
PAPERPUNCH CUSTOMER RETURNS POLICY

1. GENERAL

- 1.1 This is the Seller's Customer Returns Policy ("Returns Policy") referred to in the Terms and Conditions of Sale ("the Conditions") of Paperpunch Ltd ("the Seller") (registered office Unit 2 Finglas Business Park, Tolka Valley Road, Finglas, Dublin 11).
- 1.2 Words and expressions in this Returns Policy shall have the same meanings as set out in the Conditions unless stated to the contrary.
- 1.3 In the event of any conflict between the terms of the Conditions and the terms of this Returns Policy the provisions of the Conditions will prevail.
- 1.4 In addition to this Returns Policy the Seller has supplementary returns policies in respect of specialized product groups contained in the Trade Price List and which are notified to the purchasers of such products (*including, without limitation, the Paperpunch Interiors Supplementary Conditions which apply in respect of Furniture Products*).
- 1.5 In the event of any conflict between the terms of this Returns Policy and the terms of any of the specialized product group's returns policies then the provisions of the relevant specialized product group return policy will prevail.

2. RETURNS

- 2.1 The Seller has the discretion (which it may exercise as it wishes) to accept the return of any of the Goods supplied to but not required by the Buyer (upon such terms in respect of a handling charge of 20% of the invoiced value of the Goods returned or otherwise as the Seller may choose as set out below) and to issue a credit note in respect thereof. Any request by the Buyer to the Seller to exercise such a discretion must be made in accordance with the procedure and within the time periods set out in Condition 3 and is subject to the provisions of this Condition 2.
- 2.2 The Seller will only consider any claim by the Buyer for a return if the provisions of this Returns Policy are complied with and:
 - 2.2.1 the items to be returned are in their original inner and outer packaging and none of the packaging shall have been written upon, taped or had permanent labels attached;
 - 2.2.2 the items to be returned are in otherwise satisfactory and merchantable condition and may be re-sold at the price that would have been paid by the Buyer;
 - 2.2.3 the items to be returned are of a type distributed by the Seller at the time of the claim;
 - 2.2.4 in the case of electronic office machines, the Seller has a like remedy against the manufacturer thereof;
 - 2.2.5 in the case of dated products (but not including academic diaries) the return request is made by 10 December of the year previous to the year to which such dated products relate after which the product becomes nonreturnable regardless of when the product is ordered; and
 - 2.2.6 in the case of computer consumable products, the outer seal has not been tampered with in any way. If the Buyer returns such product(s) as faulty, it will only be granted a credit note if the manufacturer of such product(s) accepts that the product has not been misused, over loaded, incorrectly installed or incorrectly stored. In certain circumstances, a faulty product evaluation form must be completed by the Buyer.
- 2.3 The Seller is entitled to charge the Buyer for the cost of collecting the Goods no longer required, and / or for any carriage costs that it may incur for accepting the return of such Goods.
- 2.4 If the Buyer returns the Goods within 1 - 15 Working Days from the date of delivery then the Seller reserves the right to charge a restock fee.
- 2.5 If the Buyer returns the Goods within 16 – 30 Working Days from the date of delivery then the Seller shall charge the Buyer a 20% restock fee.
- 2.6 If a return is accepted a credit note will be issued in the sum of that part of the purchase price paid in respect of the Goods returned less deductions for the Seller's costs as set out in this Condition 2.
- 2.7 The Seller will not (without prejudice to its discretion in Condition 2.1) accept the return of any electrical items which have been removed from their packaging or any food stuffs or food products.
- 2.8 The Buyer may not return Bespoke Goods or any Goods marked as non-returnable in the Trade Price List.

