

DEFINITION

'The company' means Cell Pack Solutions Ltd. or subsidiaries thereof. 'the goods' means those goods specified, 'the purchaser' means the person who buys or has agreed to buy the goods, 'the price' means the price of the goods and any other charges specified, 'the contract' means the contract between the Company and the Purchaser for the sale and purchase of the goods.

This is the entire contract between the parties relating to the subject matter hereof and supersedes all prior agreements and understanding between the parties and may not be changed or terminated except in writing in accordance with the provisions of this contract.

GENERAL

- a) No contract is made with the company until there has been an acceptance by the company of an order placed by the Purchaser.
- b) The terms and conditions herein contained shall apply to the contract and no terms or conditions stipulated by the Purchaser nor any other variation shall have effect unless agreed in writing by the company.

PRICE

- a) The price for a standard product is the price on the current price list less any discounts agreed in writing.
- b) The price for any product, system or service not in the current price list will be obtained in writing from the Company.
- c) Unless otherwise stated the price does not include the cost of delivery.

PAYMENT

- a) All accounts are strictly net. Payments must be made within 28 days from date of invoice. Failure to comply will result in interest being charged at a rate of two and half per cent per month.
- b) Should payments not be made in accordance with (a) and the company deem it necessary to pass an account to a debt collection agency or to its solicitors, the total sum owed by the customer will become due for payment and the customer will be liable for all costs incurred in addition to the outstanding account.

DELIVERY

- a) Any times quoted for delivery are estimates and the Company shall not be liable for failure to deliver within the time quoted. The Company may use any method of delivery available to it. The Company will use reasonable endeavours to meet delivery and/or performance estimates but, in no circumstances shall it be liable to compensate the Customer for non-delivery, non-performance or late delivery or performance.
- b) Time for delivery and/or performance will not be of the essence and the Company reserves the right to delay despatch for a number of reasons, including to perform any necessary credit or anti-fraud checks or procedures or to ensure that payment in full has been received in cleared funds. Where despatch is delayed for such reasons, the Company will use reasonable endeavours to inform the Customer. Time for delivery and/or performance will not be of the essence and the Company reserves the right to delay despatch for a number of reasons, including to perform any necessary credit or anti-fraud checks or procedures or to ensure that payment in full has been received in cleared funds. Where despatch is delayed for such reasons, the Company will use reasonable endeavours to inform the Customer.
- c) Delivery of the goods to a carrier for transmission to the Purchaser or the prior delivery of the goods to the stipulated place of delivery shall constitute delivery to the Purchaser and the risk therein shall upon such delivery pass to the Purchaser. Section 32 (2) and (3) of the Sale of Goods Act 1979 as amended shall not apply.
- d) If the goods are not received by the Buyer within six days from the date of the relevant invoice the carrier and the Company must at once be informed.
- e) Unless otherwise agreed in writing the Company shall be entitled to make partial deliveries or deliveries by installments and the terms and conditions herein contained shall apply to each partial delivery.
- f) Deviations in quantity of the goods delivered (representing not more than ten per cent by value) from that stated in the contract shall not give the Purchaser any right to reject the goods or to claim damages and the Purchaser shall be obliged to accept and pay at the contract rate for the quantity of goods delivered.

TRANSFER OF PROPERTY

- a) The property in the goods shall remain in the Company until the Company has received payment in full for the goods and all other sums owing and/or due to the company.
- b) The Purchaser (who shall in such case act on its own account and not as agent for the company) shall sell the goods prior to making payment in full for them, the beneficial entitlement of the Company therein shall attach to the proceeds of such sale or to the claim for such proceeds.
- c) So long as the property in the goods remains in the company, the company shall have the right without prejudice to the obligation of the Purchaser to purchase the goods to re-take possession of the goods (and for that purpose to go upon any premises occupied by the Purchaser).
- d) Nothing in this condition shall confer any right upon the Purchaser to return the goods sold hereunder. The company may maintain an action for the price notwithstanding that property in the goods may not have passed to the purchaser.
- e) If the value of the above securities exceeds the company's combined outstanding claim by more than twenty per cent the company agrees to release reserve goods of its choice to the necessary extent upon Purchaser's request.

WARRANTY

In the case of defects or faulty workmanship in products or any parts thereof supplied but not manufactured by the company, the Purchaser shall not be entitled to receive any greater benefit hereunder than shall be received by the company under any guarantee or warranty given to the Company by the manufacturers or suppliers thereof. With respect to software programmes the Company does not warrant the intellectual content to be free from errors. These terms apply provided that:

- 1) The company is notified in writing within 7 days of the discovery of any such defects by the Purchaser and in any event not later than the periods specified above from the date of delivery.
- 2) The defective goods are returned to the Company, transportation charges being prepaid by the Purchaser.

