

2016 TERMS AND CONDITIONS OF TRADING

Prices

Purchasing on an international scale enables Fenn's to provide our customers with very competitive prices. GOODS ARE CHARGED AT THE SELLING PRICE RULING WHEN DESPATCHED from our premises. Whilst most prices remain constant throughout the catalogue, special reductions may be offered for promotional reasons. VAT is extra on all prices except where stated. Whilst every effort is made to ensure product descriptions, colours etc. are accurate, some variations may unavoidably occur. We do reserve the right to change products or prices without notice.

Delivery

All deliveries will normally be delivered the next working day on the proviso that your order is placed before 5pm (Monday to Friday inclusive). Furniture deliveries will take place 2-3 days after placing your order if the furniture item is in stock. For faster or emergency deliveries e.g. "Sameday" please telephone our Customer Service Department for a carriage charge quotation.

Products

All items within our Q Directory and Main Catalogue (except for furniture items – please see above) shall normally be delivered next day (this covers approximately 16,000 product lines). Special (non-catalogue) items may be obtained by contacting our Customer Service Department.

Whilst every effort is made for accuracy, dimensions, colours and product descriptions these are for guidance only and it is to be understood that we have the right to change products without notice.

Payment Terms and Conditions

Our service and price margins do not allow any extended credit. All accounts are due for settlement on the last day of the month following the date of invoice. Interest will be charged at 2% over base per calendar month on amounts overdue and debited monthly to a customer's account. Any external fees incurred to collect outstanding monies will be invoiced accordingly. Our computer system automatically rejects orders for those whose accounts are overdue even if it is only part of an account which is overdue. We endeavour to contact by phone to resolve any problems as quickly as we can but some delay in processing orders is inevitable. Payment may be made by cheque to J G Fenn Ltd or by credit transfer to HSBC Bank PLC, New Street, Birmingham. Sort Code 40-61-35 Account Number 02420324. Credit, debit and purchasing card payments are also accepted. Orders are fulfilled on condition that; (a) title to the goods remains with J G Fenn Ltd until payment is made in full for them and all other goods supplied by J G Fenn Ltd have been received; (b) the purchaser agrees to store the goods safely and mark them in such a way that they are readily identifiable as the property of J G Fenn Ltd; (c) the purchaser agrees to keep the goods supplied separate and hold them as bailee and agent for J G Fenn Ltd until payment in full for them has been received; (d) should the goods be sold or used in the normal course of business, the purchaser agrees that until full payment for them has been made a sum of money equivalent to the invoiced value of goods sold or used will be kept separate and identifiable; (e) if the price of the goods remain unpaid after the due date, the seller shall have the right to enter upon any premises where the goods may be found for the purpose of recovering possession

of the goods and the cost to the seller of recovering the goods will be payable by the purchaser on demand.

Orders are accepted on the understanding that if any conflict arises between supplier's terms and purchaser's terms then the suppliers terms shall prevail in all cases (except where written permission has been obtained). Acceptance of the goods ordered shall be proof of acceptance of supplier's terms and acknowledgment that supplier's terms were understood and agreed before the goods were ordered.

Returns Procedure

J G Fenn Ltd offers a return facility for exchange or credit in cases where the wrong or damaged goods are supplied provided; (a) we are advised of your dissatisfaction within 5 days of delivery – please note no claims can be accepted after this time; (b) returns are in their original undamaged packaging and are resaleable; (c) all necessary documentation has been completed and returned to us. Finally, please note that a 20% (35% for furniture items) handling charge may be levied where goods are supplied correctly to a customer's specification. Please note - This is subject to change. The buyer may not return bespoke goods or any goods marked as non-returnable in the catalogue. Items outside our standard Returns Procedure are marked as "Non Standard delivery" in our catalogue. In all instances of dissatisfaction please contact our Customer Services Department for assistance before returning goods.

Shortages

For deliveries that are received with items missing, we will re-order and deliver the missing goods provided that the shortage is reported within 24 hours of delivery. Any shortage claims made after 24 hours of delivery cannot be accepted. This policy also applies to faulty products and mis-packed items all must be reported within 24 hours.

Force Majeure

Any quotation made, delivery promised or order accepted, assumes no shortages of raw materials, fuel or power (notwithstanding that the company has taken all reasonable steps to procure the same) shortage of labour or transport, breakdown or partial failure of plant or machinery at the company's work or at the works of its suppliers or sub-contractors, nor interruption in the normal operation of the Company's work arising from Act of God, Government action or any acts, order or regulations of government, strikes or lockouts, industrial dispute, accident, fire, the elements, war, terrorist acts, civil commotion, riot or any cause of whatsoever nature beyond the control of the company, and no liability can be accepted by the Company for any loss or damage resulting from any such circumstances.

Policy

As a URS Registered Firm, J G Fenn Ltd has an on-going total quality control of giving customers the best business supplies at the keenest prices in the least possible time. It is upon this foundation that we have built our business and it is this policy which continues to attract the most discerning stationery buyers throughout the country.

Furniture

Please see our separate Terms and Conditions for furniture items, available upon request.