

Terms and Conditions of Business

Omega Business Supplies, Unit 7, Crosland Industrial Estate, Stockport Road West, Bredbury, Stockport, SK6 2BR

- 1. Interpretation & Definition** Omega Business Supplies, Omega, & Omega Office Supplies are, or have been, trading names of LS&R Ltd and/or its successors and assignees. In these terms "you", "your", and "customer", as appropriate refer to the buyer and "we", "us", and "our" refers to the seller, LS&R Ltd. "Days" refers to working and non-working days including Bank, Public and National Holidays, unless otherwise stated.
- 2. Customer Conditions** are not acceptable or binding if they conflict with these terms and conditions of sale, or any other of Omega Business Supplies (LS&R Ltd) terms and conditions of sale.
- 3. Prices and Value Added Tax** All prices and quotations are exclusive of Value Added Tax (VAT). This will be added to invoices at the applicable rate on tax point date or date of sale.
- 4. Quotations** Our quotations are valid on day of issue for a period of 5 days and are subject to stock availability. Quoted prices will be valid to the customer for a fixed period (usually stated on the quotation document) and are subject to manufacturer, supply or currency variations at any time. Quotations are for the sole use of the addressee and we reserve the right to withdraw any quotation that has been passed to or from you by a third party.
- 5. Contract Prices** will be maintained as long as possible or for the term of the agreed contract period and are subject to subsequent manufacturer or supplier price changes outside our control and may be passed on to the buyer. Due to the pricing volatility of EOS and paper products, these products are priced on a daily basis and the customer is advised to check current prices.
- 6. All Orders & Contracts** are accepted by Omega subject to force majeure without engagement regarding delivery and subject to prices ruling at the time of dispatch from our warehouse. Force Majeure shall include acts of God, riot, war, fire, explosion, flood, storm, lock-out, strike, legislation or regulation, service of proceeding alleging infringement of third party patent right, accident, breakdown of plant and machinery, and shortage of materials, etc. Minimum Order Values & Delivery Charges are as published in our current Price Lists, Catalogues, or Quotation.
- 7. Non-Standard Goods** or non-stock items (not all items in our catalogues are stocked) sent in accordance with customers written or verbal order cannot be accepted for return by Omega. Orders for Special items (and/or some non-stock items) must be confirmed in writing from or to the customer.
- 8. Compatibility** Responsibility for establishing the compatibility of any Omega supplied goods with papers, materials, or equipment used by the buyer in production, manufacture or use, shall rest with the purchaser. Omega shall not be liable for any loss, whether consequential or otherwise, or for deterioration of Omega supplied goods or other materials used with them in manufacture or otherwise, or caused by incompatibility.
- 9. Delivery & Collection** In normal circumstances: a) We will deliver an order within the agreed period but if we do deliver late you are not entitled to regard this as a breach of contract. b) Goods will normally be delivered to a convenient ground floor location at the delivery address supplied by you. We may charge you for desktop deliveries or deliveries to any location other than the normal delivery point unless previously agreed. You are considered to have given authority to accept a delivery on your behalf to any person who actually accepts the delivery at the delivery address. c) If we, or our agent, cannot deliver the goods to the delivery address, then we may either store the goods and deliver at a later date or return the goods to stock and deliver similar goods later. d) You are obliged to provide adequate labour and facilities at the delivery or collection address to load or unload the goods without undue delay. We will be entitled to compensation for any loss we suffer arising from delivery, non-delivery, collection or non-collection of the goods if it is not our (or our agents) fault that the delivery or collection cannot be carried out. e) If we deliver to you in instalments, then each delivery or instalment may be regarded as a separate contract and may be invoiced as such. f) Our prices exclude delivery or transport charges, insurance and taxes. We may charge you extra for these items (where applicable), if they are outside our normal delivery or transport agreements. There is no minimum order value but orders falling below what we consider to be a reasonable order value will attract a delivery charge. Any Delivery Charge we incur may be passed to you for reimbursement.
- 10. Delivery Times** Whilst every endeavour is made to effect deliveries at a given time or date if so requested, no representation as to the exact time or date is to be implied and no liability will be accepted for any loss or damage occasioned by delay in delivery howsoever caused. Any special deliveries or fixed times may be charged for.
- 11. Cancellation** of an order on Omega may be telephoned prior to the despatch of order (excepting 5, 6 & 7 above), but must be confirmed by letter or fax within 24 hours. Omega reserves the right to charge for any expenses already incurred at the time of cancellation, or if dispatched prior to cancellation, any delivery & collection expenses of so cancelled orders.
- 12. Shortage** Non-Delivery or Damages MUST be notified within 24 hours of receipt of order and confirmed by letter or fax. Customers signing for the receipt of goods, not noting shortages or damage, are liable for any loss. Customers signing for goods as UNEXAMINED or DAMAGED, must notify full details of any claim to Omega within 24 hours of receipt to avoid liability for the loss.
- 13. Proof of Delivery** can be provided if requested within 28 days of invoice. We cannot guarantee that a P.O.D. will be available after that time. An administration charge may be applied for providing this or copy invoices.
