

# Terms and Conditions of Contract for the Purchase of Goods

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## 1.0 Definitions

Buyer – National Toner Buyer Ltd

Seller - The person, firm or company who accepts the Buyer's Order.

Quotation – Any Quotations are valid for 3 days.

Goods – Items or services that the Buyer has agreed to purchase or parts of.

Order - Means the Order by National Toner Buyer for the supply of Goods and/or Services, as set out in the purchase Order form of the Buyer, or in the Sellers written acceptance of the Buyer's Quotation, as the case may be.

Contract - means the Contract between National Toner Buyer and the Seller for the sale and purchase of the Goods and/or the supply of Services in accordance with these Terms & Conditions

Rejected Goods – Where the items do not comply with the Quote or Order acknowledgment.

Return of Goods – Where items do not comply with our Terms and Conditions.

Intellectual Property Rights - Means all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other Intellectual Property Rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

## **2.0 Introduction**

2.1 These Terms and Conditions refer to the official website of National Toner Buyer, which is accessible via the address <http://www.nationaltonerbuyer.com> By using, or selling Goods to, the Buyer ('and User') the Seller agree to these Terms and Conditions. You may print and keep a copy of these Terms and Conditions.

2.2 Together these Terms and Conditions, About Us page and FAQ sections, and any web page-specific Terms and Conditions that may be shown on the Website from time to time, form the entire agreement between you and us ('Contract'). If you do not agree to be legally bound by this Contract, please leave the Website immediately. Your continued access and use of the Website will amount to acceptance of these Terms and Conditions.

2.3 The Buyer reserves a right to change the Contract at any time and will post a 'highlight' to the News section if changes are made. You should review these Terms and Conditions on a regular basis to ensure that you are aware of any changes made as you will be legally bound by any amended terms if you continue to use the website after the changes.

## 3.0 Acceptance of Order

3.1 The Buyer's Terms and Conditions must prevail over any other Terms and Conditions of the Seller. Any Terms and Conditions of the Seller will be excluded upon Quote or Order acknowledgment thus proceeding with a sale unless agreed in writing by the Buyer prior to agreement.

3.2 Any offer or Quotation from the Buyer to the Seller is only acknowledged as a Contract when the Seller agrees to this offer and delivers the total Goods in acknowledgement of the Order.

3.3 No amendments can be made to an Order unless approved beforehand by the Buyer in writing.

3.4 By the Seller agreeing to an offer the Seller waives all rights to their own Terms and Conditions or any other documents attached or supplied. Any such items will not affect the Buyer's Terms and Conditions.

3.5 The Buyer can cancel the Order within 14 days if the Order is not accepted by the Seller in writing or by the total delivery of the Goods as per the Quote or Order.

3.6 The Buyer can make any changes to the Contract including but not limited to changes to delivery address, date or collection, method of delivery / collection or quantities, packing methods.

3.7 The Seller must comply with any standards, regulations and legal requirements in terms of fulfilling the sale of Goods.

#### 4.0 Quality and Description of Goods

4.1 The Buyer will detail any items, quantities and description of the Goods within a Quotation or Order of Goods to the Seller.

4.2 The Seller has the responsibility to package items and Goods within regulations and the legal requirements within the countries across which they are selling.

4.3 The Buyer can choose to return any items or Goods in part or full, delivered or collected at the Seller's expense where they do not meet these Terms and Conditions.

4.4 It is the Seller's responsibility to ensure the Goods on the Order form or Quotation match all items delivered. Any such discrepancies will be rejected by the Buyer and any losses in expense or risks be passed onto the Seller. The Buyer will inform the Seller of any discrepancy's. It is up to the Seller to arrange and pay for return carriage within 7 days of the delivery to the depot and confirm this in writing to the Buyer.

4.5 It is the Seller's responsibility to ensure Goods are compliant to any legal obligations associated to Goods or services used or supplied.

#### 5.0 Supply of Goods

5.1 The Buyer shall be entitled to carry out checks and tests on any Goods delivered or upon site collection and the Seller will not prevent any such checks.

5.2 Any testing shall be under the Seller's responsibility and ownership of Goods and will not affect the Terms and Conditions of the Order.

5.3 It is the Seller's responsibility to ensure the Goods are fit for purpose and to ensure they are in good Order this also means that they are of satisfactory quality and fit for purpose for the end user. The Buyer reserves the right to a full refund or replacement for any items that are not described as this clause.

## 6.0 Delivery

6.1 All Goods must be packaged and labelled with compliance of the Buyer's instructions. The Seller must also obey the instructions of the courier company to which they are using to send Goods. All items must be packaged in a protective box or packaging which is secure to allow the safe transport of these items and not incur any damage in transit.

6.2 The Seller does not accept any deliveries without Quotation reference number visible on the packages. Any items sent will be rejected and/or returned by the courier at the Seller expense.

6.3 It is the Seller's responsibility to ensure the items are packaged up to minimise any transit damage and absorb any costs where damages occur.

6.4 The Seller can arrange carriage of Goods and delivery to the address as provided in a Quote or Order form. Any alternative address must be agreed with the Buyer's consent in writing.

6.5 Any Goods must be delivered within the time frame specified on an Order form.

6.6 Any items that are to be delivered by the Seller or larger loads must be scheduled within office hours or alternatively as agreed with the Buyer so that necessary arrangements can be made for administration and handling of Goods.

