

# VOW TERMS AND CONDITIONS OF SALE

## 1. Definitions

These are the only conditions ("Conditions") upon which VOW Europe Ltd ("the Seller") (registered office K House, Sheffield Business Park, Europa Link, Sheffield S9 1XU, registration number 1204488) will trade with the Buyer.

In these Conditions the following capitalised words have the meanings included.

"Account Application Form" means the form completed by the Buyer requesting credit from the Seller;

"Bespoke Goods" means Goods marked in the Trade Price List or other catalogue of the Seller as to order only or any other Goods of a type or specification not commonly supplied by the Seller or Goods specifically ordered by the Seller to resell to the Buyer in accordance with the Order;

"Bespoke Services" means Services of a type or specification not commonly supplied by the Seller or Services specifically designed by the Seller to be provided to the Buyer in accordance with the Order;

"Buyer" means the person firm or company to be supplied with Goods pursuant to the Contract;

"Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Goods and includes these Conditions, the Order, the Seller's Customer Returns Policy, the Supplementary Conditions and the Account Application Form;

"Facilities Supplies Products" means any Goods identified as such in the Seller's main catalogue and / or with "FD" prefixed to the product description and / or as notified by the Seller at the time of the Order;

"Furniture Products" means any Goods where the description line in the VOW Product file starts with "FF", including but not limited to all seating, deskings, storage (wooden and steel), and furniture accessories (such as chair mats, plants and prints); This is available to download from [www.voweurope.com](http://www.voweurope.com).

"Goods" means the goods to be supplied by the Seller to the Buyer pursuant to the Contract;

"Order" means the offer from the Buyer to the Seller to purchase the Goods in accordance with these Conditions;

"Seller's Customer Returns Policy" means the Seller's returns policy or policies for the Goods as may be published by the Seller from time to time;

"Services" means the services to be supplied by the Seller to the Buyer pursuant to the Contract;

"Supplementary Conditions" means the supplementary conditions which will apply in addition to these Conditions to the sale by the Seller to the Buyer of Bespoke Goods and / or Facilities Supplies Products;

"Trade Price List" means the Seller's currently published trade price list at the date of despatch of the Goods;

"Working Day" means any day from Monday through to Friday inclusive excluding United Kingdom and Republic of Ireland public holidays; and

"VOW Interiors Supplementary Conditions" means the supplementary conditions which will apply in addition to these Conditions to the sale by the Seller to the Buyer of Furniture Products.

## 2. General

2.1 These Conditions govern the Contract to the entire exclusion of any other express or implied conditions. The Seller reserves its right to amend the Conditions from time to time by posting revisions on the website [www.voweurope.com](http://www.voweurope.com) and / or by notifying the Buyer in writing. An Order by the Buyer after any changes to the Conditions constitutes acceptance to the changes.

2.2 The order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Conditions. The Buyer accepts that in entering into the Contract it has not relied upon any prior promises, representations or undertakings of the Seller or any of the Seller's employees or agents nor any documents not expressly included in the definition of Contract set out in these conditions.

2.3 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, supply or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable (save as provided for in Condition 7 and save in respect of a claim for fraudulent misrepresentation) for any such advice or recommendation which is not so confirmed.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, Trade Price List, acceptance of offer, invoice, Order acknowledgement or other document or information issued by the Seller (including without limitation any electronic communications) shall be subject to correction without any liability, either in contract, tort or otherwise on the part of the Seller.

2.5 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of the Order submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to fulfil the Order in accordance with these Conditions.

2.6 Acceptance of any Order shall be deemed to be made by the Seller upon the first of: issue of any invoice to the Buyer in respect of the Goods; or receipt by the Buyer of the Order acknowledgement (if applicable); or upon delivery of the Goods to the Buyer or the customer of the Buyer.

2.7 The Buyer may not withdraw or cancel any Order or a Contract at any time without the written approval of the Seller.

2.8 The Supplementary Conditions will apply to any Order for Bespoke Goods or Bespoke Services. The VOW Interiors Supplementary Conditions will apply to any Order for Furniture Products except for those for delivery in ROI and NI in such case these Conditions shall apply.

2.9 In the event of a conflict between these Conditions and any other documents forming part of the Contract then, unless agreed otherwise in writing, these Conditions will prevail.

## 3. Price

3.1 The price of the Goods shall be the same as the quoted price as agreed in writing for the time period set out in the quote and confirmed by the Supplier no less than 2 days before the Order (unless stated otherwise in the quote) or, where the price has not been quoted, the price listed in the Trade Price List.

3.2 The price for the Goods includes all charges for transport to the Buyer's Premises where deliveries are within the Seller's normal van routes unless otherwise notified by the Seller.

3.3 The Seller may charge the Buyer extra costs or charges:

3.3.1 for deliveries outside the Seller's normal van routes;

3.3.2 for deliveries outside the mainland of Great Britain;

3.3.3 if the Buyer requests that the delivery of the Goods is made to a third party;

3.3.4 where the average monthly expenditure on the Buyer's account with the Seller is less than the minimum level specified by the Seller from time to time;

3.3.5 for Orders requiring same day delivery;

3.3.6 if the Buyer requests any emergency deliveries;

3.3.7 if the Buyer requests any additional services offered by the Seller from time to time including pick and wrap and pick wrap and label;

3.3.8 for the delivery of Furniture Products, in accordance with the VOW Interiors Supplementary Conditions;

3.3.9 for congestion charges;

3.3.10 for the delivery of Bespoke Goods in accordance with the Supplementary Conditions;

3.3.11 for Orders below a certain value as notified to the Buyer from time to time;

3.3.12 for any other costs or charges incurred by the Seller as notified to the Buyer;

3.3.13 for the costs incurred by the Seller, including a handling and administration fee, for any Goods returned to the Supplier in error.

