

MALLORY INTERNATIONAL MIL & MIE - Terms and Conditions of Business

Terminology

1. Mallory International may use the following terminology within business correspondence with clients:

1.1. 'Mallory' means the company Mallory International who may be referred to in this document as Mallory, the Company, the Consolidator, or the Service Provider.

1.2. The 'Suppliers' will refer to either the client preferred supplier of goods from whom Mallory may be directed to purchase goods from on behalf of a client, or a supplier known, appointed, and trusted by Mallory who will supply goods as ordered by Mallory on behalf of the client.

1.3. 'The Client' or 'Clients' refers to any Individual, Group, School, Company, or Organisation who engage Mallory for a paid service.

1.4. 'Shipping Agent' or 'Freight Forwarder' or 'Logistics Company' will refer to the company appointed by Mallory that will transport Mallory ordered goods from Mallory to the Client and a combination of transport services may be required depending on geographical location and availability at time of delivery.

1.5. 'Clearing Agent' refers to any individual or company that is appointed by either the client or Mallory for reason of customs clearance at the international port of entry of any orders supplied by Mallory.

1.6. 'Consolidation' will refer to the service of bringing together orders from all 'suppliers' to the Mallory warehouse and shipping together (Consolidating). Also, the consolidation of digital products onto one of Mallory's aggregate eBook platforms.

1.7. 'Purchase Order (PO) Reference & Classroom Ready Packing' Refers to the order of reference of packed goods as directed by the 'client' and reflected on the box and packing labels to show either Department, Class, Subject or Name to determine focused and accurate packing and identification on arrival at client destination.

1.8. 'Proforma Invoice' or 'Invoice' refers to a document issued by Mallory to request payment from the client

1.9 'Governing Law'. Mallory Contracts are subject to the laws of England and Wales, or in the case of Mallory International MIE DAC the laws of Ireland, unless specifically agreed otherwise. If arbitration is agreed, it shall be by the ICC International Court of Arbitration.

Terms of Business

2. Services: Mallory provides the following services:

2.1. Procure, receive, and consolidate all supplies on behalf of the client from all the individual suppliers

2.2. Liaise with all suppliers on behalf of the client for delivery to Mallory

2.3. Trouble-shoot any problems on behalf of the client

2.4. Check products are correct as per order and observe for any signs of damage at point of delivery.

2.5. Damages received at the UK warehouse will be reported to the supplier by Mallory as necessary and replacements sought.

2.6. Keep the client fully informed of progress throughout the entire process

2.7. Sort and professionally re-pack client supplies into 'Classroom Ready' order as requested. This means organising all ordered supplies into boxes labelled for Department, Subject, Class, or individual teachers names

2.8. Clearly labelled boxes for easy identification on arrival at client appointed destination.

2.9. Organise the transport of the consignment from Mallory to the client specified delivery location.

2.10. Offer information on potential export / import issues.

2.11 A high level of research at quotation stage to ensure that the most reliable and detailed information is available to customers from the offset.

2.12 The option to use one of Mallory's eBook platforms, should a customer prefer a digital option.

3. Ordering Supplies: Mallory will offer its supply services to clients based on the following conditions:

3.1. Mallory will accept a purchase order from the client for education materials, books, eBooks, and furniture; chosen by the client from the vast range of educational suppliers and publishers. A quotation will be provided upon request.

3.2. All orders will be placed initially with the supplier chosen by the client, however, due to any non-availability at time of order, Mallory will endeavour to supply a suitable alternative product should your chosen product not be available and inform the client accordingly.

3.3. The client's full order will be received at the Mallory warehouse, to eliminate any errors in the items supply, and check for damages on receipt and rectify on the client's behalf, Damages that have occurred in transit from the supplier to Mallory, will be identified and corrected before they are dispatched to the client. Mallory will not be responsible for damages sustained during transit from the Mallory premises or initial delivery point unless the relevant incoterm is a 'D' incoterm.

