

COMPLETE GENERAL TERMS AND CONDITIONS OF SALE

(v1.0 _ APR-23)

1. Definitions and Interpretation

- 1.1 **'Complete'** means 'Complete' as defined in the definition of Seller below.
- 1.2 **'Bespoke Goods'** means Goods marked in the Seller Catalogue or other catalogue of the Seller as to order only or any other Goods of a type or specification not commonly supplied by the Seller or Goods specifically ordered by the Customer to resell to the Buyer in accordance with the Order;
- 1.3 **'Conditions'** means these Complete general terms and conditions of sale.
- 1.4 **'Customer'** means the person, firm, company or organisation buying under and subject to these terms and Conditions.
- 1.5 **'EVO'** means EVO BUSINESS SUPPLIES LIMITED (company registered in England and Wales under company number 09060494 and whose registered office is at 1st Floor, 1 Europa Drive, Sheffield, England, S9 1XT) together with all entities now or in the future in or under its control.
- 1.6 **'GDPR'** means the EU and/or (as applicable) the UK General Data Protection Regulation(s) as may from time to time be amended.
- 1.7 **'Goods'** means the goods or products which are to be sold under any contract between the Seller and the Customer.
- 1.8 **'Seller'** means **Complete** (an **EVO** brand) being the trading and operating name of BANNER BUSINESS SOLUTIONS LIMITED a company registered in England and Wales under company number 02405637 whose registered office is at 1st Floor, 1 Europa Drive, Sheffield, England, S9 1XT.
- 1.9 **'Seller Catalogue'** means the Seller's currently published catalogue and/or price at the date of despatch of the Goods or performance of any services.
- 1.10 **'Supplier'** means any person, firm or company contracted or otherwise engaged by the Seller to supply or assist in the manufacture, supply, storage, procurement or delivery of any Goods.
- 1.11 **'Working Day'** means any day from Monday through to Friday inclusive excluding as applicable (in the relevant territory according to where the contract is to be performed / the territory in which the Goods are to be delivered) all United Kingdom and Republic of Ireland bank or public holidays.
- 1.12 Where the context requires, in these Conditions the singular shall include the plural and vice versa.
- 1.13 The headings in these Conditions are for guidance only and shall not affect the interpretation, construction or application of them.
- 1.14 Where any Act or statutory instrument or UK government or UK Government agency guidance is referred to in these Conditions, such reference shall include or shall be deemed to include any subsequently amended, re-enacted or revised version of or to such Act or statutory instrument or UK government guidance or UK Government agency guidance which shall apply.

2. Formation of contract

- 2.1 A legally binding contract shall be formed by the Seller's acceptance of an order placed by the Customer for any Goods.
- 2.2 The Seller's acceptance of any order shall be subject to these Conditions which shall override any terms, conditions or stipulations whether referred to in the Customer's order; or in any other document issued by the Customer; or in any other communication (written or oral) between the parties, unless expressly agreed in writing (email excluded) by the Seller.
- 2.3 The Seller may at its discretion add, vary or withdraw products listed in its catalogue, price list, advertisements or any other literature, at any time without notice. All reasonable efforts have been (and will be) made to ensure that the details, descriptive

information etc. in the Seller's catalogue are accurate at the date of publication. However, drawings, specifications and all descriptive literature including colour illustrations are approximate and do not constitute a trade description or an exact or actual representation (of any kind) of the Goods. All prices and product descriptions may be subject to change without notice. All descriptions and illustrations of goods in any catalogue, brochure, price list or in any other document provided by the Seller are intended for general guidance only and do not form part of any contract between the Customer and the Seller. The Seller accepts no liability for any error or omissions in such documents and the Seller cannot (and shall not) be liable in any circumstances for any loss or damage resulting from the Customer's reliance on such descriptions and illustrations.

3. Basis of sale

- 3.1 All Goods are subject to availability. The Seller reserves the right to vary or amend these Conditions at any time. Any varied or amended version of these Conditions will be published on the Seller's website (<https://www.complete.co.uk/>) and such amended Conditions shall be incorporated (by virtue of such publication and/or by reference and/or acquiescence) into any subsequent purchase(s) of any Goods by the Customer from the Seller and thereby any contract arising in respect of the same.
- 3.2 Any errors or omission in quotations, catalogues, sale literature or other documents issued by the Seller shall be subject to correction prior to, upon or after the Seller's acceptance of the Customer's order, without any liability of the Seller and the corrected price shall apply to the contract.
- 3.3 The Customer shall be solely responsible for the accuracy of all orders and if accompanying and/or ancillary services are required with the supply of Goods the Customer shall give clear instructions and shall not rely on the knowledge, skill and judgement of the Seller.
- 3.4 The Seller reserves the discretionary right to change the specification (without detracting from the quality or performance) of the Goods ordered.

