

COMPLETE I.T. TERMS AND CONDITIONS FOR THE SUPPLY OF GOOD AND SERVICES

1. INTRODUCTION

1.1 Except as varied by the specific terms of any quotation by the seller these conditions comprise the terms and conditions under which the Seller is willing to supply goods and/or services to a Customer. Unless otherwise agreed in writing by the Seller, all Contracts are entered into on the basis of these Conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication used by a Customer in concluding a Contract.

1.2 Where the Seller has issued a proposal to the Customer, the Contract shall be concluded by both the Customer and the Seller signing and dating the proposal. In all other cases the Contract shall not be deemed concluded until the Seller has accepted the Customer's order by issuing a written order acceptance.

2. INTERPRETATION

2.1 In these Conditions: "Seller" means Complete I.T. Ltd; "Contract" means a contract for the supply of Goods and/or Services between the Seller and the Customer ; "Customer" means a person, firm or company whose order for Goods or Services is accepted by the seller; "Goods means the goods including Hardware and Software that the Seller has agreed to supply to the Customer in accordance with these Conditions, as specified in the Contract; Hardware means any goods which comprise personal computer products, peripherals or other items of computer hardware. "Services" means the delivery, installation and configuration services in relation to the Goods as specified in the Contract; Software means any Goods which contain in whole or in part a computer program or programs or instructions; Clause headings are for ease of reference and do not form part of nor shall they affect the interpretation of these Conditions or any contract which incorporates them; Where the context so admits or requires words denoting the singular, include the plural and vice versa and words denoting any gender include all genders; References to each party include its permitted assigns and successors by operation of law.

3. QUALITY STATUS OF SUPPLIES TO THE SELLER

3.1 All products are obtained from suppliers which have been approved by the Seller's internal continuous quality assessment program.

3.2 Where the seller has been advised by the primary supplier of a product that they are registered to the BS5750 quality system standard or equivalent and that the scope of such registration is applicable to the products supplied, this is identified by the Seller.

3.3 However, in certain circumstances the Seller reserves the right to source the product from an alternative supplier who may not be registered to an equivalent quality system standard.

3.4 Any Customer requiring further information regarding the quality status of the Sellers products or suppliers should contact either the Seller's Product Buyer or the Quality Manager.

4. PRICES AND PAYMENT

4.1 The price of the Goods and the Services shall be the Seller's quoted price.

4.2 All quotations shall lapse seven (7) days after issue but may be withdrawn at any time before acceptance.

4.3 Where Goods are supplied or Services performed on credit the Seller shall invoice the Customer on or at any time after delivery/collection of the Goods or performance of the Services and unless the Seller otherwise agrees in writing, all prices and any other charges for Goods or Services must be paid by the Customer in full within thirty (30) days of the invoice date.

4.4 Where credit has not been agreed, the Customer shall make cash payment to the Seller for Goods or Services on or before delivery/collection or performance as the case may be.

4.5 All the Seller's prices are net of Value Added Tax which shall be specified on the Seller's invoice for the Customer's account.

4.6 The Seller reserves the right, by giving notice to the Customer at any time before delivery or performance, as the case may be, to increase the price of the Goods and/or of the Services to reflect any increases in the cost to the Seller which is due to any factor beyond the control of the Seller.

4.7 If the Customer is overdue with any payment, then without prejudice to any other right or remedy available to the Seller:

4.7.1 The Customer shall be liable to pay interest on the overdue amount at the annual rate of 4% above the prevailing Barclays Bank base rate, which interest shall accrue on a daily basis from the date payment became overdue until the Seller has received payment of the overdue amount together with interest that has accrued .

4.7.2 The Seller reserves the right to cancel the Contract or suspend any further deliveries of Goods to the Customer until the Customer has rectified matters.

4.8 Time for payment shall be of the essence of the Contract.

5. DELIVERY

5.1 The Seller shall use reasonable endeavours to deliver the Goods by the date agreed (if any) and shall not be liable for any cost or damage caused by late or non-delivery. Any delay in delivery of Goods or performance of Services shall not give the Customer a right to reject the Goods or treat the Contract as repudiated.

