

## **TERMS OF BUSINESS OF EUREKA OFFICE SUPPLIES LTD (HEREINAFTER REFERRED TO AS THE 'THE COMPANY')**

### **PRICES**

The prices contained in any quotation or price list are on conditions ruling at the date thereof. If any increase howsoever arising on the cost of the merchandise including but without being limited to any increase in the costs of manufacturing or raw materials, labour or transport occurs after such date, the Company shall be entitled (subject to any statute or regulation) to make such addition to the contract price as shall be reasonable in the circumstances.

### **PAYMENT TERMS**

Thirty days from date of invoice. If any amount remains unpaid after sixty days then all invoices then in existence, whether or not due for payment become payable. Without prejudice to any other rights it may have, the Company is entitled to charge interest at 2.5% above the Current Base Rate of Barclays Bank PLC on overdue payment of any invoice amount or any part thereof.

### **VALUE ADDED TAX**

All prices quoted are exclusive of VAT which will be charged at the rate in force at the time of despatch.

### **TITLE OF GOODS**

- (i) Immediately upon delivery to the Customer of any goods agreed to be sold by the Company to the customer shall become the bailee thereof and the legal title thereto shall be retained by the Company as Bailor. Legal title in the goods shall not pass to the Customer unless and until the customer shall have discharged all its indebtedness to the Company in respect of goods. Until all indebtedness is discharged the Company has the right to re-possess the goods and reserve licence to enter the customer's (for subsequent buyer's) premises for that purpose.
- (ii) Notwithstanding the terms (i) above the customer shall be entitled before discharging its obligations to the Company to resell the goods or any of them. Upon such resale and without derogating from the Company's other remedies (including its rights to trace) the customer shall hold the proceeds of sale upon trust for the Company until such time as all the customer's indebtedness to the Company under any contract of sale entered into between them or otherwise shall have been discharged. Similarly the benefit of any insurance proceeds should the goods become damaged prior to re-sale shall be held on trust for the Company until such time as all the customer's indebtedness to the Company has been discharged.

### **EXPORT LICENCE CONTROL**

Many products sold by this Company are subject to export licence control. The Customer undertakes to ensure that they comply with all the laws in force at the time when re-selling the goods, particularly the Export of Goods Control Order, 1987.

### **SHORT DELIVERY AND DEFECTIVE OR DAMAGED GOODS**

Claims for short delivery or delivery where goods do not conform to the delivery note must be made in writing within 48 hours of receipt of goods. Claims for defective or damaged goods must be made in writing within seven days of receipt of goods.

### **DELAY/NON DELIVERY**

Invoices are issued on the day of shipment of goods from the Company's warehouse. If the customer does not receive the goods within 10 days from the date shown on the invoice the Company must be notified immediately by telephone followed by confirmation in writing. No responsibility can be accepted by the Company for transit losses but every assistance will be given in making claims on carriers providing no receipt is notified within the time limit.

### **RETURN OF GOODS**

The Company is unable to accept the return of merchandise without prior consent. Before returning merchandise the Company must be notified in writing within 30 days, with the details included of the merchandise, the invoice number and date. Authorisation for returns, if appropriate, will then be given if done in the said time. In relation to hardware products, authorisation will only be given if the unit is complete with all accessories, cables, manuals, etc., is in brand new condition and is in its original pristine packaging.

### **GENERAL**

The Company shall not be liable for the failure to perform its obligations when such failure is due to any cause beyond its reasonable record.

### **CANCELLATION**

The customer shall be liable for any non-recoverable costs incurred by the Company should the customer cancel any order it has placed with the Company. All cancellations must be confirmed in writing within 48 hours of any oral notification.