WILDHEARTS OFFICE - CONDITIONS OF SUPPLY OF GOODS

1. **FORMATION OF CONTRACT**

1.1 These Conditions (the "**Conditions**") set out the terms on which WildHearts Office Limited (or such subsidiary or associated company as may provide the relevant goods and is indicated in an order) (the "**Seller**") will supply goods to you (the "**Buyer**") for your exclusive use. Goods supplied under these Conditions may not be re-sold. These Conditions may be amended from time to time; the current version is available to view on our website https://www.wildheartsgroup.com/who-ts-and-cs/. All quotations, offers and tenders are made and all orders are accepted subject to these Conditions. Except as otherwise provided in these Conditions, all other terms, conditions or warranties (including without limitation any terms, conditions or warranties which are referred to on any order submitted by the Buyer) are excluded from any contract between the Seller and the Buyer unless expressly accepted in writing by the Seller.

1.2 If there is a conflict between these Conditions and any terms of the Seller's quotation, offer, tender or acknowledgement of order, such terms shall prevail.

1.3 When agreed with and authorised by a representative of the Buyer, each order, or as the case may be, each agreement relating to customer shelf stock and these Conditions, shall represent a contract binding on the parties (the "**Contract**").

1.4 If any statement or representation has been made to the Buyer by the Seller or its officers, employees or agents (other than in the document(s) enclosed with the Seller's quotation or acknowledgement of order), upon which the Buyer wishes to rely it shall only be entitled to do so if the statement or representation is attached to or endorsed on the Buyer's order and then only if the Seller subsequently confirms in writing to the Buyer that the Buyer is entitled to rely on the statement or representation.

1.5 Any variation to these Conditions or any contract between the Seller and the Buyer to which these Conditions apply shall have no effect unless separately agreed in writing and signed by an authorised representative of the Seller and the Buyer.

1.6 Prices are quoted by the Seller on the basis of the limitations of liability set out in these Conditions. The Buyer shall be entitled to request the Seller to agree a higher limit of liability and the Seller may then quote a revised price taking account of any increased insurance premium to be borne by the Seller.

2. **PRICES AND PAYMENT**

2.1 Unless otherwise agreed in writing and subject to Condition 2.2 below, all prices are quoted inclusive of delivery (by the Seller's usual means of carriage) except that if the Seller agrees to deliver the goods otherwise than at the Buyer premises, the Buyer shall pay all packaging, transportation and insurance costs and other charges incurred by the Seller in making or arranging such delivery. All prices are quoted exclusive of VAT and are payable in pounds sterling. Unless agreed otherwise in writing and subject to Condition 2.3 below, the price payable shall be the price at the time of placing the order.

2.2 In the event that the value of an order is below £50.00, then the Buyer shall pay a delivery charge of £5.00 in addition to the price agreed for the goods.

2.3 Quoted prices are subject to fluctuation. The Seller reserves the right to make an additional charge to reflect any increase in the cost to the Seller arising after acceptance of an order which is due to any factor beyond the reasonable control of the Seller, any changes in delivery dates, quantities, or specifications, requested by the Buyer, or any delay caused by the instructions of the Buyer.

2.4 If spend on any goods is less than forecast or assumed, the Seller reserves the right to amend the price of such goods.

2.5 Unless otherwise agreed by the Seller in writing, payment shall be due and payable within 30 days of date of invoice in pounds sterling and shall be made without any set-off, counterclaim or deduction whatsoever.

2.6 The Seller shall be entitled to submit its invoice in accordance with the invoicing requirements which is selected in the application form overleaf except that where invoices are to be submitted on delivery and where delivery has been postponed at the request of, or by the default of, the Buyer, the Seller may submit its invoice at any time after the goods are ready for delivery or would have been ready in the ordinary course but for the Buyer's request or default.

2.7 Where goods are delivered by instalments the Seller may invoice each instalment separately and the Buyer shall pay such invoices in accordance with these Conditions.

2.8 No disputes arising under the Contract nor delays (other than delays acknowledged by the Seller in writing), shall interfere with prompt payment in full by the Buyer.

2.9 Should the Seller agree to hold paid shelf stock on behalf of the Buyer, then any additional costs will be notified. Should the shelf stock exceed 3 month's average or actual demand, then stock will be delivered to a single location or destroyed at the cost of the Buyer.