5.2 Unless otherwise expressly agreed, delivery of goods shall be made at the customer's expense, according to the Seller's normal scale of charges, to the Customer's principal place of business or any other addresses the Customer may notify to the Seller. The Customer shall inspect the Goods immediately upon delivery and shall inform the Seller of any damaged, faulty or incorrect Goods in accordance with Clause 13.

5.3 The Seller reserves the right to deliver Goods in instalments and these Conditions shall apply to each such delivery.

6. TITLE AND RISK

6.1 Notwithstanding Clause 6.2, risk of damage to or loss of the Goods shall pass to the Customer on delivery.

6.2 Subject to Clause 6.3, the Goods shall become the Customer's property when all sums owed by the Customer to the Seller under the Contract and all other contracts have been paid in full. Until then:

6.2.1 If payment becomes overdue or the Customer enters into liquidation, receivership or administration, the Seller shall have the right, without prejudice to any other remedies, to enter without prior notice any premises and to repossess and dispose of any Goods or new products owned by it.

6.2.2 Full Title to the supplied Goods shall remain with Seller until full payment has been received

6.2.3 The customer shall store and maintain records of the Goods, in such a way that they are clearly identifiable as the Seller's property.

6.3 Title to the Software, including all copyright and other intellectual property or other rights therein shall remain at all times with the manufacturer thereof.

7. SERVICES

7.1 The Seller shall perform the Services in accordance with these Conditions.

7.2 The Seller reserves the right to use persons other than it's employees to perform the Services. The Seller accepts full responsibility for the work done by such persons in accordance with these Conditions.

7.3 The Seller shall have no obligation to perform any work or undertake any activity which does not comprise part of the Services. If the Customer requests and the seller agrees to perform any such extra work, such work will be charged at the Seller's then prevailing rates.

7.4 The Customer shall provide the Seller with all assistance, cooperation and information required by the Seller in performing and completing the Services, including without limitation, where Services are carried out at the Customer's premises, suitable access and facilities.

7.5 Where the Services specified in the Contract include installation services, the Customer shall provide a suitable environment for the installation and operation of the goods as specified in any installation instructions issued by the manufacturer of the Goods.

8. WARRANTY

8.1 The Seller warrants that it shall perform the Services with reasonable care and skill using persons of appropriate expertise.

8.2 In so far as Goods comprise or contain Software, Hardware, equipment or components which were not manufactured or produced by the Seller, the customer shall be entitled to only such warranty or other benefit as the Seller has received from the manufacturer. Where Goods are exported, the warranty arrangements shall be as provided by the manufacturer in the country of installation. Where, however, no such warranty arrangements exist, the Seller will at it's sole discretion, accept the return provided that unless otherwise agreed in writing, the customer shall be responsible for all costs (including transportation costs) involved.

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9. LIABILITY

9.1 Without prejudice to Clause 9.3, the Seller shall not be liable for any loss of income or contracts or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by the negligence of the Seller, its breach or non-performance of any of its obligations under the Contract or otherwise.

9.2 The Seller's maximum aggregate liability for any breach of Contract

shall in no circumstances exceed the price paid by the Customer to the Seller for the Goods or the Services in question.

9.3 Nothing in these Conditions shall exclude or in any way limit the Seller's liability for death or personal injury caused by its negligence.

9.4 These conditions set forth the full extent of the Seller's obligations and liabilities in respect of the supply of the Goods and the Services. In particular, there are no conditions, warranties, or other terms express or implied, as to merchantable quality, fitness for a particular purpose or of any other kind whatsoever, that are binding on the Seller, except as specifically stated in these Conditions. Any condition, warranties or other term concerning the supply of the goods or the Services which might otherwise be implied into or incorporated within these Conditions, whether by statute, common-law or otherwise, is hereby excluded.

10. EXCUSED NON-PERFORMANCE

10.1 The Seller shall not be liable for any loss or damage suffered or incurred by the Customer arising from the Seller's delay or failure to fulfil or otherwise discharge any of its obligations under the Contract to the extent that such delay or failure is caused by any non-performance of the Contract by the Customer, industrial dispute, sudden or substantial depletion of the Seller's staff, reason of force majeure or any other cause or circumstance beyond the Seller's reasonable control.

11. THIRD PARTY RIGHTS

11.1 The Seller shall have no obligation or liability to the Customer in respect of any infringement or alleged infringement of any intellectual property rights belonging to a third party arising from the Customer's possession or use of or dealing in the Goods or the Services.

