

Terms & Conditions 2019

Special Orders

Orders for products not in our catalogues or price lists supplied against the purchase order are non returnable, Special orders are items that are non returnable ie whiteboards & felt boards or manufactured for a specific customer or project ie.. chairs, cupboards & office furniture

In this Contract, unless the context otherwise requires, the following words have the following meanings:

"Business Buyer" any Buyer who is not a consumer for the purposes of The Unfair Terms in Consumer Contracts

Regulations 1999;

"Business Day" any day (other than a Saturday or Sunday) or any public holiday in England, Wales, Scotland or

Northern Ireland;

"Buyer" the person whose order for the Goods is accepted by the Seller;

"Contract" the standard terms and conditions of sale set out in this document and (unless the context

otherwise requires) those (or other information) referred to in other publications of the Seller or attached to the Seller's order form including any special terms and conditions agreed in writing between the Buyer and the Seller in accordance with Condition 2.3;

"Goods" products offered for sale on the Seller's Website or in the Seller's brochures;

"Intellectual Property" means copyright, related rights, patents, utility models, trade marks, trade names, service marks,

design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar intellectual property rights (whether registered or not) and applications for such rights as may exist anywhere in the world.

"Seller" Carlisle Business Supplies Ltd company number:4491955 whose registered office is at Long Island Business Park Carlisle CA2 5AS.

2. Basis of the sale - how to order

2.1 Unless other expressly agreed in writing Goods may only be ordered for delivery in England, Scotland & Wales. Any orders

for The Channel Islands, the Isle of Man, the Isle of Scilly, the Outer Hebrides, Orkney Island, Shetland Island or Northern

Ireland can be arranged, please call us prior to ordering to confirm our delivery arrangements and pricing.

2.2 The Buyer will offer to purchase Goods by submitting a Carlisle Business Supplies limited order form (as directed by the

Seller). The Seller (at its discretion) may accept such an offer. Both the Seller's acceptance and the Buyer's offer shall be given

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and made subject to the terms and conditions of this Contract. For the purposes of this Contract, any orders and confirmations

made or sent via e-mail or by fax shall constitute written orders or confirmations.

2.3 In the case of orders sent by the Buyer by fax or post, the Buyer shall have, where reasonably possible, received a copy of

this Contract before placing the order with the Seller. If it is not reasonably possible to do so, then the Seller shall supply a copy

of this Contract with the confirmation of the Buyer's order, and the Buyer shall be entitled to terminate the contract in

accordance with clause 3.5.

2.4 Quotations issued to the Buyer by the Seller may be withdrawn or varied at any time and unless otherwise specified shall

be automatically withdrawn after 14 days. No binding contract arises in any event until the Buyer's written order has been

accepted by the Seller and confirmed in writing by the Seller's authorised representative.

2.5 No variation of this Contract is binding unless agreed in writing between the authorised representative of the Seller and the

Buyer.

2.6 Any advice or recommendation given by the Seller or its employees or agents to Business Buyers or their employees or

agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller or detailed expressly on

the Seller's Website is followed or acted upon entirely at such Buyer's own risk, and accordingly the Seller shall not be liable for

any such advice or recommendation which is not so confirmed.

2.7 Any samples, illustrations or descriptive material including but not limited to particulars of shade and pattern and other

information contained in the Seller's Website, brochures, advertising material or elsewhere shall not form part of the Contract

and shall be treated as approximate and for guidance only unless specifically stated otherwise. The Seller may at its discretion

from time to time vary the design of the Goods from that advertised without notice to the Buyer provided that any such

variations do not constitute material alterations to the Goods.

3. Orders and Goods' descriptions included in orders

3.1 Each order shall be a separate contract. A breach by the Seller in respect of one order shall not entitle the Buyer to

terminate any other order or orders.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer and

for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the

Contract in accordance with its terms.

3.3 The quantity, quality and description of, and/or any specification for, the Goods shall be those set out in the Buyer's order (if

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accepted by the Seller).

3.4 Subject to clause 3.5 below, no order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on the understanding that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the costs of all labour and materials used) damages, charges and expenses incurred by the Seller as a result of cancellation.

3.5 The Buyer may terminate the Contract, by giving notice to the Seller, for whatever reason before two days after the date of delivery. The Buyer shall return the Goods to the Seller within 14 days of receipt, in its original packaging and in re-saleable condition.

4. On-line Ordering (including credit accounts)

4.1 If the Buyer has been accepted by the Seller to operate an online credit account, the Buyer will be given a user

identification. Security of this identification is solely the responsibility of the Buyer.

