

# Business Presentations Limited

## Terms & Conditions

Business Presentations Limited will accept orders on the conditions set out below. These conditions cannot be varied unless agreed in writing by a director of Business Presentations Limited.

### 1. Interpretation

In these conditions the following words shall have the meanings set opposite them:

"Carrier" means and (unless the context requires otherwise) includes the carriers servants agents and any person or persons carrying goods on our behalf under any contract of carriage.

"Charges" means our charges for supplying and, where appropriate installing and/or maintaining the goods.

"Confirmation of Order" means when we confirm our acceptance of your order orally or in writing (whether electronically or otherwise)) or when we effect delivery, whichever occurs first.

"Contract" the contract made between you and us for the purchase of goods incorporating these conditions.

"Delivery" means our delivery of the goods to the address you have stipulated in the order or our notifying you that the goods are available for collection.

"Goods" means the article(s) that we agree to supply to you pursuant to an order.

"Order" means your request for us to supply you with goods in consideration of the charges, which you make be either completing an online order or otherwise requesting the goods that you require.

"We", "Us", "Our" means Business Presentations Limited.

"You", "Your" means the person firm or corporation that places an order with us.

### 2. Orders

2.1 Any order you place will constitute an offer of acceptance by us. We will not be obliged to accept an order and we reserve the right to refuse an order without giving any reason.

2.2 You may cancel an order at any time until confirmation of order except that you may not at any time cancel any order for goods that are customised to meet your particular requirements.

2.3 Each order if accepted by us shall constitute a separate severable contract.

### 3. Charges

3.1 Unless expressed otherwise, our charges shall exclude delivery charges and VAT at the prevailing rate.

3.2 You agree to pay our charges within the stated term on your invoice (usually proforma, 7, 14, or 30 days) without deduction or set off. If you fail to do so we may, without prejudice to any other right or remedy available to us, charge interest both before as well as after any judgement on outstanding balance at the rate of 10% of the invoice total outstanding per month.

3.3 If you fail to pay us the charges in accordance with this clause 3, we may, without prejudice to any other right or remedy available to us, either suspend any delivery or cancel any other contract between us. We can sue for the charges due for any goods that we have agreed to sell you pursuant to a confirmation of order.

3.4 We reserve the right to increase the charges at any time on notice to you if for any reason the price of the goods increases between the confirmation of order and delivery.

3.5 We reserve the right to ask you to pay the charges in advance of delivery in any event.

### 4. Goods

4.1 All goods will be subject to availability and we reserve the right to modify the goods at any time or substitute them with goods of equivalent functionality without notice.

### 5. Delivery

5.1 Any indication we may give as to the time of delivery will be a good faith estimate only. Whilst we will use all reasonable endeavours to effect delivery at the time we have estimated, time of delivery is not of the essence.

5.2 If it is not possible for us to effect delivery for whatever reason including but not limited to your being away or your premises being inaccessible, you will be liable to pay us an additional sum to cover our storage and administration charges.

5.3 We reserve the right to effect delivery by instalment in which case each instalment will be a separate contract.

5.4 Subject to clause 2.2 above, should you wish to cancel or reschedule any order, you agree to give us as much notice (in writing) as is reasonably practicable and agree to pay our storage and administration charges in addition to the charges.

5.5 Subject to the other provisions in these conditions, we will not be liable to you for any loss (including but not limited to loss of profit) costs, damages, and charges, expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

### 6. Title and Risk

6.1 Risk of damage to or loss of goods shall pass to you on delivery.

6.2 Title in the goods shall not pass to you until we have received in full (in cash or cleared funds) all the charges and all other sums which are or which become due to us from you on any account.

6.3 Until ownership of the goods has passed to you, you must:

6.3.1 hold the goods on a fiduciary basis as our bailee;

6.3.2 store the goods (at no cost to us) separately from all other goods in such a way that they remain readily identifiable as our property;

6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the goods;

6.3.4 maintain the goods in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you shall produce the policy of insurance to us; and

6.3.5 hold the proceeds of the insurance referred to in condition 6.3.4 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.4 You may resell the goods before ownership has passed to you solely on the following conditions:

6.4.1 any sale shall be effected in the ordinary court of your business at full market value and you shall hold such part of the proceeds of the sale as represent the amount owed by you to us on behalf of us and you shall account to us accordingly; and

6.4.2 any such sale shall be a sale of our property and you shall deal as our agent when making such a sale.

6.5 Your right to possession of the goods shall terminate immediately if:

6.5.1 you make a voluntary arrangement under Part 1 of the Insolvency Act 1986, or make or propose any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; or

6.5.2 you are the subject of an administrative order under the Insolvency Act 1986; or

6.5.3 you shall enter into administrative receivership; or

6.5.4 you are the subject of a resolution for voluntary winding up otherwise than for the purpose of amalgamation or reconstruction when solvent; or

6.5.5 you have a winding up order made against you; or

6.5.6 you are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986;

- 6.5.7 you have an encumbrancer taking possession of any of your assets;
  - 6.5.8 you cease or threaten to cease to exist;
  - 6.5.9 in relation to you there occurs in any jurisdiction any event or process (by whatever name called) equivalent or similar to any event or process mentioned in this clause 6.5
- 6.6 You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the goods are or may be stored in order to inspect them, or where your right to possession have terminated, to recover them.

## **7. Quality**

- 7.1 We warrant that (subject to the other provisions in these conditions) the goods will be of satisfactory quality.
- 7.2 Where we are not the manufacturer of the goods, all warranties, conditions and other terms implied by statute or common law (except as to title) are, subject to 7.1 above, expressly excluded. However, we will endeavour to pass on to you the benefit of any warranty or guarantee given by the manufacturer in respect of the goods.