4. Price and quotations

- 4.1 The price of the Goods shall be that shown in the Seller's quotation; or in the Customer's order, if accepted by the Seller; or if no price is stated, as per the Seller Catalogue. The Seller may increase the price prior to delivery, and give notice to the Customer that it intends to do so, if the increase is due to circumstances beyond the Seller's reasonable control.
- 4.2 The Seller may vary the price of any Goods at any time.
- 4.3 An extra charge may be made by the Seller to cover additional delivery costs for some direct delivery items, and for compliance with any special delivery requirements of the Customer.
- 4.4 The prices are inclusive of packaging costs but the Seller may charge for returnable pallets or containers that are either returned damaged or not returned by the Customer.
- 4.5 All prices are quoted exclusive of Value Added Tax ('VAT') or any other applicable tax, cost or levy as may from time to time apply or be brought into force by law, which will be charged at the rate in force at the time of despatch of the Goods. The prices may also exclude special / non-standard delivery or transport costs, insurance in transit and other taxes, for which the Customer shall be liable and for which the Customer shall be charged as applicable.
- 4.6 The Seller reserves the right to add a small order handling charge for orders of less than £50 excluding VAT.
- 4.7 Unless otherwise stated on the quote, the Seller's quotations are valid on the day of issue only and are subject to stock availability. Quotations are for the sole use of the addressee and the Seller reserves the right to withdraw a quotation, which has been passed by the Customer to a third party.

5. Terms of payment

- 5.1 The Customer shall pay the price in full within 28 calendar days of the date of invoice. Time for payment is of the essence in all contracts under these Conditions.

5.2 The Seller reserves the right to charge interest at the prevailing Bank of England base rate plus 4% on the amount outstanding, compounded daily, in the event of late or non-payment by the Customer, until it has been paid in full.

5.3 If the Customer has any dispute or counterclaim against the Seller, in the absence of a court judgment or order to the contrary, the Customer shall not be entitled to make any reduction in or deferment of payment because of that dispute or counterclaim without the prior written consent of the Seller.

6. Delivery

6.1 The Seller will endeavour to deliver the Goods to the place and on the date specified by the Customer; any specified delivery date/time shall be an estimate and shall not be of essence of the Contract unless expressly agreed by the parties in writing. For the avoidance of doubt, the Seller shall not be liable for any loss(es) suffered or incurred (or alleged to have been suffered or incurred) by the Customer, whether such any loss is foreseeable or not, as a result of any factor, event, occurrence or non-event or non-occurrence that is beyond the supplier's control.

6.2 The Seller shall be entitled to deliver the Goods by instalments and to treat each delivery as a contract that may be invoiced separately. If payment in full is not made to the Seller at the proper time for orders, which have already been delivered, then the Seller may withhold or cancel delivery of any other of the Customer's orders, which have not yet been delivered.

6.3 The Seller shall not be liable in any way for any losses, damages or expenses (whether direct, indirect or consequential or otherwise) suffered by the Customer due to delay or any failure to deliver the Goods to the place and by the date stated by the Customer.

6.4 Goods will be delivered to the delivery address supplied by the Customer. The Customer shall be considered to have given authority to accept a delivery on his or her behalf to any person who actually accepts delivery at the delivery address.

6.5 If the Seller, or any agent acting on the Seller's behalf, cannot deliver to the delivery address then they may either store the Goods and deliver them at a later date or return the Goods to stock and deliver similar Goods later.

6.6 The Customer is obliged to provide adequate labour and facilities at the delivery or collection address to load or unload the Goods without undue delay. The Seller will require compensation for any loss suffered arising from delivery or collection or non-delivery or non-collection of the Goods. If it is not the fault of the Seller (or its agent) that any delivery or collection is delayed or cannot be carried out, the Seller reserves the right to charge the Customer for any extra costs incurred.

