

## ExaClair Ltd. Terms and Conditions of Business effective 1st April 2019

All quotations are made and orders accepted subject to these conditions and no additions or alterations shall apply unless specifically agreed in writing by the Company. No other terms and conditions shall apply not withstanding any provision to the contrary which may appear on any document issued by the Buyer. No binding Contract shall be created until the Company has indicated its acceptance of an order in writing or by making delivery or part delivery of the Goods

### CARRIAGE CHARGES

For England, Scotland and Wales, the minimum order value, carriage paid from, Exacompta (EX01) Clairefontaine (CR01) and Lalo, Herbin & Brause (LA01) warehouses is £200 nett. Orders below £200 nett will not be accepted.

For Northern Ireland, the minimum order value, carriage paid is £250 nett. Orders below £250 nett will not be accepted.

For Ireland, the minimum order value, carriage paid is €250 nett. Orders below €250 nett will not be accepted.

For the Channel Islands and the Isle of Man, the minimum order value is £500 nett. Orders below £500 nett will not be accepted.

### BACK ORDERS

Unless by prior agreement, any out of stock items are not retained as back orders.

### DIRECT DELIVERY

Where requested by our customer to deliver direct to the consumer, prices will be quoted on application.

### PRICING POLICY

Prices are calculated and quoted in £ sterling. The prices for the Goods shall be those ruling at the date of dispatch and the Company reserves the right to amend its quoted prices at any time prior to the date of dispatch. Quoted prices include the cost of normal packaging and delivery to the ground floor entrance to the Buyers premises within the United Kingdom mainland, but exclude VAT, artwork and proofing charges (where applicable).

### EUROS

Euro prices are calculated from the £ sterling cost at the prevailing rate of exchange.

### TERMS OF PAYMENT

When credit terms are allowed, unless otherwise agreed between the Company and the Buyer in writing, terms of payment are strictly nett and payable by the last day of the month following that in which the invoice is dated. Overdue accounts are payable on demand. No receipt will be issued against a payment by cheque unless specifically requested. The Company, at its discretion, reserves the right to charge interest on accounts exceeding the terms of Payment as specified in these conditions. The rate of interest shall be 2% above base rate per month from the due date until payment is received.

### VALUE ADDED TAX

Where applicable Value Added Tax (VAT) will be charged at the published rate at the date of dispatch.

### RETENTION OF TITLE

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the conditions, the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Buyer for which payment is then due, together with interest or any other sum payable in respect of the Goods under this contract, (all monies policy).

### CLAIMS AND DAMAGE

Claims arising from damage, delay or partial loss of Goods in transit must be made in writing to the Company and the carrier within 3 working days of delivery. Damaged Goods and their wrapping must be retained for inspection pending the Company's disposal instructions. Carrier delivery sheets should be signed "DAMAGED". All other claims must be made to the Company within 7 working days from the date of delivery.

### RETURNS

Goods manufactured to customers' specification or imported to fulfil an order are not eligible for return. Stock Goods are not supplied on a sale or return basis.

In exceptional circumstances ExaClair Catalogue listed lines maybe returned but must have prior authorisation from an ExaClair Ltd representative. Stock Goods returned for credit must be current and in resaleable condition. Returned Goods will be subject to an administration charge of 15% (minimum charge £15.00).

### DISPLAY STANDS

Refer to the Display Stands Agreement. A copy may be obtained by writing to the address below.

By continuing to purchase items from this catalogue and other catalogues from the Exacompta Clairefontaine Group via ExaClair Ltd you are deemed to have accepted our Terms and Conditions of trade, the main points of which are summarised on this page. We may amend our Terms and Conditions from time to time, any key amendments will be listed in our next issued price list. For a full copy of our latest Terms and Conditions, please contact us and we will be happy to forward them on to you.

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