

IMPORTANT NOTES

Please see clause 13 for details of your rights to cancel orders.

We draw your attention to clause 14 setting out your statutory rights.

We draw your attention to clauses 15 and 16 setting out limitations and exclusions of our liability.

You must be over 18 years of age to purchase from Viking.

We only offer contracts in the English Language.

You should keep a copy of this document for future reference.

These sales terms replace all previous business and consumer editions of our sales terms.

1. ABOUT THIS DOCUMENT

- 1.1. **What they cover:** Welcome to Viking. This document sets out the terms and conditions applicable to all sales by Viking, including through its websites, by telephone, mail order, and catalogue sales (referred to as the sales terms). We may change these sales terms at any time, but no changes will apply to any orders you submitted before the change.
- 1.2. **Changes:** We may change these Conditions at any time, and any changes will take effect on the date they are posted on our Website. Those changes will not affect any orders you submitted before the change.
- 1.3. **Excluded products and services:** Our supply of Specialist Products and Services is governed by separate terms and conditions which are available at the time of purchase of such Specialist Products and Services and/or upon request. **“Specialist Services and Solutions”** mean specific services and solutions offered by us from time to time including, but not limited to, Viking Insurance, Viking Virtual Print House, Viking Personalisation, Managed Print Services and any other service or solution with specific terms and conditions.
- 1.4. **Exclusion of your terms of purchase:** If you are a Business Purchaser, these Conditions apply to the exclusion of your own terms and conditions of purchase notwithstanding anything to the contrary in your own terms and conditions and you waive any right you otherwise may have to rely on your terms and conditions.

2. ABOUT VIKING DIRECT

- 2.1. Viking is a trading name of Viking Direct (Ireland) Limited. Viking supplies customers in Ireland (excluding Northern Ireland). We are a company registered in Ireland, with company number 243136 and a registered address at 10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland. VAT Reg: 8243136D. References to Viking, we, us and our in this document are to Viking Direct (Ireland) Limited.

3. CONSUMER AND BUSINESS SALES

These sales terms apply to all sales of products by us to consumers and businesses. You are a consumer for the purposes of these sales terms, if you are an individual and you are purchasing for purposes which are wholly or mainly outside a trade, business, craft or profession. In any other case, you are a business for the purposes of these sales terms. If you have indicated to us at any point that you are a consumer or business (including when you registered the account associated with the order or contract to which these sales terms apply), then we are relying on this as a representation from you in entering into the contract, and you shall be bound by such representation. Where any clause heading refers to consumers, then that clause shall apply to you if, and only if, you are a consumer. Where any clause heading refers to businesses, then that clause shall apply to you if, and only if, you are a business.

4. DEFINITIONS

In these sales terms: (a) **catalogue** means our most recent published printed catalogue or directory of products at the time of your order; (b) **other charges** mean any other charges or fees in addition to the price and delivery charges, as stated in the contract terms; (c) the **contract** is the contract which incorporates these sales terms; (d) the **contract terms** are the terms as listed in clause 6 below; (e) the **delivery charges** means our charges for delivery of the products as stated in the order specific terms; (f) the **delivery address** means the address for delivery of the products as stated in the order specific terms, or if not stated, as you provided to us in your account with us, or if none has been provided, to the billing address associated with your payment card or other payment service used to pay the price; (h) the **order** is your order for the purchase of any products submitted to us, which incorporated these sales terms, or resulted in the contract, including any order through our website, by means of a catalogue order form, or by telephone; (i) the **order specific terms** are the specific terms for your order as identified in clause 6.2 below; (j) the **price** means the price of the products as stated in the order specific terms; (g) the **products** mean the goods, gift vouchers, and other products ordered by you as set out in the order specific terms; (k) **you** and **your** means the person who submitted the order, or who is purchasing from us under the contract to which these sales terms apply; (l) **we, us, our** and Viking mean Viking Direct (Ireland) Limited; (j) the **website** means our website at www.vikingdirect.ie; (k) and **working or business day** means Monday to Friday, except bank or other public holidays.