2.10 If the Buyer shall fail to pay the invoice price by the due date, the Seller shall be entitled, without prejudice to any other right or remedy, to do all or any of the following:-

- 2.10.1 to suspend any or all further deliveries under the Contract and under any other contract or contracts between the Seller and the Buyer then current, without notice;
- 2.10.2 to charge interest on any amount outstanding at the rate of 8% per annum above the base rate of the National Westminster Bank from the date on which payment was due until the actual date of payment such interest being charged as a separate, continuing obligation not merging with any judgment together with any statutory debt recovery costs;
- 2.10.3 to amend payment terms;
- 2.10.4 where trade discounts are granted by the Seller, to charge back such discounts to the Buyer;
- 2.10.5 to charge the Buyer for all costs and expenses including without limitation legal and other debt collection expenses incurred by the Seller in recovering and attempting to recover all or any amount due to the Seller by the Buyer;
- 2.10.6 to serve notice on the Buyer requiring immediate payment for all goods supplied by the Seller under this and all other contracts with the Buyer whether or not payment is otherwise due;
- 2.10.7 to sue for the price of the goods even though title to such goods may not have passed to the Buyer.

2.11 The Seller shall determine the appropriate credit limit to be applied to the Buyer's account, which may be varied by the Seller at any time.

3. **DELIVERY**

3.1 Delivery of the goods shall occur when the goods arrive at the Buyer's premises (as specified and agreed between the parties in an order) or if agreed by the Seller in writing, at such place as is specified by the Buyer.

3.2 The Buyer shall have no right to damages or to cancel the Contract for failure for any cause to meet any delivery time stated nor shall the Buyer be entitled to make, or to purport to make, time for delivery of the essence of the Contract.

3.3 Any date which is given or agreed for delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Buyer.

3.4 Failure by the Buyer to take delivery of any one or more instalments of goods delivered in accordance with the Contract shall entitle the Seller to treat the Contract as repudiated by the Buyer either in whole or in part.

3.5 The Seller will endeavour to comply with reasonable requests by the Buyer for postponement of delivery of the goods but shall be under no obligation to do so. Where delivery is postponed, otherwise than due to default by the Seller then, without prejudice to all other rights and remedies available to the Seller, the Buyer shall pay all costs and expenses, including a reasonable charge for storage insurance and transportation so occasioned.

3.6 Where delivery has been attempted for furniture items, if that fails the items shall be deemed not required and a 35% restock fee will be payable. Delivery of furniture items shall be to ground floor, palletised items to kerbside outside address; any other requirements will be an additional charge to the standard delivery charge.

4. **RISK AND TITLE**

4.1 Subject to Condition 3.5 above, risk shall pass to the Buyer (so that the Buyer is then responsible for all loss or deterioration of the goods or for any damage occurring) at the time when the goods arrive at the place for delivery.

4.2 Title to the goods shall only pass to the Buyer if the Buyer has paid to the Seller all sums (including any default interest) due from it to the Seller under this Contract and under all other contracts between the Seller and the Buyer (including any sums due under contracts made after this contract) whether or not the same are immediately payable.

4.3 The Seller may recover goods in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licences the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that Condition 4.4 below is being complied with by the Buyer or of recovering any goods in respect of which title has not passed to the Buyer.

4.4 Until title to the goods has passed to the Buyer under these Conditions it shall possess the goods as fiduciary agent and bailee of the Seller. If the Seller so requires, the Buyer shall store the goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Seller.

5. **RETURNS & CANCELLATION**

5.1 Subject to Conditions 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8 and 5.9 below, upon cancellation of an order, the Seller may issue a credit note to the full value of the items which are cancelled. A credit note which is issued pursuant to this Clause 5.1 shall be valid for three months from the date of issue.

5.2 The Seller cannot issue credit notes for goods which have been used, are perishable including without limitation foods items, special order, bespoke items, postage stamps, printed items, furniture (see clause 5.8), facilities supplies (see clause 5.9), goods being delivered direct from a third party supplier, marked as non-returnable, electrical goods removed from packaging or goods which have had their packaging (inner and/or outer) damaged preventing re-sale.

5.3 Orders for standard catalogue items may only be cancelled prior to despatch of the goods. Orders for items in clause 5.2, if cancelled, will be chargeable in full, together with any handling charges and/or collection costs.

