



## ACCO UK LIMITED

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[www.accobrand.com](http://www.accobrand.com)

### ACCO UK Ltd Terms and Conditions of Sale

#### 1 DEFINITIONS

In these Terms and Conditions:

- 1.1 "Buyer" is the person or company buying the Goods under these terms and conditions;
- 1.2 "Contract" means the contract between Seller and Buyer comprising the Order, these ACCO UK Ltd Terms and Conditions of Sale, the Order Confirmation, and any other documents expressly agreed in writing by the parties;
- 1.3 "Customer" means any person or company buying any of the Goods from the Buyer;
- 1.4 "Customised Goods" means any Goods produced specifically for the Buyer, including but not limited to bespoke or made-to-order Goods;
- 1.5 "Delivery" means delivery of the Goods by the Seller to the Buyer or the Customer pursuant to Clause 6;
- 1.6 "Export Goods" means Goods to be delivered to any country outside of Mainland UK;
- 1.7 "Force Majeure Event" shall include, without limitation war, pandemics, epidemics or other disease outbreak, fire, accident, breakdown of plant or machinery, industrial action, dispute (including strikes and lockouts), unavailability of and restrictions on supplies, non-delivery or delay in delivery of any materials or other circumstances (of whatsoever nature and not limited to the foregoing) which directly or indirectly interrupt or hinder the due performance of the contract;
- 1.8 "Goods" means products (including spare parts) and/or Services sold under a contract of sale between the Seller and the Buyer;
- 1.9 "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 1.10 "Mainland UK" means Scotland, England and Wales;
- 1.11 "Net Sales Value" means the amount charged for Goods to the Buyer from the Seller excluding all charges, VAT, delivery charges, custom fees, rebates and refunds;
- 1.12 "Order" means the Buyer's written order for Goods;
- 1.13 "Order Confirmation" means the Seller's written confirmation of an Order;
- 1.14 "Seller" means ACCO UK Limited; and
- 1.15 "Services" means any maintenance services which are provided under a contract of sale between the Seller and the Buyer.

#### 2 FORMATION OF CONTRACT

- 2.1 These Terms apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Buyer to purchase Goods in accordance with these terms and conditions and shall not incorporate any other terms and conditions beyond those set out in the Contract. The Seller may reject the Order at its absolute discretion and for any reason whatsoever and the Order shall only be deemed to be accepted on the earlier of Seller's authorised representative issuing an Order Confirmation, or Seller delivering the Goods, at which point the Contract shall come into existence.
- 2.3 Any descriptive matter produced by Seller and any descriptions or illustrations contained in any promotional materials are produced for the sole purpose of giving an approximate idea of the goods and services referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 In entering into the Contract Buyer acknowledges that it does not rely on, and waives any claim for breach of, any representations which are not so confirmed in writing by a director of Seller.
- 2.5 A minimum order value of £450 (four hundred and fifty pounds sterling) Net Sales Value is in operation for Mainland UK and Channel Islands. A minimum order value of £1000/ €1000 (one thousand pounds sterling or euros, as applicable) Net Sales Value is in operation for Northern Ireland, Republic of Ireland, and all other sales of Export Goods. Any order below this value will attract an administration fee of £25/€25 (twenty five pounds sterling or euros, as applicable).
- 2.6 No addition or variation of these conditions shall be binding on the Seller unless expressly agreed to in writing and signed by a authorised representative of the Seller on its behalf. No other agent or representative of the Seller has any authority to vary or omit these conditions.

#### 3 ORDER PRICES AND MINIMUM ORDER QUANTITY

- 3.1 Prices invoiced will be those ruling at the date of receipt of Order. Pricing on forward orders requesting delivery of up to 1 (one) month after date of Order receipt may be subject to amendment in line with any changes to Seller's list price.
- 3.2 Subject to Clause 3.1, all prices are subject to change without notice.
- 3.3 All prices are quoted exclusive of value added tax which will be charged at the rate in force at the time of despatch of the Goods.
- 3.4 All Orders for the Goods must be in multiples of minimum order quantities (MOQ's) as communicated by the Seller in writing to the Buyer from time to time. The MOQ's are subject to change at any time.

