

Terms and Conditions

PLEASE READ THESE CONDITIONS OF SALE CAREFULLY BEFORE PLACING AN ORDER AND RETAIN A COPY OF THESE CONDITIONS AND ANY ORDER FOR FUTURE REFERENCE.

This document states the Conditions which govern the purchase and supply of Goods to Buyers.

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• *Definitions*

The following terms have the following meanings

1. "Buyer" the person, company or organisation as designated on your account application form and/or headed notepaper.

2. "Seller" Frandisk Limited (Trading as Claire Clifford Office Products)
3. "Contract terms" the terms and/or conditions set out below.
4. "Goods" the goods supplied by the seller under this contract.

• *Validity of Other Terms*

1. Unless other terms and conditions are expressly accepted by the seller in writing under the hand of one of its directors, this contract will be on the contract terms excluding all other items and conditions save those implied automatically by statute.

• *Quotations*

1. Quotations are valid for one month unless otherwise stated and are based on delivery of all goods to one address.
2. The seller will not be liable for any loss or damage of any kind whatsoever consequential or otherwise pursuant to this contract and all conditions, warranties and stipulations, express or implied, are excluded save those implied by section 22 of the sales of goods act 1893 (as amended) or pursuant to the unfair contract terms act 1977.
3. The seller and its servants agents or sub-contractors shall not be liable for any loss or damage of any kind whatsoever, other than personal injury or death whether consequential or otherwise caused directly or indirectly by negligence on the part of the seller or any of its servants, agents or subcontractors, arising out of or in connection with the manufacture or supply of the goods or in connection with or arising out of the

contract work or any statement given or made on behalf of the seller.

• Delivery

- 1. The seller will endeavour to deliver the goods within the time agreed or within a reasonable time if no delivery date is specified, but will not be liable for loss or damage caused by delay in the delivery of the goods, nor will any such delay entitle the buyer to cancel or rescind this contract.*
- 2. The seller may make delivery by instalments.*
- 3. No claim for damage to the goods or shortages will be considered unless the seller is notified immediately by telephone and subsequently in writing at their head office within three days of delivery, and any claim by the buyer will be deemed to have been waived.*
- 4. All goods received and signed for on the delivery note are deemed to have been examined, checked and acknowledged as being correct in every detail.*
- 5. The seller reserves the right to charge carriage on specified deliveries where they may fall outside the normal delivery area or fall below a previously agreed value level.*

• Insurance

- 1. All goods left on hire, or approval with the customer/prospective customer will automatically be deemed to be covered by such company's insurance policy and or at risk of the intended purchaser as soon as the seller delivers them.*

- *Property and The Goods and Risk*

1. *The title to the goods will not pass to the buyer until the price for the goods and all other sums due under this contract have been paid in full.*
2. *Without prejudice to any other rights of the seller, the seller may at any time after the price for the goods or any other sum has become due from the buyer under this contract rescind this contract and recover the goods of any of them, and may enter onto the buyer's premises for that purpose.*
3. *The price for the goods and all other sums due under this contract shall be deemed to be due from the buyer immediately on the buyer committing any act of bankruptcy, or being a company taking any step that may lead to the winding up of the buyer, or calling any meeting of creditors whether formal or informal or any appointment of receiver or manager on the happening of any thing leading to or the commencement of any proceedings relating to the insolvency of the buyer.*
4. *The risk will pass on delivery of the goods to the buyer.*

- *Price*

1. *The price of the goods will be the price ruling at the date of dispatch exclusive of vat at the appropriate rate at such date.*

- *Payment*

1. *Unless otherwise agreed in writing, the price will become payable when the seller's invoice is sent to the buyer and payment shall be made by the buyer before the end of the month following the month of the invoice.*

2. *Where the buyer makes default in payment by such date of any sum due to the seller under this or any other contract with the seller, the seller may postpone delivery or may without liability cancel this contract or any other contract with the buyer, but without prejudice to any right or remedy which the seller may have in respect of such default.*
3. *In all cases the Customer will, without prejudice to Claire Clifford Office Product's whole other rights and remedies, pay interest to Claire Clifford Office Products at the rate of 4% per annum above the base rate from time to time of The Royal Bank of Scotland plc on the whole amount of any late payment, calculated on a day to day basis until payment in full, whether or not after judgement.*
4. *In the event of default in payment the company reserve the right to cancel any discount offered and revert to applying the full recommended retail price for all unpaid goods.*

. Cancellation

1. *If the buyer cancels or attempts to extend or delay the contract or any part thereof or fails to take delivery of the goods at the time agreed (if any) or if no time agreed, within a reasonable time, then the buyer will be liable in addition to any other right of the seller to claim damages to indemnify the seller against any resulting loss damage or expense incurred in connection with the supply or non-supply of the goods or the performance or non-performance of the contract work, including costs of any material, plant or tools used or intended to be used thereof and the cost of labour and*

other overheads including a percentage in respect of profit.

