

# Terms & Conditions

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## CONDITIONS OF SUPPLY

The supply of goods by Monkeyoffice.co.uk ("the seller") shall be subject to and conditional upon acceptance of the following terms and conditions which shall apply notwithstanding any purported waiver, expressed or implied, by or on behalf of the seller. Where there is any conflict between these conditions and any proposed by the buyer of the goods ("the buyer") these terms and conditions shall apply. Any condition which the buyer wishes to apply on any supply of goods must be specifically agreed in writing by the seller.

### 1. PASSING OF PROPERTY

The risk in the goods supplied shall pass to the buyer on delivery into the buyer's possession or to the carrier or place of delivery nominated by the buyer and the seller shall be under no liability whatsoever for any loss or damage occurring thereafter.

### 2. DAMAGE OR LOSS OF GOODS IN TRANSIT

Responsibility for damage to or loss of goods in transit prior to the passing of the risk in the goods will only be accepted by the seller if the buyer notifies the seller within two working days of delivery in the case of damage or within two working days from the date of receipt of invoice in the case of loss or non-delivery. Claims for shortages or damage will not be accepted after a clear receipt has been given to the seller or the seller's agent. If goods cannot be examined on delivery, delivery sheets or documents presented to the buyer should be signed "Unexamined" and any damage or shortage discovered after examination of the goods notified in writing to the seller within two working days after delivery.

### 3. TITLE

Notwithstanding condition 1, the title of goods supplied and the equitable ownership shall remain with the seller until full payment has been received by the seller for all monies due in respect of the goods supplied.

### 4. PRICES

All prices quoted by the seller are subject to alteration without notice unless otherwise expressly agreed in writing by the seller or stated expressly in the form of tender issued by the buyer.

### 5. VALUE ADDED TAX

All prices quoted by the seller are exclusive of VAT which shall be charged on invoices at the rate in force. The tax status of the buyer shall be a matter between the buyer and the appropriate tax authority.

### 6. SPECIFICATION

Where products are manufactured or adapted to the buyer's own specification the seller accepts no responsibility as regards the fitness for purpose of the products so supplied, and those goods are not returnable for credit without the specific prior written agreement of the seller.

### 7. ALTERNATIVE PRODUCTS

The seller reserves the right, should circumstance dictate, to supply a product of a specification that differs from that detailed in the catalogue. In such cases every effort would be made to supply a product of at least the same quality.

### 8. DELIVERY

The seller accepts no liability for any loss, damages or expenses arising from the late delivery of goods by the seller, its agents or its agents' carriers due to any cause whatsoever. Any delivery time or date for despatch or delivery date which the seller may specify is accordingly an estimate only and thus should not be relied upon. The seller will however, seek to achieve delivery dates specified as far as it is within its power to do so. Please note that with furniture and other large items the price quoted is for delivery to ground floor. Should you have a particular delivery requirement please enquire before placing your order. An additional charge may be levied for deliveries within a specified timeframe, e.g. 9am - 1pm.

### 9. PAYMENT

Payment, unless otherwise specifically agreed in writing between the seller and the buyer, where the goods are supplied on credit, is due thirty days from the date of the seller's invoice. Failure on the part of the buyer to pay the seller's invoices in the time stated may result in the seller taking appropriate action to recover the debt, or suspension of the buyer's authority to purchase goods or services from the seller, or a claim from the seller being pursued to recover such interest on the outstanding debt as may be appropriate, or any or all of the aforementioned courses of action as the seller feels appropriate.

### 10. GENERAL

In general any dealings which the seller may enter into, including any contracts for the supply of goods which may subsequently be entered into, with other parties including buyers shall be contracted by the conditions 1 to 9 above mentioned. In addition the seller will ensure that no condition which the buyer may seek to impose on any subsequent contract between buyer and seller conflicts with any of the previous conditions under which the seller operates. Should such conflicts be discovered subsequent to the commencement of a contract then the seller reserves the right to terminate without further notice any such agreement, in which case the seller will have no liability in respect of any losses or damage or expenses arising there from.