

GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions shall apply to all orders placed with Commercial Limited or Commercial IT Services Ltd (both referred to as "Commercial") unless and until you have been provided with or agreed and signed a separate contract with the relevant Commercial company ("Contract").

Please read the following terms and conditions carefully before placing your order. In default of a Contract in place, you agree to be bound by these general terms and conditions of sale. If you do not agree, please do not proceed with your order.

1. Definitions

1.1 'Commercial', 'We', 'Us', and 'Our' means Commercial Limited (Co. No. 02589514) or Commercial IT Services Ltd (Co. No. 07482128) (as applicable) both registered in England. Registered office: Commercial House, Old Station Drive, Liddington Park, Leckhampton Cheltenham Glos. GL53 0DL.

1.2 'You' and 'Your' means the person, firm or company from whom the Order is received and any employees, sub-contractors or agents of the said person, firm or company.

1.3 'Conditions' means these terms and conditions as amended from time to time.

1.4 'Contract' means the contract between Us and You for the supply of Goods and/or Services in accordance with these Conditions.

1.5 'Goods' means the goods (or any part of them) set out in the Order.

1.6 'Order' means Your order for the supply of Goods and/or Services, as set out in Your purchase order form, via Our ordering systems or the Your written acceptance of Our quotation, as the case may be.

1.7 'Purchase Order' means Our authorised purchase order having these general conditions of sale on its reverse or attached to it or referring to these general conditions of sale on its face.

1.8 'Services' means the services supplied by Us to You as set out in any applicable Service Specification.

1.9 'Service Specification' means the description or specification for the Services provided in writing by Us to You.

2. Basis of contract

2.1 The Order constitutes an offer by You to purchase Goods or Services or Goods and Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when We issue written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Goods or illustrations or descriptions of the Services contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force. All prices stated, or contained in any of Our catalogues, price lists or other sales literature, may be altered by Us from time to time without notice to You.

2.4 All Goods advertised for sale are subject to availability.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 business days from its date of issue.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Delivery

3.1 We will deliver the Goods within mainland United Kingdom to the address notified to Us by You at the time You place the Order ('**Delivery Address**'). Our standard charges for delivery will apply and these will be available on request.

3.2 We will endeavour to ensure that the Goods are delivered to the Delivery Address by any delivery date estimated by Us.

However, We cannot guarantee that the Goods will be delivered by the estimated delivery date and time shall not be of the essence in respect of the delivery time.

3.3 You agree that We shall not be liable to you for any losses, damages or charges incurred by You because of late delivery of the Goods.

3.4 Claims made by You regarding damaged Goods must be made by You within 48 hours from delivery of the Goods. Notification must be made in writing by fax or e-mail. Where you notify us by telephone, it must be confirmed in writing by fax or e-mail for your notification to be valid. Where Goods are defective and that defect was not identifiable at the time of inspection, You must notify Us of the defect as soon as the defect becomes apparent.

3.5 Where Goods are not delivered on the anticipated delivery date, You must notify Us within 48 of the anticipated delivery date that the Goods have not been delivered.

4. Quality of Goods

4.1 We warrant that on delivery, the Goods shall:

4.1.1 conform in all material respects with their description; and

4.1.2 be free from material defects in design, material and workmanship.

4.2 We want You to be satisfied with the Goods You buy from Us. If You are not happy with the Goods You have purchased for any reason, they may be returned in accordance with the provisions set out below:

4.2.1 You must first notify Our Customer Services team by facsimile, e-mail or telephone, specifying the reason for returning the Goods within 48 hours of delivery or the fault (if within a relevant warranty period).

4.2.2 Subject to Clause 4.2.1, a notification will only be considered by Us where You provide Us with the following Information:

- the part or serial number for the Goods to be returned
- the Purchase Order number provided when the Goods were originally ordered
- the quantity of the Goods which are subject of the return
- the defect (if any) being the reason for the return.

4.3 When returning Goods to Us, they must be returned in the same condition in which they left Our warehouse so that the Goods may be re-sold. Therefore, please retain original packaging in which Goods were delivered until You accept the Goods.

4.4 Subject to Clause 4.1, all bespoke and specially ordered items are classed as non-returnable.

4.5 Upon Our receipt of the returned Goods, We will arrange a credit note for Your account or an exchange for replacement Goods, subject to any deductions or additions (as applicable) for any additional costs incurred by Us in collecting, handling or re-delivering the replacement Goods. Suppliers return charges will be passed on to You.

4.6 The risk of damage to any Goods You return to Us will remain with You until the Goods have been delivered to Our premises and are accepted by Us at those premises.

4.7 We will not accept liability for the Goods' failure to comply with the warranty in clause 4.1 if:

4.7.1 You make any further use of such Goods after giving a notice in accordance with clause 4.2;

4.7.2 the defect arises because You failed to follow Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

4.7.3 the defect arises as a result of Us following any drawing, design or specification supplied by You;

4.7.4 You alter or repair such Goods without Our consent;

4.7.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

4.8 Except as provided in this clause 4, We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

5. Title and risk

5.1 The risk in the Goods shall pass to You on completion of delivery.

5.2 Title to the Goods shall not pass to You until We receive payment in full (in cash or cleared funds) for the Goods and any other goods that the We have supplied to You in which case title to the Goods shall pass at the time of payment of all such sums

5.3 Until title to the Goods has passed to You, You shall where possible:

5.3.1 store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;

5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Our behalf from the date of delivery.