3.4 An order placed by the client may not be withdrawn, cancelled, or altered after the order confirmation and acceptance by Mallory which constitutes a contract binding to both parties, subject to Mallory's terms and conditions of supply.

4. Packing and dispatch: Mallory will offer its packing and dispatch services to clients based on the following conditions:

4.1. Client orders will be professionally re-packed to 'classroom ready' specification, the client is required to advise Mallory of the purchase order reference i.e. teacher name, subject name,

department etc. and Mallory will pack each order in accordance, to allow easy distribution at destination.

4.2. Mallory will endeavour to deliver the goods to the client by the required deadline, subject to freight lead times and local customs clearance. If the client orders are complete before this timeframe Mallory will contact the client to arrange an earlier delivery if required.

4.3. Mallory will work to consolidate all orders and dispatch to specific delivery requirements; consolidation of orders may save the client on freight costs. However, if an urgent order is required before all other orders are complete, Mallory will extract those products from the main order and dispatch separately at an additional cost to the client.

4.4. If the order is held over at the Mallory Warehouse beyond the original deadline date at the request of the client, then a further storage fee may be levied based upon duration of stay and size of consignment, this will be required to be paid before the shipment is released.

5. Payment terms:

5.1. Responsibility for costs of transit and taxation will be as per the quoted Incoterm. Freight, clearance, and local delivery may be included in item costs, or may be charged separately, by mutual agreement. They may be quoted in advance, but where they are invoiced based on actual cost, a handling fee not exceeding 10% of that cost may be included.

5.2 Title to goods does not transfer until payment in full has been made.

6. Delivery

6.1. The client will provide Mallory with their individual shipping/delivery requirements, and these will be agreed at point of order. The order will be dispatched directly from Mallory premises to the specified delivery address.

6.2. For shipments where shipping containers are required; Mallory will load and oversee the sealing of the container before departure from Mallory premises.

6.3. Mallory will not accept any responsibility for the actions of the 'shipping company' or for any unforeseen delays due to breakdown, sea or air delays or any other actions which would reasonably be accepted as outside of Mallory control.

6.4. If shipping DAP and DDU, it is the responsibility of the Client(s) to ensure that they are in possession of any certificates and permissions which may be required under their individual country import laws, to cover the items requested, supplied, and shipped by Mallory.

6.5. Mallory will liaise and direct all aspects of transport / shipping of your supplies unless directed otherwise. Mallory will not accept responsibility for the actions of any third or other party involved in transit of goods once the supplies have left the Mallory premises or accept responsibility for actions reasonably deemed to be out of Mallory's control.

6.6. Mallory is not responsible for, nor has any control over the arrival handling and unloading of supplied goods. All unloading and handling is the client's full responsibility.

7. Returns Information

7.1. Mallory will check client orders at time of receipt from supplier to minimise supply errors.

7.2. Mallory will check that the product code/ISBN of the product received matches the one on your original purchase order. In case of any queries, where the code matches but the Title/description differs, Mallory will check with the client before packing. If the product is incorrect, it will be returned to the supplier in UK and the correct product ordered.

7.3. The client must inform within 7 days of the product being received at the specified destination, if it is deemed as the wrong product due to insufficient description or any other inaccuracy, Mallory will investigate the full order history of the item(s) and decide on an appropriate course of action. Each outcome will be dealt with on an item-by-item case.

7.4. Due to the nature of overseas business and the timelines for delivery, the statutory returns policy for goods in the UK is often passed. Mallory has a limited negotiation agreement with many but not all suppliers to extend the return policy deadlines, but this is affected by client location, elapsed time and item type.

7.5. Mallory meticulously checks all items for damage, at no charge to the client, before any item leaves the warehouse. Damage in transit is covered in para. 7.4 to these Terms and Conditions relating to insurance of goods.

7.6 Mallory will attempt to negotiate with suppliers on your behalf to settle any dispute or grievance but take no financial responsibility for refund when all Mallory Terms of Business have not been met.