3.4 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond its control, including but without limitation any increases in costs due to market fluctuations, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

3.5 Unless otherwise agreed in writing between the Seller and the Buyer, the price of the Goods is exclusive of Value Added Tax or any similar taxes levies or duties which will be added to or charged on invoices at the appropriate rates.

## 4. Payment

4.1 The Seller may invoice the Buyer for the Goods at any time after receiving the Buyer's Order.

4.2 Payment by the Buyer of the price for the Goods is due by the 21st day of the month following the month in which the invoice is dated.

4.3 The Buyer must clearly identify to which invoice and/or credit note any settlement relates. If the Buyer fails to do this then the Seller may, at its discretion, treat the settlement as if it had not been made or as settlement of the Buyer's oldest outstanding invoice.

4.4 The Buyer shall make payment to the Seller in respect of the invoice:

4.4.1 without any set off (whether in relation to such invoice or otherwise); and

4.4.2 in the currency that the invoices are rendered.

4.5 Other than in relation to shortages and / or picking errors, within a period of 5 Working Days following receipt of any invoice issued under Condition 4.1 the Buyer shall be entitled to notify the Seller of any disputes of items contained within the invoice such notice to contain all known details of the reasons for such dispute and the Buyer's proposals to resolve such dispute.

4.6 If the Buyer fails to serve notice disputing any invoice within the applicable period the Buyer will pay such invoice within the period stated in Condition 4.2.

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- 4.7 If the Buyer serves a notice disputing items of an invoice under Condition 4.5 the Buyer will on the due date for payment in accordance with Condition 4.2 pay that part of the invoice not so disputed. Any matters in dispute will be referred for resolution between nominated representatives of the Buyer and the Seller.
- 4.8 If no resolution can be agreed, and if there is no evidence to the contrary, the outcome of the Seller's investigation into a disputed invoice shall be definitive.
- 4.9 If it is agreed or determined pursuant to Conditions 4.5 to 4.8 that:
- 4.9.1 if sums are payable by the Buyer to the Seller then these sums will be paid within 5 Working Days of such agreement or determination or in accordance with the applicable period stated in Condition 4.2 whichever is the later;
- 4.9.2 if any invoice issued by the Seller overcharged the Buyer then the Seller will issue a credit note to the Buyer for such amount together with all applicable VAT.
- 4.10 If the Buyer fails to make any payment on the date due then, without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to:
- 4.10.1 bring an action against the Buyer for the price of the Goods notwithstanding the property in the Goods has not passed to the Buyer;
- 4.10.2 charge interest on that payment until the date of payment (both before and after judgment) on a day to day basis at an annual rate of 4% above Royal Bank of Scotland Plc's base rate from time to time;
- 4.10.3 cancel the Contract or suspend any further deliveries to the Buyer without any liability to the Buyer;
- 4.10.4 appropriate any payment made by the Buyer to such of the Goods (or to such goods as are supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
- 4.10.5 issue a notice to the Buyer following which all sums due under the Contract and any other contract between the Buyer and the Seller shall become immediately due and payable;
- 4.10.6 require the immediate return to the Seller of all Goods agreed to be sold by the Seller to the Buyer in which the property has not passed to the Buyer (as specified in Condition 5.1 below) and the Buyer agrees to reimburse to the Seller upon demand the Seller's reasonable costs or expenses in recovering such Goods;
- 4.10.7 claim compensation for the recovery of the debt and charge the Buyer for all reasonable costs incurred to recover the debt;
- 4.10.8 set off any amounts it may owe to the Buyer against such amounts due to it;
- 4.10.9 cancel or suspend any rebates, bonuses or any other price reductions until such time as the invoice has been settled in full.
5. Title
- 5.1 The property in the Goods shall not pass to the Buyer until the Seller has received (in cash or cleared funds) all sums due to it in respect of:
- 5.1.1 the Goods; and
- 5.1.2 all other sums which are or which become due to the Seller from the Buyer on any account
- 5.2 Until such time as the property in the Goods has passed to the Buyer, the Buyer shall:
- 5.2.1 Buyer's possession and control as the Seller's fiduciary agent and bailee (but, for the avoidance of doubt, shall not resell the Goods as the agent of the Seller);
- 5.2.2 keep the Goods stored separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
- 5.2.3 not destroy or deface or obscure any identifying mark or packaging on or relating to the Goods;
- 5.2.4 maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request, the Buyer shall produce the policy of insurance to the Seller;
- 5.2.5 be entitled to resell or use the Goods in the ordinary course of business but shall account to the Seller for the proceeds of sale, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate and easily identifiable from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. The Buyer shall maintain records of the persons to whom it sells or disposes of such Goods and of the payments made by such persons for such Goods and will allow the Seller to inspect these on request; and
- 5.2.6 hand the Goods over to the Seller on demand and the Seller shall be entitled to retake possession of them without prejudice to any of its other rights against the Buyer. The Buyer hereby grants to the Seller, its agents and employees an irrevocable licence to enter into the premises of the Buyer for the purpose of inspecting the Goods and where the Buyer's right to possession has terminated, to recover such Goods. The Buyer shall procure that any third party which holds such Goods shall permit the Seller to take possession of them and shall indemnify the Seller against any liability which it may incur to such third party in connection with taking or attempting to take possession of them.
- 5.3 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods, which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing from the Buyer to the Seller shall become immediately due and payable.
- 5.4 On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this Condition 5 shall remain in effect.
- 5.5 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 5.6 The Buyer's right to possession of the Goods shall terminate if any of the events set out in Condition 10.1 takes place in respect of the Buyer.
6. Delivery and Risk
- 6.1 Risk of damage or loss to the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 6.2 The Seller shall use its reasonable endeavours to deliver the Goods to the Buyer within a reasonable period after the receipt of the Order by the Seller (unless agreed otherwise in writing by the Buyer and Seller) but time of delivery shall not be of the essence.
- 6.3 Unless otherwise agreed by the Seller and the Buyer in writing, delivery of the Goods shall be made by the Seller, or deemed to have been made:
- 6.3.1 by the Seller delivering the Goods to such place as may be notified by the Buyer;
- 6.3.2 where the Seller delivers the Goods to the Buyer, at the time the Goods are taken off the Seller's delivery vehicle (whether during normal working hours or otherwise); or
- 6.3.3 where the Buyer collects the Goods from the Seller's premises, at the time of commencement of loading the Goods from the Seller's premises on to the Buyer's vehicle or from when the Buyer picks up the Goods from the trade counter at one of the Seller's service centres.
- 6.4 The Seller shall be entitled to supply the Goods in instalments and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions (or any claim by the Buyer in respect of any one or more instalments) shall not entitle the Buyer to treat the Contract as a whole as repudiated or to cancel any other instalment.
- 6.5 Unattended deliveries, where requested by the Buyer, shall be at the Buyer's own risk except where the Seller has been negligent in respect of that delivery. Any proof of deliveries provided by the Seller shall be proof that the delivery has occurred.
- 6.6 The provisions of the VOW Interiors Supplementary Conditions shall apply in respect of the delivery of Furniture Products.
- 6.7 The provisions of the Supplementary Conditions shall apply in respect of delivery of the Bespoke Goods.
7. Warranty and Limitations of Liability
- THE BUYER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF THIS CONDITION 7.
- 7.1 The Seller warrants that the Goods will be of satisfactory quality and fit for the purpose for which they were supplied.
- 7.2 Except as expressly provided in this Agreement the Seller excludes all representations, warranties, conditions and other terms implied by statute, common law, or otherwise to the fullest extent permitted by law. The Seller will endeavour to pass on to the Buyer the benefit of any guarantees or indemnities given to it for them by its supplier.

