

Mackenzie Holdings Ltd also trading as Office 121 Terms and Conditions of Sale

1. Definitions

The following terms and conditions (including Schedule Parts 1 and 2) are the only terms and conditions ("Conditions") upon which Mackenzie Holdings Ltd also trading as Office 121, Company Number SC110218 and having its registered office at 63 Kenneth Street, Stornoway, Isle of Lewis, HS1 2DS (hereinafter called "the Seller") will trade with the Buyer.

"Bespoke Products" means Products marked in the catalogues of the Seller as to order only or any other Products of a type or specification not commonly supplied by the Seller or Products specifically ordered by the Seller to resell to the Buyer in accordance with the Order.

"Buyer" means the person, firm or company to be supplied with Products pursuant to the Contract.

"Consumer" shall have the meaning ascribed in section 2 of the Consumer Rights Act 2015.

"Contract" means the contract for the sale and purchase of the Products between the Buyer and the Seller and includes these Conditions, the Order and the Seller's Customer Returns Policy.

"Customer Returns Policy" means the returns policy set out in Part A of Schedule Part 1 of these Conditions.

"Furniture Products" means any furniture Products, including but not limited to seating, desking and storage.

"Products" means the products (including any instalment of the Products or any part of them) described in the Order 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 Products in accordance with these Conditions.

"Price" means the currently published price of the Products but is exclusive of carriage, insurance, delivery costs and any value added tax or any other indirect tax or duty unless specifically detailed in writing.

"Working Day" means any day from Monday through to Friday inclusive excluding United Kingdom public holidays.

"Supplementary Conditions" means the supplementary conditions which will apply to these Conditions to the sale by the Seller to the Buyer of Bespoke Products or Furniture Products, as set out in Parts B and C of Schedule Part 2 of these Conditions.

2. Applicability of Conditions

2.1 These Conditions shall be deemed to be incorporated in and shall govern all Contracts between the Seller and the Buyer.

2.2 These Conditions shall prevail over and having effect notwithstanding and to the exclusion of any terms, conditions and/or provisions which may conflict with or be in any way at variance with these Conditions and which the Buyer may seek to establish as forming part of or as applicable to the Contracts whether by having brought the same to the notice of the Seller by being implied by any trade, custom or practice, course of dealing or otherwise.

2.3 No waiver, alteration or modification of or addition to any of the provisions of these Conditions shall have any effect or be binding upon the Seller unless the same shall be in writing and signed by a director of the Seller.

2.4 Nothing in these Conditions shall prejudice the Buyer's statutory rights as a Consumer, where such rights are not capable of being excluded by contract, including that Goods will, at the time of delivery correspond to the description given by the Seller.

3. Acceptance of Order

3.1 Orders are submitted only upon and subject to the written conditions (if any) specified by the Seller in relation to the Products in question and these Conditions.

3.2 The Order constitutes an offer by the Buyer to purchase Products in accordance with the Conditions.

3.3 All Orders must be in writing and the Buyer shall be responsible for ensuring the accuracy of each Order.

3.4 No Order shall be binding upon the Seller unless expressly accepted in writing by an officer of the Seller or by an employee of the Seller with actual authority to accept such Order.

3.5 The Buyer may not unless the Seller has given its prior written agreement, withdraw, cancel, defer or amend any Order placed or any Contract. Where such consent is given it is an express condition thereof that the Seller shall be reimbursed for all materials, labour costs and liabilities incurred by it for the purposes of that contract prior to cancellation together with a reasonable addition thereto in respect of the loss of profit.

3.6 Where the Buyer is a Consumer, the conditions, time limits and procedures for exercising its right to cancel are set out in Schedule Part 2 of these Conditions.

4. Prices

4.1 Unless previously withdrawn the Seller's quotation expires twenty-eight days after the date thereof. No quotation made by the Seller constitutes an offer and any quotation may be withdrawn or revised at any time prior to acceptance by the Seller of the Order in terms of clause 3.3 hereof. In the absence of a valid quotation or an agreed price, the Price for the Products shall be calculated in accordance with the Seller's price list current at the date of acceptance of the Order.

