



Terms & Conditions of Service

1. Conditions of Sale

These conditions of Sale ("Conditions") are entered into between Eco-Tender ("Seller") and any person or business to whom we supply goods ("Buyer"). By placing an order with Eco-Tender, you are deemed to accept that these conditions shall apply to and Govern any agreement between us to the exclusion of all other terms and conditions (including any other terms or conditions which you purport to apply under any Purchase Order, Confirmation of Order or other correspondence or documentation). We have provided an acknowledgement of our agreement to make that supply. That acknowledgement incorporates these conditions (except where they are specifically amended in the acknowledgement) and specification of the goods and incidental services: If not, our standard specification will apply the price agreed to the delivery or collection details. That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both parties.

2. Terms of Sale

Items on the Buyers contract list will be fixed for an agreed duration. Items can be added or removed by either party. Items not on contract are subject to market fluctuations and the actual prices to be paid by the Buyers shall be the sellers price ruling at the date of the order. The seller will be entitled to charge the Buyer the amount of Value Added Tax for which the seller is liable.

- a. Goods must be paid for within 30 days from the end of the month of Invoice, unless otherwise agreed verbally or in writing;
- b. If the buyer fails to make full payment within 30 days from the date of invoice, without prejudice to any other right or remedy available to the seller, the seller shall be entitled to;
 - i. Suspend any further deliveries to the Buyer;
 - ii. Charge Interest at 2% above the Bank of England base rate or the rate payable on judgement debts, whichever is higher, up to a maximum of 8% per annum;

3. Returns

Orders can be cancelled at any time and refunded within 30 days of receiving the goods. If the order is in transit and has been dispatched, Eco-Tender will organise a collection and a) credit the Buyers account or b) issue a full refund for the cancelled goods. Any potential re-stocking fee will be agreed between the Buyer and the Seller in the first instance.

- a. The Seller has no obligation to accept returns of goods supplied and to credit the buyers account in full save the following circumstances.
 - i. If goods have been damaged in transit; or
 - ii. If the goods are subject to a bona fide complaint in the respect of the quality of the goods made pursuant to Clause 5 hereof.

- b. Any return pursuant to Clause 16a) above shall be made within 14 days of receipt in accordance with the Sellers Returns Policy in force from time to time, which is expressly incorporated into these conditions.
- c. Any request for the return of goods under this clause shall be made by the Buyer to the Seller through spoken word, email or written letter.
- d. The seller may, at its absolute discretion, elect to provide by post or any other means, any missing or faulty components or fixings for goods in lieu of accepting a return, provided that these components or fixings are provided without delay.
- e. A separate returns procedure applies in respect of electronic office supplies and business machines. Where the manufacturer or distributor operates a returns policy will only be accepted in accordance with that policy which is available on written request. To the extent that a manufacturer or distributors policy does not apply the policy set out in clause 16 will apply. The seller will not be responsible for installation of repaired goods after repair or exchange. Any labour costs in extracting defective parts and or components will be borne by the Buyer. The Buyer will be responsible for the cost and insurance of returning goods. If the Seller agrees to collect the goods for return and they are not ready for collection at the agreed time the Buyer will be responsible for any additional costs. Goods returned must be in their original packaging and accompanied by the Returns Note. If the Buyer fails to comply with this requirement, the Seller may charge a handling fee of 25 percent of the invoice price of the goods. A handling charge of an amount notified to the Buyer will apply in respect of all returned goods. If any goods returned are not faulty they will be returned to the Buyer and the Buyer will be liable for any costs related in returning the goods. All amounts payable by the Buyer to the Seller will be payable within 14 days of Invoice in this circumstance.
- f. Except in the case of a return pursuant to clause 16a) above, the Seller will not accept a return of any marked items marked with 'Non-Returnable' within its catalogues or website.
- g. The Seller will not supply goods to the Buyer on an "on approval" basis. The Seller may, in its absolute discretion, accept a return of goods ordered by the Buyer in accordance with its returns policy.

4. Delivery

Deliveries will normally be completed within 24 hours of purchase, unless an item is larger, from overseas, bespoke, or other items that are not considered to be stocked products, in which case we allow 3 – 30 working days unless otherwise agreed with the Buyer. Any item on backorder within our supply chain will be delivered as soon as it comes back into stock with us and can be cancelled any time should the delay be considered unreasonable by the Buyer.