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- 7.3 If, notwithstanding the above, the Seller is found liable for any loss or damage suffered by the Buyer, its aggregate liability shall in no event exceed the price of the Goods the subject of the claim and, without prejudice to the above, the Seller shall not be liable for: (a) losses sustained in the ordinary course of business; (b) loss of profit; (c) loss of business; (d) depletion of goodwill; (e) loss of business opportunity; (f) loss of revenue; (g) loss of contracts; (h) loss of the use of money; (i) loss of operation time; (j) management or staff time; or (k) any indirect, special or consequential loss whatsoever.
- 7.4 Nothing in these Conditions shall apply to exclude or limit any liability to the Buyer in respect of:
- 7.4.1 fraud, fraudulent misrepresentations; or
- 7.4.2 death or personal injury of the Buyer caused by the Seller's negligence; or
- 7.4.3 the terms as to title and quiet possession implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 7.4.4 liability for defective products under the Consumer Protection Act 1987; or
- 7.4.5 the terms as to goods corresponding with their description or sample implied by section 13 and section 15 respectively of the Sale of Goods Act 1979 where the Buyer deals as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977).

## 8. Over/Short/Non-Delivery

- 8.1 If the quantity of Goods delivered is more than ordered by the Buyer, the Buyer shall not be entitled to reject the delivery, but the Seller will collect such excess Goods from the Buyer's premises (or from such address as is reasonably specified by the Buyer) if the Buyer notifies the Seller within the time limits set out in Condition 8.3. If the Buyer does not notify the Seller within the prescribed time limits, the Seller shall be entitled to invoice the Buyer and the Buyer shall pay the Seller in accordance with Condition 4.
- 8.2 If the quantity of the Goods delivered is less than that agreed by the Seller and the Buyer, the Buyer shall not be entitled to reject the delivery, but shall be entitled only to a further delivery of Goods, to make up the deficiency, or (at the Seller's option) a refund by way of a credit note of the appropriate part of the purchase price.
- 8.3 The Buyer shall however have no entitlement whatsoever in respect of such non-delivery/over-delivery/short-delivery:
- 8.3.1 unless such claim is made (electronically, i.e. by e-mail or via the Seller's self-serve portal only) to the Seller's sales office by:
- (a) the close of business on the first Working Day following the day of purported delivery if the delivery is made to premises occupied by the Buyer; or
- (b) the close of business on the third Working Day if the delivery is made to the Buyer's customers' premises; and / or the Goods are picked, wrapped and labelled.
- 8.3.2 unless the Buyer:
- 8.3.2.1 notifies the Seller in writing of any such over delivery, short delivery or non delivery; and

- 8.3.2.2 enters a note of the same upon the carrier's receipt regarding the parcel count received (except in the case of non-delivery).

If by reason of the failure of the Buyer to give such notice the Seller is prevented from successfully claiming against the carrier for such over delivery, short delivery or non delivery, the rights of the Buyer under this Condition shall not apply and the Buyer shall be liable to pay the full price for all the Goods which are the subject of the Contract.

