**The Business Supplies Group Ltd**

**Terms and conditions of sale**

1. **DEFINITIONS**

    1. The 'Seller' means The Business Supplies Group Limited (Registered in England no: 13624537) or any subsidiary of The Business Supplies Group Limited.

    2. The 'Buyer' means the person, firm, company or organisation buying the Goods under and subject to these Terms and Conditions.

    3. The 'Goods' means the goods which are to be sold under a contract of sale, 'the Contract', between the Seller and the Buyer and subject to these Terms and Conditions.

    4. The 'Supplier(s)' means any person, firm or company contracted by the Seller to supply or assist in the manufacture, supply or delivery of the Goods.

2. **FORMATION OF CONTRACT**

    1. The Contract shall be formed only by the Seller's acceptance of an order placed by the Buyer for the Goods. Such acceptance may be express or be implied by the Seller delivering the Goods. The Seller reserves the right to reject any order placed by the Buyer, at its discretion.

    2. The Seller's acceptance of any order shall be subject to these Standard Terms and Conditions of Sale which shall override any terms, conditions or stipulations whether referred to in the Buyer's order; or in any other document issued by the Buyer; or in any other communication (written or oral) between the parties, unless agreed in writing by the Seller.

    3. The Seller may at its discretion add, vary or withdraw products listed in its catalogue, price list, advertisements or any other literature, at any time without notice. All reasonable efforts have been made to ensure that the details, descriptive information etc. in the Seller's catalogue are accurate at the date of publication. However, drawings, specifications and all descriptive literature including colour illustrations are approximate. They do not constitute a trade description and, subject to Condition 10.2, do not form any part of the Contract.

    4. The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract

3. **BASIS OF SALE**

    1. All Goods are subject to availability.

2. Any errors or omission in quotations, catalogues, sale literature or other documents issued by the Seller shall be subject to correction at any time prior to the Seller's acceptance of the Buyer's order, without any liability of the Seller.

3. The Buyer shall be solely responsible for the accuracy of all orders .

4. The Seller reserves the discretionary right to change the specification (without detracting from the quality or performance) of the Goods ordered.

4. **PRICE**

1. The price of the Goods shall be that shown in the Seller's quotation or in the Buyer's order, if accepted by the Seller, or if no price is stated, as per the Seller's price list current at the time of order acceptance. The Seller may increase the price prior to delivery, and give notice to the Buyer that it intends to do so, if the increase is due to circumstances beyond the Seller's reasonable control.

2. The Seller may vary the price of any Goods at any time.

3. An extra charge may be made by the Seller to cover additional delivery costs for some items delivered direct by the Supplier, and for compliance with any special delivery requirements of the Buyer.

4. The prices are inclusive of packaging costs but the Seller may charge for returnable pallets or containers that are either returned damaged or not returned by the Buyer.

5. All prices are quoted exclusive of Value Added Tax ('VAT'), which will be charged at the rate in force at the time of despatch of the Goods.

6. The Seller reserves the right to add a delivery charge of £4.95 for orders of less than £35, excluding VAT.

5. **TERMS OF PAYMENT**

1. The Buyer shall pay the price in full within 30 days of the date of invoice.

2. The Seller may invoice the Buyer for all sums due under the Contract after the Seller has (as the case may be) notified the Buyer that the Goods are ready for collection or delivered or tried to deliver the Goods.

3. The Seller shall be entitled to charge the Buyer for materials specifically ordered and any incidental services provided, and any other charges incurred by the Seller including storage costs where, at the request of the Buyer as a result of default of the Buyer, delivery is delayed, cancelled or suspended..

4. If any sum payable to the Seller under the Contract is not paid by the date on which it is due, then (without prejudice to any other available remedy) interest will accrue on the overdue amount at the statutory rate for the time being in force under the Late Payment of Commercial Debts (Interest) Act 1998 and the Seller reserves the right in its discretion to suspend the delivery of any Goods. Where interest on any sum due accrues to the Seller in accordance with this Condition 5.4, any payment later received will be applied first in payment of the interest due, and secondly in reduction of the indebtedness.

6. **DELIVERY**

    1. The Seller will endeavour to deliver the Goods to the place and on the date specified by the Buyer; any specified delivery date/time shall be an estimate and shall not be of the essence of the Contract unless expressly agreed by the parties in writing.