5.4 Where orders or part orders are cancelled by the Buyer, and the Seller has incurred costs in respect of this order in advance of the date on which the notification of cancellation is received by the Seller, these costs will be met by the Buyer. In such an event, the Seller shall inform the Buyer of the cost immediately and will invoice the Buyer for the amount incurred.

5.5 Credit notes for faulty or damaged goods shall be subject to the terms of clause 8.

5.6 Subject to Condition 5.2, should the Buyer wish to return goods, within 30 working days of delivery, which are no longer required, but not faulty or damaged are in original inner and outer packaging and a re-sellable condition, a 20% restock fee will apply.

5.7 Returns of incorrect goods or goods not ordered must be notified within 2 working days of delivery.

5.8 Furniture items and associated furniture products are non returnable. Damaged packaging on arrival must be signed for as damaged. No other claims for damaged furniture items will be accepted. Defective items should be notified within 3 working days of discovery. Short delivery should be notified within 1 working day of delivery. Incorrect product delivery should be notified within 3 working days of delivery. No longer required furniture items must be notified within 15 days of delivery; a restocking charge of 35% will apply. Failed collection of furniture items will be chargeable.

5.9 Facilities supplies are non returnable unless: if received damaged and signed for as damaged and notified within 3 working days of delivery; no other claims for damaged facilities supplies will be accepted. Defective items should be notified as soon as possible; if found not to be defective a charge will apply. No longer required items must be notified within 14 working days of delivery, and the supplier will determine whether to accept and the charge for handling/collection.

6. **VARIATIONS**

6.1 No variations to the goods required by the Buyer shall be binding on the Seller unless agreed by the Seller and the Buyer in writing, including, as part of such agreement, any change to the Contract price or reimbursement of the Seller's costs (in relation to bespoke goods) arising in consequence of the variation to the goods. Any reduction in order quantity or goods returned pursuant to this Condition will be subject to a handling charge of 20% of the invoiced value of the goods or £5.00, whichever is greater, together with delivery charges and refurbishing works where applicable.

6.2 If the Seller agrees to any such variation, prior to any goods being delivered any dates quoted for delivery shall be extended accordingly.

7. **SPECIFICATION**

7.1 The Seller reserves the right to alter the dimensions or composition of the goods supplied to conform to applicable standards or laws or otherwise within reasonable limits having regard to the nature of the goods.

7.2 The information contained in the advertising, sales and technical literature issued by the Seller may be relied upon to be accurate in the exact circumstances in which it is expressed. Otherwise any illustrations, performance details, examples of installations and methods of assembly and all other technical data in such literature are based on experience and upon trials under test conditions and are provided for general guidance only. No such information or data shall form part of the Contract unless the Buyer shall have complied with Condition 1.4 relating to statements and representations and the Seller shall have given the confirmation referred to in that Condition.

8. **SHORTAGES AND DEFECTS APPARENT ON INSPECTION**

8.1 The Buyer shall only be entitled to claim (and then subject to Conditions 10 and 11) for shortages or defects in the goods (refer to clauses 5.8 and 5.9 for furniture and facilities supplies) as supplied which are apparent on visual inspection if:-

8.1.1 the Buyer inspects the goods and specifies in writing the shortage or defect within three working days following the date of their arrival at its premises or other agreed destination;

8.1.2 the Buyer inspects the goods and signs for the goods as damaged and reports within three working days following the date of their arrival at its premises or other agreed destination; and

8.1.3 the Seller is given an opportunity to inspect the goods and investigate any complaint before any use of or alteration to or interference with the goods.

8.2 If a complaint is not made to the Seller as provided in this Condition 8, the goods shall be deemed to be in all respects in accordance with the Contract (subject only to Condition 9 and clauses 5.8 and 5.9) and the Buyer shall be bound to pay for the same accordingly.

9. **DEFECTS NOT APPARENT ON INSPECTION**

9.1 The Buyer shall only be entitled to claim (and then subject to Conditions 10 and 11) in respect of defects in the goods supplied which are not apparent on visual inspection at the time of delivery, if:-

9.1.1 a written complaint is sent to the Seller within 5 working days after the defect is discovered and subsequently no use is made of the goods or alteration or interference made to or with the goods before the Seller is given an opportunity to inspect the goods in accordance with Condition 9.4; and

9.1.2 the complaint is sent within 1 month of the date of delivery of the goods or, in the case of an item not manufactured by the Seller, within the guarantee period specified by the manufacturer of such item.