## 9. Returns

The Seller has the discretion (which it may exercise as it wishes) to accept the return of any of the Goods supplied to but not required by the Buyer (upon such terms in respect of a handling charge or otherwise as the Seller may choose) and to issue a credit note in respect thereof. Any request by the Buyer to the Seller to exercise such a discretion must be made in accordance with the provisions of the Seller's Customer Returns Policy.

The Buyer may not return Bespoke Goods or any Goods marked as nonreturnable in the Trade Price List.

## 10. Buyers Default

- 10.1 If:
- 10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order, or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or (being a partnership) is petitioned to be wound-up or dissolved; or
- 10.1.2 an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Buyer;
- 10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 10.1.4 the Buyer is in breach of any term of the Contract; or
- 10.1.5 the Buyer is in breach of any of the Seller's credit application procedures including without limitation incorrect completion by the Buyer of the Account Application Form or if the Buyer exceeds its credit limit;

then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 11. Claims Procedure in Respect of Defective Goods

- 11.1 The Seller's customer sales office or services office must be notified (electronically, i.e. by e-mail or via the Seller's self-serve portal only) of any claim in respect of any of the Goods alleged to be defective specifying the reason giving rise to such claim or return. Notification must be made within the time limits set out below for each reason giving rise to a claim.

- 11.1.1 where a product has a manufacturing fault or a part is missing or there is some other problem totally attributable to the manufacturer - within 5 Working Days;
- 11.1.2 where a product has been damaged by the Seller or in delivery of the product - within 5 Working Days;
- 11.2 The Seller will only consider such a claim in respect of any of the Goods if the following further information is given:
- 11.2.1 the invoice number of and/or the advice note in respect of the Goods;
- 11.2.2 the part number of the item (or any description that clearly identifies the item to be returned);
- 11.2.3 the quantity of the Goods (expressed in the Seller's correct unit of sale) the subject of the claim; and
- 11.2.4 the reason for the claim and the collections note number.
- 11.3 In addition, where it is alleged by the Buyer that any of the Goods are defective due to damage occasioned to them, the Buyer shall sign for the delivery as damaged and notify the Seller within five Working Days. If by reason of the failure of the Buyer to give any such notice, the Seller is prevented from successfully claiming against the carrier for such damage, the Buyer shall be liable to pay for the Goods as though no such damage occurred.
- 11.4 Where the Buyer could not have discovered the subject of the claim within the time limits set out in Condition 11.1, then the Buyer must notify the Seller within a reasonable time of the discovery of the potential claim.
- 11.5 All defects in Furniture Products must be notified to the Seller in accordance with the VOW Interiors Supplementary Conditions, which shall (if applicable) prevail over the provisions of this Condition 11 to the extent of any inconsistency.

## 12. Provision of Information

- 12.1 The Seller reserves the right to request the following information from the Buyer as a condition to trade with the Buyer or to continue trading:
- 12.1.1 management Accounts;
- 12.1.2 full accounts and notes; and
- 12.1.3 any other documentation that the seller deems reasonable necessary to ascertain credit worthiness in its sole discretion.
- 12.2 The Buyer shall provide the requisite information to Seller within one calendar month of the request.
- 12.3 In the event that the Buyer does not provide the requisite information within one calendar month of the request the Seller reserves its right to cease trading with the Buyer at which point all sums due

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to the Seller by the Buyer shall become immediately due and payable.

12.4 The Seller reserves its rights to undertake any payment card, fraud or other security checks as it deems reasonably necessary.

## 13. WEEE Directive

13.1 The Seller complies with the Waste Electrical or Electronic Equipment (WEEE) Directive as implemented in the UK that requires countries to maximise separate collection and environmentally friendly processing of these items.

13.2 In the UK, distributors, including retailers, must provide a system which allows all customers buying new electrical equipment the opportunity to recycle their old items free of charge.

13.3 The Seller has met the requirements placed on it by financially supporting the national network of WEEE recycling centres established by local authorities. This is achieved through membership of the national Distributor Take-back scheme. (DTS). Unwanted electrical equipment is the UK's fastest growing type of waste. Many electrical items can be repaired or recycled, saving natural resources and the environment. To remind end-users that old electrical equipment can be recycled, it is now marked with the crossed-out wheeled bin symbol.

13.4 If the Buyer is purchasing Goods for resale, the acknowledges that the Buyer is taking on the obligation to deal with the WEEE in accordance with the WEEE regulations in relation to the treatment, recycling & recovery and environmentally sound disposal of the WEEE.

13.5 The Seller supports local authorities in providing local recycling facilities for electrical equipment. The Buyer and end-users can find its nearest recycling centre at [www.recycle-more.co.uk](http://www.recycle-more.co.uk).

13.6 The Seller shall accept no liability whatsoever for the Buyer's non-compliance with any legislation relating to WEEE.

## 14. Battery Recycling

14.1 The Seller complies with its obligations under the Battery Directive 2006 as implemented in the UK. The Seller offers a take-back scheme for all portable waste batteries. End-users may return their waste batteries to the Seller's business premises in person, but not by post.

14.2 The Buyer should inform end-users that they can find their local waste portable battery recycling facility at [www.recyclenow.com](http://www.recyclenow.com). Most supermarkets and shops that sell batteries will have collection bins for used batteries, and some town halls, libraries or schools may also set up collection points. End-users may find stores in their local area more accessible.

14.3 The Seller shall accept no liability whatsoever for the Buyer's non-compliance with any legislation relating to the Battery Directive.