5. HOW THE CONTRACT IS MADE

- 5.1. **Your order:** Your order to us is your offer to purchase the Goods on these Conditions, subject to our acceptance. You are entitled to withdraw your offer at any time up to moment that we accept it.
- 5.2. **Age Requirement:** If you are an individual and you order a product with a minimum age requirement, by ordering you represent that you are of the required age. In any event, if you are an individual, you represent that you are 18 years old or over.
- 5.3. **Withdrawing your order:** You are entitled to withdraw your order at any time up to moment that we accept it and it becomes a binding contract. After it has become a binding contract you can only cancel it in accordance with your cancellation rights under clause 13, or in accordance with your legal rights if we are in breach of the contract.
- 5.4. **Acknowledgement of your order:** Once you have made your choice and your order has been placed, you will receive an email acknowledging the details of your order. This email does not amount to acceptance of your order, or create a binding contract unless expressly stated in it by us.
- 5.5. **Acceptance of your order:** For product orders, acceptance of your order will occur and a binding contract for the sale and purchase of the all of products will be formed between you and us when we first dispatch any of the products in your order, or if sooner, we first email you to confirm that any of the products in your order have been dispatched. For other orders, acceptance of your order will occur and a binding contract is formed when we send the order acknowledgement e-mail.
- 5.6. **Declining your order:** If we decline your order for any products, before acceptance, for any reason, we will normally e-mail or telephone you to inform you, and give you our reasons. We may decline your order before we have accepted it for any reason at our sole discretion, and we may decline your order in whole or in part.
- 5.7. **Multiple items:** If your order lists more than one product or service then there shall be considered to be a separate and independent order and contract for each of them.

6. CONTRACT TERMS

The terms of the contract will comprise the following:

- 6.1. **General Terms:** The following general terms: (a) these sales terms; (b) the general delivery and installation information published by us, including on our website or in our catalogue, at the time of your order, setting out among other things, delivery charges, methods, installation service description, delivery locations,

timescales, and restrictions; (c) the descriptions and specifications and additional terms specified for the products in any product specification page or section on our website and in our current catalogue, at the time of your order; and (d) any terms implied into the contract by statute or rights in relation to this contract granted by any statute, unless and to the extent they are otherwise limited, varied or excluded by any other contract terms.

- 6.2. **Order Specific Terms:** The specific terms of your order (including description and quantity of products ordered, price and other delivery charges applicable, your details, delivery address, billing address, and payment method and details) set out in the checkout webpages (for website orders) generated by our website and sent to your web browser, or (for order form orders) in any printed catalogue order form submitted by you, or (for telephone orders) as agreed orally in your telephone call with us; in each case, as may be confirmed by us in any written acknowledgement or acceptance of your order which we send to you. If you are a business, no terms proposed by you shall apply to the contract, including any standard terms of purchase of yours.

7. SALE AND PURCHASE

On acceptance of your order, we agree to sell to you and you agree to purchase from us the products specified in the contract terms.

8. DESCRIPTION

Under the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982 it is an implied term in the contract that the products will correspond to their description. The description is essentially as set out in our website and catalogue at the time of order, but there may be minor variations in specification, colour or other features between that description and the product received.

9. FREE GIFTS AND QUALIFYING SPEND PROMOTIONS

Where you order any products which are promised to come with free gifts: we reserve the right not to supply the free gift; if you submit an order for two or more products that come with free gifts, or multiple orders for products which come with free gifts, we reserve the right to limit the number of free gifts you receive to such number as we may decide in our sole and absolute discretion; and all free gifts must be returned by you if you return the products for any reason other than our breach of contract. Where there is a qualifying spend promotion, stamps and gift cards are specifically excluded from calculating qualifying spend in relation to any promotions, discounts or free gifts.

10. CHARGES AND VAT

You agree to pay the price, delivery charges and any other charges stated in the order specific terms. You are obliged also to pay VAT on all charges, at the same time as the charges. If you are a consumer all stated charges are inclusive of VAT; and if you are a business, all charges are stated exclusive of VAT.

11. PAYMENT TERMS

- 11.1. **Payment With Order:** Payment of the price, delivery charges, and any other charges and amounts payable under the contract must be made on order.
- 11.2. **Payment Currency:** You must pay in the currency in which the price, delivery charges, and any other charges are stated by us.
- 11.3. **Payment Methods:** We accept payment by such cards and other methods as may be stated on our website or in our catalogue from time to time. If you send payment by post, then you take the risk of the theft, loss or damage of your payment instrument in the post.