#### 4 TERMS OF PAYMENT

- 4.1 The Seller may, at its sole discretion, extend credit to the Buyer. The Seller may perform periodic credit reviews using credit reporting agencies, trade references, industry trade groups and banks. The Buyer shall promptly notify the Seller in the event of a material adverse change in the Buyer's credit worthiness. The Seller may acting reasonably change the terms of payment without notice or require a financial guarantee, and the Seller's obligation to provide Goods will be subject to such revised terms.
- 4.2 Seller will issue an invoice once an Order has been dispatched. Payment shall be made in full within 30 (thirty) days from date of invoice unless otherwise specified in writing. Time of payment for the goods is of the essence.
- 4.3 In the event of non-payment of any sum due to the Seller by the Buyer by the due date all sums owing to the Seller by the Buyer shall become immediately due and payable.
- 4.4 The Seller reserves the right to charge interest on unpaid invoices and any other sums due to the Seller and outstanding at a daily rate of 5% (five percent) per annum above the base rate of HSBC Bank PLC from time to time from the date when payment becomes due until the date when payment is made and interest will accrue after as well as before any

judgement. The Buyer will reimburse the Seller for all costs and expenses (including legal costs on an indemnity basis) incurred in the collection of any overdue amount.

- 4.5 Without prejudice to any other rights which the Seller may have in the event of non-payment of any sums outstanding on the due date, the Seller shall have the right to cease supplying Goods and Services ordered by the Buyer from the Seller whether under this contract or any other.
- 4.6 The Buyer shall promptly notify the Seller within 5 (five) days of receipt of goods in the event any portion of an invoice be disputed, and the Buyer shall pay any undisputed portion according to the Contract. Both the Buyer and Seller agree to work in good faith to resolve the disputed element of such invoice within 30 (thirty) days of notification by the Buyer to the Seller of the dispute.
- 4.7 The Buyer shall pay all amounts due to the Seller in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set off, abatement, discount, counter claim or otherwise against the Seller in order to justify withholding payment of any such amounts in whole or in part. The Seller shall have the right to set off against any amount that the Seller may be obliged to pay the Buyer any amounts due or to become due to the Seller from the Buyer and its divisions, subsidiaries and affiliated companies. The Seller may assign receivables without consent of the Buyer.

#### 5 DELIVERY CHARGES

- 5.1 The Incoterm applicable to each Contract shall be confirmed by the Seller in the Order Confirmation.
- 5.2 For deliveries within the United Kingdom and Republic of Ireland, deliveries will be made to the ground floor entrance of the building only.
- 5.3 Orders for delivery to Mainland UK are normally delivered between three and five working days from receipt of the relevant Order. A faster, chargeable service is available for delivery the day following receipt of an Order, PROVIDED THAT:
- (a) the relevant Order is placed before 12.30pm GMT;
- (b) the address for delivery is within Mainland UK;
- (c) the Order will be subject to additional charges; and
- (d) the Seller may in its absolute discretion refuse to accept any request for a next-day delivery.
- 5.4 Orders for delivery to Northern Ireland or the Republic of Ireland are normally delivered between seven and ten working days from receipt of the relevant Order.

