

## OFFICE DEPOT UK RETURNS POLICY SEPTEMBER 2024

### RETURNS & CANCELLATION

- 1.1 Subject to Conditions 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8 and 1.9 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 1.1 shall be valid for three months from the date of issue.
- 1.2 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 1.8), facilities supplies (see clause 1.9), 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.
- 1.3 Orders for standard catalogue items may only be cancelled prior to despatch of the goods. Orders for items in clause 1.2, if cancelled, will be chargeable in full, together with any handling charges and/or collection costs.
- 1.4 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.
- 1.5 Credit notes for faulty or damaged goods shall be subject to the terms of clause 2.
- 1.6 Subject to Condition 1.2, 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.
- 1.7 Returns of incorrect goods or goods not ordered must be notified within 2 working days of delivery.
- 1.8 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.
- 1.9 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.

### SHORTAGES AND DEFECTS APPARENT ON INSPECTION

- 2.1 The Buyer shall only be entitled to claim (and then subject to Condition 4) for shortages or defects in the goods (refer to clauses 1.8 and 1.9 for furniture and facilities supplies) as supplied which are apparent on visual inspection if:-
  - 2.1.1 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;
  - 2.1.2 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
  - 2.1.3 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.
- 2.2 If a complaint is not made to the Seller as provided in this Condition 2, the goods shall be deemed to be in all respects in accordance with the Contract (subject only to Condition 3 and clauses 1.8 and 1.9) and the Buyer shall be bound to pay for the same accordingly.

### DEFECTS NOT APPARENT ON INSPECTION

- 3.1 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:-
  - 3.1.1 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 3.4; and
  - 3.1.2 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.

### GUARANTEE

- 4.1 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.
- 4.2 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.
- 4.3 Where costs are incurred in returning the goods under Condition 4.2 to the Seller these shall be met solely by the Buyer.
- 4.4 If the Seller does so issue a credit note or repair the goods or supply satisfactory substitute goods or effect repayment under Condition 4.2, 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.
- 4.5 In the case of goods not manufactured by the Seller:-
  - 4.5.1 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
  - 4.5.2 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.

For further information please refer to the full Conditions of Sale of Goods at [www.yourofficedepot.co.uk](http://www.yourofficedepot.co.uk)

Issue date: September 2024 V1