PAPERPUNCH CUSTOMER RETURNS POLICY

3. CLAIMS PROCEDURE FOR RETURNS

3.1 The Seller's customer sales office or services office must be notified of any claim in respect of any returns or request by post, facsimile, e-mail or by telephone specifying the reason giving rise to such claim or return. Notification must be made within the time limits set out below for each reason giving rise to a claim:

- 3.1.1 where any product is no longer required - within 30 Working Days;
- 3.1.2 where a product was ordered and invoiced, but an incorrect product was sent out due to picker error - within 3 Working Days;
- 3.1.3 where a product delivered to the Buyer was not ordered by the Buyer but invoiced to the Buyer and delivered in error - within 5 Working Days;
- 3.1.4 where a product delivered to the Buyer was not ordered by the Buyer and has not been invoiced to the Buyer or the product was over supplied - within 20 Working Days.

Where such a claim or request is made by telephone it will only be considered by the Seller if an acknowledgement reference is obtained by the Buyer and the claim or request is confirmed by post, facsimile or e-mail by the Buyer within 5 Working Days quoting the acknowledgement reference.

3.2 The Seller will only consider a returns request in respect of any of the Goods if the following further information is given:

- 3.2.1 the invoice number and/or the advice note number in respect of the Goods;
- 3.2.2 the part number of the item (or any description that clearly identifies the item to be returned);
- 3.2.3 the quantity of the Goods (expressed in the Seller's correct unit of sale) the subject of the returns request; and
- 3.2.4 the reason for the returns request and the collections note number and/or the returns note number.

PAPERPUNCH BESPOKE GOODS AND SE SUPPLEMENTARY CONDITIONS

A. GENERAL

- A1 These Supplementary Conditions apply to Orders for Bespoke Goods and Bespoke Services and are in addition to the Conditions.
- A2 Words and expressions in these Supplementary Conditions shall have the same meanings as set out in the Conditions unless stated to the contrary.
- A3 In the event of any conflict between the terms of the Conditions and these Supplementary Conditions the provisions of these Supplementary Conditions will prevail.

B. DELIVERY DATE CONFIRMATION

- B1 Following receipt of an Order for Bespoke Goods the Seller will, after first consulting with its own relevant supplier, advise the Buyer of the estimated delivery date for the Goods. The Buyer shall be entitled to request the Seller to agree to cancel the order where the estimated delivery date advised is not acceptable to the Buyer. The Seller may consent to a cancellation where the Seller is able to cancel its own order with its supplier without penalty. If the Seller does not agree to cancel the Order then the Seller shall be entitled to proceed with such order in accordance with the Conditions and these Supplementary Conditions.

C. DELIVERY

- C1 If the Buyer fails or refuses to take delivery of the Bespoke Goods when agreed by the Seller and the Buyer the Seller may store the Bespoke Goods until actual delivery and charge the Buyer for the costs (including insurance) thereof or (at the Sellers option) sell the Bespoke Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess of the sale proceeds over the price agreed between the Seller and the Buyer for the Bespoke Goods or charge the Buyer for any shortfall of the proceeds below such price or where the Seller cannot sell the Bespoke Goods charge the Buyer at the full invoice value for the Bespoke Goods.

D. RETURNS

- D1 The Buyer may not return Bespoke Goods following delivery.

PAPERPUNCH INTERIORS SUPPLEMENTARY COND

1. GENERAL

- 1.1 These Paperpunch Interiors Supplementary Conditions apply to Orders for Furniture Products except for those for delivery in ROI and NI and shall apply in addition to the Conditions and the Seller's Customer Returns Policy.
- 1.2 Words and expressions in these Paperpunch Interiors Supplementary Conditions shall have the same meanings as set out in the Conditions unless stated to the contrary.
- 1.3 In the event of any conflict between the terms of the Conditions, the Seller's Customer Returns Policy and these Paperpunch Interiors Supplementary Conditions, the provisions of these Paperpunch Interiors Supplementary Conditions shall prevail.