#### 6 DELIVERY

- 6.1 Time and dates quoted for delivery are estimates only and the time for delivery of the Goods shall not be of the essence.
- 6.2 Where delivery is made by instalments, delay in delivering one or more instalments shall not entitle the Buyer to refuse to accept any remaining instalments.
- 6.3 The Buyer shall not refuse to accept delivery of any consignment or instalment on account of any shortage or defect in any other delivery.
- 6.4 Save where a Contract is on "Ex-Works" Incoterms, delivery takes place when the Goods are delivered to the ground floor entrance of the premises of the Buyer or Customer.
- 6.5 The Seller shall not be liable in any way for any losses, damages or expenses (whether direct, indirect or consequential) suffered by the Buyer due to any delay or failure in delivering the Goods.
- 6.6 Save where Clause 9.1 applies and without prejudice to any other rights which the Seller may have, where the Buyer does not accept delivery of the Goods a transport and delivery charge equal to the greater of 15% of the Net Sales Value of the Goods or £25/€25 (twenty five pounds sterling or euros, as applicable) shall be payable by the Buyer to the Seller. save in respect of Customised Goods where the full invoice price will be payable.
- 6.7 The Buyer must notify Seller in writing within 3 working days of Delivery, quoting the relevant delivery and invoice numbers, of any claims for shortage, for damage to Goods or for delivery of wrong products. In the absence of such notification the Buyer shall be deemed to have accepted the Goods and payment in full will become due in accordance with the terms of Clause 4.
- 6.8 The Buyer must notify the Seller in writing within 5 working days from receipt of invoice, quoting the relevant invoice number, of any claims for non-delivery. In the absence of such notification, the Seller shall be deemed to have delivered the Goods and payment in full shall become due in accordance with Clause 4. Claims for copy proof of delivery documents should be made within 14 days of receipt of invoice.
- 6.9 Goods damaged in transit must be reported to the Seller immediately by signing the delivery note "damaged on arrival". This must be returned to the Seller within 3 (three) working days of delivery. Any damaged Goods must be retained
- 6.10 (including wrappings, cartons, etc.) for inspection. In the event that the delivery note is signed but not marked "damaged on arrival" the Seller shall not be held responsible for damages in transit.

#### 7 RETURN OF GOODS

- 7.1 Goods cannot be accepted for return without the prior consent of the Seller which will be given at the Seller's discretion. Subject to Clause 9.1 Customised Goods shall not under any circumstances be accepted for return.
- 7.2 A handling charge of 15% of the NetSales Value of the returned Goods or a minimum of £25 (twenty five pounds sterling) will be made on all returns.
- 7.3 Any Goods returned in accordance with this clause must be in pristine condition and returned correctly packed in their original packaging.
- 7.4 Risk in any Goods to be returned remains with the Buyer until the Goods are delivered to the Seller or until the Seller collects such Goods.

#### 8 CANCELLATION AND TERMINATION

- 8.1 Orders may be cancelled or deferred on 2 (two) working days' notice prior to the delivery date in respect of those Goods. The Seller reserves the right to charge for costs incurred as a result of such cancellation.
- 8.2 Due to their bespoke nature, where Buyer cancels an Order for or including Customised Goods the full order value of the Customised Goods shall remain payable by the Buyer to the Seller.
- 8.3 Without prejudice to any obligation of the Buyer under Clause 12.5 should any of the events in Clause 12.5.1, 12.5.2 and 12.5.3 occur the Seller may without prejudice to any of its rights arising out of this Contract terminate the Contract forthwith.

#### 9 QUALITY OF GOODS

- 9.1 Subject to the provisions of Clauses 6.7, 6.8 and 6.9, if the Buyer proves to the Seller's reasonable satisfaction that the Goods are not in accordance with the Order or are defective by reason of faulty material or workmanship which is due to the act or omission of the

#### ACCO UK LIMITED

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Seller, the Seller, at its option, may either repair or replace the Goods or the defective part thereof, or issue a credit note. These provisions do not apply to any defect arising as a result of any misuse of the Goods by the Buyer or Customer, or as a result of normal wear and tear.

9.2 Save as expressly provided, all warranties and conditions relating to quality, fitness for purpose or compliance with description (whether implied by statute or otherwise) are hereby excluded to the extent permitted by law PROVIDED THAT nothing in these conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller and FURTHER PROVIDED THAT this clause shall not deprive a Buyer who is dealing as a consumer pursuant to section 12 of the Unfair Contract Terms Act 1977 of his or her statutory rights.

9.3 Subject to Clause 9.2 the Seller's liability to the Buyer shall not in any event exceed the invoice price of the Goods and the Seller shall not be liable for any indirect or consequential loss suffered.