## 15. Storage

15.1 The Seller may agree to store the Buyer's stock (the "Buyer's Stock") for a handling charge.

15.2 The Seller accepts no liability for any damage or loss to the Buyer's Stock whilst in the Seller's possession howsoever caused.

15.3 The Buyer acknowledges that (i) the Buyer's Stock shall not be insured by the Seller whilst in the Seller's possession and (ii) the Buyer shall be responsible for insuring all of the Buyer's Stock.

## 16. Force Majeure

The Seller shall have the right to cancel, or to reduce the volume of the Goods delivered, or to delay delivery if it is prevented from or hindered in delivery of the Goods through any circumstances beyond its control (affecting either itself or any other party) including (but not limited to) industrial action, war, fire, prohibition or enactment of any kind, lockout or trade dispute, without incurring any liability for any loss or damage whatsoever resulting therefrom.

## 17. Waiver

The failure of either party to enforce or to exercise at any time or for any period of time, any term of or any right arising pursuant to these Conditions does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it. Any express waiver of any breach of these Conditions shall not be deemed to be a waiver of any subsequent breach.

## 18. Severability

The invalidity or unenforceability of any term of, or any right arising pursuant to, the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

## 19. Assignment

The Buyer may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without the Seller's prior written consent.

## 20. Third Party Rights

A person who is not a party to the Contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where the Contract expressly provides that such a person is entitled to enforce any of its terms under that Act.

## 21. Data Protection

The Buyer acknowledges that the Seller is a data controller for the purposes of the Data Protection Act 1998 and may be required to process personal data in connection with the entering into, performance or enforcement of the Contract. The Buyer in entering into the Contract consents to the Seller processing personal data concerning the Buyer and agrees that the Seller may use and disclose personal information about the Buyer to third parties.

## 22. Laws and Regulations

22.1 The Buyer shall comply with all laws and regulations relating to and at its own expense obtain any licences and permits necessary for the purchase, import, ownership and use of the Goods. The Buyer shall produce evidence of such consents to the Seller on demand.

22.2 The Buyer shall:

- a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- b) comply with VOW's policies that relate to anti-slavery or have and maintain throughout the term of this Agreement its own policies and procedures ("Policies") provided the Policies are no less onerous than all applicable anti-slavery and human trafficking laws set out at 22.2 (a); and
- c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- d) include in its contracts with its direct subcontractors and other suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 22.2.

22.3 The Buyer shall notify VOW as soon as it becomes aware of:

- a) any breach, or potential breach, of any of the provisions of 22.2; or
- b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

22.4 The Buyer shall:

- a) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

22.5 VOW may terminate the agreement with immediate effect by giving written notice to the Buyer if the Buyer commits a breach of any of the provisions of clause 22.

## 23. Governing Law

These Conditions and the Contract shall be governed by and construed in accordance with English law and the Seller and the Buyer hereby submit to the exclusive jurisdiction of the English courts.

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# VOW CUSTOMER RETURNS POLICY

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## 1. GENERAL

- 1.1 This is the Seller's Customer Returns Policy ("Returns Policy") referred to in the Terms and Conditions of Sale ("the Conditions") of VOW Europe Ltd ("the Seller") (registered office K House, Sheffield Business Park, Europa Link, Sheffield S9 1XU, registration number 1204488).
- 1.2 Words and expressions in this Returns Policy shall have the same meanings as set out in the Conditions unless stated to the contrary.
- 1.3 In the event of any conflict between the terms of the Conditions and the terms of this Returns Policy the provisions of the Conditions will prevail.
- 1.4 In addition to this Returns Policy the Seller has supplementary returns policies in respect of specialised product groups contained in the Trade Price List and which are notified to the purchasers of such products (*including, without limitation, the VOW Interiors Supplementary Conditions which apply in respect of Furniture Products*).
- 1.5 In the event of any conflict between the terms of this Returns Policy and the terms of any of the specialised product group's returns policies then the provisions of the relevant specialised product group returns policy will prevail.

## 2. RETURNS

- 2.1 The Seller has the discretion (which it may exercise as it wishes) to accept the return of any of the Goods supplied to but not required by the Buyer (upon such terms in respect of a handling charge of 20% of the invoiced value of the Goods returned or otherwise as the Seller may choose as set out below) and to issue a credit note in respect thereof. Any request by the Buyer to the Seller to exercise such a discretion must be made in accordance with the procedure and within the time periods set out in Condition 3 and is subject to the provisions of this Condition 2.
- 2.2 The Seller will only consider any claim by the Buyer for a return if the provisions of this Returns Policy are complied with and:
  - 2.2.1 the items to be returned are in their original inner and outer packaging and none of the packaging shall have been written upon, taped or had permanent labels attached;
  - 2.2.2 the items to be returned are in otherwise satisfactory and merchantable condition and may be re-sold at the price that would have been paid by the Buyer;
  - 2.2.3 the items to be returned are of a type distributed by the Seller at the time of the claim;
  - 2.2.4 in the case of electronic office machines the Seller has a like remedy against the manufacturer thereof;
  - 2.2.5 in the case of dated products (but not including academic diaries) the return request is made by 10 December of the year previous to the year to which such dated products relate after which the product becomes non returnable regardless of when the product is ordered; and
  - 2.2.6 in the case of computer consumable products, the outer seal has not been tampered with in any way. If the Buyer returns such product(s) as faulty, it will only be granted a credit note if the manufacturer of such product(s) accepts that the product has not been misused, over loaded, incorrectly installed or incorrectly stored. In certain circumstances, a faulty product evaluation form must be completed by the Buyer.
- 2.3 The Seller is entitled to charge the Buyer for the cost of collecting the Goods no longer required, and / or for any carriage costs that it may incur for accepting the return of such Goods.
- 2.4 If the Buyer returns the Goods within 1 - 15 Working Days from the date of delivery then the Seller reserves the right to charge a restock fee.
- 2.5 If the Buyer returns the Goods within 16 – 30 Working Days from the date of delivery then the Seller shall charge the Buyer a 20% restock fee.
- 2.6 If a return is accepted a credit note will be issued in the sum of that part of the purchase price paid in respect of the Goods returned less deductions for the Seller's costs as set out in this Condition 2.
- 2.7 The Seller will not (without prejudice to its discretion in Condition 2.1) accept the return of any electrical items which have been removed from their packaging or any food stuffs or food products.
- 2.8 The Buyer may not return Bespoke Goods or any Goods marked as non-returnable in the Trade Price List.