- a. Unless otherwise agreed in writing the Buyer shall be bound to accept goods ordered by them or on their behalf on notification that they are ready for delivery. If the Buyer fails to take delivery, the Seller will have the exclusive option to;
 - i. Re-sell the goods and charge the buyer for any shortfall below the price under agreement;
 - or
 - ii. To invoice the goods whereupon payment in full shall become forthwith;
- b. Any dates quoted for delivery of the goods are approximate only and only the seller shall not be liable for reasonable delay in the delivery of the goods for a cause beyond the Sellers reasonable control. Time for delivery shall not be of the essence unless previously agreed by the seller in Writing. The goods may be delivered by the seller in advance of the quoted delivery date upon giving reasonable notice to the buyer.
- c. If the seller fails to deliver the goods for any reason other than cause beyond the sellers reasonable control (in which case clause 15 applies) or the buyers fault, the Sellers liability shall be limited to the excess (if any) of the cost to the buyer of similar goods of identical quality to replace those not delivered over the price of the goods.

- d. If goods are not contracted to be delivered by instalments, late delivery of one instalment shall not entitle the buyer to reject any other instalment under the same contract, provided that the delay is temporary and reasonable in duration.
- e. The buyer is responsible for inspecting the goods on receipt o check for damage, discrepancies and shortages, a delivery note signed by the Buyer or its Agent is conclusive proof of correct delivery. Claims in respect of short deliveries, discrepancies or damaged goods in transit must be notified by the Buyer to the Seller in writing within 5 days of receipt of the goods. No claim can be made outside this time period.
- f. The content of the Sellers Invoice including the price of the goods, description of goods and delivery charges shall in the absence of manifest error, be deemed to have been accepted by the Buyer as correct unless the Buyer notifies the Seller within 14 days of the Sellers invoice.
- g. Delivery of goods to levels other than the ground floor may need assistance. When necessary, confirmation that the assistance is available will be required before dispatch.

5. Customer Default

The Seller may, without any prejudice to any of its other rights against the Buyer, terminate the agreement or suspend delivery under it if;

- a. Any sum is owing and overdue by the buyer to the seller, after taking reasonable steps to secure payment and the sum remains unpaid after an unreasonable delay.
- b. The Buyer is in serious breach of any other term of the Agreement and, once aware of the breach, fails to rectify it within a reasonable delay.
- c. The Buyer makes voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986 or any analogous legislation) or becomes subject to an administration order or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or (being an individual or firm) becomes bankrupt, or;
 - i. An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - ii. The buyer ceases, or threatens to cease, to carry on business; or
 - iii. The seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. On termination of this agreement, all amounts owed by the Buyer to the Seller will become immediately payable in full. Termination of this agreement will not affect any rights or liabilities that have occurred prior to termination. Termination of this agreement will not affect the continuation in force of any provision of this agreement, which is expressly or by implication to survive termination.

6. Force Majeure

No Liability is accepted by the seller for any direct or indirect loss arising from non-delivery or delay in delivery of any goods caused by act of God, riot or civil commotion, war, strike, lockout, fire, flood, drought, act of Government, failure to obtain shortages of raw materials or any other cause whatsoever beyond it's control.

7. Description of Goods

All descriptions and illustrations in any catalogues, price lists, advertising matter and other literature of the Seller are intended merely to present a general idea of the goods described therein and none of them shall form part of the Agreement.

8. Liability

The Seller shall be under no liability;

- i. In the respect of any defect in the goods arising from any drawing, design or specification supplied by the Buyer;
 - ii. In respect of any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the sellers of manufacturers specifications, application of use or instructions (weather oral or in writing) misuse or alteration without the sellers approval;
 - iii. By any oral warrant or representation given or made on its behalf unless confirmed in writing; or
 - iv. In respect of any data corruption or other damage to or loss computer software or hardware arising from the use of any computer software or hardware arising from the use of any computer media goods supplied hereunder by the seller in conjunction with any such software or hardware. It is the responsibility of the Buyer to ensure that it or the ultimate end-user of the goods takes all necessary precautions (including, but without limitation, testing the goods on up-to-date antivirus software) when used in conjunction with any other computer software or hardware)
- b. Where any valid claim in the respect of any goods which is based on any defect in the quality or condition of the goods arising under any warranty, condition, or guarantee, or any duty at common law, or their failure to meet specification, is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the goods (or part in question) as soon as reasonably possible and free of charge or, at the buyers discretion, refund to the Buyer the price of the goods (or part) provided a complaint is made in writing within 5 days after delivery and the goods (or parts) are returned. In such an event, the Seller will be responsible for arranging and paying for the cost of returning the goods (or part).
- c. Except in respect of death or personal injury caused by the Sellers negligence, the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the contract, for any consequential or indirect loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and weather caused by the negligence of the Seller, it's employees or agents otherwise) which arise out of or in connection with the supply of the goods of their use or resale by the buyer, except as expressly provided in these conditions. Non-exhaustive illustrations of consequential or indirect loss include:
 - i. Loss of Profit; or
 - ii. Loss of Contracts; or
 - iii. Loss of use;

