



TERMS AND CONDITIONS
QA/POL/003



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In these terms and conditions, the following phrases shall have the following meanings:

"Seller" means Future Office Limited, company number 05304004 whose registered office is Cleveley House Farm, Millers Brow, Forton, PR3 1DR.

"buyer" means the customer

1 Orders and general

Any contract shall consist of the buyer's order and the seller's acceptance thereof.

The seller reserves the right to sub contract the provision or delivery of the whole or part of any project.

2 Prices

Quoted prices are valid for 30 days. Delivery and installation charges may apply. The prices invoiced will be those shown on the quote accepted by the buyer by virtue of the corresponding order. All prices are subject to VAT. All packing is non-returnable.

A purchase order (preferably with a PO number and project value) will need to be raised for the full quoted and agreed amount before work can commence on any project.

All project work is billed either monthly or on completion of a project stage.

Where there is a change of brief, the seller will inform the buyer in advance of any extra costs likely to be incurred.

All projects are planned to an agreed schedule. Non-adherence to this schedule by the buyer may result in compromising final delivery deadlines. If this is likely to occur, the seller will advise the buyer as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.

3 Point of Delivery

Goods delivered to the buyer by the seller or direct from the manufacturer will remain the property of the seller until payment has been made in full. Delivery notes should be checked by the buyer before signing to indicate the correct type and amount of undamaged goods have been received.

All goods will be delivered to the goods inward department or reception on the ground floor or the buyer & seller must make arrangements to facilitate off-loading to the appropriate destination.

4 Delivery Time

Times quoted are so quoted in good faith but shall be non-binding. The seller shall not be liable for any losses incurred by the buyer or any other person as a result of any delay in the delivery of the goods or any part of the order for any reason whatsoever. The due performance of the contract is subject to cancellation or such variation as the seller may find necessary as the result of instructions or lack of instructions from the buyer, or as a result of industrial dispute or of any cause whatsoever beyond the seller's reasonable control. The seller reserves the right to make partial deliveries.

5 Payment Terms

Preferred method of payment is by bank transfer. A credit account can be opened providing the buyer has been trading for one year and are registered for VAT and can provide the necessary trade references. Once an account has been opened terms are net cash within 30 days of date on invoice. The seller may charge interest on any overdue sum at 1.5% above the base rate. The seller may charge interest on any overdue sum for a period of 30 days or more at 3% above the base rate.

6 Retention of ownership

Property of the goods remains with the seller until full payment has been received by the seller. The seller will have a lien over any product, data or materials if all payments due from the buyer have not been paid and cleared in full within 1 month from the date of the invoice or in the event of a liquidation, winding up or bankruptcy of the buyer. Until full payment is received the seller may at any time recover the goods and may enter the buyer's premises for this purpose. Nevertheless, the risk in the goods passes to the buyer on delivery and the buyer shall promptly effect and maintain insurance of the goods against loss or damage in their full invoice price until final payment.

7.Guarantee

Except as herein expressly provided and as provided by law, the seller does not supply goods with the benefit of any term, warranty or condition, express or implied, as to the merchantability of the goods or their suitability for any purpose whatsoever. As far as it is able the seller will assign to the buyer all rights conferred on it by any of its suppliers.

8 Technical description and date

Such descriptions whilst given as a guide, in good faith, are subject to alteration by the seller without notice. In particular all weights and dimensions are approximate only. All maximum load capacities stated are for evenly distributed loads only.

9 Consequential loss

Except in respect of death or personal injury caused by the seller's negligence, or as herein provided, the seller shall not be liable to the buyer for any consequential loss or damage (whether for loss or profit or

otherwise) costs or expenses or their claims for consequential loss whatsoever which arise out of or in connection with the supply of the goods or their use or re-sale. Liability for personal injury or death caused by the seller's negligence or that of their employees shall not be limited.

10 Claims

Notification of non-delivery must be made in writing within 7 days of invoice date and for shortages or damage within 3 days of receipt of goods. Failing this no claims will therefore be entertained.

Whilst every effort will be made to achieve agreed delivery, the seller cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of the seller's control.

In the event of any bona fide dispute or difference arising between the buyer and the seller in connection with their agreement, the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the buyer to inform the seller immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline) Without such information, no disputes will be entered into.

The buyer will be responsible when the seller is at the buyer's location for compliance with all Health & Safety legislation and will indemnify the seller for all personal injury claims made by the seller for which the buyer is negligent at the buyer's location.

11 Returned Goods

Goods will be accepted back for credit only with the express permission of the seller. Please contact the seller for instructions on point of delivery. Made-to-order items cannot be accepted back in to stock. If the buyer needs to cancel made-to-order items for any reason, this can only be accommodated within 24 hours of placing the order. Refused deliveries of made-to-order items are not eligible for credit. The seller's usual refund policy does not apply to made-to-order items, which cannot be returned or exchanged unless faulty. The above conditions do not affect the buyer's statutory rights when goods are faulty, or not as described. Goods must be returned in their original packaging, unused and in a re-saleable condition. Credit shall not be given for goods returned damaged. The buyer shall unless otherwise stated be responsible for the cost of the return carriage of all goods returned which shall be at the risk of the buyer until actual receipt of the goods to the seller. Proof of return delivery will remain with the buyer. The seller reserves the right to charge for incomplete returns, orders placed in error or not wanted.

12 Events outside the seller's control

The seller will not be liable or responsible for any failure to perform, or delay in performance of, any of the seller's obligations under these terms and conditions that is caused by events outside the seller's reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond the seller's reasonable control and includes, in particular (without limitation), the following:

strikes, lock-outs or other industrial action;
civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
impossibility of the use of public or private telecommunications networks; or pandemic or epidemic.

The seller's obligations under these terms are suspended for the period that the Force Majeure Event continues, and the seller will have an extension of time to perform these obligations for the duration of that period. The seller will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which the seller's obligations under these terms can be performed despite the Force Majeure Event.

During the continuance of such a contingency the buyer may, by written notice, elect to terminate the contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.



Neil Tranter

30TH March 2022