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# VOW CUSTOMER RETURNS POLICY

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## 3. CLAIMS PROCEDURE FOR RETURNS

- 3.1 The Seller's customer sales office or services office must be notified of any claim in respect of any return electronically (i.e. by e-mail or via the Seller's self-serve portal only) specifying the reason giving rise to such claim or return. Notification must be made within the time limits set out below for each reason giving rise to a claim:
- 3.1.1 where any product is no longer required - within 30 Working Days;
  - 3.1.2 where a product was ordered and invoiced but an incorrect product was sent out due to picker error - within 3 Working Days;
  - 3.1.3 where a product delivered to the Buyer was not ordered by the Buyer but invoiced to the Buyer and delivered in error - within 5 Working Days;
  - 3.1.4 where a product delivered to the Buyer was not ordered by the Buyer and has not been invoiced to the Buyer or the product was over supplied - within 20 Working Days.
- 3.2 The Seller will only consider a returns request in respect of any of the Goods if the following further information is given:
- 3.2.1 the invoice number and/or the advice note number in respect of the Goods;
  - 3.2.2 the part number of the item (or any description that clearly identifies the item to be returned);
  - 3.2.3 the quantity of the Goods (expressed in the Seller's correct unit of sale) the subject of the returns request; and
  - 3.2.4 the reason for the returns request and the collections note number and/or the returns note number.

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# VOW BESPOKE GOODS AND SERVICES

## SUPPLEMENTARY CONDITIONS

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### A. GENERAL

- A1 These Supplementary Conditions apply to Orders for Bespoke Goods and Bespoke Services and are in addition to the Conditions.
- A2 Words and expressions in these Supplementary Conditions shall have the same meanings as set out in the Conditions unless stated to the contrary.
- A3 In the event of any conflict between the terms of the Conditions and these Supplementary Conditions the provisions of these Supplementary Conditions will prevail.

### B. DELIVERY DATE CONFIRMATION

- B1 Following receipt of an Order for Bespoke Goods the Seller will, after first consulting with its own relevant supplier, advise the Buyer of the estimated delivery date for the Goods. The Buyer shall be entitled to request the Seller to agree to cancel the order where the estimated delivery date advised is not acceptable to the Buyer. The Seller may consent to a cancellation where the Seller is able to cancel its own order with its supplier without penalty. If the Seller does not agree to cancel the Order then the Seller shall be entitled to proceed with such order in accordance with the Conditions and these Supplementary Conditions.

### C. DELIVERY

- C1 If the Buyer fails or refuses to take delivery of the Bespoke Goods when agreed by the Seller and the Buyer the Seller may store the Bespoke Goods until actual delivery and charge the Buyer for the costs (including insurance) thereof or (at the Seller's option) sell the Bespoke Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess of the sale proceeds over the price agreed between the Seller and the Buyer for the Bespoke Goods or charge the Buyer for any shortfall of the proceeds below such price or where the Seller cannot sell the Bespoke Goods charge the Buyer at the full invoice value for the Bespoke Goods.

### D. RETURNS

- D1 The Buyer may not return Bespoke Goods following delivery.

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# VOW INTERIORS SUPPLEMENTARY CONDITIONS

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## 1. GENERAL

- 1.1 These VOW Interiors Supplementary Conditions apply to Orders for Furniture Products except for those for delivery in ROI and NI and shall apply in addition to the Conditions and the Seller's Customer Returns Policy.
- 1.2 Words and expressions in these VOW Interiors Supplementary Conditions shall have the same meanings as set out in the Conditions unless stated to the contrary.
- 1.3 In the event of any conflict between the terms of the Conditions, the Seller's Customer Returns Policy and these VOW Interiors Supplementary Conditions, the provisions of these VOW Interiors Supplementary Conditions shall prevail.

## 2. DELIVERY OF FURNITURE PRODUCTS

- 2.1 The Seller shall be entitled to charge the Buyer for delivery of Furniture Products in accordance with its currently published VOW Interiors Delivery Charge Policy as at the date the Order is accepted.
- 2.2 Whilst the Seller shall use its reasonable endeavours to deliver the Furniture Products to the Buyer within the period specified in the Contract, this may be affected by circumstances beyond the Seller's control. Time for delivery shall not be of the essence.
- 2.3 Palletised deliveries may be made by an articulated vehicle. The Buyer must notify the Seller of any access issues at the time the Order is placed. Failure by the Buyer to do so may result in a failed delivery and additional charges being payable for redelivery as set out in Condition 2.4
- 2.4 If the Furniture products cannot be unloaded at the delivery address specified in the Order for any reason a single attempt to redeliver the Furniture Products will be made. If subsequent delivery attempts fail or the Order is refused this will be classed as a product that is no longer required and a 35% restock will be applied as detailed in Condition 5.5 below. If the Buyer requests a redelivery to a different address than originally specified in the Order this will be dealt with by the Seller on a case by case basis and the Seller shall provide a quote for the redelivery charge before arranging the re-delivery.
- 2.5 Unless agreed otherwise at the time the Order is accepted, delivery shall be to the ground floor only and palletised deliveries shall be made to the kerbside outside the delivery address.

