



TERMS OF BUSINESS

1. DEFINITIONS

In these conditions:

- a) 'Accordance' - in accordance with these Conditions
- b) 'Action' - any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding
- c) 'Agreement' - any legally binding contract between the Provider and the Client, incorporating these Conditions, for the provision of Services
- d) 'Assertions' - any declarations or statements made by the Provider, typically regarding the quality, performance, or other aspects of the Services it provides
- e) 'Client' - any person, firm or agent who accepts the services of the Provider
- f) 'Conditions' - these terms and conditions of business
- g) 'Contract' - any contract for the supply of the Services by the Provider to the Client in accordance with these Conditions
- h) 'Customer' - any recipient to which the Provider ships the Goods to. For the avoidance of doubt, the Provider does not have any contract with the Customer
- i) 'Demand' - any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding
- j) 'Force Majeure' - an event beyond the reasonable control of the Provider including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Providers or subcontractors.
- k) 'Goods' - the goods which are the subject of the Contract which are to be stored and serviced by the Provider at the Client's request
- l) 'Premises' - all the locations that the Provider operates its business from
- m) 'Provider' – Holistic Fulfilment Ltd
- n) 'Services' - any services which the Provider is to supply in accordance with the Conditions.

2. AUTHORITY TO CONTRACT

The client warrants:

- a) They either retain rightful ownership of the Goods, or have legitimate possession of the Goods, with the full authority to engage the Provider for their storage, and to orchestrate the release and/or delivery of the Goods to the Customer;
- b) The Goods have been adequately marked and packaged, conforming to standard procedures for storage and handling; and
- c) All data and information supplied by the Client to Holistic Fulfilment Ltd. are authentic, precise, and comprehensive in all aspects that are materially significant.

3. QUOTATIONS AND TENDERS

Quotations and tenders by the Provider are valid for a period of 28 days from the date of quotation unless otherwise stated or agreed in writing.



4. CONTRACTUAL TERMS

- a) The Agreement is governed by these Conditions, which supersede any terms and conditions set by the Client, unless otherwise officially agreed in written format. Holistic Fulfilment Ltd. shall not be obligated by any alteration, waiver, or addition to the Conditions, unless explicitly confirmed in writing by Holistic Fulfilment Ltd within 14 days.
- b) Holistic Fulfilment Ltd. shall not be held accountable for any verbal warranty or promise provided or claimed to be provided on its behalf, unless officially validated in writing by Holistic Fulfilment Ltd.
- c) Holistic Fulfilment Ltd. holds the authority to modify these Conditions periodically by providing a one-month notice. If the Client finds the modifications unsatisfactory, it may terminate the Agreement within the notice period by providing a written notice to Holistic Fulfilment Ltd., in line with the contractually agreed notice period. During this period, any changes will not be in effect.
- d) The most recent edition of the Conditions will be provided to the Client upon written request.

5. PRICE

- a) All fees to be paid by the Client under this Agreement are exclusive of amounts relating to VAT and all other taxes and duties, which shall be payable by the Client at the applicable rate.

Holistic Fulfilment Ltd. reserves the right to revise its charges to the Client:

- i. promptly, to reflect any modifications to the Services as requested by the Client following the date of the Agreement, including substantial variations to the Goods from what was initially agreed in the Quotation,
 - ii. annually each 1st of January, in line with the most recent published CPI figures for inflation,
 - iii. immediately, to account for rises in Holistic Fulfilment Ltd.'s costs beyond their control (which include, but are not limited to, expenses of postal services, external couriers, pallet networks, and raw materials),
 - iv. by providing one month's notice in writing for any other reason. If such an increase is not acceptable to the Client, they may terminate the Agreement within the notice period by providing written notice to Holistic Fulfilment Ltd., in accordance with the contractually agreed notice period. During this period, any changes will not be in effect.
- b) To eliminate any ambiguity, it should be noted that no insurance coverage of any sort for the Goods (including, but not limited to insurance for consequential losses) is included in the price unless explicitly confirmed in writing by Holistic Fulfilment Ltd.

6. REMUNERATION

- a) All invoices are due immediately and/or a prepayment may be necessitated in advance.
- b) All remittances must be conducted via Direct Debit or, with consent from Holistic Fulfilment Ltd., through electronic bank transfer. Holistic Fulfilment Ltd. may levy an administrative fee and charge for any extra costs incurred in processing payments that do not adhere to the aforementioned methods.