Cell Pack Solutions Ltd. Terms and Conditions of Trading
6 West Walpole Street, South Shields. NE33 5BY

- 3) Examination by the Company of such goods shall disclose to its satisfaction that such defects exist and have not been caused by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by the Company.
- 4) The Purchaser shall pay the Company the cost (as certified by the Company) of any examination of such goods as a result of which the Company does not admit liability. The warranty does not apply to expendable materials.

IN THE CASE OF A CONSUMER TRANSACTION THE WARRANTY CONDITIONS ABOVE SHALL NOT AFFECT THE STATUTORY RIGHTS OF THE PURCHASER AS DEFINED IN THE CONSUMER TRANSACTIONS (RESTRICTIONS OF ON STATEMENTS) ORDER 1976 (AS AMENDED).

EXCLUSION OF LIABILITY

- a) Save as expressly provided in the conditions above, the Company shall be under no liability of whatsoever kind, howsoever caused, whether or not due to the negligence or wilful default of the Company or its servants or agents arising out of or in connection with the goods. All condition, warranties or other terms, whether expressed or implied, statutory or otherwise, are hereby expressly excluded provided that nothing in this paragraph shall exclude or restrict any liability of the Company for death or personal, injury resulting from the negligence of the Company or its servants or agents.
- b) If it should be held in relation to any claim that paragraph (a) above is not effective the Purchaser shall not be entitled to reject the goods and any damage recovered by the Purchaser shall be limited to the reasonable cost of remedying the breach of contract provided that the Company shall first be afforded the opportunity of itself carrying out such remedial work.
- c) Except where the contract is an international supply contract having the characteristics specified in section 26 of the Unfair Contract Terms Act 1977, nothing contained in this Condition shall exclude or restrict.
- d) Any liability the Company for breach of its implied undertaking as to title and
- e) Where the Purchaser deals as consumer within the meaning of the Unfair Contract Terms Act 1977 and liability of the Company for breach of its implied undertakings as to conformity of the goods with description or sample or as to their quality or fitness for a particular purpose.

FORCE MAJEURE

The Company shall not be under any liability of whatsoever kind for non-performance in whole or in part of its obligations under the contract due to causes beyond the control EITHER OF THE COMPANY OR THE COMPANY'S SUPPLIERS INCLUDING, BUT NOT LIMITED TO WAR (whether an actual declaration thereof is made or not) sabotage, insurrection, not or other act of civil disobedience, acts of the purchaser or a third party, failure or delay in transportation, acts of any government or any agency or subdivision thereof, government regulations judicial actions, labour disputes strikes embargoes illness accident fire explosion flood tempest or other acts of god, delay in delivery to the company or the company's suppliers or shortage of labour, fuel raw materials or machinery or technical failure in any such event the company may without liability, cancel or vary the terms of the contract including, but not limited to extending the time for performing the contract for a period at least equal to the time lost by reason of such event.

BREACH AND FINANCIAL CONDITIONS OF PURCHASER

- a) If any of the purchaser's obligations to the company are not fulfilled or if the purchaser's financial condition at any time does not in the Company's unfettered judgment, justify continuance of the contract on the terms of payment specified the company may without prejudice to any other rights it may have cancel any outstanding order or suspend any deliveries of any of the goods unless the purchaser makes such payment for any of the goods ordered as the company may require.
- b) If any order is so cancelled or suspended by the company, the purchaser's shall indemnify the company on demand against all losses (including loss of profit) costs (including the costs of labour and materials used and overheads incurred) damages, charges and expenses arising out of the order and the cancellation of suspension thereof (the Company giving credit for the value of any such materials sold or utilised for other purposes).
- c) The company will only accept cancellation of orders on the basis that the purchaser is prepared to pay cancellation costs to be determined by the company. Those costs will normally depend on the length of time between the cancellation date and the due delivery date.

INDEMNITY

The purchaser shall comply with all instructions of the company and all legislation in relation to the use processing, storage and sale of the goods and shall indemnify the Company against any cost, claim, demand expenses or liability which the company may incur arising out of or in connection with such use, processing, storage or sale.

NOTICES

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified or such other addresses as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 hours after posting.

ASSIGNMENT

The purchaser shall not assign or transfer or purport to assign or transfer the contract or the benefit thereof to any other person.

SUB CONTRACTORS

The company reserves the right to sub-contract the performance of the contract or the benefit thereof to any other person.

PROPER LAW AND JURISDICTION

The contract shall be governed by and constructed in accordance with English law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with contract.

HEADINGS

The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.