### 10 FORCE MAJEURE

10.1 Without prejudice to any other condition hereof should the manufacture or supply or despatch of the whole or any part of the Goods be interrupted, prevented or hindered by a Force Majeure Event beyond the Seller's control, the Seller shall be entitled to postpone or suspend any delivery or deliveries until (in the Seller's reasonable judgement) such Force Majeure Event has ceased to operate. The Seller shall be under no liability whatsoever in respect of such postponement or suspension.

10.2 If delivery is delayed under this clause for more than three months, the Seller has the option of cancelling the contract and refunding any payment made by the Buyer.

### 11 PRODUCT CHANGES

11.1 The Seller may alter specifications and the product range and substitute items and change the price list at any time without prior notice.

11.2 Drawings, specifications, product finishes and colour shades in Seller's literature advertisements are approximate only and do not constitute a trade description.

### 12 RETENTION OF TITLE

12.1 Risk in the Goods shall pass to the Buyer on Delivery and the Buyer shall insure goods with a reputable insurance company against all risks for their full value from that time.

12.2 Notwithstanding the provisions of Clause 12.1, property and ownership in the Goods shall not pass from the Seller until:

(a) The Seller receives payment for the Goods in full cleared funds from the Buyer; and  
(b) no other sums are then outstanding from the Buyer to the Seller on any account whether or not such sums have become due for payment.

12.3 Until such time as the title has passed to the Buyer, the Buyer shall:

(a) be bailee of the Goods;  
(b) store the Goods separately from those of any other person and ensure they are readily identifiable as the property of the Seller. In the event that the Goods are stored on the premises of any third party (save where such third party has received the Goods by virtue of Clause 12.4), the Buyer shall ensure that the third party complies with the provisions of this sub-clause.

12.4 Notwithstanding the provisions of this clause, the Buyer may as principal in the ordinary course of its business sell the Goods for market value or use the Goods in the ordinary course of its business.

12.5 At any time prior to property in the Goods passing to the Buyer, in the event of:

(a) the Buyer's insolvency;  
(b) the Buyer's failure to pay any amount due to the Seller; or  
(c) any breach by the Buyer of these conditions;

the Buyer must immediately place any Goods in its possession or under its control at the Seller's disposal and the Seller's representatives shall have (without prejudice to any of the Seller's other rights and remedies) the right to enter the Buyer's premises to retake possession of such goods. In such event, the Buyer shall procure that the Seller has access to the premises of any third parties where Goods in which property has not yet passed to the Buyer are stored.

12.6 Should any event listed in Clause 12.5 occur, the Buyer's right to sell and to use the Goods shall immediately cease.

12.7 The Buyer shall not charge, mortgage, create a lien upon the Goods or permit the creation thereof or assign its rights in respect of the Goods.

12.8 Each clause and sub-clause of this clause is separate, severable and distinct.

### 13 EXPORT GOODS

13.1 Unit prices for Export Goods shall be on an ExWorks basis (EXW Incoterms 2020) unless otherwise expressly agreed in writing and shall include the cost of standard packaging used on the Export Goods. Should special packaging be requested or required, an additional cost will be charged.

13.2 The Seller is under no obligation to accept any Orders for Export Goods where the Net Sales Value is less than £250/ €250 (two hundred and fifty pounds sterling or euros, as applicable) for writing instruments and £1,000/ €1000 (one thousand pounds sterling or euros, as applicable) in respect of general office products. The Seller may in its discretion accept smaller orders but reserves the right to levy an additional handling charge in respect of each such order.

13.3 Payment terms in respect of Export Goods shall be agreed in writing prior to delivery.

13.4 Payments from Republic of Ireland may be made in Euro. All other payments for Export Goods must be made in pounds sterling unless otherwise agreed in writing by the Seller.

13.5 Save as expressly provided in Clause 9.1, all warranties and conditions relating to quantity, quality, merchantability unless for purpose or compliance with the description of the Export Goods (whether implied by statute or otherwise) are hereby excluded to the extent permitted by law.