2. DELIVERY OF FURNITURE PRODUCTS

- 2.1 The Seller shall be entitled to charge the Buyer for delivery of Furniture Products in accordance with its currently published Paperpunch Interiors Delivery Charge Policy as at the date the Order is accepted.
- 2.2 Whilst the Seller shall use its reasonable endeavors to deliver the Furniture Products to the Buyer within the period specified in the Contract, this may be affected by circumstances beyond the Seller's control. Time for delivery shall not be of the essence.
- 2.3 Palletized deliveries may be made by an articulated vehicle. The Buyer must notify the Seller of any access issues at the time the Order is placed. Failure by the Buyer to do so may result in a failed delivery and additional charges being payable for redelivery as set out in Condition 2.4
- 2.4 If the Furniture products cannot be unloaded at the delivery address specified in the Order for any reason a single attempt to redeliver the Furniture Products will be made. If subsequent delivery attempts fail or the Order is refused this will be classed as a product that is no longer required and a 35% restock will be applied as detailed in Condition 5.5 below. If the Buyer requests a redelivery to a different address than originally specified in the Order this will be dealt with by the Seller on a case by case basis and the Seller shall provide a quote for the redelivery charge before arranging the re-delivery.
- 2.5 Unless agreed otherwise at the time the Order is accepted, delivery shall be to the ground floor only and palletized deliveries shall be made to the curbside outside the delivery address.

3. CLAIMS PROCEDURE IN RESPECT OF DAMAGED AND FAULTY FURNITURE PRODUCTS

- 3.1 The Buyer must notify the Seller of any Furniture Products which are received damaged within three days of receipt.
- 3.2 The Buyer must notify the Seller of any Furniture Products which are faulty (for example, Furniture Products which have a manufacturing fault, a part is missing or there is some other problem attributable to the manufacturer) within three days of the fault being identified.
- 3.3 If a Furniture Product is damaged in transit, the Seller will send replacement component parts as soon as reasonably practicable. The Seller shall (where possible) send the replacement component parts by next working day delivery.
- 3.4 All Furniture Products arriving in damaged packaging must be signed for as damaged on receipt of the consignment. Failure to do this may result in the claim not being processed.
- 3.5 In the event that a Furniture Product develops a fault due to manufacturing problem, replacement parts will be sent according to the applicable guarantee and warranty. If replacement parts cannot resolve the fault, the Seller will be entitled to seek alternative evidence (e.g. electronic images) or potentially provide a replacement product to the Buyer and collect the faulty products.
- 3.6 If the fault given as cause for returning the Furniture Product is not apparent on inspection by the Seller, the Furniture Product will be returned to the Buyer at the Buyer's expense and no credit applied to the account.

4. SHORT DELIVERY AND ERRORS

- 4.1 The Buyer must notify the Seller of any Furniture Products which are short delivered within one (1) Working Day of delivery
- 4.2 The Buyer must notify the Seller of any Furniture Products which are received incorrectly (for example, where the incorrect product has been sent or a product has been delivered which was not ordered) within three (3) Working Days of receipt. Incorrect products must remain in a saleable condition and within their original packaging or additional charges may be incurred.