Long Island Park James Street Carlisle Cumbria CA2 5A2 t:01228 404600 f:01228 592506
w:carlislebusiness-supplies.co.uk

t:01228 404600 f:01228 592506 w:carlislebusiness-supplies.co.uk4.2 Any unauthorised use of the user identification must be reported to the Seller as soon as the Buyer is aware of such use.

The Seller will as soon as reasonably possible cancel this identification and issue the Buyer with a new user identification.

4.3 When the Buyer has placed an on-line order with the Seller, the Seller will issue a confirmation of the order, which will be

sent to the Buyer either by e-mail, fax or post as the Seller deems appropriate. An order shall not be deemed to be accepted by

the Seller until the confirmation is issued.

4.4 Permission to use the on-line account shall be withdrawn if the Buyer breaches any of the Conditions of use of the Seller's

Website as displayed on the Seller's Website.

4.5 Any credit terms offered to the Buyer for use of the online accounts are done so at the Seller's discretion and the Seller may revoke such terms:

(a) if the Buyer breaches any term of this Contract and such breach remains un-remedied for 30 days after the Seller has

notified the Buyer of the breach; or

(b) if any of the events set out in clause 15 take place

at which point the full amount outstanding on the account will become due for immediate payment by the Buyer, and the Seller

shall be entitled to deduct the balance from the Buyer's credit card/account.

4.6 The Seller shall use reasonable efforts within its direct control to ensure that the Seller's Website is available 24 hours per

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day, but this may not always be possible. The Seller accepts no liability in the event that the Seller's Website should become temporarily unavailable.

5. Delivery of the Goods

5.1 Delivery of the Goods shall only be made in England, Scotland, Wales, the Channel Islands, the Isle of Man, the Isle of Scilly, the Outer Hebrides, Orkney Island, Shetland Island or Northern Ireland, and shall only be made on a Business Day.

5.2 The following terms apply to delivery:

(a) a person over 18 years old must sign for the delivered Goods;

(b) the Buyer must be available at the times stated on the Seller's order form to accept delivery of the Goods at the location identified on the Seller's order form;

(c) delivery shall be deemed to be tendered on the date of the first attempted delivery;

(d) any orders made by the Buyer for delivery on the next Business Day must be placed with the Seller before 17:00pm on the day of ordering;

(e) the Seller shall endeavour to deliver the Goods by the date quoted for delivery but such date is not guaranteed;

(f) time for delivery shall not be of the essence unless previously agreed by the Seller in writing;

(g) the Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the

Buyer;

(h) where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the

Seller to deliver any one or more of the instalments in accordance with this Contract or any claim by the Buyer in respect of any

one or more instalments shall not entitle a Business Buyer to terminate the Contract; and

(i) the Buyer shall accept any partial deliveries made by or on behalf of the Seller.

6. Own Label Goods

In the case of Goods which have been produced to the specification and/or bear the name of the Buyer ("Own Label Goods"),

the Buyer undertakes to purchase at the contract price all stocks of Own Label Goods in finished and unfinished form which the

Seller holds for the purpose of fulfilling the Buyer's requirements. Without prejudice to the foregoing, the Buyer will accept and

pay the contract price for all stocks of Own Label Goods in finished or unfinished form then held by the Seller.

7. Price of the Goods

7.1 The price of the Goods shall be the Seller's quoted price (inclusive of packaging, delivery and insurance costs in some

cases may apply, we will always advise in such circumstances prior to shipping or where no price has been quoted, the price

listed in the Seller's published price list (as published on the Seller's Website) current at the date of acceptance of the order.

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7.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the reasonable control of the Seller, any change in delivery dates initiated by the Buyer, or changes in quantities or specifications for Goods which are requested by the Buyer, or any delay caused by instructions of the Buyer or failure of the Buyer to give the Seller accurate information or instructions.

7.3 All prices shown in the Seller's catalogue or on the Seller's Website or otherwise payable under this Contract are exclusive of VAT

7.4 In the case of orders made via the Seller's website, a VAT invoice shall not be separately issued by the Seller and the Buyer shall retain a copy of the invoice from the Seller's Website once the Buyer's order has been accepted by the Seller.

7.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned to the Seller before the payment date.

8. Payment terms

8.1 Any payment terms specified by the Seller either on the Seller's Website or in any order forms provided by the Seller shall prevail over the terms of this contract. In the absence of such terms the following terms shall apply.

8.2 Payment under this Contract shall be made in pounds sterling only as follows:

(a) in relation to the Seller's Website, purchase either:

(i) via the Buyer's online account; or

(ii) via credit card payment. Such orders will only be confirmed by the Seller once credit card approval is received by the Seller.