- 11.4. **Default Time For Payment:** Unless clause 11.5 applies, the price, delivery charges and all other charges are payable on order, and we are not obliged to process your order or dispatch any products until payment in full has been received by us. You authorise us to take payment from any card or other payment service for which you have provided details, at the time of, or at any time after you have submitted, your order, whether or not the order has been accepted by us and a contract formed. If your payment cannot be collected or is not authorised by your card or payment services provider for any reason we will tell you.
- 11.5. **Credit Accounts – Businesses:** If you have a credit account with us, and your indebtedness to us at the time of your order, plus the amounts payable under this order, is less than any applicable credit limit specified by us from time to time or agreed with you from time to time, then your payment will be due within 30 days (or such other period we may have agreed in writing with you) after the date of your order, and you authorise us to take payment from any card or other payment service for which you have provided details on or after the last working day of that 30 day period.
- 11.6. **No Set-off – Businesses:** You must make all payments in full without set-off, deduction, counter-claim, or withholding.
- 11.7. **Interest – Businesses:** If you fail to pay any amount on time, then we shall have the rights set out in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended or replaced). If that act does not apply, then we may charge you, and you shall pay on demand, daily interest on the overdue amount such interest to run from the date when you should have paid it until the date you actually pay it (both before and after we obtain any court judgement) at the per-annum rate of 8% over the Bank of England base rate from time to time.

12. DELIVERY

- 12.1. **Delivery Address:** Delivery of the products will take place at the delivery address. Please note that we only deliver to addresses located within the Republic of Ireland (excluding Northern Ireland) and such other places as may be stated in any delivery information on our website or in our catalogue.
- 12.2. **Delivery Days:** We only deliver on working days, being Monday to Friday, excluding public and bank holidays, within the working hours specified on our web site, or if not specified, between 8am and 6pm. Any statements as to delivery within a number of days should be read as working days, and if a bank or other public holiday falls within any delivery period then you should allow an extra two working days for delivery.
- 12.3. **Delivery Timescales:** We will use reasonable efforts to deliver the products by the delivery dates or within the delivery timescales stated in the other contract terms. If no delivery date or timescale is stated, then delivery will be made without undue delay and no later than 30 days beginning with the day the contract was entered into. If we are not able to make a delivery date, we will let you know, and offer you an alternative delivery date.
- 12.4. **Force Majeure:** We are not responsible for delay in supplying or delivering or failure to supply or delivery any products if due to unforeseen events beyond our reasonable control. We will let you know as soon as possible if there is going to be a problem in supplying the products, and give you an opportunity to cancel your order, in which case we will refund all amounts paid by you to us under the order, or give you an opportunity to continue with the order if possible, in which case we will agree with you a revised time for delivery as soon as we are in a position to continue performing the order.
- 12.5. **Instalments** We may make delivery of the products by instalments, for instance where all of the products are not in stock. This will not affect your rights to cancel or terminate the contract.
- 12.6. **Failure to Receive the Products:** If delivery is attempted within our stated delivery hours and you are not present to collect the products or you unreasonably refuse to take delivery of the products, then we may abandon the delivery attempt, charge you our direct costs of returning the products to the depot, a reasonable storage charge, and another delivery charge for re-delivering the products at another time. We will give you

the option of collecting the products from our depot or requesting further delivery attempts at further delivery charge. We will store the products for a maximum of 2 months, after which we may sell the products and (if we have not refunded to you the price for the products) account to you for the proceeds less our reasonable storage costs and any other amounts which you are liable to pay us.

