

UK Office Solutions – Terms and Conditions

Revision – 01-January-2017

1. Scope and application

These general Terms and Conditions (hereinafter "TERMS AND CONDITIONS") govern the rights and obligations in relation to CREATIVE MARKETING SOLUTIONS LTD. Plymouth, PL2 2RE, UK (hereinafter "CREATIVE MARKETING SOLUTIONS LTD."). To their customers they apply to all business relations between CREATIVE MARKETING SOLUTIONS LTD. and the customer, unless agreed otherwise in writing. The customer's terms of business are only applicable as far as they are used by CREATIVE MARKETING SOLUTIONS LTD. in writing. Should individual provisions of the TERMS AND CONDITIONS be invalid, the remaining provisions shall remain unaffected. The invalid determination shall be interpreted in such a way that the intended regulation is reached as far as possible. CREATIVE MARKETING SOLUTIONS LTD. reserves the right to amend or supplement the TERMS AND CONDITIONS at any time. The valid TERMS AND CONDITIONS, in each case, will be made available to the customer in an appropriate manner and will be available on the company website at www.ukofficesolutions.eu.

2. Prerequisite for cooperation

CREATIVE MARKETING SOLUTIONS LTD. supplies only end customers. A credit rating of more than 40% is required for shipping on account.

3. Order and delivery

By placing the order, the customer acknowledges the TERMS AND CONDITIONS of CREATIVE MARKETING SOLUTIONS LTD. Orders are, in any case, binding and cannot be used without the express consent of CREATIVE MARKETING SOLUTIONS LTD. and cannot be cancelled. A contract shall be concluded with the consent of CREATIVE MARKETING SOLUTIONS LTD., but at the latest with delivery to the customer. Conclusion of contract and delivery are in any case subject to a positive creditworthiness test by the customer and the availability of the ordered products. CREATIVE MARKETING SOLUTIONS LTD. indicated delivery dates are to be regarded as guideline values without any other written assurance. The specification of a delivery date is without guarantee. In the event that a delivery is made through CREATIVE MARKETING SOLUTIONS LTD. the customer may put, after the expiry of a supplementary period of at least three weeks, CREATIVE MARKETING SOLUTIONS LTD. in default. The customer can cancel the order only after the expiry of a further, reasonable period of grace. CREATIVE MARKETING SOLUTIONS LTD. shall be liable in this case to the Customer only for direct damage if and insofar as the delay or the impossibility of the delivery can be proven to be a grossly

negligent breach of contract by CREATIVE MARKETING SOLUTIONS LTD. respectively. In case of delays caused by circumstances, to which CREATIVE MARKETING SOLUTIONS LTD. has no influence (examples: strike, lockout, material failure, manufacturing disruption at the manufacturer, transport problems), CREATIVE MARKETING SOLUTIONS LTD. are entitled to cancel the order. Any changes or cancellations that may be required by the customer require the written consent of CREATIVE MARKETING SOLUTIONS LTD. Any costs incurred will be the sole responsibility of the customer. In the event that not all ordered products are immediately available from stock, it may happen that the order is made in several partial deliveries.

Without express agreement, partial deliveries are made by CREATIVE MARKETING SOLUTIONS LTD. and are accepted by the customer at the conclusion of the contract. CREATIVE MARKETING SOLUTIONS LTD. charges for all consignments at cost share for packaging and shipping.

4. Check and transition of the hazard

The customer is obliged to use the information provided by CREATIVE MARKETING SOLUTIONS LTD. Delivered products are to be checked for completeness and correctness immediately after delivery or collection. Any damage, deficiencies and complaints are to be made in writing immediately to the address of CREATIVE MARKETING SOLUTIONS LTD. within 5 working days.

If a complaint is not made within 5 working days from receipt of the products, the delivery shall be deemed to be a contractual agreement, unless the deviation was not recognisable despite careful examination.

When transporting the goods, noticeable transport damage or faulty goods must be recorded on the carrier's receipt. By transferring the products the risk passes to the customer.

If the products are not picked up by the customer in a timely manner, the products are kept for 5 days at the client's expense and risk and then sent to the customer.

5. Prices

The purchase prices are in principle net, exclusive of VAT. On individual product groups, sales-related quantity discounts are granted; quantity-related scale prices can be applied to certain products.

The sales prices stated in the confirmation of order / order confirmation shall be deemed accepted by the customer, unless a written amendment or cancellation is made within 24 hours.

Additional costs, such as packaging, shipping or similar, are not included in the prices and are subject to VAT. Fees such as advanced recycling fees are included in the rates; Creative Marketing Solutions Ltd. covers each additional order, after the first order, for each

customer. The advanced recycling fees are transferred from the first order to any subsequent new order.