- c) All payments to Holistic Fulfilment Ltd. must be made in Pounds Sterling.
- d) The Client shall not be permitted to make any deductions, assert any setoffs, or withhold payment on any invoices.
- e) Holistic Fulfilment Ltd. retains the right to impose costs and interest on overdue payments as delineated in the Late Payment of Commercial Debts (Interest) Act 1998.
- f) Where any invoice is overdue by more than 30 days, Holistic Fulfilment Ltd. reserves the right to assign a third-party agency or initiate legal proceedings to collect all outstanding sums, in which case any charges or costs accrued will be invoiced to the Client in addition to the Late Payment of Commercial Debts interest and costs.

7. CONTRACT TERM AND TERMINATION NOTICE

- a) Initial Term: This Agreement shall commence upon the Effective Date and continue in full force and effect for an initial term of twelve (12) months ("Initial Term"), unless agreed otherwise, and be terminated in accordance with the provisions set forth in this Agreement.
- b) Early Termination: Should the Client wish to terminate this Agreement prior to the expiration of the Initial Term and transition to another service provider, the Client is required to provide Holistic Fulfilment with a written notice of termination at least twelve (12) weeks prior to the desired termination date.
- c) Termination for Cause: As outlined in the Dissolution Clause of this Agreement, either party may terminate this Agreement prior to its expiration if the other party breaches any material term or condition of this Agreement and fails to remedy such breach within a prescribed period of thirty (30) days.
- d) Termination for Force Majeure: As detailed in the Force Majeure clause of this Agreement, either party may terminate this Agreement in the event a Force Majeure condition persists for a period exceeding three months.
- e) Renewal Term: Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (each, a "Renewal Term"), unless and until either party provides the other with written notice of its intention not to renew at least twelve (12) weeks prior to the end of the then-current term.
- f) Survival: In the event of termination or expiration of this Agreement for any reason, any obligations or liabilities incurred prior to the termination date, including but not limited to the obligations outlined in the Confidentiality and Data Protection clauses, shall survive and continue in full force and effect.

8. RIGHT OF RETENTION

- a) Holistic Fulfilment Ltd. shall possess a specific as well as a general lien on the Goods, enabling it to withhold the Goods as collateral for payment of all amounts due (whether matured or not) from the Client under any account, whether directly related to the Goods or not. Storage charges at the standard rate shall accumulate on any Goods held under a lien.

Holistic Fulfilment Ltd. may enforce this lien in accordance with Section 14(d) below, including by disposing of all or any part of the Goods in line with applicable law.

- b) The Client is obliged to maintain insurance coverage for the Goods while under lien, and Holistic Fulfilment Ltd. will not assume any additional liability for damage or loss beyond what is already stipulated in the Agreement.



9. OBLIGATIONS OF THE CLIENT

The Client is required to:

- a) procure all necessary import licenses or permits required for the entry of the Goods into the territories they are to be shipped to, and their delivery to Holistic Fulfilment Ltd;
 - b) undertake the responsibility for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in association with the importation and delivery of the Goods;
 - c) ensure all the Goods submitted have undergone appropriate testing and approval to ascertain their safety for all intended purposes;
 - d) supply Holistic Fulfilment Ltd with copies of all relevant material safety datasheets pertaining to the Goods, where applicable;
 - e) comply with all laws and regulations affecting the manufacture, sale, packaging and labelling of the Goods currently in effect;
 - f) provide to Holistic Fulfilment Ltd all necessary information to facilitate international customs clearance for Goods to be exported, including but not limited to, cost prices, sale prices, HS codes, customs descriptions, instructions, documents, licenses, authorisations and permissions;
 - g) deliver the Goods for packing in a condition that will not cause damage or injury, or the likelihood thereof, to the property, employees or agents of Holistic Fulfilment Ltd or to the Customer;
 - h) inform Holistic Fulfilment Ltd in writing prior to the presentation of the Goods about any specific precautions required by the nature, weight or condition of the Goods and any laws and regulations specific to the Goods that Holistic Fulfilment Ltd will need to comply with when storing, handling or shipping the Goods;
 - i) solely take responsibility for obtaining any necessary import licences or permits;
 - j) assure that the bill of lading or other contract of carriage:
 - (i) identifies the Client as the named consignee, in care of Holistic Fulfilment Ltd, and
 - (ii) does not identify Holistic Fulfilment Ltd as the consignee.
 - iii) If any Goods are shipped to Holistic Fulfilment Ltd naming it as named consignee, the Client shall promptly notify the carrier in writing that Holistic Fulfilment Ltd is the "in care of party" only and does not have any beneficial title or interest in the Goods. Holistic Fulfilment Ltd may refuse to accept any Goods tendered for storage in violation of this provision, and shall not be liable for any loss or damage to, or mis consignment of, such Goods.
- Regardless of whether Holistic Fulfilment Ltd accepts or refuses goods shipped in violation of this Section, the Client agrees to indemnify and hold Holistic Fulfilment Ltd harmless from all claims for transportation, storage, handling and other charges relating to such goods, including surcharges, undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever, except for charges that Holistic Fulfilment Ltd explicitly has agreed to undertake in writing;
- k) comply with the additional undertakings as detailed in this contract.