4.2 Prices quoted by the Seller for Products are subject to variation and may be increased at any time without notice prior to delivery for any reason (but without prejudice to the generality of the foregoing) to cover foreign exchange fluctuation or variations in the cost of materials, labour or other costs of manufacture or through changes of design, delivery dates or quantities 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. When Products comprised in an Order are despatched or provided in more than one consignment the Price of the Products comprised in each consignment will be the Price ruling at the date of actual despatch or provision of that consignment.

4.3 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Products, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

5. Delivery and/or Provision

5.1 Any date suggested by the Seller for delivery of Products is a guide only and time of delivery and/or time of provision is not of the essence. The Seller shall incur no liability whatsoever in

respect of any loss or damage arising as a consequence of any deviation from the timetable (if any) agreed between the Buyer and the Seller.

5.2 Delivery of the Products shall be made by the Buyer collecting the Products at the Seller's premises unless otherwise stipulated or agreed by the Seller. Should the Seller arrange onward delivery of the Products it shall do so as the Buyer's agent and the Buyer shall indemnify the Seller on demand in respect of all costs and expenses incurred thereby.

6. Shortages, Damage and/or Loss in Transit

6.1 The Buyer must:-

(i) examine any Products delivered upon delivery;

(ii) notify the Seller in writing within 1 day of any shortage of, or damage to the Products and in the event of non-delivery within 1 day of the estimated delivery date; and

(iii) afford the Seller and/or its agents reasonable opportunity to verify any shortage and/or inspect any damaged Products as delivered.

6.2(a) If the Buyer complies with all of sub-clauses 6.1 (i) – (iii) above inclusive, the Buyer's sole remedy in the event of any non-delivery, non-conformance, shortfall or shortage shall in the Seller's sole discretion be repair, replacement, rectification or re-provision by the Seller of the relevant Products.

6.2(b) If the Buyer fails to comply with all or any of sub-clauses 6.1 (i)– (iii) above inclusive, the Seller shall not be liable for any such non-delivery, non-conformance, shortfall or shortage and the Buyer may not reject such Products.

6.3 The Seller may deliver Products in instalments and each such instalment shall be deemed to be the subject of a separate Contract and no damage, non-delivery or shortage in relation to any such instalment shall entitle the Buyer to any remedies in relation to any other instalment or Contract.

7. Risk

7.1 In all cases where delivery takes effect at the Seller's premises, risk in the Products will pass on the earlier of delivery to the Buyer or the Buyer's carrier or agent. If the Buyer is provided with written notification of a delivery date and the Buyer fails to take delivery of the Products on such date, the risk in the Products will nonetheless pass to the Buyer at the scheduled time of delivery and the Buyer shall reimburse the Seller on demand in respect of all reasonable storage and other costs incurred by the Seller until the Buyer takes delivery of the Products.

7.2 If the Seller agrees in writing that Products are to be delivered to an address other than that of the Seller, risk in the Products will pass upon consignment of the Products to the Seller's carrier or agent. For the avoidance of doubt, the Seller shall be under no duty to insure the Products.

7.3 The Buyer shall insure the Products from the period from which risk in the Products passes until the passing of title in the Products to the Buyer as detailed in clause 9 below for the full replacement value and the Buyer shall until sums due have been paid in full or in cleared funds, hold the insurance policy and any proceeds thereunder in trust for the Seller to the extent of the unpaid sums.

8. Property

8.1 The property in any Products supplied by the Seller shall not pass to the Buyer until such time as the Seller is in actual receipt of the full amount due in respect thereof in cash or in cleared funds.

8.2 Until such payment, the Buyer will have possession of the Products as trustee for the Seller and will ensure that the Products are properly stored, protected and insured and remain clearly identifiable as the property of the Seller and in the Buyer's possession or control.

8.3 The Seller reserves the right to repossess any Products in respect of which payment is overdue and thereafter to resell same and for this purpose, the Buyer grants to the Seller and its agents the right to enter upon the Buyer's premises during normal business hours.

8.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8.5 If the Buyer is situated outwith Scotland, the proceeds of any sale by the Buyer to a third party shall be held by the Buyer in trust for the Seller and the Seller shall be entitled to trace such proceeds in the hands of the Buyer or any Trustee, Receiver or Liquidator of the Buyer.

