

## Terms and conditions

### Application and entire agreement

1. These terms and conditions will apply to the purchase of the goods detailed in our quotation (**Goods**) by the buyer (**You**) from The Collective Agency London Limited a company registered in England and Wales under number 09286740 and whose registered office is at Chaucer House, Chaucer Business Park, Watery Lane, Sevenoaks, Kent TN15 6PW (**We or Us**).
2. These Terms and Conditions will be deemed to have been accepted by you when you accept them, or the quotation, or from the date of any delivery of any Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation (together, the **Contract**) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### Interpretation

4. A "business day" means any day other than a Saturday, Sunday or Bank Holiday.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice versa.

### Goods

7. The description of the goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.
8. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

### Price

9. The Price (**Price**) of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
10. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to material costs, labour costs, alternation of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
11. Any increase in Price under clause 10 will only take place after we have told you about it.
12. You may be entitled to discounts, all or any of which will be entirely at our discretion.
13. The Price is inclusive of fees for packaging and transportation/delivery.
14. The Price is inclusive of any applicable VAT or duty which may be imposed or charged by any relevant authority.

### **Cancellation and alteration**

15. Details of the Goods as described in 7 above and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
16. The quotation (including any non-standard price negotiated in accordance with 9 above) is valid for 30 days only from the date shown unless it is expressly withdrawn by us at an earlier time.
17. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

### **Payment**

18. We will invoice you for the Price either:
  - a. On Order placement; or
  - b. Where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.
19. You must pay the Price on Order Placement to generate the Order or otherwise according to any credit terms agreed between us.
20. You must make payment even if delivery has not taken place and /or that the title in the Goods has not passed to you.
21. If you do not pay within the period set out in 19, or as agreed between us, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest at the rate of 2% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.
22. Time for payment will be of the essence of the Contract between you and us.
23. All payments must be made in Sterling GBP unless otherwise agreed in writing between us.
24. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by any law and neither party to assert any credit, set off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

### **Delivery**

25. We will arrange for the delivery of the Goods to the address specified in your order or to another location we agree in writing.
26. If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.
27. Subject to specific terms of any special delivery service, delivery can take place during normal working hours.
28. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:
  - a. Store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including but not limited to, transportation, storage and insurance; and or
  - b. Make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery and/or:

- c. After 10 business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.
- 29. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.
- 30. Any dates quoted for delivery are approximate only, and time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that's is caused by any circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instruction that are relevant to the supply of the Goods.
- 31. We can deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery of defect in any Goods or instalment will not entitle you to cancel any other instalment.

### **Inspection and acceptance of Goods**

- 32. You must inspect the Goods on delivery or collection.
- 33. If you identify any damages or shortages, you must inform us in writing within 1 working day of delivery, providing details.
- 34. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
- 35. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
- 36. We will be under no liability of further obligation in relation to the Goods if:
  - a. You fail to provide notice as per 33; and/or
  - b. You make any further use of the Goods after giving notice under 33 relating to damages and shortages; and/or
  - c. The defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
  - d. The defect arises from normal wear and tear of the Good; and/or
  - e. The defect arises from misuse or alteration of the Goods, negligence, wilful damage or any act by you, your employees or agents or any third parties.
- 37. You bear the risk and cost of returning the Goods
- 38. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 1 working day after delivery.

### **Risk and title**

- 39. The risk in the Goods will pass to you on completion of delivery.
- 40. Title to the Goods will not pass to you until we have received payment in full.
- 41. Until title to the Goods has passed to you, you must (a) hold the goods on a fiduciary basis as our bailee; and/or (b) store the Goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 42. As long as the Goods have not been resold, or irreversibly incorporated into another product and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored to recover them.

## **Termination**

43. We can terminate the sale of the Goods under the Contract where;
- a. You commit a material breach of your obligations under these Terms and Conditions;
  - b. You are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
  - c. You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangements is made with your creditors; or
  - d. You convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint and administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para.14 of Schedule B1 of the Insolvency Act 1986) a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

## **Limitation of liability**

44. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
45. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sales of Goods Act 1979) are excluded to the fullest extent permitted by law.
46. If we do not deliver the Goods, our liability is limited, subject to clause 47 to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
47. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
48. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods for:
- a. Any direct, indirect, special or consequential loss, damage, costs or expense and/or
  - b. Any loss of profits; loss of anticipated profits, loss of business, loss of data, loss of reputation or goodwill; business interruption; or other third party claims; and/or
  - c. Any failure to perform any of our obligations if such a delay or failure is due to any cause beyond our reasonable control; and/or
  - d. Any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
  - e. Any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
49. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

### **Communications**

50. Any notices given under these Terms and Condition must be in writing and delivered to the registered office of the party to whom they are addressed or their principle place of business.
51. Notices will be deemed to have been duly given:
- a. When delivered, if delivered by hand, courier or other messenger during the normal business hours of the recipient:
  - b. Went sent via email, upon successful receipt of a return receipt notification:
  - c. Or by Registered post, the next business day.
  - d. Or if by registered ail mail on the tenth business day following posting.
52. All notices must be addresses to the most recent address notified to the other party.

### **Force majeure**

53. Neither party shall be liable to the other for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to; power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm earthquake, acts of terrorism, act of war, governmental action or any other event that is beyond the control of the party in question.

### **No Waiver**

54. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

### **Severance**

55. If one of more of these Terms and Condition is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

### **Law and jurisdiction**

56. These Terms and Conditions are governed by and interpreted according to English Law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English Courts.