12. CANCELLATION

12.1 The Seller may cancel any Contract immediately at any time by written notice to the Customer if the Customer commits a material breach of such Contract or becomes insolvent, has a receiver or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of amalgamation or reconstruction). Cancellation by the Seller shall be without prejudice to any other rights available to the Seller under these Conditions.

12.2 Once made, the Customer may not cancel any Contract without the Seller's prior written consent. The Customer shall be responsible for any costs (including costs of labour and materials) incurred by the Seller as a result of any cancellation.

12.3 Customers may only cancel orders or order lines upon authorisation from the Seller. A cancellation charge of £50 or 10% of the sales value (whichever is the greater) may be charged.

12.4 Orders for special products may not be cancelled.

13. RETURN OF GOODS

13.1 The Seller will accept the return of Goods supplied to the Customer where the Seller's prior authorisation has been obtained. In no circumstances will any returns be accepted without the Seller's prior authorisation. To obtain the Seller's authorisation, the Customer should call the Seller's Customer Quality Assurance on 01628 552850 or such other telephone number as the Seller may advise. Other than in the case of the Seller or supplier error, Special Goods, Exported Goods and Software where the manufacturers seal has been broken are nonreturnable.

13.2 The Seller will accept the return of damaged, faulty or incorrectly supplied Goods only upon the following terms:

13.2.1 Damaged Goods: If Goods are received damaged, the Customer must advise the Seller immediately upon delivery. The Customer must retain all packaging in case this is required by the Seller in processing the Customer's claim. Damaged packaging must be signed for as such.

13.2.2 Faulty Goods: If faulty Goods are received, the Customer must inform the Seller within seven calendar days of delivery.

13.2.3 Incorrect Goods: If Goods are supplied incorrectly or otherwise differently from specification on the Seller's Delivery Advice, the Customer must inform the Seller within two working days of delivery, complete with all accessories in the original packaging.

13.3 It is the Customer's responsibility to check all packages upon delivery. Faulty, Damaged or incorrectly supplied Goods will be credited at full invoice price provided the Seller has collected the Goods.

13.4 A re-stocking charge will be made for all goods which are not returned in a pristine condition and/or where the Seller has not been informed according to clauses 13.2.2 or 13.2.3.

13.5 Where a customer wishes to return a product which has been delivered according to specification, complete and in full working order, a handling charge of £50 or 10% of the sales value, whichever is greater, will be charged. The original delivery, installation or configuration charges are non-refundable and a charge for deconfiguration will be made where appropriate. The Seller reserves the right to refuse return of these products.

14. INTELLECTUAL PROPERTY

14.1 Nothing in these Conditions shall confer on the Customer any licence, right, title or interest in or to any intellectual property comprised in the Goods and/or the Services, which shall at all times remain the property of the Seller or its suppliers.

14.2 The Customer shall enter into a licence agreement with the manufacturer of the Software. In the event of conflict between these Conditions and the licence agreement, the latter shall prevail.

15. CONFIDENTIAL INFORMATION

15.1 The Seller and the Customer shall each preserve the secrecy of all confidential information received from the other and shall each ensure that such obligation is observed by each of its employees, officers, agents and contractors.

15.2 The obligations imposed by this Clause 15 shall survive the variation, renewal or termination of the Contract but shall not apply to information which is already in or subsequently comes into the public domain through no fault of the recipient, its employees, officers, agents or contractors.

16. NOTICES

16.1 All notices or other communications required or permitted to be served or given shall be in writing and sent by post, courier, telex or facsimile to the intended recipient's address as specified or such other address as either party may notify to the other from time to time.

17. LAW AND JURISDICTION

17.1 The construction, validity and performance of the Contract shall be governed by the laws of England and the forum for settling any disputes shall be the English courts.

18. GENERAL

18.1 The relationship of the parties is that of independent contractors dealing at arm's length.

18.2 The failure of the Seller or the customer to enforce the terms of these Conditions does not constitute a waiver of it and shall in no way affect the right later to enforce the term.

18.3 The invalidity or unenforceability of any provision of these Conditions shall not adversely affect the validity or enforceability of the remaining provisions.

18.4 No amendment, variation or addition to these conditions shall be binding unless agreed to in writing by an authorised representative of the Seller.