(b) in relation to all other purchases, by payment of the invoices rendered to the Buyer by the Seller under this Contract in cleared funds within 30 days of the relevant invoice dates.

8.3 The Seller may invoice the Buyer with the price of the Goods on or at any time after delivery of the Goods, unless the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has complied with the delivery obligations of this Contract. Without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to immediately do the following on payment becoming overdue:

(a) suspend any further deliveries to the Buyer; and/or

(b) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum

over the base rate for the time being of the Bank of England (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) until payment is made.

9. Risk and when ownership of the Goods passes

9.1 Risk of damage or loss of the Goods shall pass to the Buyer on delivery.

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9.2 Property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due. 9.3 Until property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and, in the case of Business Buyers, shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Seller's property.

9.4 Until property in the Goods passes to the Buyer, the Seller may require the Buyer to return the Goods to the Seller. If the Buyer fails to return the Goods on demand, the Seller may enter any premises to reclaim the Goods.

9.5 The Buyer shall not use the Goods as security for any liability or other obligation. Such action shall render the Buyer liable to the Seller for all monies due under this Contract.

10. Returns Policy

If something doesn't quite meet your needs, we offer a 14-day returns policy. We'll collect the item for free and give you a credit (providing it's in re-saleable condition). This means that the product is in the original packaging and unopened.

When you contact us about a return we will arrange for a collection to be made - usually within three (3) working days and a credit note/refund will be issued within 14 calendar days.

We make every effort to ensure that the information on our website is correct, if you receive an item which is not as described, please contact us within 14 days of receiving the item.

All we ask is that your item is in its original, unopened, packaging without any markings or scribbles, goods which are returned that do not match, are unfit for resale or do not match the returns requested will not be credited. If you're short of an item in your order, or it's damaged, please let us know within three days of delivery and we'll take care of things for you.

If you contact us more than 14 days after delivery, we may be able to accept the goods back but not necessarily at full-credit value.

Due to health and safety reasons we're unable to take back any food or drink items, biscuits, coffee and water, etc.

If you qualify for a free gift by satisfying a minimum spend threshold and you decide to return some of the goods purchased which reduce your order value below the minimum spend threshold, you will need to return (at your cost) the free gift to receive a credit or refund. Similarly, where a free gift is offered subject to the purchase of a specified item, if you decide to return the specified item, you will need to return (at your cost) the free gift to receive a credit or refund.

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10.1 Any claim for non-delivering of any Goods must be notified in writing or via e-mail by the Buyer to the Seller within 2 Business Days of the date on which delivery is deemed to take place. The Seller shall contact the Buyer as soon as is reasonably possible and shall allocate a returns or query number to the Buyer which the Buyer shall attach to any Goods purported to be returned by the Buyer.

10.2 Any claim for breach of warranty by a Business Buyer under this Contract shall (whether or not delivery is refused by the Buyer) be notified in writing to the Seller within 2 Business Days from the date of attempted or actual delivery, setting out full details of the defect in question. The Seller is under no obligation to accept return of the Goods and credit the Buyer accordingly except in accordance with this clause 10.

10.3 Where the Goods or any part of them develop a fault through normal use, the Buyer shall notify the Seller in writing as soon as is reasonably possible, setting out full details of the fault in question. The Seller may allocate a query number to the Buyer, and shall contact the Buyer as soon as is reasonably possible to indicate what action will be taken by the Seller in respect of the fault, including repair, replacement or return of the Goods to the Seller in accordance with this clause 10.

10.4 If delivery is not refused, and the Buyer does not notify the Seller of any claim in accordance with the provisions of this Condition, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defects or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

10.5 In relation to customers who are not Business Buyers, the Seller shall not make any charge to the Buyer where the Goods are returned in accordance with this clause 10 other than to the extent that the Seller is charged for such return.

11. Warranties and liability

11.1 The Seller warrants that the Goods will in all material respects correspond with their specification or description on the Seller's Website or in the Seller's brochures at the time of delivery and will be free from defects in material and workmanship.

11.2 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall, at its sole discretion, replace the Goods (or the part in question) free of charge or refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.

11.3 The above warranty is given by the Seller subject to the condition that the Seller shall be under no liability in respect of any breach of this warranty arising from use, wear and tear, wilful damage, negligence, failure to follow the Seller's instructions (whether oral or in writing), misuse, alteration, or attempted repair of the Goods by the Buyer without the Seller's approval.

11.4 Subject as expressly provided in this Contract all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but only in respect of Business Buyers.

11.5 Where the Goods are sold to non-Business Buyers the statutory rights of the Buyer are not affected by this Contract.