CREATIVE MARKETING SOLUTIONS LTD. makes price changes generally on the 1st or 15th of a month before and announces the customer via internet/telephone. Prices are subject to change at any time, even without prior notice.

6. Credit Limits / Information Obligation

In the case of default of payment or doubts as to the creditworthiness of the customer, CREATIVE MARKETING SOLUTIONS LTD. will adjust the credit limits, to demand collateral and to provide advance payment or cash on, or prior to, delivery.

The customer undertakes to immediately notify CREATIVE MARKETING SOLUTIONS LTD of material changes in his company (shareholders, legal form, board of directors, management, address) as well as any circumstances that jeopardise the existence of business. Report to.

7. Terms of payment

Without any other written agreement, the invoices of CREATIVE MARKETING SOLUTIONS LTD. must be paid within 15 days net. After expiry of this period, the customer is in default without notice. CREATIVE MARKETING SOLUTIONS LTD. may charge a default interest of 6%. In case of default of payment of the customer, all open invoices are due. If the debt is not redeemed within the set time frame, CREATIVE MARKETING SOLUTIONS LTD. without further notice, will suspend deliveries to the customer in whole or in part until his claims have been repaid or secured. The customer is responsible for all consequences resulting from such a delivery. CREATIVE MARKETING SOLUTIONS LTD. is entitled to claim compensation for all; collection, legal and court costs as well as the damages incurred. The customer has the obligation to notify CREATIVE MARKETING SOLUTIONS LTD. in advance if a delay in payment is foreseeable. At the request of CREATIVE MARKETING SOLUTIONS LTD. the customer shall pay its claims against end customers from the resale of the delivered products for payment to CREATIVE MARKETING SOLUTIONS LTD.

8. Offsetting and Retention

The customer is not entitled to make any claims with CREATIVE MARKETING SOLUTIONS LTD. to be charged. Any retention or retention rights of the customer to CREATIVE MARKETING SOLUTIONS LTD. is completely excluded.

The customer is obligated to pay the invoice, irrespective of whether he has secured payment for products that have been resold to their end customer.

9. Proprietary reservation

The products delivered remain the property of CREATIVE MARKETING SOLUTIONS LTD., until the purchase price has been completely and in conformity with the contract. The customer commits to CREATIVE MARKETING SOLUTIONS LTD. to give promptly, upon request, written consent in all matters essential to the registration of a reservation of title.

10. Returns

Once an order has been placed for our good or services, the client will receive an order confirmation via email allowing a 24-Hour grace period to amend or cancel the existing order. Once the order is confirmed by our quality assurance team, the goods will be dispatched and an invoice emailed imminently. If after this time any client wishes to cancel their order they will incur a fee of 89 pounds to cover additional administrative services.

The exchange or return of products is not possible. Only in exceptional cases and with the prior consent of CREATIVE MARKETING SOLUTIONS LTD. an exchange or a return can be made. The customer shall return the products at the cost and risk of the customer. Returns can only be accepted within 14 days after order confirmation. The customer must first apply for a return number at CREATIVE MARKETING SOLUTIONS LTD. Returns or parts thereof which are not included in the return number are processed by CREATIVE MARKETING SOLUTIONS LTD. as a waste disposal order, the products are recycled wherever possible. The return of the products has to be packed in original packaging as well as with the addition of the purchase. In the case of returns without error, CREATIVE MARKETING SOLUTIONS LTD. carry out an error search at the expense of the customer.

The minimum effort is one hour; this effort will be charged to the customer. CREATIVE MARKETING SOLUTIONS LTD. reserves the right to return products with missing or useless original packaging as well as no longer faultless products to the customer at his expense and risk. The packaging is considered useless if it is defective, with labels, described, opened or otherwise unsaleable. Products that were purchased more than 14 days ago, which were already in use or otherwise are not for sale, are not considered to be faultless.

CREATIVE MARKETING SOLUTIONS LTD. accepts the return of such products for reasons of goodwill, it assumes a reasonable reduction of the purchase price of at least 30%. For returns, for which CREATIVE MARKETING SOLUTIONS LTD. is not at fault will be incurred, a lump sum will be charged to the customer for the administrative handling according to valid shipping conditions.

Procurement products (products which CREATIVE MARKETING SOLUTIONS LTD. have not declared as stock items and which are therefore exclusively procured for customer orders) can in no case be transferred or returned to CREATIVE MARKETING SOLUTIONS LTD. In such cases, the customer shall sign an acceptance obligation before the order is executed.

The return of products is in any case according to the regulations of CREATIVE MARKETING SOLUTIONS LTD. and manufacturers.

