relate to the manufacturers' suggested selling prices and may not be indicative of the actual selling prices at any specific time.
- 6.5 Where we charge separately for packing, carriage, insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure available on request.

## 7. Delivery

- 7.1 The Seller shall use reasonable endeavors to despatch goods by the date agreed with the Customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the Customer and advise them of the delay.
- 7.2 If the Seller is unable to deliver the goods within 5 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to the Seller in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to the Seller after the above date but before delivery of the goods or notification from the Seller that the goods are ready for delivery.
- 7.3 The Seller does not accept liability for shortages or damage to deliveries unless the Customer notifies the Seller of the shortage or damage in writing within 48 hours of receipt of the delivery.
- 7.4 Customers are required to be able to accept the goods when they are ready for delivery within Normal Working Hours.
- 7.5 Delivery is deemed to take place when the goods are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.
- 7.6 If the Customer cannot accept delivery, the Seller may at its option:
  - (a) re-sell the goods at the best price reasonably obtainable and pay to the Customer any excess over the sale price or charge the Customer for any shortfall or
  - (b) re-arrange delivery provided that the Seller may charge the Customer for the additional delivery costs incurred.
- 7.7 You undertake that upon delivery of the goods: the Seller shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.
  - (a) The Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt.
  - (b) It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note.
  - (c) Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery.
  - (d) The Seller shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

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## 8. Warranties and Returns

- 8.1 The Seller is committed to providing Customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective. In such cases we offer the returns facilities described below.
- 8.2 Unless otherwise stated in the manufacturer's documentation, all goods delivered to a UK mainland address carry a specified manufacturer's warranty.
- 8.3 The Seller does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering. The Seller can only return or repair Goods where they prove to be defective and the Goods are returned for repair or replacement.
- 8.4 In the event that the Seller, at its discretion, agrees to accept the return for credit of unwanted products, the goods must be returned with the Seller's prior written agreement within 14 days of delivery. The goods must be un-opened, with the manufacturers seals intact and in perfect re-saleable condition. All goods returned in these circumstances will be at the Seller's discretion and be subject to a 25% re-stocking fee of the Seller's sale price for the goods. Please ensure that the product(s) you have purchased are to your specification prior to breaking the manufacturers seals. This will avoid disappointment and the product(s) being rejected should you wish to return them.
- 8.5 No contract shall be cancelled once accepted by the Seller nor shall any Goods which are delivered in accordance with the contract be returned without prior written approval of the Seller and on terms to be determined at the absolute discretion of the Seller.
- 8.6 a) The Seller's Customer Service staff will advise you of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection, or request that you return the product directly to us. If the goods are found on inspection to be defective, the cost of returning the item will be refunded to you. Authorised product returns must be sent to the address provided to you by our Customer Service staff.
- b) The Seller offers a "no charge" collection, repair and delivery service (on the UK mainland only) for goods which are shown to be faulty provided that the fault is reported within 14 days of delivery. If we have arranged for a courier collection of your product, we are unable to specify the collection time, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.
- c) A Goods Returns Authorisation Number must be obtained from the Seller for each and every return so that we are able to administratively process your return; otherwise we have no means of identifying the Goods being returned. This may result in difficulties in returning monies. The Authorisation Number must be clearly shown on each parcel returned, and must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.
- d) The Seller cannot accept liability for packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.
- e) Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by recorded delivery, registered post or courier, and to insure the goods for their full value.
- f) On receipt of the returned product, if following the testing process, the product is found to be in good working order without defect, we will return the product to you, and the carriage costs of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with a replacement product before completion of the testing process, you will have to pay for this product also.
- g) Unless otherwise stated in the manufacturer's documentation, all goods delivered to a UK mainland address carry a specified manufacturer's warranty. Customers who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure. In order to resolve your problem as quickly as possible, we will refer you to the product manufacturer who will deal directly with the return. In these instances, we will provide you with the contact information for the relevant manufacturer.
- h) This warranty shall not apply if the goods have been worked upon, altered or damaged in any way by the Customer or its employees or agents, or to goods not used in accordance with the manufacturer's instructions.

## 9. Liability

- 9.1 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.
- 9.2 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you.

## 10. Health and Safety

- 10.1 The Seller confirms that the goods it supplies as a distributor do not present a hazard to health and safety:
- when properly used for the purpose for which they are designed, and
  - if the Customer takes reasonable and normal precautions in their use.

## 11. Force Majeure

- 11.1 The Seller shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in respect of the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- act of God, explosion, flood, tempest, fire or accident;
  - war, threat of war, sabotage, insurrection, civil disturbance or requisition;
  - acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - import or export regulations or embargoes;
  - strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
  - difficulty in obtaining materials, labour or machinery; and
  - power failure or breakdown in machinery.
- 11.2 If we are unable to provide you with your Goods within a reasonable time due to circumstances outside our control, we shall either agree a new timescale with you for the delivery of the Goods or either of us may decide to terminate the contract in which case we will return any prepayments that you have made in full.

## 12. Terms and Conditions Revisions

- 12.1 The Seller may revise these Terms and Conditions by updating them on their website; [almooffice.co.uk](http://almooffice.co.uk). You agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect. You agree to be bound by any such revisions and should therefore periodically visit this website to determine the then current Terms and Conditions to which you are bound.

## 13. Governing Law and Jurisdiction

- 13.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

## 14. Miscellaneous

- 14.1 You may not assign, sublicense or otherwise transfer any of your rights under these terms and conditions
- 14.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.
- 14.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

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