10. TERMS OF DELIVERY & PERFORMANCE

- a) Goods are considered delivered to the Customer (and hence no longer under the responsibility of Holistic Fulfilment Ltd) once they are accepted by the Client, the Client's



agent, the Customer, or any carrier (who is considered the Client's agent regardless of who settles the carrier's charges). Holistic Fulfilment Ltd will make reasonable efforts to package and prepare the Goods for dispatch by any date specified by Holistic Fulfilment Ltd or requested by the Client or their agents, but time shall not be of the essence of the Contract

- b) Holistic Fulfilment Ltd will not be held accountable for any penalty, loss, injury, damage, costs, or expenses that arise from any delay or failure in delivery or performance due to any cause.
- c) Holistic Fulfilment Ltd reserves the right to decline any deliveries of Goods or components that the Client has not previously notified of, particularly if the Goods tendered by the Client do not match the description provided in the Quotation or otherwise agreed in writing by Holistic Fulfilment Ltd.
- d) Holistic Fulfilment Ltd also reserves the right to refuse delivery of any Goods or components deemed unsafe or unfit for storage or packing.
- e) If the Client, their agents, or the Customer fail to accept delivery of the Goods or any part of them at the agreed time and date or fail to provide necessary documents or written instructions to facilitate the delivery of the Goods, the Client will be required to compensate Holistic Fulfilment Ltd on demand for all costs and expenses incurred by Holistic Fulfilment Ltd, including storage and all charges resulting from the Client's failure.

11. STIPULATIONS PERTAINING TO ONLINE SYSTEMS & REPORTING

- a) The Client holds the responsibility to ensure usage of a compatible browser, including but not limited to, support for html, xml, css, ECMA script (javascript), canvas, and PDF. Holistic Fulfilment renounces liability and will not offer restitution if the Client is unable to access or use data or reports due to the employment of incompatible software.
- b) Subject to periods of scheduled maintenance, Holistic Fulfilment will use reasonable endeavours to maintain constant availability of the order API. However, uninterrupted uptime of the API is not guaranteed. In instances where the API is unavailable, it falls to the Client to secure and reissue any data requests upon the API's restoration.
- c) Similarly, subject to periods of scheduled maintenance, Holistic Fulfilment shall employ reasonable efforts to ensure the perpetual accessibility of the Client's web portal.
- d) While Holistic Fulfilment will strive to ensure the accuracy of data displayed on the Client's web portal, no warranty or assurance is offered regarding the precision of such data. Holistic Fulfilment will not be held accountable for any loss, delay, or other costs resulting from decisions made by the Client based on any data or report.

12. WARRANTY & LIABILITY LIMITATIONS

- a) No provision within this Agreement shall serve to limit or negate Holistic Fulfilment's liability for:
 - i. Death or bodily harm resulting from negligence, or the negligence of its employees, agents, or subcontractors;
 - ii. Any act of deceit or fraudulent misrepresentation; or
 - iii. Violation of the terms stipulated in section 2 of the Supply of Goods and Services Act 1982 (pertaining to title and quiet possession).
- b) Subject to clause 12.a):



i. Under no circumstances shall Holistic Fulfilment be held accountable to the Client for any loss of profits, or any indirect or consequential loss resulting from or in connection with the Contract, regardless of whether this is due to breach of contract, tort (including negligence), violation of statutory duty, or any other cause; and

ii. The aggregate liability of Holistic Fulfilment to the Client in respect of all other losses originating from or in connection with the Contract, whether due to breach of contract, tort (including negligence), violation of statutory duty, or any other cause, shall under no circumstances exceed the lesser of either 25% of the total amount paid for the services in the given year, excluding postage and materials; or £20,000. Each year commences on the anniversary of the Contract Start Date.