9. Liabilities

9.1 All guarantees, warranties and assurances whether express or implied are hereby excluded to the fullest extent permitted by law.

9.2 The Seller's aggregate liability in respect of any occurrence or series of occurrences to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the lesser of (a) the price of the Product(s) the subject of the claim and (b) £1,000,000. This limit of liability is determined on the basis of the Seller's insurance cover. The Buyer may by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained therefor. The premiums in respect of insurance up to such higher limit will be for the account of the Buyer.

9.3 The Seller shall not be liable for any indirect or consequential loss, claims, damages or liabilities or loss of profit whatsoever even if advised of the possibility of same.

9.4 Nothing in these Conditions shall exclude, restrict or limit any liability of the Seller in relation to the Products to be provided by the Seller in relation to death or personal injury arising from the negligence of the Seller.

10. Payment

10.1 Unless otherwise stated payment is to be made in full without deduction or set-off within 30 days following the date of the Seller's invoice. Time shall be of the essence for such payment.

10.2 In the case of Products manufactured and/or delivered in instalments or stages, payment in respect of each instalment or

stage shall be made prior to commencement of any work by the Seller in respect of the next stage or instalment.

10.3 Without prejudice to the Seller's whole other rights and remedies, the Seller shall be entitled to charge the Buyer interest on any late payments at the greater of the rate of 4% per annum above the base rate from time to time of The Bank of Scotland plc and the amount prescribed by The Late Payment of Commercial Debts (Interest) Act 1998 on the whole amount of any late payment until payment in full.

11. Force Majeure

11.1 The Seller shall have the right to cancel or delay delivery or provision or to reduce the quantity of Products delivered and shall under no circumstances be responsible for failure or delay in performing the Contract or otherwise failing to implement its obligations to the Buyer if such failure or delay shall be due to any cause or circumstance beyond the control of the Seller or for a reason attributable to the Buyer or the Buyer's customers or agents.

11.2 If such circumstances continue for a continuous period in excess of 60 days, the Seller shall be entitled but not obliged to terminate the Contract upon prior written notice to the Buyer and without any liability to the Buyer.

12. Termination

Without prejudice to any other rights which the Seller may have, the Seller reserves the right to suspend further deliveries of Products and/or, by notice in writing to the Buyer, terminate the Contract if:

(a) the Buyer breaches any of these Conditions and in the case of such a breach which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

(b) the Buyer shall commit any act of bankruptcy or shall suffer any execution or distress to be levied on his Products or (being a company) shall enter into liquidation (whether compulsory or voluntary, save for the purposes of and followed by reconstruction or amalgamation) or shall have a receiver or administrator appointed, or enters into a trust deed for the benefit of its creditors, becomes insolvent or compounds with its creditors or ceases to trade or takes or suffers an analogous action or proceedings under the law of any other jurisdiction.

13. Notices

13.1 Any notice required to be given by either the Seller or the Buyer to the other shall be deemed validly served as served by:

(i) Prepaid registered letter posted to Unit 4, 43a Harbour Road, Inverness, IV1 1UF (in the case of the Seller) and the address for the Buyer detailed on the Order (in the case of the Buyer) or such other address as may from time to time be notified in writing for this purpose; or

(ii) Personal delivery by hand, at the address referred to at clause 13.1(i) above; or

(iii) (if appropriate) by email to inverness@office121.co.uk (in the case of the Seller) and the email address for the recipient given on the Order (in the case of the Buyer) or such other address as may from time to time be notified in writing for this purpose.

13.2 Any notice served in terms of clause 13.1 above shall be deemed to have been served:-

(a) in the case of 13.1(i) above, 48 hours after posting same; and

(b) in the case of (ii) above upon delivery, if within normal business hours, or otherwise at 9am on the next Working Day; and

(c) in the case of 13.1(iii) above, when sent, if within normal business hours, or otherwise at 9am on the next Working Day.