- 12.7. **Delivery Note:** All deliveries must be signed for before our carrier will release them to you. Signing for delivery is for simple proof of receipt purposes and will not affect any of your other rights. Please make sure you keep the packing list enclosed with your products, as this will be important if you are returning the products later on.
- 12.8. **Installation:** Unless an installation service applies to the products, you will be responsible for unpacking, assembly and putting together, installation and commissioning of any products. If our installation service applies then we will provide such service in accordance with our stated description.
- 12.9. **Inspection on delivery:** You should check that you have received all of the products you ordered, and inform us as soon as you can if you think anything is missing or think anything is damaged or not in working order. If you are a business customer, you must inform us by the next working day after delivery has been made if you do not think you have received the products ordered, otherwise all products purported to be covered by the delivery shall be deemed to have been delivered. If you are a business customer, you must inform us within 10 working days if you consider that the products are faulty or damaged, otherwise the products will be considered to have been correctly delivered, free from damage or faults and in good working order, except for any damage or fault you could not have discovered on reasonable inspection of the products.
- 12.10. **Retention of Title:** Title to the products passes to you when risk passes below, unless the price or any other amount payable by you is outstanding at delivery, in which case title is retained by us until you have paid in full the price and all other amounts payable under the contract. You agree that we may still sue for the price, notwithstanding that title has not passed. You also agree that your right to possession and use of the products shall cease if any amount payable by you under the contract becomes overdue, or you enter into bankruptcy, liquidation or administration, and that we shall be entitled to enter any premises where the products are kept for the purposes of repossessing them. Title to the products shall revert to us when you exercise any right to reject the products, cancel the contract or otherwise return the products to us.
- 12.11. **Risk:** Risk in the products shall pass to you when they come into your physical possession, or any person identified by you to take possession of the products, or any carrier you commissioned to collect the products from us and transport them to you, or our courier service hand over the products to any person who you authorise to collect them from a postal or courier service, or we leave the products at a place or with a person in accordance with any express delivery instructions received from you. Risk in any returned products shall pass back to us when they come back into our physical possession, or any person identified by us to take possession of the returned products, or any carrier commissioned by us collect the products from you and transport them back to us.

13. CANCELLATION RIGHT

13.1. **Introduction:** Where you are a consumer, then you have the right to cancel the contract for any products without giving any reason, under the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 (the "**Cancellation Regulations**"), on and subject to the terms detailed below. This right is in addition to your statutory rights for faulty or mis-described products. If you are a business then we also give you a right to cancel the contract for any products without giving any reason in accordance with the terms detailed below.

13.2. Restrictions

13.2.1 **All Customers:** Your cancellation right does not apply to the following products (unless such exceptions are not permitted by the Cancellation Regulations): where our website or catalogue states that the cancellation right does not apply to that product; gift cards; products made to your specifications or personalised for you,

such as personalised stationary, labels and forms, and stamps; sealed audio or video recordings and sealed computer software packages, if the seals are broken after delivery; stamps; and products liable to deteriorate or expire rapidly.

13.2.2 Business Customers: If you are a business, your cancellation right does not apply to the following products: furniture; services; products that have been assembled after delivery, including by us under our installation service; used products, other than use simply to test that they work and are in the condition required by the contract; products not returned with all packaging, contents, documents, and other items supplied with or as part of the products, including any free gifts; products damaged or marked in any way after delivery; and products not returned in a resalable condition (being resalable for at least 80% of the price they were sold to you) due to anything occurring after delivery; or products title to or possession of which has been given by you to a third party.

13.3. Cancellation Deadline: You may exercise your right to cancel at any time up to the time stated below (the "**cancellation deadline**"). The cancellation deadline is 30 days after delivery of the products. For consumers, the Cancellation Regulations in fact allow you only 14 days, but we agree to extend this to 30 days as an additional benefit to you. If the contract covers multiple products, then the cancellation period runs from the delivery of the last of those products.

13.4. How to exercise your right to cancel

13.4.1 Informing us: To exercise your right to cancel, you must inform us of your decision by a clear statement to us. If you are a business customer, that statement must be in writing.

13.4.2 When you must inform us: If you are a consumer, it is sufficient to meet the cancellation deadline if you send your statement before the cancellation deadline, even if we do not receive it until after the cancellation deadline. If you are a business, we must receive your statement before the end of the cancellation deadline.

13.4.3 Methods of informing us: You can exercise your right to cancel in any manner you decide, but we would prefer one of the following: following the instructions for returns in the documentation supplied with your products on delivery; e-mailing us, telephoning us, or contacting us using any details on our website at <http://www.vikingdirect.ie> or writing to us at 10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland quoting your order reference number. You may use the model cancellation form, below, but it is not obligatory:-

Model cancellation form

To: Viking.