For the sake of clarity, Holistic Fulfilment shall bear no responsibility for any loss, damage, deterioration, delay, non-collection, non-delivery, mis-delivery, unauthorised delivery of any Goods, or non-compliance with instructions caused by any agent (including all carriers irrespective of who pays the carriers' charges) of the Client.

The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the greatest extent permitted by law, exempted from the Contract.

This clause 12 shall persist beyond the termination of the Contract.

13. ASSERTIONS

a) The Client shall inform Holistic Fulfilment of any possible assertion under the Contract, providing comprehensive details of the potential assertion, including any information required by Holistic Fulfilment:

i. For assertions covered by Holistic Fulfilment's Compensation Policy, within the time frames designated in said policy.

ii. For all other assertions, within 14 days of the potential assertion coming to the Client's awareness, and in any event no later than 90 days from its transpiration.

b) Holistic Fulfilment shall be accorded a reasonable period to investigate the assertion and provide a response.

14. DISSOLUTION

In the event that the Client neglects to effectuate payment, or otherwise defaults on any of its obligations under the Contract or any other contract or agreement with Holistic Fulfilment, or is implicated in illicit activities, or actions which tarnish the reputation of Holistic Fulfilment, or enters into insolvency, has a receiver designated or undergoes liquidation, or engages in any agreement with or for the advantage of its creditors, or if Holistic Fulfilment genuinely believes that any event aforementioned may transpire, then Holistic Fulfilment may (at its exclusive discretion and without affecting any other claim, right or remedy against the Client) either:

a) Dissolve the Contract with immediate effect by providing written notice of its intention to the Client; or

b) Suspend the Provision of the Services without notice until the Client's default has been rectified to Holistic Fulfilment's reasonable satisfaction; or

c) Demand advance payment for the Services.

Both the Client and Holistic Fulfilment reserve the right to terminate the Contract in accordance with Section 7 of the Contract.

In the event that Holistic Fulfilment fails to achieve the required service levels for a



particular service under this proposed contract for two consecutive calendar months, the Client shall possess the right, within 30 days from the conclusion of the third such month, to dissolve the Contract by providing Holistic Fulfilment with a written notice of intent to do so.

Should dissolution occur prior to the conclusion of the Initial Term or any Extended Term, either by the Client in violation of the Contract or by Holistic Fulfilment in accordance with this clause 14, the Client shall remit to Holistic Fulfilment an amount equivalent to the aggregate total of the minimum monthly picking fees (as detailed in the Quotation) due over the balance of the remainder of the relevant Term. Such an amount shall instantaneously become a debt owed to Holistic Fulfilment

Upon dissolution:

- a) The Goods will be packaged at the standard charge rate and a concluding invoice dispatched covering all costs, inclusive of any collection or final delivery costs, and storage until the Goods are collected.
- b) The Goods will not be readied for collection, or dispatched for delivery, until all amounts due to Holistic Fulfilment by the Client (or the Client's agents or associates) are fully paid.
- c) The Goods must be collected within 7 days of any agreed collection date between the parties, and in any event within one month of the date of dissolution.
- d) In circumstances where any payment is overdue, Holistic Fulfilment will continue to levy storage charges and may, without prejudice to its other rights and remedies against the Client, inform the Client in writing that the Goods may be sold or otherwise disposed of at the Client's entire risk and expense if such payment is not made within 21 days from the date of such notice. Upon expiry of this period, if such payment has not been made, Holistic Fulfilment may sell or otherwise dispose of the Goods, in entirety or part, at the Client's entire risk and expense through an appropriate method. Any proceeds of sale or disposal shall be remitted to the Client after deduction of all expenses and all amounts owed to Holistic Fulfilment.