    2. The Seller shall be entitled to deliver the Goods by instalments and to treat each delivery as a contract that may be invoiced separately.

    3. The Seller shall not be liable in any way for losses, damages or expenses (whether direct, indirect or consequential) suffered by the Buyer due to delay or any failure to deliver the Goods to the place and by the date stated by the Buyer.

7. **ACTION UPON DELIVERY**

    1. The Buyer shall inspect the Goods immediately on delivery and no claim for shortages or errors in delivery which would be evident on inspection will be considered unless the Seller is notified in writing quoting the delivery note or invoice number within 2 working days after date of delivery.

    2. Any claims for non-delivery of Goods shall not be considered unless notified to the Seller by the Buyer in writing within 7 days of the date of invoice.

8. **DAMAGE IN TRANSIT**

    1. Goods damaged in transit must be reported immediately by signing the delivery note 'Damaged on arrival' and returning it to the Seller within 5 working days; any damaged Goods must be retained by the Buyer for inspection.

    2. If the delivery note is signed without the comment 'Damaged on arrival' the Seller cannot be held responsible for damages in transit.

9. **RETURNS**

    1. Goods shall not be returned by the Buyer without the prior agreement of the Seller, and shall be subject to the returns policy of the Seller. In respect of returned Goods, the Seller reserves the right to charge a restocking fee of up to 25% of the value of the Goods concerned.

    2. Any Goods returned in accordance with Condition 9 must be returned unused, in their original undamaged packaging and fit for immediate resale by the Seller.

    3. Certain Goods are non- returnable, and this will either be stated in the Seller's catalogue or separately advised to the Buyer. The Seller may, however, at its discretion agree special return procedures and administration costs on a case-by-case basis.

    4. This Condition 9 does not apply to defective or damaged Goods or an over-supply of Goods.

10. **WARRANTIES AND LIABILITIES**

    1. The Seller is not the manufacturer of any of the Goods. Other than as expressly set forth in these Terms and Conditions, any warranty with respect to the Goods will

come from the manufacturer of the Goods. The Seller will pass through to the Buyer any applicable manufacturer warranties on the Goods, to the extent transferable.

2. Subject to Condition 10.5, the Seller warrants that the Goods will be free from defects in materials and workmanship at delivery, and thereafter the manufacturer's warranty conditions will apply to the extent that they are transferable to the Buyer. The Goods are designed only for the purpose described in the Seller's catalogue and are subject to any limitations described therein. The Seller shall have no liability under this warranty for any defect(s) arising directly or indirectly from the Buyer's design or requirements; or arising from wear and tear, wilful damage, negligence, failure to follow instructions, misuse, or if the full price of the Goods has not been paid to the Seller.

3. If the Seller is in breach of the warranty at Condition 10.2 the Buyer shall inform the Seller no later than 5 days from delivery. The Buyer will retain the Goods and packaging for inspection

4. All other warranties, conditions and other terms expressed or implied (whether by statute or by common law) are expressly excluded to the fullest extent permitted by law.

5. The Seller's sole liability for defective or damaged Goods shall be to repair or replace at its option the Goods or relevant part.

6. Except for death or personal injury caused by the negligence of the Seller, the Seller shall not be liable by reason of any representation, implied warranty, condition or other term or duty at common law, for any indirect or consequential loss or damage, costs or expenses of whatever nature which arise from the supply of Goods or their use or resale unless expressly provided in these Conditions.

11. **PROPERTY AND RISK**

1. Risk in the Goods shall pass to the Buyer upon delivery or attempted delivery (where Buyer refuses delivery).

2. Property in the Goods shall not pass to the Buyer until full payment for them and for all other Goods the subject of any other contract with the Seller (in cleared funds) has been received by the Seller.

3. Until property in delivered Goods has passed to the Buyer, it will hold the Goods as bailee and in a fiduciary capacity for the Seller and the Seller may collect or require the Buyer to deliver or return the Goods, and it shall not pledge or charge the Goods or any part of them for any reason or to any extent. The Buyer grants an irrevocable licence to the Seller to enter any of its premises or vehicles during normal business hours in order to re-possess them.