## 3. CLAIMS PROCEDURE IN RESPECT OF DAMAGED AND FAULTY FURNITURE PRODUCTS

- 3.1 The Buyer must notify the Seller of any Furniture Products which are received damaged within three days of receipt.
- 3.2 The Buyer must notify the Seller of any Furniture Products which are faulty (for example, Furniture Products which have a manufacturing fault, a part is missing or there is some other problem attributable to the manufacturer) within three days of the fault being identified.
- 3.3 If a Furniture Product is damaged in transit, the Seller will send replacement component parts as soon as reasonably practicable. The Seller shall (where possible) send the replacement component parts by next working day delivery.
- 3.4 All Furniture Products arriving in damaged packaging must be signed for as damaged on receipt of the consignment. Failure to do this may result in the claim not being processed.
- 3.5 In the event that a Furniture Product develops a fault due to manufacturing problem, replacement parts will be sent according to the applicable guarantee and warranty. If replacement parts cannot resolve the fault, the Seller will be entitled to seek alternative evidence (e.g. electronic images) or potentially provide a replacement product to the Buyer and collect the faulty products.
- 3.6 If the fault given as cause for returning the Furniture Product is not apparent on inspection by the Seller, the Furniture Product will be returned to the Buyer at the Buyer's expense and no credit applied to the account.

## 4. SHORT DELIVERY AND ERRORS

- 4.1 The Buyer must notify the Seller of any Furniture Products which are short delivered within one (1) Working Day of delivery
- 4.2 The Buyer must notify the Seller of any Furniture Products which are received incorrectly (for example, where the incorrect product has been sent or a product has been delivered which was not ordered) within three (3) Working Days of receipt. Incorrect products must remain in a saleable condition and within their original packaging or additional charges may be incurred.

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# VOW INTERIORS SUPPLEMENTARY CONDITIONS

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- 4.3 If the Buyer receives incorrect items on a delivery and reports this to the Seller provided that the item is in stock the Seller will (where possible) send the correct items out on next working day delivery, and arrange a collection of the incorrect items on a date to be agreed with the Buyer.
- 4.4 In the event that Furniture Product(s) are to be returned to the Seller due to an error on the part of the Seller, the following procedure will be followed:
- 4.4.1 A replacement Furniture Product will (if applicable) be sent with the original invoice number referenced on the new order. The replacement Furniture Product will be charged for on the Buyer's account, and then a credit applied on receipt by the Seller of the returned Furniture Product.
- 4.4.2 A returns note will be raised and the Seller shall contact the Buyer to arrange a date for the collection. When these details are agreed, a collection confirmation note will be sent to the Buyer via fax or email. If the Buyer wishes to make any changes to these details it must contact the Seller's Customer Services not less than one full Working Day before the date the collection is to be made.
- 4.4.3 If the collection fails due to the agreed arrangements not being adhered to, the Seller shall be entitled to make a charge of fifteen pounds (£15) in respect of the failed collection, which will be placed on the Buyer's account.
- 4.4.4 The Buyer shall ensure that all returned Furniture Products are boxed or palletised using their original packaging in order for the carriers to collect. A copy of the collection confirmation note must be securely attached to one box or pallet for identification on arrival at the Seller's warehouse. Returned Furniture Products that do not have a returns reference / collection note will be refused at the Seller's warehouse and returned to the Buyer at the Buyer's expense. Furniture Products which are not packaged in their original packaging will also be refused at the Seller's warehouse and returned to the Buyer at the Buyer's expense. All Furniture Products must arrive at the Seller in a saleable condition.
- 4.4.5 If the collection is to be made from a third party then the Buyer will be notified of the collection arrangements and shall be responsible for any failed collection or return charges. Furniture Products not packaged in their original packaging, (which do not have a returns reference) or which arrive in a condition not fit for resale will be refused at the Seller's warehouse and be returned to the Buyer at the Buyer's expense. No credit will be issued in these circumstances.
- 4.4.6 The Seller shall inspect the Furniture Products on receipt at the Seller's warehouse and, provided that Conditions 4.4.4 and 4.4.5 have been complied with, a credit will be applied to the original invoice against which the Furniture Products were purchased on the Buyer's account.
- 4.4.7 If the fault given as cause for returning the Furniture Product is not apparent on inspection by the Seller, the Furniture Product will be returned to the Buyer at the Buyer's expense and no credit applied to the account