15. FORCE MAJEURE

- a) Holistic Fulfilment shall not be held accountable to the Client for any delay or failure in fulfilling its obligations under this Contract as a result of an unforeseen and uncontrollable event ("Force Majeure Event").
- b) In the event that a Force Majeure Event prevents Holistic Fulfilment from meeting the agreed Service Agreement for a period exceeding three months, Holistic Fulfilment reserves the right, without prejudice to its other rights or remedies, to terminate the Contract forthwith by providing written notice to the Client.

16. CONFIDENTIALITY

Each party commits that, during the term of the Contract and for a duration of 24 months post-termination of the Contract, it shall not disclose to any individual any confidential data regarding the business operations, affairs, customers, clients, or suppliers of the other party, save as allowed by this clause.

Each party may unveil the other party's confidential information:

- a) to its staff, executives, representatives, subcontractors, or advisors who require this information for the purpose of executing the party's duties under the Contract. Each



party shall make certain that its employees, executives, representatives, subcontractors, or advisors to whom it discloses the other party's confidential information abide by this clause; and

b) as may be necessitated by law, a court of competent jurisdiction, or any governmental or regulatory authority.

No party shall utilize any other party's confidential information for any objective other than to fulfill its responsibilities under the Contract.

This clause shall not be applicable to any information which:

- i. is already known to the receiving party at the time of disclosure by the disclosing party;
- ii. is or becomes public knowledge through no fault of the receiving party;
- iii. is acquired by the receiving party from a third party who is legally permitted to disclose it to the receiving party; or
- iv. is independently developed by the receiving party without reference to or reliance on the disclosing party's confidential information.

17. DATA PROTECTION

a) In executing the Services, Holistic Fulfilment (the data processor) is anticipated to process data pertaining to the Client (the data controller) and their customers. The data will encompass:

- i. customer details in relation to the Services and subsequent record preservation for a duration no longer than as reasonably necessitated by Holistic Fulfilment and the Client;
- ii. for the execution of the Services;
- iii. encompassing customer data, including name, surname, billing address, delivery address, email, and phone;
- iv. where the controller is obligated to confirm full compliance with the pertinent data protection regulations;
- v. and where the controller has rights to the data as delineated within the GDPR.

b) Holistic Fulfilment will:

- i. act solely on the written directives of the controller (unless necessitated by law to act devoid of such instructions);
- ii. ascertain that individuals processing the data are bound by a duty of confidentiality;
- iii. implement suitable measures to ensure the security of processing;
- iv. engage a sub-processor only with the prior consent of the data controller and a written contract;
- v. assist the data controller in facilitating subject access and allowing data subjects to exercise their rights under the GDPR;
- vi. assist the data controller in fulfilling its GDPR obligations concerning the security of processing, the notification of personal data breaches, and data protection impact assessments;
- vii. return all personal data to the controller as requested at the termination of the contract;
- viii. erase all personal data once it is no longer necessitated; and
- ix. comply with audits and inspections, provide the controller with any necessary information to ensure they are both meeting their Article 28 obligations, and promptly inform the controller if it is requested to do something infringing the GDPR or other data



protection law of the EU or a member state.

c) If the client requires the Services to be provided outside of the EEA, data specifically required for the provision of those Services will be transferred to the non-EEA country. Such permitted transfers will be safeguarded by Holistic Fulfilment through Model Contract Clauses or other sufficient safeguards.

Holistic Fulfilment's liability is as defined in this contract, except that nothing within the contract absolves the processor of its own direct responsibilities and liabilities under the GDPR.

18. GENERAL

a. For the purpose of eliminating any doubt, Holistic Fulfilment may commission the services or employ any individual or provider in order to fulfil any obligation it may have towards the Client.

b. Any notice period required or permitted to be given by either party to the other under the Contract shall be delivered:

i. in written form by recorded delivery to the trading address of Holistic Fulfilment, or to the main contact address as registered by the Client; or

ii. by email to Holistic Fulfilment's support email address, or the Client's main contact email address as registered by the Client.

c. The notice period shall be deemed to be served on the working day that the notice was recorded as delivered, or the first working day following delivery if it falls on a weekend.

d. No waiver by Holistic Fulfilment of any breach of Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

e. If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Conditions and the remainder

19. GOVERNING LAW

The Agreement, including all its stipulations, shall be governed by, and construed in accordance with the laws of England. Both parties expressly consent to the exclusive jurisdiction of the English courts in all matters pertaining to the Agreement.