

Terms and Conditions for Sale of Goods

INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

Recorra Ltd a limited company registered in England and Wales, trading as "Recorra", with registered office address at 52 Lant Street, London, SE1 1RB, and Recorra

with the company number 03961507, and all subsidiary companies. these terms and conditions as amended from time to time in accordance with clause 14.8. Conditions

the contract between Recorra and the Customer for the supply of Goods in accordance with these Conditions. Contract the person or firm who purchases the Goods from Recorra

Delivery Location has the meaning given in clause 4.2. Force Majeure Event has the meaning given to it in clause 13

the goods (or any part of them) including but not limited to office supplies and furniture set out in the Order. Goods

Order the Customer's order for the supply of Goods, as set out in the Customer's purchase order form, or the Customer's written acceptance of Recorra's quotation, as

any specification for the Goods, including any related plans and drawings, as set out in the purchase order form or as may be agreed between the parties in writing. Specification

Tax means VAT and any other landfill tax, other waste disposal specific taxes and all other applicable taxes from time to time imposed.

any relevant instruction related to the supply of the Goods. If the Customer fails to take delivery of the Goods within three Business Days

of Recorra notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Recorra's failure

to comply with its obligations under the Contract in respect of the Goods:

4.6

VAT means value added tax chargeable from time to time.

Websites means http://www.recorra.co.uk/.

we	DSITES	means <u>http://www.recorra.co.uk/.</u>		
Wa	rranty Period	has the meaning given in clause 5.1.		
1.2		cludes a natural person, corporate or unincorporated body (whether	4.6.1	delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Recorra notified the Customer
1.3		g separate legal personality). to a party includes its personal representatives, successors and	4.6.2	that the Goods were ready; and Recorra shall store the Goods until delivery takes place, and charge the
1.4	permitted as	ssigns.	4.7	Customer for all related costs and expenses (including insurance).
	re-enacted. subordinate	to a statute or statutory provision is a reference to it as amended or A reference to a statute or statutory provision includes all legislation made under that statute or statutory provision.	4.7	If ten Business Days after the day on which Recorra notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Recorra may resell or otherwise dispose of part or all of the Goods and charge
1.5	or any simila	following the terms including, include, in particular, for example ar expression shall be construed as illustrative and shall not limit the le words, description, definition, phrase or term preceding those		the Customer for any shortfall below the price of the Goods, and for any additional storage and transportation costs incurred by Recorra as a result of the Customer's failure to take delivery of the Goods.
1.6	terms. A reference	to writing or written includes email.	4.8	Recorra may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any
2		CONTRACT		other instalment.
2.1		constitutes an offer by the Customer to purchase Goods in		
0.0		with these Conditions.	5	QUALITY OF GOODS
2.2	acceptance	shall only be deemed to be accepted when Recorra issues written of the Order at which point and on which date the Contract shall	5.1	Recorra warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:
2.3	come into e Any sample	xistence. s, drawings, descriptive matter or advertising issued by Recorra and	5.1.1	conform in all material respects with their description and any applicable Specification; and
	any descrip	tions of the Goods contained in Recorra's Websites are issued or	5.1.2	be free from material defects in design, material and workmanship.
		or the sole purpose of giving an approximate idea of the Goods n them. They shall not form part of the Contract nor have any	5.2	Subject to clause 5.3, Recorra shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
	contractual		5.2.1	the Customer gives notice in writing during the Warranty Period within three