- 4.3 If the Buyer receives incorrect items on a delivery and reports this to the Seller provided that the item is in stock the Seller will (where possible) send the correct items out on next working day delivery, and arrange a collection of the incorrect items on a date to be agreed with the Buyer.
- 4.4 In the event that Furniture Product(s) are to be returned to the Seller due to an error on the part of the Seller, the following procedure will be followed:
- 4.4.1 A replacement Furniture Product will (if applicable) be sent with the original invoice number referenced on the new order. The replacement Furniture Product will be charged for on the Buyer's account, and then a credit applied on receipt by the Seller of the returned Furniture Product.
- 4.4.2 A returns note will be raised and the Seller shall contact the Buyer to arrange a date for the collection. When these details are agreed, a collection confirmation note will be sent to the Buyer via fax or email. If the Buyer wishes to make any changes to these details it must contact the Seller's Customer Services not less than one full Working Day before the date the collection is to be made.
- 4.4.3 If the collection fails due to the agreed arrangements not being adhered to, the Seller shall be entitled to make a charge of fifteen euro (€15) in respect of the failed collection, which will be placed on the Buyer's account.
- 4.4.4 The Buyer shall ensure that all returned Furniture Products are boxed or palletized using their original packaging in order for the carriers to collect. A copy of the collection confirmation note must be securely attached to one box or pallet for identification on arrival at the Seller's warehouse. Returned Furniture Products that do not have a returns reference / collection note will be refused at the Seller's warehouse and returned to the Buyer at the Buyer's expense. Furniture Products which are not packaged in their original packaging will also be refused at the Seller's warehouse and returned to the Buyer at the Buyer's expense. All Furniture Products must arrive at the Seller in a saleable condition.
- 4.4.5 If the collection is to be made from a third party then the Buyer will be notified of the collection arrangements and shall be responsible for any failed collection or return charges. Furniture Products not packaged in their original packaging, (which do not have a returns reference) or which arrive in a condition not fit for resale will be refused at the Seller's warehouse and be returned to the Buyer at the Buyer's expense. No credit will be issued in these circumstances.
- 4.4.6 The Seller shall inspect the Furniture Products on receipt at the Seller's warehouse and, provided that Conditions 4.4.4 and 4.4.5 have been complied with, a credit will be applied to the original invoice against which the Furniture Products were purchased on the Buyer's account.
- 4.4.7 If the fault given as cause for returning the Furniture Product is not apparent on inspection by the Seller, the Furniture Product will be returned to the Buyer at the Buyer's expense and no credit applied to the account

5. FURNITURE PRODUCTS WHICH ARE NO LONGER REQUIRED (NLR)

- 5.1 The Seller has the discretion (which it may exercise as it wishes) to accept the return of any Furniture Products supplied to but not required by the Buyer (upon such terms as the Seller may choose) and to issue a credit note in respect thereof. Any request by the Buyer to the Seller to exercise such a discretion must be made in accordance with the procedure and within the time periods set out in Condition 5.2 and is subject to the provisions of this Condition 5.4.
- 5.2 The Buyer must notify the Seller's Customer Services of any Furniture Products which are no longer required within fifteen (15) days of delivery. A returns note will be raised and sent to the Buyer by fax or email.
- 5.3 The Seller will arrange the collection and transportation of the Furniture Product to be returned to the Seller. The Buyer may, with the Seller's consent, and at the Buyer's own expense, return the Furniture Products to the Seller at Paperpunch Interiors, Paperpunch Interiors Returns, Unit 2 Finglas Business Park, Tolka Valley, Finglas, Dublin 11. The Buyer shall be charged either (i) a 35% restocking fee for all Furniture Products that are collected by the Seller and returned; or a 15% restocking fee for all Furniture Products that are returned by the Buyer at its own expense in accordance with Condition 5.5 below.
- 5.4 The Furniture Products returned must be received by the Seller in a re-stockable and resalable condition, un-used and in original and secured undamaged packaging and must include the returns documentation provided by Paperpunch Interiors Customer Service. Any Furniture Products returned that cannot be re-stocked due to the Buyer's failure to comply with this Condition 5.4 will be returned to the Buyer, and the Seller shall be entitled to apply a carriage charge to the Buyer's account.

- 5.5 If the returned Furniture Products are accepted, the Seller shall apply a credit to the Buyer's account, less a thirty-five per cent (35%) restocking fee or a fifteen per cent restocking fee if the Buyer returned the Furniture Products at its own expense. Any delivery charges relating to the original delivery are non refundable in this instance.

PAPERPUNCH FACILITIES SUPPLIES PRODUCTS

SUPPLEMENTARY CONDITIONS

A. GENERAL

- A1. These Supplementary Conditions apply to Orders for Facilities Supplies Products and are in addition to the Conditions.
- A2. Words and expressions in these Supplementary Conditions shall have the same meanings as set out in the Conditions unless stated to the contrary.
- A3. In the event of any conflict between the terms of the Conditions and these Supplementary Conditions the provisions of these Supplementary Conditions will prevail.