13.6 Return of Export Goods may only take place with the prior agreement of and by arrangement with the Seller.

### 14 CONFIDENTIALITY

14.1 Each party agrees and undertakes that it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party all information of a confidential nature (including trade secret, information of commercial value, the terms of this Contract and any information in written or other documentary form supplied by one party to the other) which may become known to that party from the other party (Confidential Information) unless the Confidential Information is public knowledge or already known to that party at the time of disclosure or subsequently become public knowledge other than by breach of this Contract or subsequently comes lawfully into the possession of that party from a third party.

14.2 To the extent necessary to implement the provisions of this Contract each party may disclose the Confidential Information to those of its employees as may be necessary or desirable provided that before any such disclosure each party shall make those employees

aware of its obligations of confidentiality under this Contract and shall at all times procure compliance by those employees with them.

### 15 INTELLECTUAL PROPERTY RIGHTS

The parties agree that, except as expressly provided to the contrary, this Contract does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights owned or otherwise vested in Seller prior to the Contract being formed or which are licensed to and not owned by Seller.

### 16 WEEE DIRECTIVE

The Buyer shall comply at all times with the European Community Directive 2012/19/EU on waste electrical and electronic equipment (WEEE), including but not limited to, proper disposal of the Goods at the end of their life. Seller will provide on request a quotation for assistance with collection and disposal of the Goods under this clause.

### 17 SANCTIONS

17.1 The Buyer shall comply with all applicable sanctions issued by the United States, the European Union, any European Union Member State, the United Kingdom, or the United Nations (collectively, "Sanctions"). The Buyer shall not directly or indirectly sell or re-export the goods under the present Contract to persons or countries subject to Sanctions. Without limitation, this includes Belarus, Cuba, Iran, North Korea, the Russian Federation, Syria, and the Occupied Regions of Ukraine (Donbas and Crimea).

17.2 The Buyer shall undertake its best efforts to ensure that the purpose of this Section is not frustrated by any third parties further down the commercial chain, including by possible resellers.

17.3 The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Section.

17.4 Any violation of Sections 17.1, 17.2, or 17.3 shall constitute a material breach of an essential element of these Terms, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:

17.5 termination of any other agreement between the parties without further liability; and

17.6 without limiting any other indemnification rights in any other agreement, indemnification for any and all claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) arising from or in connection with any breach of this Agreement (an "AC Breach"), including but not limited to: (a) any penalty received by the Seller to the extent resulting from an AC Breach and (b) all expenses reasonably incurred by the Seller in (i) investigating a potential AC Breach (where it is subsequently determined that an AC Breach has indeed occurred); (ii) notifying relevant authorities in the event of an AC Breach; and (iii) defending the Seller's interests, and those of its group companies, in the event of an AC Breach.

The Buyer shall immediately inform the Seller about any problems in applying this Section, including any relevant activities by third parties that could frustrate the purpose of this Section. The Buyer shall make available to the Seller information concerning compliance with the obligations under this Section within two weeks of the simple request of such information.

### 18 MISCELLANEOUS

18.1 The contract shall be governed by and construed in accordance with English law and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

18.2 The Seller may at any time enter into sub-contracts for the manufacture or supply of the whole or any part of the Goods.

18.3 No failure or delay by the Seller to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.4 Any notice sent by a party will be deemed to have been served provided it is sent by pre-paid post to the 'receiving party's last known business address. Notices sent by post shall be deemed to be served 2 working days after the date of posting.

18.5 Any provision hereof which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions hereof.

18.6 The Seller will process the personal data of the Buyer employees or representatives as described in its [Privacy Notice](#). The Seller is also registered under the Data Protection Act 2018. The Seller reserves the right to consult whomsoever it considers appropriate for the purpose of Trade References and will record information in respect of such opinions which will be made available to other businesses for the continuing assessment of credit risk. The information will only be stored for the purpose of assessing credit worthiness.

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