9. Risk of Property

Risk of damage to or loss of the goods shall pass over to the Buyer;

- i. In the case of goods to be delivered at the sellers premises, at the time when the buyer collects the goods; or
 - ii. In the case of goods to be delivered otherwise than the Sellers premises, at the time of delivery or, if the buyer wrongly fails to take delivery of the goods, the time when the seller has tendered delivery for the goods.
- b. Notwithstanding delivery and the passing risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

- c. Until such time as the property in the goods passes over to the Buyer, the Buyer shall hold the goods as the Sellers fiduciary agent and Bailee. Until that time the Buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall;
 - i. Account to the Seller (but any warranties, conditions or representations given or made by the Buyer to any third party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto) for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- d. Until such time as the property in the goods passes over to the Buyer (and provided the goods are still in existence and have not been resold) the Seller shall be entitled to require the Buyer to deliver up the goods to the Seller if payment is unreasonably withheld by the Buyer after 30 days from the date of the Invoice. If the buyer fails to deliver up or return the goods, to enter upon any premises of the buyer or any third party where the goods are stored and repossess the goods. If the goods are delivered up or repossessed, then the payment price is not due.
- e. Save for normal invoice discounting arrangements, the Buyer shall not be entitled to pledge or in anyway charge by way of security for any indebtedness any of the goods which remain the property of the Seller but, if the Buyer does so, all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.

10. Sketches, Designs, Blocks, Artwork, Proofs and Industrial Property Rights

At the Sellers discretion, all sketches and designs or other work including authors corrections on or after first proofs are produced or special materials are purchased at the buyers request may be considered an order and charged for. The seller will notify the buyer at the time that further costs may be incurred. No responsibility will be accepted for any errors in proofs passed by the seller.

- a. The Seller shall be indemnified by the Buyer against any claim by a third party against the Seller directly arising out of any goods supplied to or work done on behalf of the Buyer including any infringement of copyright, patent, trade mark or registered Design.
- b. All sketches, drawings and designs or work orientated by or on behalf of the Seller and the Copyright all other intellectual property rights therein shall belong to the Seller.

11. Lien

Without prejudice to any of its other rights against the Buyer, the Seller shall in respect of all unpaid debts due from the Buyer have a general lien on all materials and or equipment and other property of the buyer in its possession acquired from Eco-Tender only, and shall be entitled if any part of such debts shall remain unpaid at the expiration of 14 days after giving written notice to the Buyer requiring payment thereof to dispose of such materials, equipment and or other property as it deems fit and to apply the proceed of sale (if any) in or towards payment of such debts.

12. Technical Manuals and Literature

All technical manuals and other literature, drawings, designs and specifications furnished to the Buyer by the Seller shall remain the property of the Seller and be carefully preserved by the Buyer and returned to the Seller on demand. No such manuals, literature , drawings, designs or specifications shall except with the express written consent of the Seller be reproduced by the buyer in whole or in part.

13. Quality Variations

A delivery of goods consisting of a shortage or surplus not exceeding 5 percent will be considered due execution of any order and the Buyer shall accept the same subject to a pro rata increase or reduction in the contract price.

14. Buyers Property

The buyers property when supplied to the Seller will be held at the Buyers risk. The Seller will take reasonable care to maintain the Buyers property. The Buyer shall supply adequate quantities to cover normal spoilage. Reasonable care will be taken to secure the best results where materials are supplied by the buyer but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.

15. Forbearance by Seller

No forbearance or indulgence by the Seller shown or granted to the buyer whether in respect of the Conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or be regarded as a waiver of any of the Conditions.

16. Law

These Terms and Conditions shall be governed by English Law. The parties agree to the non-exclusive jurisdiction of the English Courts.

17. Bespoke Publications

The Sellers Terms and Conditions of Service for bespoke Publications shall govern the productions of the Buyers bespoke Publications. A copy is available upon request from the admin department of Eco-Tender.

18. Buyer Own Label Goods

In the case of goods which have been produced to the specification and/or bear the name of the Buyer or the Buyers customers as the case may be ("own label goods"), the Buyer undertakes to purchase at the contract price all stocks of own Label goods in finished and unfurnished form which the Seller holds for the purpose of fulfilling the Buyers requirements. Without prejudice to the generality of the foregoing, on the termination of any agreement between the Seller and the Buyer, for the supply of own Label Goods, the Buyer will accept and pay the contract price for all stocks of own Label Goods in finished and unfinished form then held by or on behalf of the seller.