2.4	These Cond	ditions apply to the Contract to the exclusion of any other terms that	0.2	Business Days of discovery that some or all of the Goods do not comply with
		er seeks to impose or incorporate, or which are implied by law, trade		the warranty set out in clause 5.1;
2.5		ctice or course of dealing. on given by Recorra shall not constitute an offer, and is only valid for	5.2.2 5.2.3	Recorra is given a reasonable opportunity of examining such Goods; and the Customer (if asked to do so by Recorra) returns such Goods to Recorra's
2.5		20 Business Days from its date of issue.	5.2.5	place of business at the Customer's cost.
3	GOODS	•	5.3	Recorra shall not be liable for the Goods' failure to comply with the warranty in
3.1		are described on the Websites or in the Specification (as the case		clause 5.1 if:
2.0	may be).	coming the wight to amound the Consideration if required by any	5.3.1	the Customer makes any further use of such Goods after giving a notice in
3.2		serves the right to amend the Specification if required by any statutory or regulatory requirement, and Recorra shall notify the	5.3.2	accordance with clause 5.2; the defect arises because the Customer failed to follow Recorra's oral or written
		n any such event.	0.0.2	instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
4		OF GOODS	5.3.3	the Customer alters or repairs such Goods without the written consent of
4.1		all ensure that:		Recorra;
4.1.1	the date of	ry of the Goods is accompanied by a delivery note which shows the Order, all relevant Customer and Recorra reference numbers,	5.3.4	the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
	where appli	d quantity of the Goods (including the code number of the Goods, cable), special storage instructions (if any) and, if the Order is red by instalments, the outstanding balance of Goods remaining to	5.3.5	the Goods differ from their description or Specification (as the case may be) as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
	be delivered		5.3.6	the defect arises as a result of Recorra following any drawing, design or
4.2		all deliver the Goods to the location set out in the Order or such other		Specification supplied by the Customer.
		the parties may agree, or the Customer shall collect the Goods from	5.4	Except as provided in this clause 5, Recorra shall have no liability to the
		set out in the Order (each a Delivery Location) at any time after ifies the Customer that the Goods are ready.		Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
4.3		the Goods shall be completed on the completion of unloading of the	5.5	The terms of these Conditions shall apply to any repaired or replacement Goods
		e Delivery Location.		supplied by Recorra.
4.4		juoted for delivery of the Goods are approximate only, and the time	6	TITLE AND RISK
		is not of the essence. Recorra shall not be liable for any delay in he Goods that is caused by a Force Majeure Event or the Customer's	6 .1	The risk in the Goods shall pass to the Customer on completion of delivery.
		rovide Recorra with adequate delivery instructions or any other	6.2	Title to the Goods shall not pass to the Customer until the earlier of:
		that are relevant to the supply of the Goods.	6.2.1	Recorra receives payment in full (in cash or cleared funds) for the Goods and
4.5		ails to deliver the Goods, its liability shall be limited to the costs and		any other goods that Recorra has supplied to the Customer in respect of which
		ncurred by the Customer in obtaining replacement goods of similar		payment has become due, in which case title to the Goods shall pass at the
		and quality in the cheapest market available, less the price of the	622	time of payment of all such sums; and
		corra shall have no liability for any failure to deliver the Goods to the such failure is caused by a Force Majeure Event or the Customer's	6.2.2	the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
		ovide Recorra with adequate delivery instructions for the Goods or	6.3	Until title to the Goods has passed to the Customer, the Customer shall:
		t instruction related to the supply of the Goods.	6.3.1	store the Goods separately from all other goods held by the Customer so that
4.0	If the Owner	and the fact of the state of the Constant of the December 1997		the commence of the control of the C

