

Michael Linnell & Co Limited

Conditions of Use

Please read these Conditions of Use carefully, they contain important information about your rights and obligations.

Introduction

Please read these Conditions of Use carefully before using this web site, which is owned and operated by Michael Linnell & Co Limited, incorporating Linnell's Mailroom Supplies.

We draw your particular attention to the clauses headed "Applicability of Online Materials" and "Liability".

By using or accessing our web site, you agree to be legally bound by these Conditions of Use as they apply to your use of or access to our web site whether or not you register with us.

If you do not wish to be bound by these Conditions of Use then you may not use our web site.

We may alter these Conditions of Use from time to time and post the new version on our web site, following which all use of our web site will be governed by that version. You must check the Conditions of Use on our web site regularly.

Nature of our web site

Our web site is a place for you to select and order the products/services offered by us. Our web site describes the Products in more detail.

These Conditions of Use are intended only for business customers. If you are a consumer or sole trader purchasing as such, as opposed to a business customer, please contact us either by e-mail mikejnr@michaellinnell.co.uk or telephone 0208 594 5898.

Registration

When you register on the web site, you will be asked for certain information about yourself and your business/company, such as name and address. The information you give us should be correct and complete, and you must inform us immediately if any of the information changes.

Buying Products on our web site

To order a product you will need to follow the ordering procedures set out on our order page.

All orders are accepted by us strictly on the basis that our Terms and Conditions of Sale apply to any order accepted or sale made by us to the exclusion of any other terms and conditions. We regret that we cannot accept any orders other than on this basis. You can view a copy of our Terms and Conditions of Sale by clicking here.

If for any reason you are unable to view our Terms and Conditions of Sale using this link please contact us either by e-mail mikejnr@michaellinnell.co.uk or telephone 0208 594 5898.

In the event of any inconsistencies between these Conditions of Use and the Terms and Conditions of Sale, the latter will prevail.

Details of the prices of the Products, and the procedures for payment and delivery are displayed on our web site. You must pay by credit or debit card, at the time of order. A credit account facility can be opened by contacting our offices on 0208 594 5898, subject to our standard credit terms.

The price of any Product is the price in force at the date and time of your order. We may change the price of any Product before you place an order. We try to ensure that our prices displayed on our web site are accurate but the price on your order will need to be validated by us as part of the acceptance procedure (see the paragraph below). We will inform you if a Product's correct price is higher than that stated in your order and you may cancel the order and decide whether or not to order the Product at the correct price.

Orders that are placed on this web site are subject to acceptance by us. We will check matters such as stock availability, your account details and credit card details, if appropriate. We reserve the right to cancel or to refuse any order placed by you. If we are unable to accept your order, we will notify you using the details you provided on registration.

We reserve the right to alter the design, specification or price of any Product featured on the web site without prior notice. We will endeavour to update the web site as soon as possible after any such change is made. However, there

may be circumstances where you place an order before we are able to make the change.

If the Product you ordered is unavailable, we may provide to you a substitute of an equivalent quality and price ('Substitute Product').

You undertake that all details you provide to us for the purpose of purchasing goods or services which may be offered by us on our web site will be correct, that the credit or debit card, or cheque, which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any Products or services. We reserve the right to obtain validation of your credit or debit card details or to verify the authenticity, before providing you with any Products or services.

Shipping and Returns

Carriage on all deliveries within the UK is charged at £10.00 up to the total order weight of 30kgs. For orders in excess of 30kgs or for deliveries outside the UK, please contact us for a quotation.

A special note about the delivery of furniture items:

Carriage costs depends on the quantity of items ordered and your location, please call for a quotation. Our furniture items, including our sort units, are delivered to the ground floor delivery point of your building. If you have other requirements, please specify this when requesting your carriage quote. All installations are charged at cost - please call for details.

Risk and Title

Risk in the Products passes to you on delivery in accordance with our Terms and Conditions of Sale. Title in Products passes to you on payment in full by you to us of the price of the Products ordered.

Modifications to web site

We reserve the right to alter, suspend or discontinue any aspect of our web site or the content or services available through it, including your access to it. Unless explicitly stated any new features including new content and/or the sale of new Products shall be subject to these Conditions of Use.

