

# Complexus Limited – Terms and Conditions of Sale

## CONTENTS

1	Introduction.....	1
2	Definitions and Interpretation.....	1
3	Basis of the Contract.....	2
4	Orders & Specifications.....	3
5	Price of the Goods.....	4
6	Payment.....	4
7	Delivery.....	5
8	Consumers Only – Cancelling and Returning of Goods if You Change Your Mind.....	5
9	Business Customers Only – Cancellations and Returns.....	7
10	Guarantee.....	7
11	Liability & Indemnity.....	8
12	Termination.....	9
13	Confidentiality.....	9
14	Literature & Representations.....	10
15	Assignment & Sub-Contracting.....	10
16	Force Majeure.....	10
17	Data Protection.....	10
18	Other Important Terms.....	10
19	Law & Jurisdiction.....	11

## 1 Introduction

These Terms and Conditions are the standard terms that apply to the sale of all Equipment from us, Complexus Limited, a company registered in England and Wales under number **04277517**, whose registered office address is at Manor Court Chambers, Townsend Drive, Nuneaton, Warwickshire, United Kingdom, CV11 6RU (“the Company/we/us/our”).

## 2 Definitions and Interpretation

### 2.1

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Contract” means the contract formed as detailed in clause 3, which will incorporate, and be subject to, these Terms and Conditions;

“Customer/you/your” means the person, firm, corporate body, or consumer ordering the Goods.

“Goods” means the goods (including any instalment of them or any parts for them) which we will supply in accordance with these Terms and Conditions;

“Quotation” means our quotation for the supply of the Goods. Any Quotation remains open for acceptance for a period of 30 days unless otherwise specified and sets out our entire scope of works.

## 2.2

Unless the context otherwise requires, each reference in these Terms and Conditions to:

### 2.2.1

“writing/written” includes emails and similar communications;

### 2.2.2

A statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

### 2.2.3

“these Terms and Conditions” refers to these Terms and Conditions as amended or supplemented at the relevant time;

### 2.2.4

A clause refers to a clause of these Terms and Conditions;

### 2.2.5

A “Party” or the “Parties” refer to the parties to these Terms and Conditions.

## 2.3

The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.

## 2.4

Words imparting the singular number include the plural and vice versa. References to persons include corporations.

# 3 Basis of the Contract

## 3.1

We will send a written Quotation setting out the Goods to be provided. A legally binding Contract will be formed as soon as you accept our Quotation (electronically or otherwise) or submit a purchase order to us, and the Contract will include the acceptance of these Terms & Conditions, which will apply between you and us.

## 3.2

If you send us a purchase order, we will check the prices on your purchase order against our up-to-date price list. If the prices do not match, we will contact you to advise of the correct price and will obtain your consent before proceeding.

## 3.3

No order submitted by you will be deemed to be accepted by us unless and until confirmed by an authorised representative of ours.

### 3.4

No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.

### 3.5

You are responsible for the accuracy of any information submitted to us and for ensuring that the Quotation reflects your requirements. Our Quotation is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect the order value, we reserve the right to make adjustments to it.

### 3.6

Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by us will be subject to correction without any liability on our part.

## 4 Orders & Specifications

### 4.1

The quantity, quality and description of and any specification for the Goods will be as set out in our Quotation. The Goods will only be supplied in the minimum units as stated, or in multiples of those units, where applicable. orders received for quantities other than these minimum units will be adjusted accordingly.

### 4.2

If the Goods are not in stock or are only partially in stock when the Contract is formed, we will contact you to advise of this and to ask if you would prefer us to deliver the Goods in instalments as they arrive in stock or if you would prefer to wait for the entire delivery when we have all the Goods in stock. Please note each part-delivery may incur separate delivery costs.

### 4.3

We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

### 4.4

Any illustrations, photographs or descriptions we provide, whether on our website or in catalogues, brochures, price lists or other documents issued by us are intended as a guide only and shall not be binding.

### 4.5

No order which has been accepted may be changed or cancelled by you except with our agreement in writing on the basis that you agree to indemnify us in full against all loss (including loss of profit), costs (including all labour and materials used), restocking, charges and expenses incurred by us as a result.

### 4.6

We may cancel your order at any time before we dispatch the Goods if Goods are no longer in stock and we are unable to re-stock (if, for example, the Goods are discontinued), if you go into administration, become insolvent or bankrupt or we reasonably believe this is about to occur, or an event occurs outside of our control as set out in clause 17.

### 4.7

If we cancel your order, we will confirm this in writing and if you have already paid for the Goods under clause 6, the payment will be refunded to you within 14 days.

## 4.8

It is your responsibility to ensure that any use of the Goods by you is in compliance with all instructions and manuals issued by us, and any applicable statutory requirements.

# 5 Price of the Goods

## 5.1

The price of the Goods will be as set out in the Quotation or where no price has been quoted (or a quoted price is no longer valid), will be the price listed in our published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by you, after which time we may alter them without giving you notice.