7. Action upon delivery

7.1 The Customer shall inspect the Goods immediately on delivery and no claim for any picking error, any shortage or any other error in delivery which would be evident on inspection will be considered unless the Seller is notified in writing quoting the delivery note or invoice number within 3 Working Days after the date of delivery. If Goods have been damaged or supplied short, the Customer must keep those goods in one place, separate from any other goods, and allow the Seller to inspect them if it so wishes before the Seller decides what action to take.

7.2 Any claims for non-delivery of Goods shall not be considered unless notified to the Seller by the Customer in writing within 3 Working Days of the date of invoice.

7.3 In the absence of any such notification in accordance with 7.1 or 7.2 the Seller shall be deemed to have delivered the Goods and payment in full shall become due in accordance with Condition 5.

8. Damage in transit

8.1 Goods damaged in transit must be reported immediately by signing the delivery note 'Damaged on arrival' and reporting the damage to the Seller within 3 Working Days of delivery; any damaged Goods must be retained by the Customer for inspection.

8.2 If the delivery note is signed without the comment 'Damaged on arrival' the Seller cannot be held responsible for damages in transit.

9. Returns

9.1 Other than picking errors, shortages, damaged Goods or warranty claims, all other return requests are agreed solely at the Seller's discretion and may only be agreed within 28 days of delivery. Goods duly accepted for return at will (at the Seller's absolute discretion) must be returned subject to them being received in an immediately re-saleable condition and may be subject to a re-stocking fee or deduction from any subsequent refund if the Goods have been handled to the extent they cannot reasonably be held out as new and unused.

9.2 All returns must be authorised by the Supplier and the Customer should obtain a collection reference. All returns must be arranged by the Seller. The Goods must be in the original manufacturer's packaging, in the same condition in which it was received and protected by an outer box, and returned together with the appropriate documentation as instructed by the Seller when organising the return. The Customer should retain a copy of the Seller's agent's/carrier's collection note. In all circumstances, unless otherwise agreed by the Seller in writing, the Customer shall be responsible for the carriage cost of returning the Goods to the Seller. For the avoidance of doubt, the Seller's delivery driver(s) / carrier(s) have (and shall have) no authority to accept Goods for return unless the Seller has agreed to accept a return in advance in accordance with this Condition and Condition 10.3.

9.3 The Seller has absolute discretion to accept or decline the return of any of the Goods supplied to but not required by the Customer (upon such terms in respect of a handling charge or otherwise as the Seller may, in its absolute discretion, elect to apply) and to issue a credit note in respect thereof.

9.4 The Customer may not, in any circumstances, return Bespoke Goods or any Goods marked as non-returnable in the Seller Catalogue.

10. Warranties, liability and limitation of the Seller's liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO CONDITIONS 10.6 & 10.8

10.1 The Seller is not the manufacturer of any of the Goods. Other than as expressly set forth in these Conditions, any warranty with respect to the Goods will come from the manufacturer of the Goods. The Seller will pass through to the Customer any applicable manufacturer warranties on the Goods, to the extent transferable.

10.2 The Seller warrants that the Goods will be free from defects in materials and workmanship at delivery, and suitable for the purpose for which they are designed under fair conditions, and thereafter the manufacturer's warranty conditions will apply. The Goods are designed for the purpose described in this catalogue and any trade literature and are subject to any limitations described therein.

10.3 If any Goods do not comply with the warranty at Condition 10.2, the Customer shall inform the Seller as soon as possible and no later than 30 days from delivery. The Customer will retain the Goods and packaging for inspection and shall return the Goods in accordance with Condition 9.2 above. The Seller's delivery driver(s) / carrier(s) have (and shall have) no authority to accept Goods for return unless the Seller has agreed to accept a return in advance in accordance with this Condition and Condition 9.2.

10.4 The warranty in Condition 10.3 is subject to the Seller being under no liability for any defect(s) any design issued by or on behalf of the Customer to the Seller or any defect(s) or shortcoming(s) in the Customer's requirements communicated to the Seller; or arising from wear and tear, wilful damage, negligence, failure to follow instructions, misuse, or if the full price has not been paid to the Seller.

10.5 All other warranties expressed or implied are expressly excluded to the extent permitted by law.

10.6 The Seller's sole liability under the warranty in Condition 10.3 (and under these Conditions and any contract formed under

them generally) shall be limited to the replacement, free repair or issue of credit against any Goods acknowledged by the Seller to be faulty, provided that such faults have not been caused by the Customer's misuse of the Goods or negligent handling of them.