14. Data Protection

The Seller shall process personal data about the Buyer and/or about the Buyer's employees in accordance with current data protection laws. The Seller shall use the personal data that it obtains during the course of his relationship with the Buyer for the purposes of completing any contract with the Buyer and for administering the business relationship. The Buyer will also use the personal data to detect and prevent fraud, to recover debts and to check credit ratings of customers (all of which may involve a disclosure either to a credit reference company, to a financial or other organisation involved in fraud prevention or to legal agents). The Buyer will also use the personal data for the purposes of direct marketing. The Seller may sell or otherwise share your personal data with a third party. If you do not want the Seller to use your personal data for the purpose of direct marketing then please write to the Seller at the address above requesting that they stop.

15. General

15.1 The Buyer shall not assign, subcontract or otherwise transfer any of its rights or obligations under the Contract.

15.2 Nothing in these Conditions shall limit the ability of the Seller to subcontract all or any of its obligations under the Contract.

15.3 The Seller may assign all or any of its rights and obligations under the Contract to any other company which is from time to time a subsidiary of the Seller or holding company of the Seller or a subsidiary of such holding company, "subsidiary" and "holding company" having the meanings assigned to them by Section 1159 of the Companies Act 2006.

15.4 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.5 If any provision in these Conditions is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

15.6 The provisions of clauses 8, 9, 10, 11, 12, 13 and 15 hereof will survive the expiry or earlier termination of the Contract.

16. Returns

The Seller's Customer Returns Policy shall apply. The Buyer may not return Bespoke Goods or any Products marked as non-returnable in the Seller's catalogues.

17. Governing Law

All contracts governed by these conditions are subject to Scots law. The parties hereby submit to the exclusive jurisdiction of the Scottish Courts.

Schedule Part 1

Part A: Customer Returns Policy**1. General**

1.1 This is the Seller's Customer Returns Policy ("Returns Policy") referred to in the Conditions.

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 catalogues and which are notified to the purchasers of such products (including, without limitation, the 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 groups 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 Products 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 Products returned 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 procedure and within the time periods set out in paragraph 3 of this Part A and is subject to the provisions of this paragraph 2 of this Part A.

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 the return request is made by 10 December of the year previous to the year to which such dated products relate; 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 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 Products returned less deductions for the Seller's costs as set out in paragraph 2.1 of this Part A.

2.4 The Seller will not (without prejudice to its discretion in paragraph 2.1 of this Part A) accept the return of any electrical items which have been removed from their packaging or any food stuffs or food products.

2.5 The Buyer may not return Bespoke Products or any Products marked as non-returnable in the catalogues.

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 returns or request by post, facsimile, e-mail or by telephone 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 five (5) Working Days;

3.1.2 where a product was ordered and invoiced but an incorrect product was sent out due to picker error - within two (2) 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 four (4) 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 fifteen (15) Working Days. Where such a claim or request is made by telephone, it will only be considered by the Seller if an acknowledgement reference is obtained by the Buyer and the claim or request is confirmed by post facsimile or e-mail by the Buyer within three (3) Working Days quoting the acknowledgement reference.

3.2 The Seller will only consider a returns request in respect of any of the Products if the following further information is given:

3.2.1 the invoice number and/or the advice note number in respect of the Products;

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 Products (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.

Part B: Supplementary Conditions – Bespoke Products**1. General**

1.1 These Supplementary Conditions apply to Orders for Bespoke Products and are in addition to the Conditions.

1.2 Words and expressions in these 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 and these Supplementary Conditions the provisions of these Supplementary Conditions will prevail.

2. Delivery Date Confirmation

2.1 Following receipt of an Order for Bespoke Products, the Seller will, after first consulting with its own relevant supplier, advise the Buyer of the estimated delivery date for the Products. 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.

3. Delivery

3.1 If the Buyer fails or refuses to take delivery of the Bespoke Products when agreed by the Seller and the Buyer the Seller may store the Bespoke Products until actual delivery and charge the Buyer for the costs (including insurance) thereof or (at the Seller's option) sell the Bespoke 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 Bespoke Products or charge the Buyer for any shortfall of the proceeds below such price or where the Seller cannot sell the Bespoke Products charge the Buyer at the full invoice value for the Bespoke Products.

4. Delivery

4.1 The Buyer may not return Bespoke Products following delivery.

Part C: Supplementary Conditions- Furniture Products**1 General**

1.1 These Supplementary Conditions apply to Orders for Furniture Products and shall apply in addition to the Conditions and the Seller's Customer Returns Policy.