- 14. Price & Specification Changes** will be avoided wherever possible, however it should be appreciated that the nature of supply in today's ever changing office environment can dictate specifications may be altered at the manufacturers discretion, or price fluctuations as a result of currency changes and so many other international market forces. It is our policy to keep our customers informed about any changes relating to their order, however this is not always possible and we must reserve the right to make changes to specifications or prices without prior notification. This is particularly applicable to EOS and paper products.
- 15. Returns** Customers wishing to return goods for whatever reason MUST first contact our sales department within 5 days of delivery to request a Collection Note or Returns Authorisation Form. The relevant note and goods must be returned to us within 7 days and must state clearly the reason for return and appropriate evidence of defect. FAULTY is not sufficient detail and therefore not reason for return. We reserve the right to charge a handling fee, plus collection costs, for returns of goods correctly supplied by Omega. The issue of a Returns Authorisation or Collection Note is not an agreement for credit. Returns of any unused stock items if approved and agreed may be subject to a handling charge, which will be deducted from the credit. Some products (particularly E.O.S.) have a shelf life and may not be returnable. Foodstuff, hygiene and similar other products are non-returnable in any circumstances. Opened E.O.S. products are NOT returnable unless faulty and are subject to manufacturers inspection and agreement to refund or replace.
- 16. Collections and Returns** will normally only be acceptable if the goods are re-saleable and in original condition and packaging. Damaged or de-faced product packaging is not acceptable. This does not include faulty goods where we return a product to a third party on behalf of the purchaser. If Omega incurs carriage or similar charges in returning or collecting any goods to or from a third party, we retain the right to pass on those charges to the purchaser.
- 17. Claims** If any goods supplied by Omega prove to be defective, Omega will at its option replace the defective item, refer the item to the manufacturer/supplier or refund the price of the goods. In no circumstances will our liability exceed the price paid for the goods. Omega shall not in any circumstances be liable for damages or loss, whether consequential or otherwise, howsoever caused, and this undertaking is given in place of and excludes all or any other warranties and conditions whatsoever whether implied by statute or otherwise. This will not affect your statutory rights.
- 18. Terms of Payment** The prices charged and against which payment must be made, will be those prices ruling at the date of dispatch of the goods or services. Unless otherwise agreed, cash, credit card payment or cheque must be sent with order or cash paid against a proforma invoice until a credit account has been approved. Credit terms require payment within 30 days from month end of invoice date (unless an extended or alternative period has been agreed in writing), but Omega reserve the right to withdraw credit facilities at any time or to suspend further deliveries in the event of any failure by the purchaser to adhere to these terms of credit. It is an express condition of sale that Omega shall be entitled to refer any overdue debt to a collection agency and charge without notice, interest at 8% above National Westminster Bank plc Lending Rate, calculated daily, on balances more than 7 days overdue. In the event of Omega having recourse to debt collection and/or legal action against the purchaser in order to obtain payment of outstanding accounts, an administration charge and any costs incurred in so doing are payable by the purchaser on a full indemnity basis and as per the Late Payment of Commercial Debts (Interest) Act 1998, as amended and Late Payment of Commercial Debts Regulations 2002. The Seller shall also be entitled to compensation and or an administration charge, as defined by the regulations. Omega shall be entitled to recover and resell any goods for which payment has not been received and any shortfall from the sale of those goods shall be the responsibility of the original purchaser. In the event of default of payment by dishonoured cheque or similar, the seller shall apply an administration charge to the buyer which will be additional to any charges for recovery or debt collection.
- 19. Queries** Should be raised within 7 days of the event occurrence (i.e. invoicing) to enable any investigation to be completed and rectified if necessary, otherwise it may be impossible to trace and resolve any issue
- 20. Retention of Title** Ownership of any goods supplied will remain with LS&R Ltd until such time as the purchaser makes payment in full, although risk shall pass to the purchaser on delivery of the goods. In the event of payment not being made within 14 days of the due date, Omega shall be entitled to enter any premises where the goods may be to recover possession. In the event that the purchaser prior to payment resells such goods, Omega will be entitled to the proceeds of any such sale up to the full amount owing to Omega, including any additional costs incurred in the retrieval of such goods. Goods not paid for shall be stored, at no cost to Omega, so that they are identifiable as belonging to Omega.
- 21. General** The above represent our basic terms and conditions of business but are not final. Any changes or additions will be advised by separate letter or printed on the relevant invoice and will apply to any unpaid invoice. No variation or addition hereto shall be binding upon LS&R Ltd, Omega Business Supplies, or its subsidiaries or associated companies unless given in writing by a Director of LS&R Ltd. English Law shall govern these terms and conditions of business. We reserve the right to amend these terms and conditions at any time after giving you one month's notice or printing on subsequent delivery notes, invoices, or other Omega documents sent to you. In accepting any delivery or order, the buyer agrees to and accepts these terms and conditions