## 5.2

We reserve the right by giving you notice at any time before delivery to increase the price of the Goods to reflect any increase in the cost to us which is due to any factor beyond our control (including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any change in delivery dates, quantities or specifications for the Goods requested by you, or any delay caused by any instructions of yours or your failure to give us adequate information or instructions.

## 5.3

Where an order is received for a quantity different from that quoted for or where delivery is required in instalments smaller than those specified in the Quotation or where product specifications given on the order are different from those stated in the Quotation, our prices may be subject to amendment.

# 6 Payment

## 6.1

Subject to any special terms agreed in writing between the Parties, we will be entitled to invoice you for the price of the Goods on or at any time before delivery or collection of the Goods.

## 6.2

All invoices are payable in full, without any deduction, retention or set off, unless otherwise agreed in writing. Payment must be made on the due date notwithstanding that delivery may not have taken place and/or that the title in the Goods has not passed to you. The time for the payment is of the essence of the Contract.

## 6.3

If you do not make payment to us by the due date, we may cancel any order(s) in progress, suspend any further deliveries to you, appropriate any payment made by you to such of the Goods (or the Goods supplied under any other Contract between the Parties) as we may think fit, and charge you interest on the overdue sum at the rate of 8% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. We will also charge for any costs we may incur in attempting to recover any outstanding sum.

## 7 Delivery

### 7.1

We will send you an email confirmation notifying you when the Goods have been despatched.

### 7.2

In any event, your order will be delivered within 30 days after the date of our confirmation unless otherwise agreed or specified (subject to delays caused by events outside of our control).

### 7.3

Orders will be delivered by courier, and you may be required to sign for the delivery. If no-one is available at your delivery address to receive the Goods, then we may need to charge for the redelivery. If your order has not arrived by the estimated delivery date, please contact us in writing as soon as possible so we can investigate.

### 7.4

If there are likely to be any delivery restrictions to your chosen address, you must contact us before placing your order, as this may incur additional costs.

### 7.5

In the unlikely event that we fail to deliver your order within 30 days of our confirmation (or as otherwise agreed under clause 7.1), you may treat the Contract as being at an end immediately if we have refused to deliver your order or if you told us when placing the order that delivery within that time period was essential.

### 7.6

If you do not wish to cancel under clause 7.5 or none of those circumstances apply, you may specify a new (reasonable) delivery date. If we fail to meet the new deadline, you may then treat the contract as being at an end.

### 7.7

Delivery will be deemed to have taken place when the order has been delivered to the delivery address and you (or someone identified by you) have taken physical possession of the Goods. If you have nominated a safe place in which the courier can leave the order without a signature, delivery will be deemed to have taken place when the order is delivered to this safe place.

### 7.8

The responsibility (sometimes referred to as the “risk”) for the Goods remains with us until delivery is complete as defined in clause 7.7, at which point it will pass to you. You own the Goods only once we have received payment for them in full.

## 8 Consumers Only – Cancelling and Returning of Goods if You Change Your Mind

### 8.1

If you are a Consumer in the United Kingdom, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once your order is complete and we have sent you your confirmation, i.e. when the Contract between you and us is formed. You may also cancel before we send the confirmation.

## 8.2

If the Goods are being delivered to you in a single instalment, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the Goods. If the Goods are being delivered in separate instalments on separate days, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of Goods.

## 8.3

If you wish to exercise your right to cancel under this clause 8, you must inform us of your decision within the cooling-off period and you may do so in any way you wish. Cancellation by email or by post is effective from the date on which you send us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted.

## 8.4

Please note that you may lose your legal right to cancel under this clause 8 if the Goods have been personalised or custom-made for you.

## 8.5

Please ensure that you return Goods to us no more than 14 calendar days after the day on which you informed us of your wish to cancel under this clause 8.

## 8.6

You may return Goods to us by post or another suitable delivery service of your choice. Please contact us to obtain details of the returns address. Please note that you must bear the costs of returning Goods to us if cancelling under this clause 8 and we will not reimburse you for the original delivery charges.

## 8.7

Refunds will be issued to you within 14 calendar days from:

### 8.7.1

The day on which we receive the Goods back; or

### 8.7.2

the day on which you inform us (with evidence) that you have sent the Goods back (if this is earlier than the day under clause 8.7.1);

### 8.7.3

If we have not yet provided a confirmation or have not yet despatched the Goods, the day on which you inform us that you wish to cancel the Contract.

## 8.8

Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. more than would be permitted in a shop). If we issue a refund before we have received the Goods and have had a chance to inspect them, we may subsequently charge you an appropriate sum if we find that the Goods have been handled excessively.

## 8.9

Refunds under this clause 8 will be made using the same payment method that you used when ordering the Goods, unless you specifically request that we make a refund using a different method.

## 9 Business Customers Only – Cancellations and Returns

### 9.1

If you are not a Consumer, you may not cancel any order which we have accepted, except with our written agreement and on the basis that you will indemnify us in full against all loss, costs, restocking fees and other expenses we may incur as a result of the cancellation.

### 9.2

If, on delivery, you are not satisfied with the Goods and wish to return them, you may do so only provided:

#### 9.2.1

You inspect the Goods on delivery. Where the Goods cannot be examined, the delivery note or such other note as appropriate must be marked as “not examined”.