1.2 Words and expressions in these 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 Supplementary Conditions, the provisions of Supplementary Conditions shall prevail.

2 Delivery

2.1 The Seller shall be entitled to charge the Buyer for delivery of Furniture Products in accordance with its currently published 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 paragraph 2.4 of this Part C.

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. Should the redelivery attempt be unsuccessful, the Seller shall be entitled to charge the Buyer a 35% restock charge pursuant to paragraph 5.5 of this Part C.

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 forty-eight (48) hours 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 forty-eight (48) hours 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 twenty-four (24) hours 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 twenty-four (24) hours of receipt. Incorrect products must remain in a saleable condition and within their original packaging or additional charges may be incurred.

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 not less than twenty-four (24) hours 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 paragraphs

4.4.4 and 4.4.5 of this Part C 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 supplied 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 paragraph 5.2 of this Part C and is subject to the provisions of this paragraph 5.4 of this Part C.

5.2 The Buyer must notify the Seller of any Furniture Products which are no longer required within five (5) Working Days of delivery. A returns note will be raised and sent to the Buyer by fax or email.

5.3 Transportation of the Furniture Product to be returned must be arranged by the Buyer back to the Seller. If the Buyer is not able to make these arrangements, then the Seller may arrange transport on the Buyer's behalf (at the Buyer's expense).

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 the Seller. Any Furniture Products returned that cannot be re-stocked due to the Buyer's failure to comply with this paragraph 5.4 of this Part C will be returned to the Buyer, and the Seller shall be entitled to apply a carriage charge to the Buyer's account.

5.5 If the returned Furniture Products are accepted, the Seller shall apply a credit to the Buyer's account, less either (a) a 35% restocking fee for all Furniture Products that are collected by the Seller and returned; or (b) a 15% restocking fee for all Furniture Products that are returned by the Buyer at its own expense. Any delivery charges relating to the original delivery are non refundable in this instance.

Schedule Part 2 - Cancellation Procedure for Consumers Under Clause 3.6 of the Conditions

- 1. Where the Buyer is a Consumer only, and save where excluded under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as amended from time to time (including the supply of goods that are made to the Buyer's specification and are clearly personalised), you have the right to cancel this contract within 14 days without giving any reason.
 - 2. The cancellation period will expire after 14 days from the day:
 - a) of the conclusion of the contract, in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium;
 - b) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, in the case of a sales contract;
 - c) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good, in the case of a contract relating to multiple goods ordered by the Buyer in one order and delivered separately;
 - d) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece, in the case of a contract relating to delivery of a good consisting of multiple lots or pieces;
 - e) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good, in the case of a contract
- for regular delivery of goods during a defined period of time.
- To exercise the right to cancel, you must inform us, Office 121, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.
- To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- EFFECTS OF CANCELLATION**
- 5. If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
 - 6. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
 - 7. We will make the reimbursement without undue delay, and not later than:
 - a) 14 days after the day we receive back from you any goods supplied, or
 - b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
 - c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
 - 8. We will make the reimbursement using the same
- means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- In the event of cancellation we may withhold reimbursement until we have received the goods back (where we have not offered to collect the goods) or you have supplied evidence of having sent back the goods, whichever is the earliest.
- RETURN OF GOODS**
- 10. You shall send back the goods or hand them over to the Seller at Unit 4, 43a Harbour Road, Inverness, IV1 1UF (in the case of the Seller) without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
- COST OF RETURNING GOODS**
- 11. You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately £60 per pallet or £30 per parcel.
 - 12. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.
- SERVICE CONTRACTS BEGUN DURING CANCELLATION PERIOD**
- 13. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

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CANCELLATION FORM FOR CONSUMERS (ONLY)

To: Office 121, Unit 4, 43a Harbour Road, Inverness, IV1 1UF, inverness@office121.co.uk

I/We [*] hereby give notice that I/we [*] wish to cancel my/our [*] contract of sale of the following goods/for the supply of the following service [*].

Ordered on/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

SIGNED BY THE SELLER

Signature:

Date:

SIGNED BY THE BUYER

Signature:

Date: