

CONDITIONS OF SALE

1. DEFINITIONS:

"BOSS"

Boss Direct Limited

"THE CUSTOMER" The person or firm or company purchasing goods or services from Boss

2. ORDERS

- 2.1 All contracts entered into for the sale and/or supply of goods or services between Boss and the Customer after the date hereof shall be subject to the following Terms and Conditions unless otherwise agreed by Boss in writing.
- 2.2 A contract to sell or supply goods or services shall be created only when Boss has accepted, either in writing or orally or by conduct, an offer from the customer for the purchase by or supply to if of goods or services and such acceptance and contract shall be subject to these Terms and Conditions.
- 2.3 These Terms and Conditions shall override any representation made to the Customer or any terms conditions or warranties stipulated incorporated or referred to by the Customer prior to the contact or in the customer's order unless Boss expressly in writing otherwise agrees.

3. PRICES:

- 3.1 Unless otherwise stated prices quoted are all for goods collected from the premises of Boss or its Employees Agents.
- 3.2 Boss reserves the right to vary the prices displayed in its Price List without notice to the Customer and the price payable by the customer shall be that price ruling at the date of dispatch.
- 3.3 Where applicable Valued Added Tax (or any similar tax in force from time to time) will be added to the price payable by the Customer.

4. PAYMENT

- 4.1 Unless otherwise agreed in writing between Boss and the Customer, payment is due to by last day of the month immediately following the month in which the products are delivered or services rendered.
- 4.2 Where an order is spread over more than one delivery, each delivery will be invoiced as dispatched and payable as s4.1.
- 4.3 If payment is not received in full when due, the Customer shall pay interest on the unpaid amount at a rate of 4% over the Barclays Bank plc base lending rate ruling at that time.
- 4.4 Boss reserve the right to defer without penalty delivery of any goods or services which have been ordered by the Customer so long as any amounts remain overdue for payment or any credit limit exceeded.
- 4.5 Boss reserves the right set off amounts due to the Customer for purchases from it against payments due to Boss by the Customer.

5. SPECIFICATION AND QUALITY

- 5.1 All specifications illustrations, drawings, weights and measures and other data issued by Boss are an approximate guide and shall not form part of the implied terms of any agreement with the Customer except where Boss has provided express written details of product specification.
- 5.2 No Condition or warranty, express or implied, is given by Boss as to quality or fitness of the goods for any particular purpose unless expressly warranted by Boss in writing.
- 5.3 Claims by the Customer for goods considered faulty will only be entertained if the following procedure is adhered to: Claims must be in writing detailing (a) the type and quantity of the goods (b) an explanation of the problem (c) a sample of the alleged faulty goods (d) either the date(s) they were supplied or the Invoice numbers and where the alleged fault affects copy print quality then (e) sample prints illustrating the fault and (f) the service history of the machine in which the returned sample goods were installed.
- The liability by Boss is limited to the replacement of goods or a refund of the cost of returned goods. Goods for return on acceptance of liability by Boss should be packaged by the Customer or collection by Boss who will bear the return delivery costs.
- 5.4 No claim will be accepted for defects notified to the Customer before delivery.
- 5.5 Boss reserves the right not to accept Goods returned without prior agreement. Such goods will be liable to an inspection charge of £10 and collection charges will be payable by the customer.
- 5.6 If any goods or services supplied by Boss prove defective, the Customer shall notify Boss in writing as soon as possible. Boss will repair or replace or remedy at its expense but will not be under any further liability.
- 5.7 Claims in respect of any alleged discrepancies on invoices must be made within 30 days of receipt.

6. MINIMUM ORDER VALUE

- 6.1 Minimum order value for free delivery - £35 excluding VAT

7. DELIVERY

- 7.1 All delivery dates are estimates only and Boss shall not be liable for any loss, cost, damages or expenses suffered by the Customer or any other person or Company howsoever arising whether directly or indirectly out of any failure to meet any estimated delivery date.
- 7.2 If instructions for delivery are not received within fourteen days of Boss advising the Customer that goods are ready for dispatch having been ordered, Boss reserves the right to charge storage and insurance and to regard the goods as delivered for purposes of payment.

8. RISK

- 8.1 The risk in all goods shall pass to the Customer at point of delivery and before unloading

9. RESERVATION OF TITLE

- 9.1 Unless full payment for any goods supplied under this or any other contract with Boss has been received by Boss.
- 9.2 The property in the goods shall remain in Boss but the Customer shall be at liberty to sell the goods (subject to 9.3 and 9.4 below)
- 9.3 The Customer shall keep and store the goods as Bailee in such a way as they can be identified as being the property of Boss.
- 9.4 The Customer's power to sale will automatically cease if it becomes bankrupt or has a Receiver or Administration appointed over all or any part of its asset or business or suffers the presentation of a wind up petition or it fails to satisfy any judgement within fourteen days.
- 9.5 Boss may at any time revoke the Customer's power of sale by notice to the Customer if the customer is in default for longer than seven days in the payment of any sum due to Boss or if Boss has bona fide doubts that the Customer is unable to pay its debts.

10. LOSS OR DAMAGE IN TRANSIT

- 10.1 No claim for loss or damage in transit will be considered unless it is received by Boss within 14 days after date of dispatch. If a claim is established the liability of Boss will be limited to replacing or repairing the missing or damaged goods or, at Boss's option, refunding the purchase price.

11. CONSEQUENTIAL LOSS

- 11.1 Boss hereby expressly excludes to the extent permitted by Law any liability (arising in contract or in tort howsoever otherwise arising) for:
- 11.2 Consequential loss or damage caused by or arising out of use the goods and services or occurring in respect of them.
- 11.3 Loss or damage due to fair wear and tear and negligence or improper use, operation, storage or handling.
- 11.4 Loss injury or damage (including consequential loss) arising from fire, accident, industrial dispute, civil disturbances, war, or any other act or accidental default interfering with the manufacture, supply, dispatch or delivery of goods and services and beyond the reasonable control of Boss.

12. CANCELLATION

- 12.1 Orders placed cannot be cancelled except with Boss's consent in writing and on terms which will indemnify Boss against loss.

13. TERMINATION

- 13.1 Boss shall be entitled without prejudice to its other rights to terminate the contract or at its option to suspend further deliveries in the event of non-payment (clauses 4.1 to 4.5) or if the Customer fails to take delivery of the goods in accordance with the contract or if any of the events mentioned in clauses 9.3 occur or if a delivery is prevented, delayed or interrupted by rules, regulations, requisitions or orders of any Government or Local Authority or by any of the events mentioned in Clause 11.4.

14. GOVERNING LAW

- 14.1 These Terms and Conditions of Sale shall in all respect by governed by and constructed in accordance with English Law.