## **8. Rejection**

- 8.1 If on delivery the goods appear to be visibly damaged you must notify the carrier immediately that you will not accept delivery otherwise you will forfeit your right to reject the goods for visible damage.
- 8.2 If the goods are not visibly damaged on delivery, but you wish to reject the goods for any other non conformance or unapparent damage, you may reject the goods provided that:
- 8.2.1 you obtain an RMA number from us within 24 hours of delivery, submit a completed RMA form to us as soon as possible thereafter and allow us facilities to inspect the goods within 7 days of the date of delivery; and
  - 8.2.2 the goods are undamaged, unused, in their original packaging and you have not marked either the goods or their packaging.
- 8.3 Subject to clause 8.4 below, we will bear the costs of collecting any goods you reject provided that you have complied with the requirements of 8.2.
- 8.4 Should you reject and return the goods in accordance with 8.2, we reserve the right to charge a "restocking fee" which will be an amount equivalent to 25% of the price payable by you in respect of the returned goods.
- 8.5 If you fail to comply with either 8.1 or 8.2, you will be deemed to have accepted the goods.

## **9. Software**

- 9.1 Where the goods incorporate software, title in the software will not pass to you even where you have paid the charges in respect of such goods in full.
- 9.2 You agree to comply fully with the terms of any software licence that is supplied with the goods. Failure to do so may lead to such software licence being revoked by the owner of the software.
- 9.3 Where the goods incorporate software belonging to a third party, and such software fails to conform to its specification or is otherwise defective, our sole liability will be to obtain a corrected version of such software from that third party for your use.

## **10. Force Majeure**

- 10.1 We will not be liable for any failure to effect delivery of the whole or part of any order due to an event beyond our reasonable control. If delivery is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to effect delivery as is reasonable in the circumstances.

## **11. Assignment**

- 11.1 You may not assign, charge or transfer any of your rights or obligations under any contract without our prior written consent.
- 11.2 We may assign and/or sub-contract any contract at any time on notice to you.

## **12. Suspension and Termination**

- 12.1 We may, in our absolute discretion, suspend any delivery and/or terminate any contract immediately on notice to you if:
- 12.1.1 you pass a resolution for winding up (except for amalgamation or reconstruction of a solvent company) or if a court makes an order to that effect or if you have a receiver or administrator appointed over all or any of your assets or business, or if you cease or threaten to cease to carry on business.
  - 12.1.2 You are in material breach of any of these conditions.
  - 12.1.3 We are unable to effect delivery due to an event beyond our reasonable control.
- 12.2 Termination of any contract between us shall not affect your liability to pay us (without deduction or set off) such charges as are due for goods for which we have effected delivery. If on termination of any contract, we owe you any sums, we reserve the right to set off against such sums any outstanding charges as you owe us.

## **13. Limitation of Liability**

- 13.1 Our liability for death or personal injury as a result of our negligence or the negligence of our employees shall not be limited.
- 13.2 Our total liability to you for a breach of the conditions or for negligence in the course of supplying goods to you shall be limited to the repair or replacement of any goods giving rise to your claim or at our option an amount equivalent to the charges (or proportion of the charges) that you have paid us for goods giving rise to your claim.
- 13.3 Except as set out in clause 13.1 and 13.2 above, we will not be liable for the following loss or damage howsoever caused even if it foreseeable by us: loss of profits, business, revenue, goodwill, anticipated savings, data, corruption of data, whether sustained by you or third party and/or special, indirect or consequential loss (other than direct physical damage to your tangible property) whether suffered by you or another third party.

## **14. General**

- 14.1 These conditions constitute the entire agreement between you and us in respect of the goods and supersede any earlier agreements, understandings, promises or agreements made between the parties in respect of the goods.
- 14.2 You acknowledge that in instructing us to supply the goods, you do not do so on the basis of any representation, warranty or any provision not expressly contained within these conditions.
- 14.3 Any failure by us to enforce a breach of the conditions by you shall not be deemed to be a waiver of any subsequent breach of these conditions that you may make.
- 14.4 If at any time any one or more of these conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining conditions, which shall continue in full force and effect.
- 14.5 Nothing in this agreement shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.
- 14.6 These conditions shall be governed exclusively by English law and you and we agree to submit exclusively to the jurisdiction of the English Courts
- 14.7 You and we agree that no third party shall be afforded any rights under these conditions.

## **15 Copyright**

15.1 The supplier shall retain copyright to any design work created and supplied to a customer. The customer may only use the design in an agreed situation. The customer may not use the designs for any other purpose without the consent of the supplier. The supplier reserves the right to charge a fee for use of the design.

#### **16 Returns**

16.1 In the event that a product needs to be returned please email or call for a returns authorisation number (RAN).

16.2 All returned products must be properly packaged, with the RAN clearly marked on the outside, returned freight prepaid by a traceable and insured service. It is the customer's responsibility to return the product at their expense.

16.3 Please include a clear explanation of the reason for returning the product and a copy of the invoice with the shipment.

16.4 Products returned inadequately packaged, incomplete or damaged, or without a returns number marked will be subject to a handling fee of minimum £10.00, plus cost of repair or replacement of damaged or missing parts.

16.5 Faulty products will be repaired or replaced at our discretion.

16.6 Products returned for credit must have prior approval, be in new saleable condition, returned freight prepaid by a traceable and insured service and will be subject to a restocking fee of minimum 15%. Failure to comply with these conditions may result in the shipment being refused. Handling charges and restocking fees must be paid before replacement goods are shipped or credit issued.