10.7 If the Customer returns the Goods in order to make a claim under clause 10.3 above and those Goods turn out to be, in the Seller's opinion, fault free or damaged by reason of the Customer's misuse or negligent handling of them, then the Seller will send the Goods back to the Customer and charge the Customer for carriage and administration costs. The Customer will remain liable to pay for the Goods in full.

10.8 Except for (i) death or personal injury caused by the Seller's negligence; and/or (ii) fraud or fraudulent misrepresentation; and/or any other liability that cannot be excluded or limited by law, the Seller shall not be liable by any reason of any representation, implied warranty, condition or other term or duty at common law, for any indirect or consequential loss or damage, costs or expenses of whatever nature which arise from the supply of Goods or their use or resale unless expressly provided in these Conditions. For the avoidance of doubt, nothing in this Condition 10.8 or these Conditions generally excludes or limits (or seeks to exclude or limit) any liability that cannot be excluded by law including (but not limited to) liability for death or personal injury caused by negligence, or liability for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

11. Property and risk

11.1 Risk in the Goods shall pass to the Customer upon delivery or attempted delivery (where the Customer refuses delivery).

11.2 Property in (i.e. legal title to and ownership of) the Goods shall not pass to the Customer until full payment (in cleared funds) has been received by the Seller and until all money owed by the Customer to the Seller pursuant to any other contract between them has been paid in full.

11.3 Until property in the delivered Goods has passed to the Customer, the Customer shall

hold the Goods as bailee or trustee for the Seller and the Seller may collect or require the Customer to deliver or return the Goods, and it shall not pledge or charge the Goods or any part of them for any reason or to any extent.

11.4 After delivery and until payment the Customer must keep the Goods fully insured. If the Goods are lost, destroyed or damaged then the Customer must hold the proceeds of the insurance for and to the Seller's order pending payment. If the Goods are so destroyed, the Customer shall not be entitled to delay paying the Seller until the insurer of the Goods has paid the Customer.

11.5 The Seller may peaceably enter the Customer's premises without notice and recover Goods which have not (when required under Condition 5.1) been paid for in full. As between the Customer and the Seller, this clause constitutes the Customer's authority for the Seller to enter on the premises of any other person holding the Goods on the Customer's behalf and on whose property the Goods may be and remove the Goods.

11.6 Risk in any Goods to be returned remains with the Customer until the Goods are delivered to or collected by the Seller.

12. Cancellation of orders

12.1 Cancellations or deferments of orders are at the discretion of the Seller and must be confirmed in writing by the Seller. The Seller reserves the right to charge any additional costs incurred as a result of the cancellation.

13. Insolvency of the Customer

13.1 If the Customer becomes insolvent, has an administration order made against it, makes a voluntary arrangement with its creditors, ceases to carry on business, has a receiver appointed or goes into liquidation, or undergoes any similar or analogous event, then, without prejudice to the Seller's other rights and remedies, the Seller may suspend deliveries, cancel any contracts with the Customer without liability and payment of the price for Goods delivered shall become immediately due.

14. Inability to supply

14.1 The Seller shall not be liable to the Customer for breach of contract by reason of delay or failure to perform any of the Seller's obligations if the delay or failure is to any extent due to a cause beyond the Seller's control including but not limited to: war, fire, accident, breakdown of plant or machinery, industrial action/dispute (including strikes and lockouts), unavailability of or restrictions on supplies, non-delivery or delay in the delivery of materials or other circumstances (of whatsoever nature not limited to the foregoing) which directly or indirectly interrupt or hinder due performance of the Contract.

15. Data Protection

15.1 In the course of dealings with the Seller, the Customer may supply to the Seller data that the Seller will collect and retain. Some or all of that data may be personal data that is subject to the Data Protection Act 2018 (as amended) and/or the GDPR as applicable. The data supplied to the Seller will be processed by the Seller to execute the Customer's order, to monitor the Customer's account, to select and send to the Customer marketing material and periodically to conduct trade and bank reference enquiries and other credit checks. This will involve the disclosure of the Customer's data to and from third parties. The Customer consents to the processing of the Customer's data for those purposes. Prior to progressing the Customer's order, the Seller will attempt to verify the Customer's identity (or, if and as applicable, the identity of the individual or party on whose behalf the Customer is acting or purchasing Goods for under these Conditions). This process involves checking the details supplied by the Customer against those held by credit reference agencies and scoring methods may be utilised in the verification process. A record of this process will be kept that may be used to help other companies to verify the Customer's identity. The Seller may also pass information to organisations involved in fraud prevention to protect the Seller and the Seller's customers from theft and fraud. If the Customer supplies false or inaccurate information and the Seller suspects fraud or any other similar or inappropriate activity, the Seller may record this and share this information with other organisations.

