

Terms and Conditions of Sale

These Terms and Conditions of Sale are for Business Account Holders only. If you are a Consumer, please go to the Terms and Conditions for Consumers www.5staroffice.net/consumer-terms or if you are not a Business Customer that is not a Business Account Holder, please go to the Terms and Conditions for Business Customers www.5staroffice.net/b2b-terms.

1 DEFINITIONS

1.1 In these Conditions, the following definitions apply:

“Business Account Holder” means a person, firm or company acting in the course of a business that has applied for and has been accepted by the Company to hold a Business Account (a credit account) with the Company.

“Business Customer” means a person, firm or company acting in the course of a business that buys Goods through the Company’s Website.

“Company” means Warrens Office Ltd trading as 5 Star Office of 1 Moorside Point, Moorside Road, Winnall, Winchester, Hampshire SO23 7RX (registered in England and Wales with company number 01613232).

“Company’s Website” means the website located at www.5staroffice.net or any subsequent URL which may replace it.

“Conditions” means the terms and conditions set out in this document as amended from time to time by the Company.

“Consumer” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.

“Client” means the person, firm or company, that is a Business Account Holder, purchasing or offering to purchase the Goods from the Company as may be specified in its online order form, by telephone or by hard copy order form.

“Contract” means any contract between the Company and the Client for the purchase of Goods, incorporating these Conditions.

“Delivery” means the delivery of the Goods to the Delivery Address in accordance with clause 3.23.

“Delivery Address” means the address for delivery set out in the Order.

“Dispatch Confirmation” means the email from the Company to the Client in response to an Order placed online that confirms that the Goods have been dispatched.

“Goods” means the goods (or any part of them) set out in the Order.

“Order” means the Client's order for the Goods as detailed in the online order form or in the Company's Dispatch Confirmation.

2 BASIS OF CONTRACT

- 2.1 The Contract shall be on these Conditions to the exclusion of all other terms and conditions.
- 2.2 These Conditions apply to all the Company's sales to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Company. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.3 Each Order or acceptance of a quotation for Goods by the Client from the Company shall be deemed to be an offer by the Client to buy Goods subject to these Conditions. Quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 14 days from its date of issue, provided that the Company has not previously withdrawn it.

3 DELIVERY

- 3.1 Any dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence. If no dates are so specified, Delivery shall be within a reasonable time.
- 3.2 The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by the Client's failure to provide the Company with adequate Delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Address.
- 3.4 The Client must notify the Company within 24 hours of the completion of Delivery of the Goods of any damage to the goods or incomplete Delivery, otherwise the Client will be deemed to have accepted the Goods.
- 3.5 If, within 5 days of placing an Order, the Client amends or cancels an Order by providing the Company with written notice, the Client's liability to the Company shall be limited to payment of all costs that the Company reasonably incurs in fulfilling the Order until receipt of the Client's amendment or cancellation.
- 3.6 The Company may deliver the Goods by instalments. Each instalment shall constitute a separate contract. Any delay in Delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.
- 3.7 If upon Delivery only part of an Order can be fulfilled, the Company shall advise the Client which of the Goods supplied are only temporarily unavailable. Orders for Goods that are

temporarily unavailable will be fulfilled by the Company as and when the Goods are available.

4 DESCRIPTION AND QUALITY

- 4.1 The Company warrants that on Delivery, and for a period of 28 days from the date of Delivery or provided by the manufacturer of the Goods if longer ("Warranty Period"), the Goods shall conform in all material respects with their description and any applicable specification, be free from material defects in design, material and workmanship; and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 4.2 If the Client gives notice in writing to the Company during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1, the Company shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.
- 4.3 The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 4.12 if the Client makes any further use of such Goods after giving notice in accordance with clause 3; or the defect arises because the Client failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice; or the defect arises as a result of the Company following any drawing, design or specification supplied by the Client; or the Client alters or repairs such Goods without the written consent of the Company; or the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 4.4 Except as provided in this clause 4, the Company shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 2.
- 4.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 4.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

5 RISK AND TITLE

- 5.1 Risk in the Goods shall pass to the Client on Delivery. The Company shall not be liable for any loss of or any damage to the Goods occurring after Delivery.
- 5.2 The title in any Goods supplied by the Company to the Client shall not pass to the Client until the date when the Client has paid the Company all monies owing by it to the Company for the Goods and all other sums which are or which become due to the Company for sales of the Goods or any other products to the Client.