[I/We] hereby give notice that [I/We] cancel [my/our] contract of sale of the following products:

Product Name: []

Ordered On: []

Received On: []

Customer Name: []

Customer Address: []

Signature

(only if this form is notified on paper),

Date: _____

13.4.4 **Order reference number:** It will save time if you can supply us with your order reference number when you cancel, but don't worry if you are not able to find this.

13.5. **Return of the products and costs of return:** If the products have been delivered, then you must return the products to us in accordance with the following arrangements. Return of the products includes all packaging, contents, documents, and other items supplied with or as part of the products, including any free gifts.

13.5.1 **When products must be returned by:** You must return the products to us without undue delay, and in any event not later than 14 days after you informed us of your decision to cancel.

13.5.2 **Return of the products by you:** Subject to clause 13.5.3, you must send the products back to us at an address in Ireland we specify.

13.5.3 **Collection by us:** We may at any time request to collect the products from you, and in such case you must make the products available for collection when requested by us, in accordance with such reasonable arrangements as we may specify. If we send you a pre-paid package (e.g. a jiffy bag) to return the products to us in, then you must return the products using any such package.

13.5.4 **Costs of returning the products:** You must bear the direct cost of returning the products to us, including our direct costs of collecting the products from you. If we incur any such costs, then you shall reimburse us these costs. If you do not hand over the products when arranged, then we may also charge you our direct costs for each failed collection attempt. You agree that that we may deduct such costs from any refund which we are obliged to make to you.

13.5.5 **Risk and insurance of products:** The products are at your risk until they have been returned to us, and accordingly we recommend that you insure the products accordingly.

13.6. **Condition of products returned:** If you handle the products beyond what is necessary to establish the nature, characteristics and functioning of the products then you are obliged to pay to us the amount by which the value of the products has been diminished as a result, up to, but no more than, the original price of the products. This includes if you return the products with damage that was not present on delivery, or missing anything that was present on delivery. You agree to pay such amount on demand, and you agree that that we may deduct such amount from any refund which we are obliged to make to you.

13.7. **Service Contracts:** If any services are being purchased under the contract, then you confirm that you request the services begin before the end of the cancellation deadline, and you agree that if you subsequently cancel, you shall pay us an amount for such services which is in proportion to what services have been performed until you cancelled, in comparison with the full coverage of the contract. You agree to pay such amount on demand, and you agree that that we may deduct such amount from any refund which we are obliged to make to you.

13.8. Refund

13.8.1 Amount of Refund

13.8.1.1. **Consumers:** If you are a consumer and you cancel this contract in respect of a product, we will reimburse to you all payments received from you under the contract with respect to such product, including the price, delivery charges and any other charges; but if you chose a type of delivery which costs more than the least expensive type of standard delivery offered by us for your delivery address, then we will not be obliged to refund you any additional delivery charges in excess of the cost of such standard delivery.

13.8.1.2. **Businesses:** If you are a business consumer and you cancel this contract in respect of a product, we will reimburse to you the price paid by you with respect to such product, but not any delivery or other charges paid by you, and not any VAT paid by you.

13.8.1.3. **Deductions from refund:** We may deduct from your refund the amounts detailed in this clause 13, including the costs of return of the products and any diminution in the value of the products. You will not incur any fees as a result of the reimbursement. 13.8.2 When your refund will be given.

13.8.2 When your refund will be given

13.8.2.1. **Consumers:** If you are responsible for sending the products back to us, then we will provide the refund without undue delay, and not later than the earliest of the following dates: 14 days after the day we receive the products back from you; 14 days after the day you provide evidence that you have sent the products back to us; and (if the products have not been delivered) 14 days after the day on which we are informed about your decision to cancel. However, if we originally offered to collect the goods, rather than requiring you to send them back, then we will make the refund within 14 days of the day you informed us of your decision to cancel.

13.8.2.2. **Businesses:** We will provide the refund within 30 days after receiving all of the cancelled products back from you.

13.8.2.3. **How your refund will be given** We will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, or it is not possible.