B. DELIVERY DATE CONFIRMATION

- B1. Following receipt of an Order for Facilities Supplies Products the Seller will, after first consulting with its own relevant supplier, advise the Buyer of the estimated delivery date for the Goods. The Buyer shall be entitled to request the Seller to agree to cancel the order where the estimated delivery date advised is not acceptable to the Buyer. The Seller may consent to a cancellation where the Seller is able to cancel its own order with its supplier without penalty. If the Seller does not agree to cancel the Order then the Seller shall be entitled to proceed with such order in accordance with the Conditions and these Supplementary Conditions.

C. DELIVERY

- C1. If the Buyer fails or refuses to take delivery of the Facilities Supplies Products when agreed by the Seller and the Buyer the Seller may store the Facilities Supplies Products until actual delivery and charge the Buyer for the costs (including insurance) thereof or (at the Sellers option) sell the Facilities Supplies Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess of the sale proceeds over the price agreed between the Seller and the Buyer for the Facilities Supplies Products or charge the Buyer for any shortfall of the proceeds below such price or where the Seller cannot sell the Facilities Supplies Products charge the Buyer at the full invoice value for the Facilities Supplies Products.

D. RETURNS

- D1. The Buyer may not return Facilities Supplies Products following delivery other than in accordance with this section D.
- D2. The Seller's customer services office must be notified of any claim in respect of any returns or request by post, facsimile, e-mail or by telephone specifying the reason giving rise to such claim or return. Notification must be made within the time limits set out below for each reason giving rise to a claim. Where such a claim or request is made by telephone it will only be considered by the Seller if an acknowledgement reference is obtained by the Buyer and the claim or request is confirmed by post facsimile or e-mail by the Buyer within 3 Working Days quoting the acknowledgement reference.
- D3. If the Facilities Supplies Products are damaged when delivered then the Buyer should refuse delivery and sign the delivery note as damaged. The Facilities Supplies Products will then be replaced free of charge provided that the Buyer notifies the Seller within 3 days of delivery.
- D4. If the Facilities Supplies Products are discovered to be damaged after delivery, then the Facilities Supplies Products are non-refundable. If the Buyer notifies the Seller of the damage within 3 days of delivery and in writing within 6 days of delivery, the Seller may, in its sole discretion offer a 5% discount in the Price.
- D5. If the Facilities Supplies Products are faulty then the Buyer must notify the Seller as soon as possible. Faulty Facilities Supplies Products under €20 will be replaced free of charge. The Seller will arrange for the faulty Facilities Supplies Products €20 or over to be collected and inspected and if found faulty will be replaced free of charge. For Facilities Supplies Products found to not be faulty the Buyer shall incur an additional carriage charge of €20 and, after receipt of payment the original item shall be returned to the Buyer.
- D6. If a Facilities Supplies Product is no longer required then the Buyer should notify the Seller within 14 Working Days of delivery. The Seller may, in its sole discretion, accept the return at the Buyer's own cost subject to a handling charge that shall be calculated as set out below (other than in ROI and NI) and notified to the Buyer. If a Facilities Supplies Product is no longer required in ROI the handling charge shall be calculated on a case by case basis and a quote will be provided by the Seller in response to the Buyer's return request.

PAPERPUNCH FACILITIES SUPPLIES PRODUCTS SUPPLEMENTARY CONDITIONS

Cost of Facilities Supplies Product	Collection charge	Handling Charge
€30 or less	Buyer's responsibility	€10.00
Between €30 & €120	included in handling charge	€30.00
€120 or more	included in handling charge	25% of the cost

E. CANCELLATION

- E1. The Buyer may cancel an Order for Facilities Supplies Products at any time prior to dispatch. Once the Facilities Supplies Products have been dispatched any cancellation shall be treated as a product that is no longer required in accordance with D5 of these Supplementary Conditions.