9.2 The Buyer shall not be entitled to claim in respect of any repairs or alterations undertaken by the Buyer without the prior specific written consent of the Seller nor in respect of any defect arising by reason of fair wear and tear or damage due to accident, neglect or misuse nor in respect of any goods to which alterations have been made without such consent or to which replacement parts not supplied by the Seller have been fitted.

9.3 The Seller shall not be liable for (and the Buyer shall indemnify the Seller against claims arising from) loss or damage suffered by reason of use of the goods after the Buyer becomes aware of a defect or after circumstances have occurred which should reasonably have indicated to the Buyer the existence of a defect.

9.4 The Seller may within 15 days of receiving a written complaint (or 28 days where the goods are situated outside the United Kingdom) inspect the goods and the Buyer, if so required by the Seller, shall take all steps necessary to enable it to do so.

10. **GUARANTEE**

10.1 Except as otherwise provided in these conditions, Sections 13 to 15 of the Sale of Goods Act 1979 are to be implied into the Contract.

10.2 If the condition of the goods is such as might or would (subject to these conditions) entitle the Buyer to claim damages, to repudiate the Contract or to reject the goods the Buyer shall not then do so but shall first ask the Seller to issue a credit note, or repair or supply satisfactory substitute goods and the Seller shall then be entitled at its option to issue a credit note (in which event the credit note shall be valid for three months from its date of issue (or such longer period as may be agreed by the Seller in writing) and shall amount to the full value of the goods concerned (or in the case of short deliveries, for the value of the goods not delivered)), or repair or take back the defective goods and to supply satisfactory substitute goods free of cost and within a reasonable time or to repay the price of the goods in respect of which the complaint is made in full settlement of any claim.

10.3 Where costs are incurred in returning the goods under Condition 10.2 to the Seller these shall be met solely by the Buyer.

10.4 If the Seller does so issue a credit note or repair the goods or supply satisfactory substitute goods or effect repayment under Condition 10.2, the Buyer shall be bound to accept such credit note, repaired or substituted goods or repayment and the Seller shall be under no liability in respect of any loss or damage of whatever nature arising from the initial delivery of the defective goods or from the delay before the defective goods are repaired or the substitute goods are delivered or the repayment is effected.

10.5 In the case of goods not manufactured by the Seller:-

10.5.1 the Seller gives no assurance or guarantee that the sale or use of the goods will not infringe the patent, copyright or other industrial property rights of any other person, firm or company; and

10.5.2 the obligations of the Seller relating to defects in such goods are limited to the guarantee (if any) which the Seller receives from the manufacturer or supplier of such goods.

11. **EXCLUSION OF LIABILITY**

11.1 Nothing in these Conditions or in any Contract excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence, or for fraud or fraudulent misrepresentation.

11.2 Subject to Condition 11.1: a) the Seller's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with the supply of the goods hereunder shall not exceed the value of the order pursuant to which the goods are supplied; and b) in no circumstances whatsoever shall the Seller be liable to the Buyer in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits, goodwill or business opportunity (whether direct or indirect) or for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if the Seller had been advised of the possibility of the Buyer incurring the same).

12. **INTELLECTUAL PROPERTY RIGHTS**

12.1 All claims for alleged infringement of patents, trade marks, registered designs, design right or copyright received by the Buyer relating to the goods must be notified immediately to the Seller. If requested by the Seller, the Seller shall be entitled to have conduct of any proceedings relating to any such claim in such manner as the Seller thinks fit and the Buyer will provide to the Seller such reasonable assistance as the Seller may request. The cost of any such proceedings will be borne by the Seller.

13. **CUSTOMER'S DRAWINGS**

13.1 The Buyer shall be solely responsible for ensuring that all drawings, information, advice and recommendations given to the Seller, either directly or indirectly by the Buyer or by the Buyer's consultants or advisers, are accurate, correct and suitable unless, and then only to the extent that, the Seller agrees in writing signed by a director or other authorised representative to accept responsibility.

