

## Online Ergonomics Ltd Terms & Conditions

### General

We put forward all quotations 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 only deemed to be binding insofar as they are not inconsistent with our terms and conditions.

No additions to or variations from our terms and conditions shall have effect unless we accept such variation in writing under the hand of a Company Officer.

Our catalogue, price list or other advertising matter shall not form part of any contract between us. We reserve the right to modify designs and specifications without notice.

### Prices

We will endeavor to maintain prices quoted, but 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

We hope that you will be delighted with your purchases from us and that your delivery has arrived with you in excellent condition and on time. 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, by telephone or email, within 24 hours of receipt of your delivery, or by the end of the next working day.**

This enables us to raise any queries with our couriers and with our despatch department.

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

**Please retain 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.**

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

### SALE OR RETURN ITEMS

If your order was **agreed** on a 'Sale or Return' basis then you have 14 days from the date of delivery to notify us that the goods are unsuitable and that you wish to return them.

**Please ensure that a copy of our Sales Return note is included in the package. The Returns number must be clearly written on the outside of the package. Please contact our sales department for the Sales Return Note.**

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 (FedEx, ANC, DHL etc..) 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.

**All items to be addressed to the goods inwards department**

All 'Sale or Return' goods must be received by us in resale condition, in the original packaging, and with all supporting documentation enclosed. We reserve the right to charge you for any items which do not meet our inspection criteria when we receive it back.

**PLEASE NOTE THAT ALL DESKS, HEADSETS AND ACTIVATED SOFTWARE ARE NON RETURNABLE.**

### Ownership of Goods

The title and property in goods supplied by Online-Ergonomics 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 Online-Ergonomics 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, Online-Ergonomics 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 Online-Ergonomics 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.

### Data Protection and GDPR Compliance

We process, use and store personal data on a lawful basis in the normal course of our business. In most cases this will consist only of names, addresses, telephone numbers and email addresses. Our lawful basis for processing and storing this data is to enable us to fulfil a contract of sale; to effect delivery of products or services to you; to enable us to confirm eligibility for warranty repairs; and to provide you with historic order information should you require it.

In a small number of cases, where you have requested us to recommend products for your use, we may store certain sensitive personal, biometric, or medical information about you. This might consist of age; height; weight; and brief details of any medical conditions that may influence your use of products. Our lawful basis for processing and storing such data is to enable us to make meaningful and personalised recommendations for you.

### 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. The guarantee is conditional in that it covers normal use, and that misuse has not taken place and that the final decision rests with Online-Ergonomics, their component and fabric suppliers. The guarantee is conditional on the chair being returned to Online-Ergonomics for assessment.

All desks are supplied with a **5 Years guarantee** on Frame and internal Components. **2 Years Guarantee** on any and all electrical parts. This warranty is valid from the date the product is delivered to the original purchaser. Failure to apply, use, install or maintain products according to published instructions and guidelines, as well as opening up the product or modifying the product, will void this warranty.

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