11.6 In a case where title in the Goods has passed, the Seller's entire liability in respect of those Goods shall be limited to the value of those Goods or their replacement or repair, providing the cost of such replacement or repair does not exceed the value of the Goods in question.

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11.7 Nothing in this Contract shall limit or exclude the Seller's liability for death or personal injury arising out of the Seller's negligence.

11.8 The Seller shall not be liable to the Buyer for any special, indirect, exemplary or consequential loss, damage or compensation (whether for loss of profit, business, goodwill, savings or contracts), costs, expenses, whether caused by the negligence of the Seller, its employees or agents or otherwise which arises out of or in connection with this Contract.

12. Problems caused by events outside Seller's control

12.1 The Seller shall not be liable to the Buyer or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. The Seller will notify the Buyer of any event covered by this clause as soon as is reasonably possible. Without limitation, the following shall be regarded as causes beyond the Seller's reasonable control:

- (a) Act of God, explosion, flood, tempest, fire or accident;
- (b) strikes, lock-outs or other industrial actions or trade disputes (not involving employees of the Seller);
- (c) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (d) import or export regulations or embargos;
- (e) difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- (f) power failure or breakdown in machinery; (g) road blockages by protestors.

12.2 If any event specified in clause 12.1 persists, either party may terminate an order affected by such an event by giving notice to the other party after 14 days from the intended date of delivery.

13. Intellectual Property

13.1 The Goods include designs which are the property of the Seller's supplier. Except where otherwise agreed between the Seller's supplier and any other party, the Seller's supplier Intellectual Property rights in the Goods.

13.2 Ownership of all Intellectual Property in any information, images, illustrations, designs, writings and other material contained on the Seller's Website (together the "Contents ") or in the Seller's brochures shall not pass to the Buyer at any time and shall remain owned by the Seller and/or its sub-contractors.

13.3 Intellectual Property in the name "Carlisle Business Supplies" and all logos are owned by the Seller.

13.4 The Buyer agrees that the Goods and/or the Contents may not be reproduced or used in any way except with the prior written consent of the Seller. The Seller permits the Buyer to download, display, copy, distribute or print a hard copy of any Contents only for the purposes of:

- (a) placing an order with the Seller; or
- (b) using the Seller's website as a shopping resource

and the Seller prohibits any reproduction, posting (by electronic or other means), transmission or other distribution or display of any Contents for any other purpose. Permission to use the Contents under this clause is revoked in the event of any breach of this clause.

14. Data Protection The Seller is registered with the Data Protection Commissioner to process personal data for the purposes stated in the Seller's register entry.

15. Insolvency of Buyer

15.1 The Seller may immediately terminate any outstanding or unfulfilled order under this Contract without liability to the Buyer and if the Goods have been delivered but not paid for the price shall

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become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:

- (a) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of a solvent amalgamation or reconstruction);
- (b) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Buyer;
- (c) where the Buyer is a business ceases, or threatens to cease, to carry on business; or
- (d) the Seller reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

16. General Terms

16.1 Any notice to either party under this Contract shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at or sent by prepaid first class post, prepaid recorded delivery, telex or facsimile to the address of the party as notified in writing from time to time.

16.2 Either party may postpone or release any liability or right owed to it by the other party under this Contract without prejudice to any other right or liability not so postponed or released. No delay or failure to exercise any right under this Contract shall constitute a waiver of that or any other right.

16.3 To the extent that any provision of this Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be removed. To the maximum extent permissible by law such removal shall not affect the enforceability of the remainder of an affected provision of this Contract.

16.4 Any reference in this Contract to any provision of a statute shall be taken as a reference to that provision as amended, re enacted or extended at the relevant time.

16.5 The headings in this Contract are for convenience only and shall not affect their interpretation.

17. Exclusion of third party rights

Unless expressly provided in this Contract, no term of this Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

18. Errors and Omissions

Although care has been taken to ensure the accuracy of the information provided on this site, including but not limited to information relating to products and prices, all information is provided without any representation or warranty as to its accuracy and in no event shall Carlisle Business Supplies be liable in connection with the use of this information unless otherwise stated.

Carlisle Business Supplies Ltd reserves the right to change any price, on its web site without informing its users. Where prices are displayed in error, the customer shall be informed of the correct price before the order is accepted.

19. Entire agreement

Business Buyers acknowledge that they have entered into this Agreement in reliance only on the (non-fraudulent) representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, the Seller shall have no liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.



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E sales@cbs-group.co.uk

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20. England and Wales - Governing law and jurisdiction

I / We agree to the terms and conditions listed in this document.

Print Name (in full)

Date: 18/03/2019