6.3.2

to the Goods;

store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Recorra's property;

not remove, deface or obscure any identifying mark or packaging on or relating

rest to the returned on Records and Production and			4.0	
outly focused minimidately if it becomes explant to any of the evines lead in a contract of the contract of th	6.3.3	maintain the Goods in satisfactory condition and keep them insured against all	10	LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS
outly focused minimidately if it becomes explant to any of the evines lead in a contract of the contract of th		risks for their full price on Recorra's behalf from the date of delivery;		PARTICULARLY DRAWN TO THIS CLAUSE.
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from time to time. Cocked on the laterage but to control seed by the cocked on the company of the control of the company of the cocked on the				
For inter to time. 10.2 The elementary can leading to meet the Court in the C	6.3.5	give Recorra such information relating to the Goods as Recorra may require		arrangements for the insurance of any excess loss.
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december of the control and road Records a Special segment immediately before the base of the Goods passes to the Customer the Customer the Customer and Customer the Customer than the		the Goods, However, if the Customer resells the Goods before that time:	10.3	Neither party may benefit from the limitations and exclusions set out in this
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the first at which read by the Customer account. All the customer is delivered and the customer is a designation of the customer and have all the customers of the customer is delivered and the customers of the	6.4.2	title to the Goods shall pass from Recorra to the Customer immediately before	10.4	Nothing in the Contract limits any liability which cannot legally be limited,
## 10.4.1 **Set of the total Country of the Countr				including liability for:
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to Customers angle to make Customers and the Common register with a Customer and a simple control of the Customer and a si		limiting any other right or remedy Recorra may have:	10 4 3	breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
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CUSTOMER'S OBJECATIONS 7.1 7.2 7.3 7.5 7.6 7.6 7.6 7.7 7.7 7.6 7.7 7.7 7.6 7.7 7.		or of any third party where the Goods are stored in order to recover them.		opportunity to inspect the alleged damage and at its option to make good any
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demages and losses (including but not limited to any direct, indirect or concepturable losses, loss of profit, loss of ingention and all infends possible professional costs and despenses) suffered or incurred by Recoras arising out of or normodorn with any beach of the agreement by the Customs and the professional costs and despenses) suffered or incurred by Recoras arising out of or normodorn with any beach of the agreement by the Customs and the professional costs and charges for placed and the professional costs and charges for placed, and the case of profits of closes of profits of closes of profits of profits of the Costs and the profits of the Costs and charges for placed, and the costs of the Costs and charges for the Costs and c	7.2			
consequential loases, loss of polity, loss of reputation and all interest, penalties and logical costs (colorated on a full informative place) and of the resource of the coloration of the colo	, . <u>~</u>		10.7.0	
and logic loss (exisuated on a full indemnity basis) and all other reasonable processoral costs and expense) suffred on incurred by feachers are recorded to or in connection with any trutch of this agreement by the Collection. 8.1 AFAGES AND PAYMENT 8.1.1 In the price set out in the Order or, if no price is qualed, the price set out in the Order or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Order or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed, the price set out in the Corder or, if no price is qualed in the price of the Corder or in the Corder or interest or in the Corder or in the Corder or in the C			10.7.2	
professional codes and expenses justified of incurred by Recorns arising out of in onemotic with surplement by the Cultified of the Code in the Code i		consequential losses, loss of profit, loss of reputation and all interest, penalties		into a category, or is specified, in clause 10.7.4, then it is not excluded.
professional codes and expenses justified of incurred by Recorns arising out of in onemotic with surplement by the Cultified of the Code in the Code i		and legal costs (calculated on a full indemnity basis) and all other reasonable	10.7.3	The following types of loss are wholly excluded:
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12	CONSEQUENCES OF TERMINATION
12.1	On termination of the Contract:
12.1.1	the Customer shall immediately pay to Recorra all of Recorra's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Recorra shall submit an invoice, which shall be payable by the Customer immediately on receipt:
12.1.2	the Customer shall return all of the Goods which have not been fully paid for. If the Customer fails to do so, then Recorra may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
12.2	Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
12.3	Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
13	FORCE MAJEURE
13.1	Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or
	failure result from events, circumstances or causes beyond its reasonable control including but not limited to:
13.1.1	acts of God, flood, drought, earthquake or other natural disaster;
13.1.2	epidemic or pandemic;
13.1.3	terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
13.1.4	nuclear, chemical or biological contamination or sonic boom;
13.1.5	any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
13.1.6	collapse of buildings, fire, explosion or accident;
13.1.7	any labour or trade dispute, strikes, industrial action or lockouts;
13.1.8	non-performance by suppliers or subcontractors; or
13.1.9	interruption or failure of utility service, (each a Force Majeure Event).
13.2	In such circumstances as described in clause 13.1 the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.
14	GENERAL
14.1	Assignment and other dealings
14.1.1	Recorra may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
14.1.2	The Customer shall not assign, transfer, mortgage, charge, subcontract,

The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Recorra.

Any notice or other communication given to a party under or in connection with

the Contract shall be in writing and shall be:
delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

sent by email to the addresses provided by each party to the other from time to time.

Any notice or communication shall be deemed to have been received

if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or if sent by pre-paid first-class post or other next working day delivery

service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.2.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This clause does not apply to the service of any proceedings or other documents

14.2.3 in any legal action or, where applicable, any arbitration or other method of 14.3

Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 14.3 shall not affect the validity and enforceability of the rest of the Contract.

Waiver. A waiver of any right or remedy under the Contract or by law is only

effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further

No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

14.6 14.6.1

14.2.1

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Entire agreement.
The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into the Contract it does not rely on, 14.6.2 and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract

14.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

14.7 Third party rights. 14.7.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of

The rights of the parties to rescind or vary the Contract are not subject to the 14.7.2 consent of any other person.

14.8 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject 14.9 matter or formation shall be governed by and construed in accordance with the

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the 14.10 Contract or its subject matter or formation.