

Terms and Conditions of Sale

These Terms and Conditions of Sale are for Business Customers that are not Business Account Holders. If you are a Business Account Holder, please go to the Terms and Conditions for Business Account Holders www.5staroffice.net/account-holder-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 neither a consumer nor a Business Account Holder, purchasing or offering to purchase the Goods from the Company as may be specified in its online 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 3.33.

“Delivery Address” means the address for delivery set out in the Client’s online order form.

“Dispatch Confirmation” means the email from the Company to the Client 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 www.5staroffice.net is a website operated by the Company.
- 2.2 The Company's Website is only intended for use by Clients resident or registered in the UK. The Company does not accept orders from Clients who are not registered or resident in the UK. By placing an Order through the Company's Website, the Client warrants that:
 - 2.2.1 It is legally capable of entering into binding contracts; and
 - 2.2.2 It is resident or registered in the UK; and
 - 2.2.3 It is accessing the Company's Website from the UK.
- 2.3 The Terms of Website Use, which can be found at www.5staroffice.net/terms-conditions, form part of these Conditions. The Client is responsible for making all arrangements necessary for it to have access to the Company's Website.
- 2.4 The Contract shall be on these Conditions to the exclusion of all other terms and conditions.
- 2.5 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.
- 2.6 Each Order issued for Goods by the Client to the Company shall be deemed to be an offer by the Client to buy Goods subject to these Conditions. Pricing of the Goods on the Company's Website shall not constitute an offer.
- 2.7 After the Client has placed an Order on the Company's Website, it will receive an email from the Company acknowledging that the Order has been received. This does not constitute an acceptance of the Client's Order by the Company. No Order placed by the Client shall be deemed to be accepted by the Company until a Dispatch Confirmation is issued by the Company.
- 2.8 The Contract will only relate to Goods that the Company has confirmed in the Dispatch Confirmation. The Company will not be obliged to supply any other Goods which may have been part of the Client's Order until the dispatch of such Goods has been confirmed in a separate Dispatch Confirmation.
- 2.9 In the event that the Goods ordered by the Client are not available, the Company reserves the right to offer the Client alternative Goods of equivalent quality and value, so far as is possible, to the Goods ordered by the Client (the "Alternative Goods"). Details of the Alternative Goods will be set out in the Dispatch Confirmation. By accepting Delivery of

the Alternative Goods, the Client accepts the offer from the Company to supply the Alternative Goods.

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 in the Dispatch Confirmation, 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 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.
- 3.6 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 Although the Company aims to keep the Company's Website as up to date as possible, the information including descriptions of Goods appearing on the Company's Website at a particular time may not always reflect the position exactly at the moment that the Client places an Order.
- 4.2 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).
- 4.3 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 4.12, the Company shall, at its option, replace the defective Goods or refund the price of the defective Goods in full.

- 4.4 The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.2 if the Client makes any further use of such Goods after giving notice in accordance with clause 4.3; 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.
- 4.5 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 4.12.
- 4.6 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.
- 4.7 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.

6 PRICE AND PAYMENT

- 6.1 The price of the Goods (the "Price") will be as quoted on the Company's Website from time to time, except in cases of obvious error.
- 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 and/or Services.
- 6.3 The Price excludes the cost of Delivery ("Delivery Costs") and these will be added to the total amount due.
- 6.4 Prices and Delivery Costs are liable to change at any time but changes will not affect Orders in respect of which the Company has already sent a Dispatch Confirmation to the Client.

- 6.5 The Company's Website contains a large number of Goods and it is always possible that, despite best endeavours, some of the Goods listed on the Company's Website may be incorrectly priced. Prices are normally verified as part of the Company's dispatch procedures so that where a Goods' correct price is less than the stated price on the Company's Website, the Company will usually charge the Client the lower amount when dispatching the Goods. If the Goods' correct price is higher than the stated price on the Company's Website, the Company will normally, at the Company's discretion, either contact the Client to offer the Goods at the higher price before dispatching the Goods or reject the Client's Order and notify the Client of such a rejection.
- 6.6 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.

7 REFUNDS POLICY

- 7.1 Where the Client returns Goods to the Company, for example in accordance with Clause 4, the Company will examine the returned Goods and notify the Client whether or not the Company accepts the Client's claim for a refund via email within a reasonable period of time.
- 7.2 Where the Company deems that a refund is due, it will usually make a refund using the same method originally used by the Client to make payment for the Goods. The Company will usually process the refund due to the Client as soon as possible and, in any case, within 30 days of the day on which the Company confirmed to the Client that it was entitled to a refund.

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 Confirmation.
- 11.4 This clause 11 shall survive termination of the Contract.

12 GENERAL

- 12.1 The Company has the right to revise and amend these Conditions from time to time.
- 12.2 The Client will be subject to the policies and Conditions in force at the time that the Client places the Order through the Company's Website, unless:
 - 12.2.1 Any change to those policies of these Conditions is required to be made by law or government authority (in which case it will apply to Orders previously placed by the Client); or
 - 12.2.2 If the Company notifies the Client of the change to those policies or these Conditions before it sends the Dispatch Confirmation to the Client (in which case the Company has the right to assume that the

Client has accepted the change to the Conditions, unless the Client notifies the Company to the contrary within 7 working days of receipt by the Client of the change).

- 12.3 The Client accepts that communication with the Company will be mainly electronic. The Company will contact the Client by email or provide the Client with information by posting notices on the Company's Website. Where there is any legal or contractual requirement that a communication shall be in writing, it shall be sufficient that such a communication is made through these electronic means.
- 12.4 All notices under the Agreement shall be in writing addressed to:
 - 12.4.1 Where the recipient is the Company, paul@warrensoffice.co.uk; or
 - 12.4.2 Where the recipient is the Client, the email address set out in the Order.
- 12.5 Notices are deemed to have been duly given by email:
 - 12.5.1 If the e-mail or other electronic transmission is sent on a business day before 4.30p.m., on that day; or
 - 12.5.2 in any other case, on the next business day after the day on which it was sent.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 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.
- 12.11 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.