Information you provide

The following applies to any information you provide to us, for example during any registration or ordering process:

(a) You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through our web site by us or our sub-contractors. If you obtain or choose to buy Products through our web site then we may collect information about your buying behaviour and if you send us personal correspondence such as e-mails or letters then we may collect this information into a file specific to you (together, the various purposes set out in this paragraph and in our privacy policy shall be known as 'the Purposes'). All such information collected by us shall be referred to in these terms and conditions as 'Personal Information'.

(b) You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read our privacy policy.

By accepting these Conditions of Use, you agree to the processing and disclosure of the Personal Information for the Purposes. You also agree that the Purposes may be amended to include other uses or disclosures of Personal Information following notification to you by means of a notice on our web site, which you should check regularly.

In addition, the following also applies to all messages, e-mails, bulletin boards postings, ideas, suggestions, concepts or other material submitted by you to us ('Content'):

(a) you must own or have the right to submit Content for publication on our web site;

(b) you must ensure that all Content submitted to us does not infringe the copyright, design, privacy, publicity, data protection, trade mark or any other rights of any third party, nor be obscene, abusive, threatening, libelous or defamatory of any person or be otherwise unlawful; and

(c) we have the right to monitor Content and may edit, reject or remove Content if we believe it does not comply with the above and, in particular, we reserve the right to block incoming e-mails and other Content if we believe that their content is or may be inappropriate or otherwise does not comply with the above.

You grant us a non-exclusive, irrevocable, royalty free, worldwide license to publish all Content that you submit to us except any portion of the Content that is Personal Information. You have sole responsibility for the Content which you submit to us and you shall indemnify and shall keep us fully and effectively indemnified on demand from and against all losses and liabilities (including legal costs and expenses) suffered or incurred by us and arising directly or

indirectly out of the publication of Content submitted by you to us.

Security

You are solely responsible for all use of and for protecting the security and confidentiality of any username and password that may be given to you or selected by you for use on our web site. You may not share these with or transfer them to any third parties. You must notify us immediately of any unauthorised use of them or any other breach of security regarding our web site that comes to your attention. Any orders placed or other activities that take place under your account are your responsibility.

Applicability of Online Materials

Unless otherwise specified the materials published on our web site are presented solely for your private, personal and non-commercial use.

Our web site is controlled and operated by us. Where content published on the web site is supplied by third parties, you understand that we do not control or endorse their contents in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not (to the fullest extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or off-line) and the use of such content, except for content which relates directly to Products you purchase. You assume total responsibility and risk for your use of our web site and use of all information contained within it.

We have used our best endeavours to ensure that our web site complies with English law. However, we make no representations that the materials on our web site are appropriate or available for use in locations outside of England and Wales.

We make no warranties, express or implied that making the Products available in any particular jurisdiction outside of England and Wales is permitted under any applicable non-English laws or regulations. Accordingly, if making the Products or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Products are not offered for sale to you. You accept that if you are resident outside of England and Wales, you must satisfy yourself that you are lawfully able to purchase the Products. To the extent permitted by law, we accept no liability for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside of England and Wales or who are nominees of or trustees for citizens, residents or nationals of other countries.

Copyright and Monitoring

The contents of our web site are protected by proprietary and intellectual property rights including (but not limited to) international copyright laws. The owner of these rights is Michael Linnell & Co Ltd incorporating Linnell's Mailroom Supplies. All product and company names and logos mentioned in our web site are the trade marks, service marks or trading names of their respective owners, including us. You may download material from our web site for the sole purpose of placing an order with us. Otherwise, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our web site including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited by us to do so.

Linked Sites

We make no representations whatsoever about any other web sites which you may access through our web site or which may link to our web site. When you access any other web site you understand that it is independent from us and that we have no control over the content or availability of that web site. In addition, a link to any other site does not mean that we endorse or accept any responsibility for the content, or the use of, such a web site and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its web site administrator or web master.

Availability of our web site

We will endeavour to make our web site available 24 hours a day but cannot guarantee that our web site will operate continuously or without interruptions or be error free and we can accept no liability for its unavailability including, but not limited to, times where operation is suspended for maintenance purpose, although we will endeavour to keep these to a minimum. You must not attempt to interfere with the proper working of our web site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, web site, router or any other internet connected device.