13.2 The Buyer shall indemnify the Seller from and against all actions, claims, costs and proceedings which arise due to the manufacture or supply of goods by the Seller being in accordance with drawings or specifications provided by the Buyer if such drawings or specifications are inaccurate or contain design defects or if they infringe or are alleged to infringe a patent, copyright, registered design, design right or design copyright or other right of any third party.

14. **INSOLVENCY**

Either party may terminate the Contract with immediate effect by notice to the other if the other shall become "Insolvent". A party shall be "Insolvent" if any encumbrancer takes possession of or a receiver or administrative receiver is appointed over any of its property or assets or if it makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to it or if it ceases or threatens to cease to carry on business.

15. **FORCE MAJEURE**

The Seller shall be under no liability for any failure to perform any of its obligations under the Contract if and to the extent that the failure is caused by act of God, governmental restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute, shortages of labour or materials or breakdown of machinery or any other matter (whether or not similar to the foregoing) outside the control of the Seller.

16. **SPECIALS AND FREE ISSUE MATERIALS**

16.1 The Seller does not guarantee the suitability of materials or the design of goods made specially to the Buyer's requirements and differing from the Seller's standard specifications even if the purpose for which the goods are required is known to the Seller.

16.2 The Seller does not accept responsibility for the safe-keeping and condition of the Buyer's samples, drawings and the like whilst they are in the Seller's possession whatever the circumstances may be in which they are lost, broken or damaged and the Buyer should make its own arrangements to insure these items.

17. **ASSIGNMENT**
The Contract is entered into between the Seller and the Buyer as principals and the Buyer shall not be entitled to assign the benefit or burden of the Contract or of any interest in it without the prior written consent of the Seller. The Seller shall be entitled to sub-contract the whole or part of its obligations under the Contract and to assign its interest in the Contract, save to the extent that any receivables may be assigned in accordance with the Seller's invoice discounting arrangements.

18. **SEVERABILITY**
If these conditions shall be or become void in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by other provisions corresponding as closely as possible with the void provisions.

19. **WAIVER**

19.1 A failure by the Seller to exercise, or a delay in exercising, any right or remedy under the Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the Seller may otherwise have and no single or partial exercise of any right or remedy under the Contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

19.2 Any waiver by the Seller of a breach of any of the terms of the Contract or of any default under the Contract shall not be deemed a waiver by the Seller of any subsequent breach or default and shall not affect the other terms of the Contract.

20. **THIRD PARTY RIGHTS**
A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these Conditions or any other term of the Contract. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

21. **LAW AND JURISDICTION**
The parties agree that any disputes arising or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be subject to the laws of England and in the case of proceedings issued against the Seller shall be subject to the jurisdiction of the English courts only.

22. **ELECTRONIC TRADING**
The following terms shall be deemed to be accepted by placing an order on the WildHearts Office electronic ordering website as notified from time to time ("the Website"):

22.1 **USE - n**o part or parts of any information supplied on this Website may be reproduced in any form or by any means electronic or mechanical, including photocopying, recording or any information storage or retrieval system, except for the express purpose of placing or keeping a copy of an order.

22.2 **COPYRIGHT** - copyright in the Website design and technology is and remains the joint property of the Company and all rights are reserved.

22.3 **HYPERLINKS** - the Website may contain hyperlinks to websites operated by other parties. The Seller does not control such websites and takes no responsibility for, and will not incur any liability in respect of, their content. The Seller's inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites.

22.4 **PASSWORD SECURITY - t**he Buyer agrees that the person(s) using the Website for placing order(s) have the capacity and authority to place orders on behalf of the buyer ("Authorised User"). The Buyer is responsible for ensuring that only Authorised Users place orders on the Website and that the passwords issued by the Seller are kept secure and confidential. The Buyer agrees that the Seller is entitled to rely absolutely on any orders placed using the password(s) issued by the Seller. The Buyer shall inform the seller if they become aware of any unauthorized or mis-use so that new passwords can be issued.

22.5 **INTERNET SECURITY/AVAILABILITY - t**he Buyer cannot guarantee the security of the internet or that the Website will be available at all times. However the Seller has exercised due diligence to ensure, so far as reasonably practicable, that the Website is secure and will be available during normal trading hours whenever possible.

22.6 **LICENCE -** The Seller hereby grants the Buyer a limited, non-exclusive, licence for the purpose of using the Website to place orders.

Issue date: 01/09/2025