15.2 The Customer acknowledges that the Seller is or may be a data controller and/or a data processor for the purposes of the Data Protection Act 1998 and/or the EU General Data Protection Regulation (EU 2016/679) (as may be applicable and as enacted or as may be re-enacted including any statutory guidance and/or best practice) and/or the UK GDPR (as may be applicable and as enacted or as may be re-enacted including any statutory guidance and/or best practice), in each case as applicable (the 'Data Protection Laws') and may be required to process personal data in connection with and for the purpose of the entering into, performance or enforcement of any contract under these Conditions (in this clause 15.2 only "Contract"). The Customer in entering into any Contract consents freely to the Seller processing personal data concerning the Customer and/or its staff or agents and/or its customers and agrees that the Seller may use and disclose personal information about the Customer and/or its staff or agents and/or its customers to third parties as required for the due performance of any Contract and any matter related thereto. The Customer also warrants to the Seller that it has obtained and shall keep maintained, refreshed and renewed as required under or in accordance with the Data Protection Laws any consent required to be obtained by the Customer from any data subject in relation to any such data processing. In addition, where the Customer is a data controller, it shall be for the Customer to request that the Seller put in place any additional measures in respect of data processing under and in accordance with the Data Protection laws. Where the Seller is a data controller it shall put in place such measures as it considers appropriate in respect of processing data under and in accordance with the Data Protection Laws and the Buyer shall consent to any reasonable measure proposed by the Seller in this regard. In all events, where the Seller is a data processor, it shall process data in accordance with the Data Protection Laws.

16. Laws and Regulations

16.1 The Supplier shall comply with all laws and regulations relating to the purchase, import, ownership and use of the Goods and (at its own expense) obtain any

- licences and permits necessary for the same as required by the Customer as purchaser of the Goods. The Supplier shall produce evidence of the foregoing to the Purchaser upon written request.
- 16.2 Both parties shall:
- 16.2.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes of practice from time to time in force including but not limited to the Modern Slavery Act 2015; and
- 16.2.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
- 16.3 The Customer shall notify the Seller as soon as it becomes aware of:
- 16.3.1 any breach, or potential breach, of any of the provisions of clause 16.2; or
- 16.3.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with any contract under these Conditions.
- 16.4 Both the Customer and the Supplier shall:
- 16.4.1 comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);
- 16.4.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- 16.4.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.
- 16.5 Both parties shall:
- 16.5.1 comply with the Criminal Finances Act 2017 (as applicable) in particular but not limited to ensuring they shall have appropriate policy/ies and procedure(s) in place to prevent the commission of any offence of failure to prevent the criminal facilitation of tax evasion or any other offence under the said Act; and
- 16.5.2 not engage in or allow the engagement in by any associated person (“associated person” as defined in the Criminal Finance Act 2017) of any activity that amounts or would amount if committed to an offence under the said Act.
- 16.6 The Customer or the Supplier may terminate their dealings with one another with immediate effect by serving written notice on the other party if the party serving notice has reasonable cause (with prima facie evidence) to believe that the other party has committed, is committing or will or may commit a breach of any of the provisions of this clause 16 or any applicable law, regulation or code of practice.
- 17. General**
- 17.1 Notices shall be served by first class post on either the registered offices or the principal place of business of the parties.
- 17.2 Failure by the Seller to enforce any Condition or seek remedy of any breach by the Customer shall not be construed as a waiver of the Seller’s rights to enforce the Contract and seek remedy for subsequent breach.
- 17.3 The Seller may enter into sub-contracts for the manufacture or supply of the whole or any part of the Goods.
- 17.4 Any prices quoted in British pound sterling shall be converted to the relevant currency at the exchange rate used by the Seller at the relevant time.
- 17.5 If any provision of these Conditions is held invalid or unenforceable in whole or part this shall have no effect on the validity of the remaining provisions and Conditions.

17.6 The Customer should note that telephone calls may be monitored by the Seller for training purposes and for the purposes of the detection and prevention of crime.

17.7 These Conditions and any issue or dispute under or in relation to them or any contract under them shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.