

# Ergo Expert Ltd Terms & Conditions of Sale

## General

We put forward all quotations (valid for 30 days from the date of issue) and accept all orders subject only to the terms and conditions which follow, and to the exclusion of all other guarantees, conditions or warranties (including any as to Quality and fitness for a particular purpose), whether express or implied by statute or common law or otherwise. If a customer order contains conditions, such conditions are superseded by those of Ergo Expert Ltd.

No additions to or variations from our terms and conditions shall have effect unless we accept such variation in writing, and approved by a Company Officer.

We reserve the right to modify designs and specifications without notice.

## Prices

We will endeavour to maintain prices quoted, but prices can change, and we reserve the right to increase prices to take into consideration increases in costs incurred between acceptance of and delivery of an order.

All prices quoted are in pounds sterling (£) and are subject to Value Added Tax at the prevailing rate.

## Terms of Payment

Payment shall be made to us at the time and in the manner stated in our quotation or if no such time and manner are stated, then within 30 days of the date of our invoice. In all cases the prices we quote are strictly net.

In the event of non-payment within these terms we reserve the right to charge 2.5% per calendar month on all outstanding accounts. The buyer shall not be entitled to withhold payment either wholly or in part when it becomes due on any grounds whatsoever, except where expressly agreed in writing.

## Delivery

It is our ambition to make sure you are completely happy with your purchase, however, it is your responsibility to carefully check that all items have been delivered in the correct quantity and to the required specification.

***Any errors, omissions or damage to items must be notified to us within 24 hours of receipt of your delivery, by telephone or email. Given that most items will be personally delivered and set up, this should never be a problem, but you MUST notify us if there is a problem.***

This enables us to raise any queries with our couriers and with the person who delivered and installed, if appropriate.

Please note that any errors or omissions notified to us after this period will not be considered.

**Please keep all original packaging until after you have decided to keep the goods.**

If any item that you have ordered does not fully meet your needs then we must be notified, by telephone or email, within 7 days of your receipt of delivery. The costs of returning goods to us is to be at your own expense and we strongly recommend that you use an insured courier service for this and obtain a receipt of despatch as we will not be responsible for returned items which fail to arrive with us or which are damaged in transit.

**We do not refund outward carriage, or installation/training and onsite training costs, which will be itemised in your invoice for the goods.**

If ordered incorrectly then a 20% restocking charge may apply.

## **Ownership of Goods**

The title and property in goods supplied by Ergo Expert Ltd does not pass until full payment has been received by us, however the risk in respect of such goods passes to the purchaser at the moment of delivery. Until title in goods passes the purchaser shall hold the property of Ergo Expert Ltd in trust. If payment becomes overdue or the customer becomes insolvent, commences winding up procedures, commits an act of bankruptcy or has a Receiver or Administrator appointed, Ergo Expert Ltd may immediately reclaim the goods, if necessary by entering premises owned or occupied by the purchaser or the customer of the purchaser.

## **Insurance of Goods**

After delivery, goods accepted by the customer shall be their responsibility with regard to insurance.

## **Cancellation**

Orders cannot be cancelled, except with our written consent and on terms that will indemnify Ergo Expert Ltd against any loss.

## **Governing Law**

All our quotations shall be put forward and made in England, and shall in all respects be construed and operate under English Law.

## **Guarantee**

All chairs are supplied with a five-year guarantee against fault in manufacture, including structural parts, when used in normal office conditions. 24-hour usage chairs carry a two-year guarantee, unless the manufacturer states otherwise. The guarantee is conditional in that it covers normal use and that misuse has not taken place and that the final decision rests with Ergo Expert Ltd, their furniture and fabric suppliers. The guarantee is conditional on the chair being returned to Ergo Expert Ltd for assessment.

All accessories come with a 1 year manufacturer's guarantee.