

Terms & Conditions

FUTURE OFFICE SOLUTIONS Ltd

TERMS AND CONDITIONS OF SALE UPON A SALE OF GOODS

1. Definitions

In the terms and conditions, unless the context otherwise requires, the following words shall have the following meanings: -

"The Company" means Future Office Solutions Ltd.

"The Goods" means the goods specified.

"The Buyer" means the person who buys or has agreed to buy the Goods.

"The Price" means the Price of the Goods and any other charges specified.

2. General

- A. The terms and conditions herein contained shall (unless otherwise states by the Company) apply to all sales of goods by the Company to the Buyer whether written or oral and no terms or conditions stipulated by the Buyer nor any other variation shall have effect unless agreed in writing by the Company.
- B. The Company's catalogues, price list and other advertising matter shall not form part of any contract between the Buyer and the Company.
- C. The Company reserves the right to modify designs and specifications without prior notification.

3. Formation of Contract

- A. Any price quotation by the Company or its agents or employees shall be deemed to be for the purposes of information only and shall not constitute an offer to sell.
- B. There shall be no binding agreement between the Company and the Buyer until either the Company or an agent or employee of the Company notifies the Buyer in writing that an order is confirmed.

4. Prices

- A. Unless otherwise stated in writing all prices quoted are exclusive of VAT and delivery.
- B. The Company reserves the right to increase the invoices price with any additional cost arising from any increase in the cost of acquiring the Goods between the date of confirmation of order and the date on which the invoice is issued.

5. Payment

- A. Subject to the provisions of Clause 4(B) hereof invoices will be issued at the prices quoted in the Company's confirmation of order and unless otherwise agreed in writing between the parties, payment shall be made within thirty days after the date of the invoice.
- B. The Company may require the Buyer prior to delivery to pay a deposit to secure any order or part thereof. Payment of such deposit shall not prejudice the Company's right to increase a quoted price in accordance with the provisions of Clause 4(B) hereof.
- C. Without Prejudice to the Company's other rights, the Company reserves the right to charge interest on the amount of any delayed payment at the rate of 11/2% per calendar month or part thereof on the outstanding amount until payment has been made in full.

6. Delivery

- A. Any times quoted for delivery are estimates only and are subject to confirmation by the Company. Unless otherwise stated in writing, delivery times shall not be the essence of the contract and the Company shall not be liable for any loss or damage to the Buyer arising from the Company's failure to deliver within the time quoted.
- B. Unless otherwise agreed in writing, delivery of the Goods shall take place at the Buyer's address appearing in the confirmation order.
- C. The Company must be notified in writing within three days of delivery of any claims by the Buyer for shortage of or damage to goods in transit.
- D. Unless otherwise agreed in writing, the Company shall be entitled to make partial deliveries by instalments and the terms and conditions herein contained shall apply to each partial delivery. Failure by the Buyer to accept or pay for any instalments may be treated by the Company as a repudiation of the contract.

7. Transfer of Property and Risk

- A. Risk in respect of the Goods passes to the Buyer from the moment of delivery.
- B. Notwithstanding the fact that delivery thereof shall be made to the Buyer, ownership of the Goods shall remain in the Company until the Company has received payment in full for the Goods and all other sums owing and/or due to the Company.
- C. So long as the ownership of the Goods remains in the Company, the Company shall have the right, without prejudice to the obligation of the Buyer to purchase the Goods, to re-take possessions of such goods. The Buyer shall on demand by the Company inform the Company of the whereabouts of all such goods and insofar as the same are upon the said property of the Buyer grants (by the submission of a purchase order for goods of the Company) full and free access in and upon the said property for the purpose of repossessing such goods and undertakes to procure such access for the Company to the Goods for such purpose, wherever else they may be.
- D. Nothing in this condition shall confer any right upon the Buyer to return the Goods sold hereunder. The Company may maintain any action for the Price notwithstanding that ownership of the Goods may not have passed to the Buyer.

8. Performance of Contract

Without prejudice to any other provision hereof, in the event of the performance of any obligation accepted by the Company being prevented, delayed, or in any way interfered with by force majeure, such as, but not limited to, act of God, natural disasters, fire, flood, explosions or earthquakes, epidemics, serious accidents, any act of government, war, strikes, or labour troubles at Company's premises or elsewhere, the inability to obtain the necessary import or export license or any other licenses or consents of any governmental or other authority, or any other cause whatsoever beyond the reasonable control of the Company, the Company may at its option suspend performance of or cancel the contract or so much of it as remains unperformed, without liability for loss provided the Company informs the Buyer as soon as reasonably practicable in writing of its inability to perform its obligations. Such suspension or cancellation shall be without prejudice to the Company's right to receive payment for all the Goods previously delivered.

9. Insolvency or Default

If the Buyer shall commit any breach of the contract or become insolvent or unable to pay its debts or commit any act of bankruptcy or (being a limited company) go into liquidation other than a voluntary liquidation for the purpose of amalgamation or reconstruction only or have a receiver appointed of its undertaking or assets or any part thereof,

the Company may without notice suspend or determine the contract or the unfulfilled part thereof and stop any goods in transit, without prejudice to any other right to remedy which the Company may lawfully enforce or exercise.

10. Description of Goods

The description of the Goods stated in the contract or contained in any invoice, order form, descriptive matter, specifications, catalogue or advertising material published or issued by the Company is for identification only and the use of such description shall not constitute a sale by description.

11. Limitation of Liability

- A. The Company shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of duty in contract of tort or in any other way (including loss arising from the Company's negligence). Examples of consequential or indirect loss include but are not limited to loss of profits, loss of contracts and damage to property of the Buyer or anyone else.
- B. The Company's total liability for any one claim for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the Price.

12. Cancellation of Orders

Orders cannot be cancelled except with the Company's written consent and upon terms which will indemnify the Company against all loss incurred by such cancellation.

13. Sub-contracts

The Company reserves the right to sub-contact the performance of the contract or any part thereof.

14. Proper Law and Jurisdiction

The contract shall be governed by the constructed in accordance with English law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the contract.

15. Headings

The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.

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