13.9. **Invalidly Returned Products:** If you are a business, you cancel, and we subsequently discover or prove that you had no right to cancel, then: (a) such cancellation shall cease to have effect; (b) you must continue to pay the price, delivery charges and other charges for the products, and repay any refund given; (c) you must arrange for collection of the products from us; (d) we may make a reasonable storage charge, and we may make an additional charge for redelivery of the products to you; and (e) if you have not collected or taken redelivery of the products within 2 months, then we may sell the products as your agent, and account to you for the proceeds (if we are retaining the price for the products), less costs of sale and any amounts payable by you to us.

14. WARRANTY

14.1. **Manufacturer's Warranty:** Where the products include a manufacturer warranty or guarantee which the manufacturer of the products offers direct to its end-customer, then it is your responsibility to register that manufacturer warranty with the manufacturer, following any instructions which come with the products, and we do not assume any liability or responsibility ourselves under such warranty. Any claims you make under it must be made directly by you to the manufacturer.

14.2. **Statutory Rights:** We do not exclude any terms implied by statute in relation to the products, or statutory rights in relation to products which do not conform to the contract at the time of delivery, including under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, but we do limit our liability under those terms and rights as stated in clauses 15 and 16 below. Your main rights are summarised below for information purposes only:-

14.2.1 **All Customers - Implied Terms:** Statute implies terms into the contract that we will pass good title to the products, that the products will comply with their description, that the products will be of satisfactory quality, and that the products will conform to any sample provided.

14.2.2 **All Customers - Rejection and Refund:** If the products were not in conformity with the contract at the time of delivery, you may, depending on how serious it is, be entitled to reject the products and

claim a refund, provided you do this as soon as you have had a reasonable opportunity to examine the goods.

14.2.3 All Customers - Financial Compensation: If the products were not in conformity with the contract, you may also have a legal right to ask for financial compensation (damages) for loss you suffer, subject to clauses 15 and 16 below.

14.2.4 Consumers Only - Repair or Replacement: If you are a consumer you may have certain additional rights under statute, which we summarise as follows for information: If the products were not in conformity with the contract at the time of delivery, or if they do not conform to the contract within 6 months after delivery, you may also be entitled to ask us to repair or replace the products, at our cost, within a reasonable time and without causing significant inconvenience to you. We are, however, only obliged to repair or replace the products where it is possible, and it is not disproportionate when compared with the following: repair (if you ask us to replace), replacement (if you ask us to repair), giving you a partial refund, or your cancelling the contract and getting a full refund. If we do not provide a repair or replacement remedy, or we undertake to repair or replace and fail to do so within a reasonable time, then you may either (a) elect to keep the products and ask for an appropriate partial refund; or (b) elect to return the products for a full refund. We can only replace products like for like, subject to availability. If repair or replacement is not possible or is disproportionate, or we fail to repair or replace the products within a reasonable time at our cost, you may keep the products and ask for a reduction in price, or cancel the contract and get a full refund. If you return the products for a full refund, we are entitled to reduce any refund to take account of any use you have had of the products since they were delivered to you.

14.3. Third Party Services: If we are to supply you a third party service (including an warranty, plan, or pack), then our obligation is only to either (a) procure for you a contract for such third party service as your agent, or (b) arrange for you to be able to purchase a contract with that third party for those service. In either case, we shall not be liable for their performance of that contract or failure to provide their services, and you must bring any claims solely against them.

15. OUR LIABILITY TO CONSUMERS

We shall not be liable to you (including under or for breach of the contract or in negligence) for: (a) any loss of profits or other losses relating to any business; (b) for any losses which were not foreseeable by us when the contract was made; or (c) for any losses which were not caused by any breach of the contract or any negligent or unlawful act or omission by us. We do not exclude or limit any liability which we may have to you: (a) for death or personal injury; (b) for loss or damage to property; (c) for fraud or fraudulent misrepresentation; or (d) to refund any payments made by you under the contract.

