

## Argos for Business – Goods Terms (the "Goods Terms")

These Goods Terms are incorporated into the Reward Account Terms and Conditions, and use definitions set out in these Terms.

### **1. Price**

- 1.1 The price paid by You is the price specified in Your Commercial Terms Document or, if there is no Commercial Terms Document or Your Commercial Terms Document does not contain a price, the price will be the Argos store price at the time We despatch the Order, together with any applicable VAT, packaging and delivery charges which may apply at the time
- 1.2 While We try to ensure that all prices on the Website and in catalogues, contained in any Order, or Commercial Terms Document are accurate, errors may occur. If We discover an error (which, for the avoidance of doubt includes the erroneous display of a price on the Websites or in a catalogue) in the price of Goods that You have ordered We will inform You as soon as possible and give You the option of reconfirming the Order at the correct price or cancelling it. If We are unable to contact You We will have to cancel the Order. If You cancel having already paid for the Goods You will receive a full refund.
- 1.3 We reserve the right to increase the price of the Goods to reflect any increase in the cost to Us which is due to:
- a) any factor beyond Our reasonable control (such as, without limitation, any foreign exchange fluctuation, changes to tax legislation or practice, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture);
  - b) any change in delivery dates, quantities or specifications for the Goods which You request;
  - c) any delay caused by You failing to give Us adequate information or instructions; or
  - d) any increase in the price of delivery including transport and/or postage of Your ordered Goods.

### **2. Delivery**

- 2.1 We will deliver to the address notified to Us in Your Order. We reserve the right to impose additional charges where delivery is made upon Your instructions to a third party rather than to You.
- 2.2 We will endeavour to despatch Your Goods within 28 (twenty-eight) days of receipt of Order (for credit accounts) or receipt of Order and full payment thereof (for all other accounts). The dates quoted for delivery of Goods are approximate only and We shall not be liable for any deviation on these delivery timescales unless expressly agreed by Us in writing.
- 2.3 Any claim for lost Goods must be notified to Us within 7 (seven) days from the date of expected delivery. After consideration We shall notify You as to whether We will replace the Goods.
- 2.4 Where Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Us to deliver any of the instalments in accordance with your Order will not entitle You to treat the Order as a whole as repudiated.
- 2.5 If You (or a party nominated by You) fails to take delivery of Goods or You fail to give Us adequate delivery instructions, then We may:
- a) store the Goods until actual delivery and charge You for doing so; or
  - b) sell the Goods and, after deducting Our reasonable expenses, charge You for any shortfall below the price of Your Order
- Any request for proof of delivery must be received by Us within 2 (two) months from the invoice date, otherwise We will deem that You have acknowledged receipt of delivery.

2.6 If We fail to deliver Your Goods for any reason (other than, by causes beyond Our reasonable control, or upon Your act or omission) and are liable to You, Our liability will be limited to the price of the Goods.

2.7 Unless otherwise agreed, Orders are only for delivery to mainland UK and Northern Ireland addresses. We cannot deliver to the Channel Islands, Isle of Man, Orkney, Shetland and Scottish Islands, BFPO addresses, or the Republic of Ireland without prior request.

### **3. Risk and Property**

3.1 Unless You collect, We will insure or bear risk for loss of or damage to the Goods during delivery. Risk passes to You upon delivery of the Goods. Notwithstanding delivery and the passing of risk, the property in the Goods shall not pass to You until We have received full payment for the Goods in accordance with the Terms.

3.2 Until You have fully paid for the Goods We will be entitled at any time to request You to return the Goods to Us and, if You fail to do so, We may enter any premises where the Goods are stored and repossess the Goods.

### **4. Warranties**

4.1 You will be entitled to benefit from any warranty or guarantee against defects in the quality or condition of the Goods given by Us or the manufacturer of the Goods. The warranty will exclude Goods which are not used for their intended purpose. Use of domestic Goods in a commercial environment may invalidate a warranty or guarantee given by the manufacturer of the Goods.

4.2 Any claim by You which is based on any defect in the quality or condition of the Goods or their failure to correspond with their specification, must be notified to Us within 7 (seven) days from the date of delivery of the Goods, or, where the defect was not apparent on inspection, within 7 (seven) days after its discovery, and the Goods should be returned to Us as soon as reasonably possible. If You do not notify Us, You will have to pay for the Goods as ordered. Where We have been notified of any defect We will at Our complete discretion either replace, repair or refund You the price of the Goods, (or a proportion thereof), but We shall then have no further liability.