6.7 The Seller needs to mark and attach the following to each package so that they can easily be identified upon delivery: **Order number, attach the Quotation and/or Order form, total number of packages or pallets in the consignment.** If there is more than one courier or the deliveries are taking place over multiple times/days, please write **PART ORDER** next to the Order number.

6.8 If items are not received on their delivery due date, it is the responsibility of the Seller to chase their couriers. The Buyer reserves the right to cancel the Order at any time.

6.9 Any items that are damaged or not as described within the Order form shall be graded as such in the checking-in process and this information passed back to the Seller. Any discrepancy's will be highlighted. This includes but not limited to damage to package content and amendments to the Order. The Seller may also replace any Goods damaged or lost in transit or during unloading free of charge. The Buyer will inform the Seller within reasonable time of any issues as detailed above. Adjustment to the Quote or Order will be provided in writing to the Seller with 14 days of delivery.

## 7.0 Rejection or Returns

7.1 The Buyer will notify the Seller where the items do not comply with the Quote or Order form by either rejection, return or cancellation.

7.2 Rejection is any items where the falls into one (but not limited to) the following categories: incorrect quantities, incorrect grading of items, damaged delivery's, incomplete delivery's. The Buyer will not provide return postage or costs for any of these items. Where items need regrading due to inspection the Seller will either accept the change or arrange collection of Goods.

7.3 Returns are where items are not as specified on a Quote or not Ordered by the Buyer. These will need to be returned to the Seller. The Seller will cover the costs and any losses incurred due to these items being sent to the Buyer e.g. for items such as handling charges, space allocation, Return of Goods.

7.4 No Seller will send or deliver any compatible inks, compatible toners or empty or used print consumables on any Order. Where any such items that we the Buyer have not agreed to Order are supplied, or items that do not form part of the Quote or Order, we reserve the right to return Goods or discard at the Seller's expense.

7.5 The Buyer can request replacement Goods or refunds for any items that do not comply with these Terms and Conditions or are not equal to the original Quotation or Order.

## 8.0 Variations

8.1 The Buyer reserves the right to alter the terms of the Order agreement or Quote. The Seller can accept or provide an estimate which the Buyer can accept or reject.

## 9.0 Payments

9.1 Any company can provide an invoice to the Buyer upon delivery of the Goods. Invoices are to include the Quotation or Order number, date of Quotation or Order, Sellers VAT no if applicable.

9.2 Any Seller who is VAT registered will only be paid after the VAT invoice has been received by the Buyer.

9.3 Any Goods received at the depot will be paid within 24 hours of full Quote/Order signoff by the Buyer. Any items that cannot be signed off will be deducted from the initial Order or Quotation and the Seller has 7 days to negotiate sale on these items or arrange collection of Goods. Any items that are not collected within 10 days will be disposed of or returned to the Seller at their Seller expense.

9.4 Any Goods inspected and collected at the Seller's premises can be paid upon collection or within 24 hours which must be pre-arranged with the Buyer.

9.5 The Buyer will not be liable for any increase in costs to the Seller.

9.6 The Buyer can deduct any amounts owed to them from the Seller (or any associated company's), from future and present sales.

9.7 No payment of (or on account of) the price shall constitute any admission by the Buyer of the proper performance of the Sellers obligations under the Contract.

## 10.0 Risk and property

10.1 The property and risk in the Goods shall remain with the Seller, until the delivery is complete and signed for at the address specified in the Quote or Order, when ownership of the Goods shall transfer to the Buyer. Or when the Goods are paid in full upon collection as agreed with the Buyer.

## 11.0 Force Majeure

11.1 **No Liability for Force Majeure Event.** Neither party will be liable for any failure of or delay in the performance of any of its obligations under this agreement if its failure or delay is due to the occurrence of a Force Majeure Event.

11.2 **Definition of "Force Majeure Event."** In this agreement, "**Force Majeure Event**" means any event that

(i) is beyond the reasonable control of a party,

(ii) materially affects the performance of any of its obligations under this agreement, and

(iii) could not reasonably have been foreseen or provided against,

but does not include general economic or other conditions affecting financial markets generally.

#### 12.0 Assignment and Sub-Contracting

12.1 The Seller is not allowed to transfer or Sub-Contract its obligations under the Contract to a third party without the Buyer's consent.

#### 13.0 Indemnity

13.1 Without prejudice to any rights or remedies of the Buyer, the Seller will indemnify the Buyer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Buyer may suffer or incur as a result of or in connection with any damage to property or in respect of any injury, whether fatal or otherwise, to any person which may result directly or indirectly from a defect in the Goods or the negligent or wrongful act or omission of the Seller.

#### 14.0 Intellectual Property Rights and confidentiality

14.1. It is a condition of the Contract that the Goods will not infringe any patent, trademark, registered design, copyright or other right in the nature of industrial property of any third party, except to the extent that the Goods may incorporate designs furnished by the Buyer, and the Seller will indemnify against all actions, claims, demands, costs, damages, losses and expenses which the Buyer may suffer or incur as the result of or in connection with any breach of this Condition.

14.2. Without prejudice to Conditions, the Seller shall keep in strict confidence all instructions, documents or other material or any other information (whether or not relevant to the Contract) which have been disclosed to the Seller by the Buyer.

14.3. The provisions of these Terms and Conditions will apply during the continuance of this Contact and after its termination.

#### 15.0 Law and Disputes

15.1 We the Buyer reserve the right to amend and adjust this terms and condition policy and any accompanying policy's associated.