Liability

Our sole liability in respect of any defect in, or failure of, any Product(s) and/ or services supplied or for any shortage

in quantity of Product(s) delivered or for any loss injury damage attributable directly or indirectly thereto (other than in respect of death or personal injury caused by our negligence) is limited to, at our option:

- (a) making good such Product(s) by replacement or repairing the Services; or
- (b) repairing defects or failures which under proper use appear therein.

In addition we must be reasonably satisfied that such defects or failure arose solely from the faulty design of the Product(s), defective materials used or workmanship. No liability shall attach to us unless we are notified promptly in writing of the alleged defect, failure or shortage and if we shall so require the defective Product(s) or part thereof are promptly returned to us carriage paid.

We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Products, our web site or any information or service provided through our web site. We will do our best to ensure that all materials and information published on our web site are accurate, but please note that all materials and information on our web site are provided on an 'as is' basis.

In relation to the purchase of Products, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our web site or its contents other than as a direct result of purchasing Products, we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on our part or that of our servants, agents or any other person. This exclusion does not apply to any liability we may have for death or personal injury resulting from our negligence.

If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product concerned. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our web site and is compatible with our web site. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our web site will be free from infection, viruses, worms and/or other code that is harmful or which has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

The limitations and exclusions in this clause only apply to the extent permitted by applicable law.

General

We may assign, novate or subcontract any or all of our rights and obligations under these Conditions of Use at any time.

These Conditions of Use together with any order form and payment method instructions, if any, are the whole agreement between you and us. You acknowledge that you have not entered into this agreement in reliance upon any warranty or representation made by us or any other person and you waive any rights to damages/rescission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in these Conditions of Use, order form and payment method instructions.

If any provision or term of these Conditions of Use shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such provision or term shall be divisible from the other provisions or terms of these Conditions of Use and shall be deemed to be deleted from them.

These Conditions of Use and your use of our web site are governed by English law and you submit to the exclusive jurisdiction of the English courts.

Neither you nor we will be held liable for any failure to perform any obligation to the other due to causes beyond your or our respective reasonable control.

Failure by either party to exercise any right or remedy under this agreement does not constitute a waiver of that right or remedy.

Notices

All notices shall be given:

- (a) to us via e-mail at mikejnr@michaellinnell.co.uk or
- (b) to you at either the e-mail or postal address you provide during any ordering process.

Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

Replacement

Other than our Terms and Conditions of Sale, these Conditions of Use replace all other terms and conditions previously applicable to the use of our web site and/or sale of the Products.

Online Privacy Practices

Your right to privacy is important to us.

We are keen to strike a fair balance between your personal privacy and ensuring you obtain full value from the web site and the Products and services we may be able to market to you.

We are fully registered under the Data Protection Act 1998 and ensure we comply with all protection the Act affords to you. Further information on the Act is on the internet at www.dataprotection.gov.uk.

Types of information collected

When you use this web site, we may collect and store the following types of information:

- Information you actively give us, such as details you provide about yourself and your business/company when you place an order with us.

Use of collected information

We use the information we collect in the following ways:

- To allow us to process your orders and payments, to correspond with you and to keep our records up to date.
- To help us to make continual improvements to the site, including helping us to detect and prevent fraud or other misuse.

Access to collected information

- We do not sell or pass information about our web site visitors to other companies or individuals.

Trading from our Web Site

We have made strenuous efforts to ensure that our web site security is one of our highest priorities. and we have devoted a great deal of effort to ensure that our online security measures help to safeguard your information.

Cookies

We do not use cookies (defined below) for collecting user information from the site and we will not collect any information about you except that required for system administration of the Web server and otherwise as described above

Message given to a web browser by a web server. The message is then stored by the browser in a text file called cookie.txt. Each time the browser requests a page from the server, this message is sent back. A cookie's main objective is to identify users and personalise their visit by customising web pages for them, for example by welcoming them by name next time they visit the same site. A site using cookies will usually invite you to provide personal information such as your name, e-mail address and interests.

Further Information on Data Protection and Personal Privacy

For further information from us on data protection and privacy contact: Telephone 0208 594 5898 or e-mail mikejnr@michaellinnell.co.uk

Information on the Data Protection Act 1998 is also on the Information Commissioner's web site at www.dataprotection.gov.uk

Use of this Site is subject to our Conditions of Use