4. Risk in any Goods to be returned remains with the Buyer until the Goods are delivered to or collected by the Seller.

12. **CANCELLATION OF ORDERS**

1. Cancellations or deferments of orders are at the discretion of the Seller and may be allowed subject to 7 working days notice prior to the due delivery date, such notice

to be confirmed in writing immediately. The Seller reserves the right to charge any additional costs incurred as a result of the cancellation.

2. The Buyer may cancel orders for customised Goods but shall make full payment of the quoted price or of the full costs incurred by the Seller (if less than the quoted price) at the Seller's discretion.

13. **INSOLVENCY OF THE BUYER**

1. If the Buyer becomes insolvent, has an administration order made against it, makes a voluntary arrangement with its creditors, ceases to carry on business, has a receiver appointed or goes into liquidation, or undergoes any similar or analogous event, then without prejudice to the Seller's other rights and remedies the Seller may suspend deliveries, cancel any contracts with the Buyer without liability and payment of the price for all Goods delivered shall become immediately due.

14. **INABILITY TO SUPPLY**

1. The Seller shall not be liable to the Buyer for breach of contract by reason of delay or failure to perform any of the Seller's obligations if the delay or failure is to any extent due to a cause beyond the Seller's control including but not limited to: any failure by a Supplier to supply Goods or to supply Goods on time, war or other hostilities, acts of terrorism, actions of governments or governmental agencies, riots or other civil commotions, fire, flood, earthquake, severe weather conditions, accident, breakdown of plant or machinery, industrial action/dispute (including strikes and lockouts), unavailability of or restrictions on supplies, non-delivery or delay in the delivery of materials or other circumstances (of whatsoever nature not limited to the foregoing) which directly or indirectly interrupt or hinder due performance of the Contract.

15. **G**ENE**RAL**

1. Headings of these Conditions are for reference only and shall not affect interpretation.

2. Notices shall be served by first class post on either the registered offices or the principal place of business of the parties.

3. Failure by the Seller to enforce any Condition or seek remedy of any breach by the Buyer shall not be construed as a waiver of the Seller's rights to enforce the Contract and seek remedy for subsequent breach.

4. The Seller may enter into sub-contracts for the manufacture or supply of the whole or any part of the Goods.

5. If any provision of these Conditions is held invalid or unenforceable in whole or part this shall have no affect on the validity of the remaining provisions and conditions.

6. The Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

7. For information: the Buyer should note that telephone enquiries may be monitored by the Seller for training purposes.

## 16. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

Commitment - The Business Supplies Group is committed to upholding high standards of social and environmental responsibility across its operations and supply chain. All employees and suppliers are expected to adhere to the following principles and measurable targets to ensure compliance and continuous improvement.

**Labour Practices and Human Rights**

1. Ensure a safe and healthy working environment by adhering to health and safety regulations, with a target of zero workplace accidents and incidents annually.
2. Participate in mandatory diversity and inclusion training at least once a year to foster an inclusive workplace free from discrimination and harassment.
3. Report any concerns regarding ethical labour practices through our confidential whistleblowing channel, with a commitment to investigate all reports within 14 days.

**Environmental Responsibility**

1. Reduce individual energy consumption within the workplace by 10% annually through energy-saving initiatives such as switching off unused equipment and optimising workspace energy use.
2. Support The Business Supplies Group's goal of achieving a 50% reduction in overall Scope 3 greenhouse gas (GHG) emissions by 2045 through responsible commuting options such as carpooling, public transport use, and remote work flexibility.
3. Participate in quarterly sustainability awareness sessions to understand The Business Supplies Group's environmental initiatives and individual contributions.
4. Comply with The Business Supplies Group's waste management policy by ensuring 100% segregation of recyclable and non-recyclable waste and reducing single-use plastics by 50% within operational areas in the next 12 months.

**Compliance and Enforcement**

1. Employees and suppliers must comply with all sustainability policies and standards set forth by The Business Supplies Group.
2. Non-compliance with social or environmental obligations may result in corrective action, including mandatory retraining, contract reviews, or termination in severe or repeated breaches.
3. The Business Supplies Group will conduct annual audits and supplier reviews to monitor compliance, aiming for 100% adherence to the set environmental and social targets.