TERMS & CONDITIONS OF SALE

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Definitions

The "Seller" means Thurgoods Ltd T/A Total Office

The "Buyer" is the person or company buying the goods under these terms and conditions

The "Goods" mean the goods that are to be sold under a contract of sale between the Seller and the Buyer.

"Special" items are products not held within our standard stocked range.

Quotations

Our quotations remain valid for 28 days from the date of issue and are for the sole use of the addressee.

Delivery & Collection of Goods

In normal circumstances:

We will deliver an order within the agreed period, but we can not be held responsible for any loss caused by late delivery. If we do deliver late you are not entitled to regard this as a breach of contract.

Goods will be delivered to the delivery address supplied by you. 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.

If we, or the goods carrier cannot deliver to the delivery address then we may either store the goods and deliver at a later date, or return the goods to stock and delivery similar goods later.

Prices

All prices quoted are exclusive of Value Added Tax (VAT). VAT will be applied to all invoices at the rate applicable on the tax point date. The tax point date will be the date of the invoice.

Payment.

Unless otherwise stated the invoice must be paid in full by the end of the following month of the invoice date (Net Monthly) We reserve the right to charge interest at 8% per annum over the Bank of England minimum lending rate on any overdue account.

Returns

Items can only be accepted for return with prior consent from our sales office.

Any non-special items returned with 10 days will not be subject to a handling charge.

Items returned after 10 days may be subject to a handling charge and this will be advised by our sales office.

Special items obtained at customer request are strictly non-returnable

Any item accepted for credit must be in pristine condition and returned correctly packed in its original packaging.

Catalogue & Brochures

All descriptions and illustrations of goods in any catalogue, brochure, price list, web site or in any other document supplied by us are designed for general guidance only and do not form part of any contract between you and us. We accept no liability for any errors or omissions in such documents and cannot be liable in any circumstances for any loss or damage resulting from your reliance on such descriptions and illustrations.

Force Majeure

We reserve the right to cancel an order or suspend or delay delivery of it without being liable for any loss or damage if supply of the goods is prevented or delayed by reason of war, (whether declared of not), civil strife, riots, adverse weather conditions, fire, flood, labour disputes, accidents or any other causes or circumstances beyond our control.

Shortages, Damages, Discrepancies and/or Loss in transit

We will at our discretion refund, replace or issue credit where goods have been lost, wrongly delivered, damaged in transit or there is a short supply of an order. We will only consider claims made within 5 days of the date of delivery.

If a whole consignment of goods is lost then you must inform us within 10 days of the invoice date.

Retention of title.

Notwithstanding delivery of the goods, we still own them until you have paid in full for them in accordance with this contract. The risk of the goods passes to the buyer upon delivery.