- 2. If the seller is unable to procure any services or components necessary to enable it to supply the goods or carry out this contract as a result of any cause beyond the seller's reasonable control, the seller may cancel this contract by notice in writing so far as it relates to goods not then supplied or work not then done and no claim shall then be made by the buyer as the result of such cancellation provided always that the buyer shall remain liable to pay for goods delivered or any of the contract work completed prior to the date of such cancellation.*

• Design and Alterations

- 1. Where the goods are manufactured, altered or modified in accordance with the buyer's instructions or according to drawings or design or specification supplied by or on behalf of the buyer, no warranty is given by the seller in respect of the practicability, efficiency, safety or otherwise of the goods supplied, save as expressly agreed, and the buyer will indemnify the seller against all liability incurred by the seller as the result of any such goods infringing any rights or provisions of any statute or regulation for the time being in force.*
- 2. Any corrections or alterations to any printing proof may be charged as an extra under this contract, and no responsibility will be accepted for errors in proofs approved by the buyer after the submission to him of such proof.*

- *Buyer's Materials*

1. *Where the buyer delivers materials to the seller to enable the contract work to be carried out upon them, such materials will be held by the seller at the buyer's risk, and the seller will not be liable for loss or damage, whether consequential or otherwise, caused directly or indirectly to such materials and where the seller carries out works to such materials the seller will not be liable for any loss or damage to them or for any imperfect goods supplied, where the loss, damage or defect results from defects in, or the unsuitability of, such materials supplied by the buyer.*

- *Termination*

1. *This contract shall be terminated immediately upon service of written notice sent by first class posts which shall be deemed to have been received on the day following posting and such termination shall be without prejudice to all rights obligations and liabilities accrued prior to termination on any one or more of the following grounds:*
2. *The buyer has committed an act of bankruptcy, or entered into any arrangement or composition with creditors, whether formally or informally, or allowed execution to be levied on his property or obtained against him, or, being a company, has called a meeting of creditors (formally or informally) or has entered into liquidation (save for the purpose of reconstruction or amalgamation) or has a receiver appointed for its undertaking or any part thereof.*
3. *The buyer has not observed or performed any of the obligations and duties imposed on him under this contract.*

- *Goods for Return*

1. No goods can be accepted for return without prior agreement. No goods will be accepted for return after 14 days from the date of delivery. Any goods returned must be in original unmarked condition and packaging. Packaging that has been defaced, written on, damaged or marked in any way cannot be accepted for return. No credits can be issued unless these conditions are met. Items ordered specially on your behalf, which do not appear in our catalogue, cannot be returned under any circumstances.

- *Trades Description Acts*

1. Products offered for sale may differ from those described or illustrated in our catalogues due to later production changes in specifications, components or place of manufacture. The contents of the catalogues are therefore not to be treated as representative as to the current availability of products as described, or as products actually for sale.

- *The Proper Law*

1. The contract, including without prejudice thereto, these Conditions shall in all respects be governed and receive effect in accordance with the Law of Scotland and, in so far as not already subject thereto, the Customer submits to the non-exclusive jurisdiction of the Scottish Courts. The contract between us shall be governed by and interpreted in accordance with Scottish law, and the Scottish courts shall have jurisdiction to resolve any disputes between us. For the

avoidance of doubt, any such contract will be deemed to have been concluded in Glasgow, Scotland.

- 2. Claire Clifford Office Products is the trading name of Frandisk Limited, a private limited company, incorporated under the Companies Acts in Scotland (Registered number SC146628) and having its registered office at 48 Watt Road, Hillington Park, Glasgow G52 4RY. And email address at mail@claireclifford.com (hereinafter referred to as "Claire Clifford Office Products").*