

## Terms & Conditions

### 1. Definitions

- i. 'Buyer' means the person who buys or agrees to buy the goods from the seller.
- ii. 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller.
- iii. 'Delivery Date' means the date specified by the seller when the goods are to be delivered.
- iv. 'Goods' means the articles which the buyer agrees to buy from the seller.
- v. 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT.
- vi. 'Seller' means COMPLETE BUSINESS SOLUTIONS (UK) LTD – TRADING AS COMPLETE BUSINESS SOLUTIONS.

### 2. Conditions Applicable

- i. These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar documents.
- ii. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- iii. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.
- iv. Any variation to these Conditions (including any special term and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller. No other agent or representative of the Seller has any authority to vary or omit these conditions in whole or in part.

### 3. The Price and Payment

- i. Unless a specific alternative price is agreed prior to deliver the Price of the Goods shall be the price stipulated in the Seller's published price list current at the date of delivery of the Goods. The Price is exclusive of VAT which shall be due at the rate ruling on the date of VAT invoice.
- ii. Payment of the Price and VAT shall be due in full without set-off or counter claim on the last working day of the month following the end of the month in which the Goods are delivered or the invoice issued whichever is the earlier. Time for payment shall be of the essence.
- iii. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of [2%] above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement. The Buyer will also reimburse the Seller for all costs and expenses including solicitors costs incurred in the collection of any overdue amount and whether or not legal proceedings are commenced.
- iv. If the buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may:
  - Suspend or cancel deliveries of any articles due the Buyer; and/or
  - Appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.
- v. Further miscellaneous provisions:

- All purchases must be made in pack sizes as in our published price list.
- Payment terms in respect of export orders shall be agreed in writing prior to delivery.

#### **4. The Goods/Warranties and Liability**

- i. The seller warrants that the Goods will at the time of delivery correspond to the description given by the seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.
- ii. Notwithstanding clause 4.i all drawings specifications product finishes and colour shades in the Sellers catalogue literature and advertisements are approximate and do not constitute a trade description.
- iii. The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality of fitness for purpose of the Goods.
- iv. All terms, conditions and warranties (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise (other than those express warranties set out in the current edition of the Seller's specification) relating to the quality and/or fitness for purpose of the goods or any of the Goods are excluded.
- v. Subject to clause 4.4 the Sellers liability to the Buyer shall not in any event exceed the Price and further the Seller shall not be liable for any indirect or consequential loss suffered by the Buyer.

#### **5. Delivery of the Goods**

- i. Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for Delivery.
- ii. The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
- iii. Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered and any time within 1 month of the Delivery Date.
- iv. The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
- v. Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the buyer to treat the Contract as a whole as repudiated.
- vi. The failure of the Buyer to pay for any one or more of the said instalments of the Goods on the due dates shall entitle the Seller ( at the sole option of the Seller):
  - Without notice to suspend further deliveries of the Goods pending payment by the Buyer; and/or
  - To treat this contract as repudiated by the Buyer.
- vii. Unless quoted otherwise delivery is without charge.

#### **6. Acceptance of the Goods**

- i. The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.
- ii. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract
- iii. No claims for shortages or picking errors will be accepted unless received in writing quoting the delivery note number within 48 hours of delivery of the Goods.
- iv. Claims in respect of non-delivery shall be made in writing within 7 days of receipt of invoice to which they relate failing which delivery will be deemed and payment will be due in accordance with these conditions.
- v. Damage to any of the Goods must be notified in writing to the seller within 48 hours of delivery. Any goods rejected by the buyer as damaged must be retained in the original packaging and made available for inspection by the Seller or its authorised agent.

#### **7. Return of Goods/Cancellation**

- i. Save as agreed by the seller in writing and in its own absolute discretion no Goods shall be accepted for return.
- ii. In the event for acceptance for return of standard items a handling charge of 25% of the Price may be made at the discretion of the Seller. Customised orders will be charged at the Price and notwithstanding return of the Goods.
- iii. Risk in the Goods to be returned shall remain with the buyer until received or collected by the Seller.
- iv. With the consent of the Seller and subject to 7 days notice prior to the Delivery Date orders for Goods (other than customised goods and specials) may be cancelled or deferred but the Seller reserves the right to charge for any exceptional costs incurred as a result of such cancellation.
- v. The Seller may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

#### **8. Title and Risk**

- i. The Goods shall be at the Buyer's risk as from delivery.
- ii. In spite of delivery having been made properly in the Goods shall not pass from the Seller until:
  - The Buyer shall have paid the Price plus VAT in full; and
  - No other sums whatever shall be due from the Buyer to the Seller.
- iii. Until property in the Goods passes to the buyer in accordance with clause 8.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- iv. Notwithstanding that the goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- v. The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.
- vi. Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver

up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 8.4 shall cease.

- vii. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- viii. The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that the property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- ix. The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

#### **9. Remedies of Buyer**

- i. Where the Buyer validly rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- ii. Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- iii. The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

#### **10. Miscellaneous**

- i. Any notice required to be served pursuant to this contract of sale shall be in writing and served by first class post or by hand on the Seller at its registered office or such other address as the Seller may from time to time notify to the Buyer and on the Buyer at the Buyers registered office or principal place of business.
- ii. The Seller may licence or sub-contract all or any part of its rights and obligations under this contract without the Buyers consent.
- iii. Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

#### **11. Data Protection**

- i. We may transfer information about you to our bankers, in order for them to provide their services to us and other customers of theirs and to help them to (a) Obtain credit insurance (b) Undertake credit control (c) Undertake assessment and analysis (including credit scoring, market, product and statistical analysis) (d) Securitise debts and (e) protect their interests.
- ii. We, or our bankers may make credit agency searches in respect of your business and its principals. Please note that credit reference agencies make a record of searches which may be used to prevent fraud or money laundering or by other subscribers to make credit decisions about you.

- iii. Our bankers may give information about you and your indebtedness to the following for the purposes stated:
  - (a) Any other divisions or associated companies of theirs – for the business purposes of such divisions or companies.
  - (b) Our or their insurers – to quote for and issue any credit policy or to deal with claims.
  - (c) Any advisors acting on our or their behalf - so the advisors can carry out their services.
  - (d) Any business to whom your indebtedness or our financing arrangements with them may be transferred – to facilitate such transfer.
  - (e) To any person to whom they have a duty of disclosure or to whom the law permits disclosure.
- iv. Our bankers may make decisions about you solely using an automated decision making process, such as credit scoring, however, they will tell us (and in turn we will tell you) if they make a significant decision using other means.
- v. Our bankers may monitor and/or record your phone calls to them for training and/or security reasons.
- vi. We will provide you with details of our bankers on request, including a contact telephone number from where you can obtain details of the credit reference agencies used by them and any third parties to whom information is transferred.

#### **12. Proper Law of Contract**

- i. This contract is subject to the law of England and Wales.
- ii. The parties submit to the exclusive jurisdiction of the courts of England and Wales and irrevocably agree that proceedings issued out of the said courts may without prejudice to the rules of service of such courts be served on them by delivering such proceedings in such an envelope addressed to the party to be served at the address for such party as in clause 10.1.

#### **13. Statutory Rights**

- i. Nothing herein contained shall alter or affect the Buyer's statutory rights.