5.4 If the price of Goods remains unpaid after the due date, We shall have the right to enter upon any premises where the Goods may be found for the purpose of recovering possession of the Goods and the cost incurred by Us in recovering the Goods will be payable by You on demand.

6. Supply of Services

6.1 We shall supply the Services to You in accordance with the Service Specification in all material respects.

6.2 We shall use all reasonable endeavours to meet any performance dates for the Services specified by Us, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 We reserve the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and We shall notify You in any such event.

6.4 We warrant to You that the Services will be provided using reasonable care and skill.

7. Charges and Payment

7.1 The price for Goods:

7.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in Our published price list as at the date of the Order; and

7.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods.

7.2 The charges for Services shall be as per Our Services Specification or as per Our quotation.

7.3 We reserve the right to:

7.3.1 increase the price of the Goods, by giving notice to You at any time before delivery, to reflect any increase in the cost of the Goods to Us that is due to:

- any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- any request by You to change the delivery date(s), quantities or types of Goods ordered; or
- any delay caused by any of Your instructions in respect of the Goods or failure by You to give Us adequate or accurate information or instructions in respect of the Goods.

7.4 In respect of Goods, We shall invoice You on or at any time after completion of delivery. In respect of Services, We shall invoice You on as specified in any Services Specification.

7.5 You shall pay each invoice submitted by Us:

7.5.1 within 30 days of the date of the invoice; and

7.5.2 in full and in cleared funds to a bank account nominated in writing by Us, and

7.5.3 time for payment shall be of the essence of the Contract.

7.6 All amounts payable by You under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Us to You, You shall, on receipt of a valid VAT invoice from Us, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

7.7 If You fail to make a payment due to Us under the

Contract by the due date, then, without limiting Our remedies, You shall pay interest on the overdue sum from the due date until payment of the overdue sum, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 whether before or after judgment. In addition, We shall be entitled to seek compensation in accordance with the above Act and all administration costs, legal fees, court fees and third party enforcement costs in the recovery of such overdue amounts from You.

7.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.9 If Our payment terms are not adhered to, Your whole account with Us and owed to any Commercial company will become immediately due and payable and We reserve the right to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on the aggregate total of all overdue accounts.

7.10 Notwithstanding the above, We reserve the right to:

7.10.1 refuse to accept any further Orders for Goods or Services from You;

7.10.2 to suspend the provision of any Services being performed or to be performed; and

7.10.3 refuse to deliver any Goods awaiting delivery; until payment in full has been received by Us in full.

8. Liability

8.1 We accept no responsibility or liability for any damage howsoever caused to the Goods, whilst they are in Your possession.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

8.2.1 death or personal injury caused by negligence;

8.2.2 fraud or fraudulent misrepresentation;

8.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

8.2.4 defective products under the Consumer Protection Act 1987.

8.3 Subject to clause 8.2, Our total liability to You shall not exceed 100% of the price paid for the Goods or Services giving rise to the claim

8.4 The following types of loss are wholly excluded:

8.4.1 loss of profits;

8.4.2 loss of sales or business;

8.4.3 loss of agreements or contracts;

8.4.4 loss of anticipated savings;

8.4.5 loss of use or corruption of software, data or information;

8.4.6 loss of or damage to goodwill; and

8.4.7 indirect or consequential loss.

9. Privacy and Data Collection

9.1 Any personal information supplied by You to Us in connection with an Order will be treated in confidence and in compliance with all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended ('Data Protection Legislation').

9.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 9, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

9.3 The parties acknowledge that for the purposes of the Data Protection Legislation, You are the controller and We are the processor.

9.4 Without prejudice to the generality of clause 9.1, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Us for the duration and purposes of the Contract.

9.5 Without prejudice to the generality of clause 9.1, We shall, in relation to any personal data processed in connection with the performance by Us of Our obligations under the Contract:

9.5.1 process that personal data only on the documented written instructions of You unless We are required by applicable laws to otherwise process that personal data. Where We are relying on applicable laws as the basis for processing personal data, We shall promptly notify You of this before performing the processing required by the applicable laws unless those applicable laws prohibit Us from so notifying You;

9.5.2 ensure that We have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

9.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

9.5.4 not transfer any personal data outside of the European Economic Area;

9.5.5 notify You without undue delay on becoming aware of a personal data breach;

10. General

10.1 Notices may be served under these Conditions by fax, e-mail, telephone or where sent in writing, shall be sent to the address set out in Our despatch note, or to any later address in the United Kingdom notified for that purpose, and all notices sent by first class post shall be deemed to have been served on the second working day after posting or where sent by fax transmission, email or telephone, shall be deemed to have been served at the time of sending or calling.

10.2 Any failure by us to enforce any of these Conditions shall not affect our right to enforce the rest of these Conditions.

10.3 If any of these Conditions held to be invalid or unenforceable, that Condition or part of it shall be struck out and this will not affect the remaining Conditions, which shall remain valid and enforceable.

10.4 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.5 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

10.6 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

10.7 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.8 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising

out of or in connection with the Contract or its subject matter or formation.