#### 9.2.2

You inform us that you wish to return the Goods within 48 hours of delivery;

#### 9.2.3

The Goods remain in their original condition, as delivered;

#### 9.2.4

The Goods are returned at your risk and you agree to bear the cost of delivery to us; and

#### 9.2.5

You indemnify us against any cost incurred by us in rectifying any deterioration of the Goods caused by incorrect storage or use while in your possession.

### 9.3

If, on receipt, we prove the Goods to be damaged or defective, and you comply with clause 9.2 above, we may refund the cost of delivery at our discretion.

### 9.4

You must return all Goods to us in their original condition, in their original, un-opened packaging, with proof of purchase.

### 9.5

We may offer to replace the Goods (or the defective part of them), or offer you a credit or refund at our discretion. This will only be issued to you once we receive the original Goods back.

### 9.6

If the Goods are not returned in the original packaging, we will charge or deduct a small fee from the refund or credit as applicable.

## 10 Guarantee

### 10.1

Once the Goods have been delivered, you shall be granted a 12 month guarantee. If any defects appear due to no fault of yours during this period, we will rectify any and all such defects at no cost to you.

### 10.2

This guarantee is subject to:

#### 10.2.1

Payment having been received by us in full;

#### 10.2.2

You providing written notice to us within 14 days of becoming aware of any such defect;

#### 10.2.3

You ensuring that no person modifies, adjusts or interferes with the Goods without our prior approval. Should this occur, any problems encountered as a result will be chargeable; and

#### 10.2.4

You following all instructions issued relating to the Goods.

### 10.3

We accept no liability in respect of the following:

#### 10.3.1

Damage due to causes beyond our control including, but not limited to, neglect, misuse, faults or premature deterioration which result from your failure to comply with our maintenance and cleaning instructions;

#### 10.3.2

Damage due to misuse or vandalism; or

#### 10.3.3

Cosmetic damage or deterioration arising out of normal wear and tear.

### 10.4

Any repair work carried out or replacement materials supplied within the guarantee period will also be covered by the guarantee, but only for the remainder of the original guarantee period.

## 11 Liability & Indemnity

### 11.1

Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

### 11.2

Except as provided in clause 9.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are hereby expressly excluded to the maximum extent permitted by law.

### 11.3

Any advice or recommendation given by us or our employees or agents as to the storage, application or use of the Goods which is not confirmed by us in writing is followed or acted upon entirely at your own risk and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.



## 11.4

In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the total fees paid for the Goods.

## 11.5

You agree to indemnify us against all damages, costs, claims and expenses suffered by us as a result of your actions or inactions, including those of your employees, sub-contractors or agents.

## 11.6

Nothing in these Terms and Conditions seeks to limit or exclude any of your statutory rights as a consumer, where applicable.

# 12 Termination

## 12.1

We may cancel any order, suspend further deliveries, and charge interest in accordance with clause 6.3 if:

### 12.1.1

You fail to perform or observe any of your obligations under the Contract or if you are otherwise in breach of the Contract;

### 12.1.2

You become subject to an administration order or enter into a voluntary arrangement or (being an individual or firm) become bankrupt or (being a company) go into liquidation;

### 12.1.3

An encumbrancer takes possession, or a receiver is appointed, of any of your property or assets;

### 12.1.4

You cease, or threaten to cease, to carry on business; or

### 12.1.5

We reasonably apprehend that any of the events mentioned above is about to occur in relation to you and we notify you accordingly.

## 12.2

If clause 11.1 applies then, without prejudice to any other right or remedy available to us, payment for any Goods that have been delivered but not paid for shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

# 13 Confidentiality

Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing or unless required to do so by law.

## 14 Literature & Representations

Any marketing literature is presented in good faith as a guide to represent the Goods does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Contract unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.

## 15 Assignment & Sub-Contracting

### 15.1

You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner will all or any of your rights or obligations under this Contract.

### 15.2

We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without your consent.

## 16 Force Majeure

Neither Party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism or war, governmental action, pandemic, epidemic, difficulties in obtaining raw materials, labour, fuel, parts or machinery, breakdown in machinery or any other event beyond the control of the Party in question.

## 17 Data Protection

Both Parties agree to comply with all applicable data protection legislation including, but not limited to, the General Data Protection Regulation 2016, the Data Protection Act 2018 and any subsequent amendments thereto.

## 18 Other Important Terms

### 18.1

These Terms and Conditions and the Contract shall form the entire agreement between the Parties and shall supersede any previous agreement between us, whether written or oral.

### 18.2

No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

### 18.3

In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of these Terms and

Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.

#### 18.4

Nothing in this Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.

#### 18.5

No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

#### 18.6

All notices shall be in writing, addressed to the most recent address or email address notified to the other Party and shall be deemed duly given when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

## 19 Law & Jurisdiction

#### 19.1

These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising from them or associated with them) will be governed by, and construed in accordance with, the laws of England & Wales.

#### 19.2

Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising from them or associated with them) will fall within the exclusive jurisdiction of the courts of England and Wales.