11. Warranty / Guarantee

Ensuring CREATIVE MARKETING SOLUTIONS LTD. for the products delivered by it is fully in accordance with the warranty provisions of the manufacturer or supplier. The customer waives any further warranty claims against CREATIVE MARKETING SOLUTIONS LTD., with the sole exception that CREATIVE MARKETING SOLUTIONS LTD. own warranty claims against the manufacturer to the customer.

As a rule, the warranty is limited to rework or replacement of the defective products due to the respective warranty provisions of the manufacturer or supplier.

Excluded is the guarantee for defects, which the manufacturer or CREATIVE MARKETING SOLUTIONS LTD. are responsible, in particular for improper storage, non-observance of the operating instructions, natural wear and tear, improper handling, force majeure or similar reasons.

Warranty claims are made immediately upon discovery, in writing, accompanied by the objected product and accompanied by a detailed defect / deficiency description as well as the purchase cover, to CREATIVE MARKETING SOLUTIONS LTD. Individual manufacturers or suppliers require warranty claims to be claimed directly by them. The processing of guaranteed claims is in any case determined in accordance with the provisions of CREATIVE MARKETING SOLUTIONS LTD. and manufacturers.

12. Liability

CREATIVE MARKETING SOLUTIONS LTD. is only liable for direct damage and only if it is proven that this is due to gross negligence of CREATIVE MARKETING SOLUTIONS LTD. or the one provided by CREATIVE MARKETING SOLUTIONS LTD. commissioned third parties. The liability is limited to the price of the respective delivery or service. Any further liability of CREATIVE MARKETING SOLUTIONS LTD., its assistants and those of CREATIVE MARKETING SOLUTIONS LTD. third parties for damages of all kinds is excluded. In particular, the customer shall in no case have claims for compensation for indirect damages such as loss of orders, lost profit, loss of image or similar consequential damages. CREATIVE MARKETING SOLUTIONS LTD. undertakes to assign to the customer any liability claims recognised by the manufacturer/supplier.

13. Confidentiality

The customer undertakes to treat data and information from the contractual relationship confidentially with CREATIVE MARKETING SOLUTIONS LTD., in particular prices, discounts, dealers' bonuses, etc., and in no case make them accessible to third parties.

14. Patents and other intellectual property rights

If a third party asserts claims against the customer for infringement of a patent, copyright or other industrial property right by CREATIVE MARKETING SOLUTIONS LTD. delivered products, the customer CREATIVE MARKETING SOLUTIONS LTD. immediately in writing about the facts. CREATIVE MARKETING SOLUTIONS LTD. will forward the information to the manufacturer or supplier and request it for direct processing. The customer dispenses with CREATIVE MARKETING SOLUTIONS LTD. to any warranty or liability claims arising out of such cases.

15. Re-export

The reintroduction of CREATIVE MARKETING SOLUTIONS LTD. is subject to international export control regulations, in particular the English (UK), European and US export regulations. The customer undertakes to independently check the relevant regulations before any re-export of the products and, if necessary, to obtain the necessary permits himself. This obligation shall be transferred to the respective acquirer with the obligation to re-bind when selling or otherwise passing on the products.

16. Privacy Policy

The customer acknowledges that CREATIVE MARKETING SOLUTIONS LTD. is obligated to submit customer-related data such as names and addresses, related products, prices and quantities to manufacturers and suppliers at home and abroad.

Similarly, the customer agrees that CREATIVE MARKETING SOLUTIONS LTD. customer-related data for the purpose of checking the creditworthiness of the customer and the data processed by CREATIVE MARKETING SOLUTIONS LTD. commissioned credit or credit insurance companies.

CREATIVE MARKETING SOLUTIONS LTD. undertakes to use addresses of consumers and users obtained by the customer, for example for direct deliveries, exclusively for the purposes of order processing and delivery.

17. Transfer of rights and obligations

Rights and/or obligations arising from individual contracts with CREATIVE MARKETING SOLUTIONS LTD. can only be obtained by the customer with the prior written consent of CREATIVE MARKETING SOLUTIONS LTD. to third parties.

18. Applicable law and jurisdiction

The contracts and TERMS AND CONDITIONS of CREATIVE MARKETING SOLUTIONS LTD. are subject exclusively to English (UK) law with the express exclusion of statutory provisions, in particular the Vienna UN Convention on the International Sale of Goods. The court of jurisdiction for all disputes arising directly or indirectly from the contractual relations

is CREATIVE MARKETING SOLUTIONS LTD. as well as for the customer with the competent courts of the head office. CREATIVE MARKETING SOLUTIONS LTD. is also entitled to charge the customer at any other legally competent court.