## **5. FURNITURE PRODUCTS WHICH ARE NO LONGER REQUIRED (NLR)**

- 5.1 The Seller has the discretion (which it may exercise as it wishes) to accept the return of any Furniture Products supplies to but not required by the Buyer (upon such terms as the Seller may choose) and to issue a credit note in respect thereof. Any request by the Buyer to the Seller to exercise such a discretion must be made in accordance with the procedure and within the time periods set out in Condition 5.2 and is subject to the provisions of this Condition 5.4.
- 5.2 The Buyer must notify the Seller's Customer Services of any Furniture Products which are no longer required within fifteen (15) days of delivery. A returns note will be raised and sent to the Buyer by fax or email.
- 5.3 The Seller will arrange the collection and transportation of the Furniture Product to be returned to the Seller. The Buyer may, with the Seller's consent, and at the Buyer's own expense, return the Furniture Products to the Seller at VOW Interiors, VOW Interiors Returns, Station Road, Coleshill, Birmingham B46 1DT. The Buyer shall be charged either (i) a 35% restocking fee for all Furniture Products that are collected by the Seller and returned; or a 15% restocking fee for all Furniture Products that are returned by the Buyer at its own expense in accordance with Condition 5.5 below.
- 5.4 The Furniture Products returned must be received by the Seller in a re-stockable and resalable condition, un-used and in original and secured undamaged packaging and must include the returns documentation provided by VOW Interiors Customer Service. Any Furniture Products returned that cannot be re-stocked due to the Buyer's failure to comply with this Condition 5.4 will be returned to the Buyer, and the Seller shall be entitled to apply a carriage charge to the Buyer's account.

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## VOW INTERIORS SUPPLEMENTARY CONDITIONS

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- 5.5 If the returned Furniture Products are accepted, the Seller shall apply a credit to the Buyer's account, less a thirty-five per cent (35%) restocking fee or a fifteen per cent restocking fee if the Buyer returned the Furniture Products at its own expense. Any delivery charges relating to the original delivery are non refundable in this instance.

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# VOW FACILITIES SUPPLIES PRODUCTS

## SUPPLEMENTARY CONDITIONS

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### **A. GENERAL**

- A1. These Supplementary Conditions apply to Orders for Facilities Supplies Products and are in addition to the Conditions.
- A2. Words and expressions in these Supplementary Conditions shall have the same meanings as set out in the Conditions unless stated to the contrary.
- A3. In the event of any conflict between the terms of the Conditions and these Supplementary Conditions the provisions of these Supplementary Conditions will prevail.

### **B. DELIVERY DATE CONFIRMATION**

- B1. Following receipt of an Order for Facilities Supplies Products the Seller will, after first consulting with its own relevant supplier, advise the Buyer of the estimated delivery date for the Goods. The Buyer shall be entitled to request the Seller to agree to cancel the order where the estimated delivery date advised is not acceptable to the Buyer. The Seller may consent to a cancellation where the Seller is able to cancel its own order with its supplier without penalty. If the Seller does not agree to cancel the Order then the Seller shall be entitled to proceed with such order in accordance with the Conditions and these Supplementary Conditions.

### **C. DELIVERY**

- C1. If the Buyer fails or refuses to take delivery of the Facilities Supplies Products when agreed by the Seller and the Buyer the Seller may store the Facilities Supplies Products until actual delivery and charge the Buyer for the costs (including insurance) thereof or (at the Seller's option) sell the Facilities Supplies Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess of the sale proceeds over the price agreed between the Seller and the Buyer for the Facilities Supplies Products or charge the Buyer for any shortfall of the proceeds below such price or where the Seller cannot sell the Facilities Supplies Products charge the Buyer at the full invoice value for the Facilities Supplies Products.

### **D. RETURNS**

- D1. The Buyer may not return Facilities Supplies Products following delivery other than in accordance with this section D.
- D2. The Seller's customer services office must be notified of any claim in respect of any return electronically (i.e. by e-mail or via the Seller's self-serve portal only) specifying the reason giving rise to such claim or return. Notification must be made within the time limits set out below for each reason giving rise to a claim.
- D3. If the Facilities Supplies Products are damaged when delivered then the Buyer should refuse delivery and sign the delivery note as damaged. The Facilities Supplies Products will then be replaced free of charge provided that the Buyer notifies the Seller within 3 days of delivery.
- D4. If the Facilities Supplies Products are discovered to be damaged after delivery then the Facilities Supplies Products are non-refundable. If the Buyer notifies the Seller of the damage within 3 days of delivery and in writing within 6 days of delivery, the Seller may, in its sole discretion offer a 5% discount in the Price.
- D5. If the Facilities Supplies Products are faulty then the Buyer must notify the Seller as soon as possible. Faulty Facilities Supplies Products under £20 will be replaced free of charge. The Seller will arrange for the faulty Facilities Supplies Products £20 or over to be collected and inspected and if found faulty will be replaced free of charge. For Facilities Supplies Products found to not be faulty the Buyer shall incur an additional carriage charge of £20 and, after receipt of payment the original item shall be returned to the Buyer.
- D6. If a Facilities Supplies Product is no longer required then the Buyer should notify the Seller within 14 Working Days of delivery. The Seller may, in its sole discretion, accept the return at the Buyer's own cost subject to a handling charge that shall be calculated as set out below (other than in ROI and NI) and notified to the Buyer. If a Facilities Supplies Product is no longer required in ROI or NI the handling charge shall be calculated on a case by case basis and a quote will be provided by the Seller in response to the Buyer's return request.

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## VOW FACILITIES SUPPLIES PRODUCTS SUPPLEMENTARY CONDITIONS

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Cost of Facilities Supplies Product	Collection charge	Handling Charge
£30 or less	Buyer's responsibility	£10.00
Between £30 & £120	included in handling charge	£30.00
£120 or more	included in handling charge	25% of the cost

### E. CANCELLATION

- E1. The Buyer may cancel an Order for Facilities Supplies Products at any time prior to dispatch. Once the Facilities Supplies Products have been dispatched any cancellation shall be treated as a product that is no longer required in accordance with D5 of these Supplementary Conditions.