18.5 The Customer shall not assign the Contract or any part thereof to any other person without the Seller's prior written consent.

19. EMPLOYMENT

19.1 The Seller and the Customer each agree not to employ in any capacity any person firm or company employed by the other during the supply of the Contract or for six months after its completion.

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20. Data Protection

20.1 Defined terms used in this clause 20 shall have the meanings provided in the Data Protection Legislation. "Data Protection Legislation" means: (i) the Data Protection Act 2018; (ii) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 2018.

20.2 You and We acknowledge that for the purposes of the Data Protection Legislation, You are the Data Controller and We are the Data Processor of any Personal Data.

20.3 We shall: (i) process the Personal Data only in accordance with Your instructions from time to time and shall not process the Personal Data for any other purpose except that We may process Personal Data without your instructions and/or for other purposes if and to the extent that We are required to do so under any applicable EU or English law, regulation or secondary legislation. You acknowledge that We are reliant on You for direction as to the extent to which We are entitled to use and process the Personal Data and You will ensure that You provide us with clear, lawful and timely instructions as to such use and processing so as to enable us to provide the Services in accordance with the Agreement. We will not be liable for any claim, loss or liability arising from any action or omission by Us, to the extent that such action or omission resulted directly from Your instructions or Your failure to provide Us with clear, timely instructions. We will keep a record of any processing of Personal Data We carry out on Your behalf and promptly comply with any request from You requiring Us to amend, transfer or delete any Personal Data of Yours that We then hold; (iii) provide, at Your request, a copy of all Personal Data held by it in the format and on the media reasonably specified by You; (iv) not transfer the Personal Data outside the European Economic Area without Your prior written consent; and (v) promptly inform You if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. In the event of any loss or damage to, or corruption of, such Personal Data, We will use commercially reasonable endeavours to restore the lost, damaged or corrupted Personal Data from the latest back-up of such Personal Data maintained by Us in accordance with your normal back-up procedures.

20.4 If, in relation to the Services, We receive any complaint, notice or communication which relates directly or indirectly to Our processing of Your Personal Data or to either party's compliance with Data Protection Legislation and the data protection principles set out in the Agreement We shall notify You without undue delay and shall provide You with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

20.5 We shall ensure: (i) that access to the Personal Data is limited to those employees who need access to the Personal Data to meet Our obligations under the Agreement and in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties, (ii) that all of Our employees involved with the Services are informed of the confidential nature of the Personal Data, have (to the extent required under applicable Data Protection Legislation) undertaken training in the laws relating to handling Personal Data and are aware of Our obligations under such legislation and the Agreement.

20.6 If We receive a request from a Data Subject for access to that person's Personal Data, We shall: notify You without undue delay of receiving such a request; provide You with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data; and not disclose the Personal Data to any Data Subject or to a third party other than at Your request or as provided for in the Agreement. Any work carried out by Us under this Clause 20.6 will be subject to additional costs charged at our Standard day rates.

20.7 You are entitled, on giving at least 30 working days' notice to Us, to inspect or appoint representatives to inspect, during normal working hours and at a time reasonably convenient to Us, all facilities and equipment at Our premises which we use to process Your Personal Data.

20.8 We warrant that: (i) We will process the Personal Data in compliance with all Data Protection Legislation; and (ii) We will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data as required by the Data Protection Legislation.

20.9 You warrant that You will at all relevant times comply with all applicable requirements of the Data Protection Legislation and, without affecting the generality of the foregoing, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Us and for Us to process the Personal Data for the purposes anticipated by, and for the duration of, this Agreement.

20.10 We shall notify You without undue delay if We become aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.

20.11 In relation to third parties or sub-contracting the processing of Personal Data: (i) We may only authorise a third party (sub-contractor) to process the Personal Data subject to Your prior written consent (not to be unreasonably withheld or delayed) and provided that provisions relating to data processing and data protection in the sub-contractor's contract is on terms which are substantially the same as those set out in this clause

20.12 Where the Seller is providing a billing service for licenses and computing resource with a third party the Customers will have a direct contractual relationship with the third party and will be the data controller for all data on that platform. The Customer will be responsible for specifying their own processing purposes and listing them in their applicable privacy notices. The Seller will be the data processor acting on behalf of the Customer managing the platform.