16. OUR LIABILITY TO BUSINESSES

The following terms apply if you are a business:-

16.1. Limitations and exclusions: In this contract, references to our "liability" shall be to our liability to you under or for breach of the contract, our liability to you for negligence, breach of statutory duty, tort, or accidental or negligent misrepresentation, and any other liability we may have to you whatsoever and howsoever arising under, in connection with, or in the course of performing, the contract, or in connection with the products. Our total liability for all events giving rise to liability to you in aggregate for all such events shall be limited to an amount equal to the price, delivery charges and other amounts payable by you under the contract as ascertained at the time of your order. We shall have no liability to you for: loss of revenue, bargain, profit, anticipated savings, contract, business, expectation, use, production, or goodwill; any costs, expenses, liabilities, or commitments wasted, suffered, incurred or entered into in reliance on the contract; any costs of purchasing substitutes or replacements for the products elsewhere; any special, indirect or consequential losses; your liability to any third party; or loss or damage suffered by any third party. Notwithstanding any

other contract term, we do not limit or exclude our liability to you for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

- 16.2. **Claims Limitation Periods:** We shall not be liable in respect of any products missing from a delivery, and all products purported to be in a delivery shall be considered to have been delivered in full, if you do not notify us otherwise by the end of the next working day following the day of delivery. We shall not be liable in respect of any damage to any products present on delivery if you do not notify us of such damage within 10 working days after delivery of the products has been made. We shall not be liable for any other non-conformity of any product with this contract (including faults and defects), if you do not notify us of such non-conformity within 10 working days after delivery (if such fault or defect was discoverable on reasonable inspection at the time of delivery), or within 3 months after the delivery of that product in any other case; and we shall not be liable for any non-conformity of any product identified or arising after the end of that 3 month period. If any product is not in conformity with the contract, then our liability shall only be with respect to that product, and you may not return, and you shall continue to pay for, all other products. You shall give us a reasonable opportunity to repair or replace any non-conforming product, at our option, before exercising any right to reject the product. You shall pay our reasonable costs incurred in investigating any claim that a product is missing or not in conformity with the contract, if such claim is not proved by you.

17. VIKING RIGHT TO CANCEL OR VARY

We shall be entitled to vary the contract, or to cancel the contract, as a whole or in respect of any products, at our option, if any of the following applies: we do not have the products in stock at all or in a fit state to supply to you; or we find we not have sufficient products in stock to meet all our orders from all our customers; or the cost of acquiring the products to supply to you is higher than when your order was accepted by us; we are not able to obtain the products from our suppliers at all or in time to meet the delivery timescales; the contract terms (including our website or catalogue, or your order) contained any error, including in relation to the description or price of any of the products; or we have not received payment in full of or are unable to obtain authorisation for payment of the charges and other amounts payable by you; you do not meet any minimum age requirement for ordering; or if you are purchasing the products with a view to reselling them. If we propose to vary the contract, we will give you an offer to continue with your order subject to such variations as we propose, in which case we will identify any variations (including any proposed changes to the products, the price and delivery charges, and delivery timescales) and we will state how long that offer will remain open; and if you do not accept our offer, then the contract will be deemed to be cancelled. If the contract is cancelled under this clause 17: you must return to us any products supplied to you under the contract in an unused and unopened condition (at our cost if you are not at fault); and we will offer you a full refund for the products cancelled, subject to receiving back from you any products supplied in the condition required by this clause.

18. DELIVERY

- 18.1. We will try to ensure your delivery arrives on time. Sometimes, due to circumstances beyond our control, deliveries are delayed. Should this happen we will do our level best to get your goods to you as soon as possible and minimise any inconvenience. Unfortunately, we cannot take responsibility for any consequential losses.
- 18.2. An order of €75* (excl. VAT) or more is delivered free anywhere within Ireland. Orders below this will have a delivery charge added of €5 (excl. VAT). *Postage stamps are exempt from free delivery limit.

19. PRIVACY

To ensure you receive the best service available some calls may be monitored or recorded for training purposes. We occasionally share our customer list with other carefully selected companies outside the group for sales and marketing purposes.

20. PRICE PROMISE

The Viking Price Promise applies where products are exactly the same, in stock at the alternative supplier and available under a current equivalent offer. Evidence may be requested.