- 5.3 Until the date referred to in clause 5.2, the Client shall not be entitled to dispose of the Goods in any way whatsoever and shall hold the Goods as trustee for the Company and shall store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Company's property and shall maintain the Goods in satisfactory condition and keep the insured against all risks for their full price from Delivery and notify the Company immediately if it becomes subject to any of the events listed in clause 7.
- 5.4 If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in clause 7, or the Company reasonably believes that any such event is about to happen and notifies the Client accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have the Company may at any time require the Client to deliver up the Goods and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

6 PRICE AND PAYMENT

- 6.1 The price of the Goods shall be the price set out in the price list issued by the Company to the Client in force as at the date of Delivery.
- 6.2 The Company's published prices for the Goods are exclusive of VAT or any similar tax or duty which may be imposed in respect of the sale of goods. The Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 6.3 Time for payment shall be of the essence and no payment shall be deemed to have been received until the Company has received cleared funds.
- 6.4 The Company will invoice the Client for the price of the Goods dispatched in fulfilment or part fulfilment of an Order and such an invoice shall be paid on 30 days from the end of the month by Direct Debit. An application for a Business Account will only be considered if the Direct Debit Mandate has been completed.
- 6.5 The Direct Debit will be collected on our behalf by our sister company Warrens Office Ltd.
- 6.6 All payments payable to the Company by the Client shall become due immediately on termination despite any other provision.
- 6.7 The Client shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client.
- 6.8 Failure by the Client to make payment to the Company by the due date for payment under the Contract shall entitle the Company to:
- 6.8.1 Cancel all trading arrangements with the Client and terminate the Contract; and/or

- 6.8.2 Suspend trading arrangements with the Client until the outstanding sums have been paid; and/or
- 6.8.3 Charge interest until payment on any outstanding sums before and after judgement at 4% above the Base Rate of National Westminster Bank Plc; and/or
- 6.8.4 Enter any premises in which the Client is trading or operating at the time and to seize and remove any Goods for which payment has not been received.

7 CLIENT'S INSOLVENCY

7.1 This clause 7 applies if:

- 7.1.1 The Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- 7.1.2 The Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Client is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client; or
- 7.1.3 A creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- 7.1.4 The Client (being a company) an application is made to court, or an order is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Client; or
- 7.1.5 The Client (being a company) a floating charge holder over the assets of the Client has become entitled to appoint or has appointed an administrative receiver; or

- 7.1.6 An order is made or a resolution is passed for the winding up of the Client or if circumstances arise which entitle the Court to make a winding-up order; or
- 7.1.7 The Client, being a partnership, shall be dissolved or, being an individual, shall have a bankruptcy petition presented or shall die; or
- 7.1.8 A person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client; or
- 7.1.9 The financial position of the Client deteriorates to such an extent that in the opinion of the Company the capability of the Client to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 7.1.10 An encumbrancer takes possession of any of the property or assets of the Client; or
- 7.1.11 The Client ceases or threatens to cease carrying on business; or
- 7.1.12 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

- 7.2 If this clause 7 applies then without prejudice to any other rights or remedies available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Client and if the Goods have been delivered and not paid for the price shall become immediately due and payable notwithstanding any prior agreement or arrangements to the contrary.

8 DATA PROTECTION

- 8.1 The Company shall comply with all applicable laws including the General Data Protection Regulation (Regulation (EU) 2016/679) and all related data protection legislation having effect in the United Kingdom from time to time. For further information on the Company's use of any client data, please see the Company's data privacy policy at www.5staroffice.net/privacy-policy.

9 FORCE MAJEURE

- 9.1 For the purposes of these conditions, a Force Majeure Event means an event beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 9.2 The Company shall not be liable to the Client as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.

10 ASSIGNMENT

- 10.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 10.2 The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

11 LIMITATION OF LIABILITY

- 11.1 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, or defective products under the Consumer Protection Act 1987, or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 11.2 Subject to clause 11.1 the Company shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by the Company, its employees, agents or subcontractors).
- 11.3 The Company's total liability per Order to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by the Company, its employees, agents or subcontractors shall not exceed the total value of the applicable Dispatch Order.
- 11.4 This clause 11 shall survive termination of the Contract.

12 GENERAL

- 12.1 All notices under the Agreement shall be in writing addressed to:
 - 12.1.1 Where the recipient is the Company, paul@warrensoffice.co.uk; or
 - 12.1.2 Where the recipient is the Client, the email address set out in the Order.
- 12.2 Notices are deemed to have been duly given by email:
 - 12.2.1 If the e-mail or other electronic transmission is sent on a business day before 4.30p.m., on that day; or

12.2.2 in any other case, on the next business day after the day on which it was sent.

- 12.3 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 12.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 12.5 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 12.6 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 12.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.8 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.