21. OFFERS

We try to avoid any printing errors in catalogues. Should one occur, we would advise you when ordering and proceed with the correct details. Offers in this catalogue are not available to wholesalers or resellers of office supplies. We try to ensure that we have adequate stocks of all regular and promotional products. However we may at times need to substitute or withdraw promotional items. Substitutions will be of an equal or higher value. We will endeavour to advise you at the time of ordering. The prices set out in catalogues are correct at time of going to press. We will advise you of any price alterations applicable. This does not affect your other rights.

22. PROTECTION PLUS FOR YOUR PIECE OF MIND

Protection Plus offers you the benefit of added security and peace of mind on all your office supplies purchased from Viking Direct. It provides you with a no quibble 12 months returns policy. No lengthy claims procedure or hassle. If you wish to return a product for whatever reason, call Customer Service and your replacement item will be sent to you when we have all information we request. It is as simple and straightforward as that. To take advantage of Protection PLUS a small optional charge will be automatically applied to your order. If you require further information about this benefit, please contact Customer Service and a member of the Viking team will be happy to help you.

23. FORCE MAJEURE

We shall not be liable to you for non-performance or late performance of the contract due to any matter beyond our reasonable control, including (without limitation) war, threat of war, terrorism, riot, civil commotion, public demonstration, blockade, or sabotage, the act of any government, government authority or legislature, industrial action (including our own employees), lightning, fire, explosion, storm, flood, earthquake, accumulation of snow or ice, or drought, shortages (including of fuel, utilities, and raw materials), vandalism, theft and other criminal action, interruption or failure of utilities, or anything of a similar nature affecting our carriers, sub-contractors or suppliers. If any such events mean that we have insufficient stocks or supplies to meet all of our contracts with you and other customers, we may decide in our sole discretion which contract to fulfil.

24. ASSIGNMENT

- 24.1. **Assignment by Viking:** We shall be entitled to assign the benefit of the contract and any debts under the contract.
- 24.2. **Assignment by consumers:** If you are a consumer, and, after you have paid for the products and they have been delivered to you, you decide to sell the products to someone else who is a consumer, you may sell with the products the benefit of your implied terms and statutory rights (as referred to in clause 14.2) in relation to the products, but we shall be entitled to ask for reasonable written proof of the sale from any purchaser before we will be liable for any claims from any purchaser. Your ability to transfer any manufacturer warranty or guarantee that comes with the products is subject to the terms of that warranty or guarantee. Except as permitted above, you may not transfer the benefit of the contract or any rights under it to anyone else without our prior written consent, and you may not transfer your cancellation right detailed in clause 12.
- 24.3. **Assignment by customer:** If you are a business, you may not assign, transfer, charge, or declare a trust over the benefit of the contract or any rights under it to anyone else without our prior written consent.

25. GENERAL

- 25.1. **Entire Agreement:** The contract terms constitute the entire agreement between you and us for the sale and purchase of the products. No other communications or representations between you and us, whether written

or oral, shall bind us, and you acknowledge that you have not relied on any representations from us in entering into the contract which do not form part of the contract documents. Any variation or alteration to the contract terms shall only be binding upon us if made in writing and signed by a director of Viking. No employee, other than a company director, has authority to change the terms of the contract.

- 25.2. **Third Party Rights:** The contract shall not benefit or be enforceable by any person other than you and us.
- 25.3. **Sub-contracting:** We may sub-contract our obligations under the contract.
- 25.4. **Invalid Terms:** Each of the terms of the contract is separate and severable, and if any term is held to be void or invalid, it shall be severed, and the remaining terms shall continue in full force.
- 25.5. **Waivers:** We may on occasion, at our sole and absolute discretion, decide not to exercise or wait before exercising our rights. If we do so, we shall still be entitled to insist on the strict terms of the contract later on.
- 25.6. **Costs of Claims:** If you are a business, you shall pay all our legal costs (on a full indemnity basis) and other fees, costs and expenses incurred in enforcing and recovering any payment due from you under this contract, and in recovering any products which you are obliged to return to us.
- 25.7. **Law and Jurisdiction:** The contract and all non-contractual obligations arising out of it shall be governed by the laws of Ireland. You agree to exclusively bring any claims against us relating to this website or any non-contractual obligations arising out of it in the courts of Ireland.