

**Terms and Conditions: E-Commerce**

When purchasing products on this website, the Customer is subject to the terms and conditions below. By placing an order, the Customer agrees to these terms and conditions.

The Customer's attention is drawn to the provisions of clause 8.

1. **Interpretation**

1.1. **Definitions:**

"Business Day"	a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.
"Business Hours"	the period from 9.00 am to 5.00 pm on any Business Day.
"Conditions"	the terms and conditions set out in this document as amended from time to time in accordance with clause 16.
"Contract"	the contract between CPS and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
"CPS"	Cell Pack Solutions Limited (registered in England and Wales with company number 04177772).
"Customer"	the purchaser of the Goods from CPS.
"Delivery Location"	has the meaning given in clause 4.3.
"Force Majeure Event"	an event, circumstance or cause beyond a party's reasonable control including but not limited to any delay in delivery caused by third parties or weather conditions.
"Goods"	the goods (or any part of them) set out in the Order.
"Order"	the Customer's order for the Goods placed through this website.
"Warranty Period"	has the meaning given in clause 5.1.

## 1.2. **Interpretation:**

- 1.2.1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2. A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4. Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5. A reference to **writing** or **written** excludes fax but not email.

## 2. **Basis of contract**

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when CPS issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5. Any samples, drawings, descriptive matter, or advertising produced by CPS and any descriptions or illustrations contained in CPS's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. Goods and any packaging may vary from that shown on the website. They shall not form part of the Contract nor have any contractual force.

## 3. **Goods**

- 3.1. To the extent that the Goods are to be manufactured in accordance with any specification or instructions supplied by the Customer, the Customer shall indemnify CPS against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by CPS in connection with any claim made against CPS for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with CPS's use of customer instructions or any specification. This clause 3.1 shall survive termination of the Contract.
- 3.2. CPS reserves the right to amend any customer instructions or specification if required by any applicable statutory or regulatory requirement, and CPS shall notify the Customer in any such event.

#### 4. **Delivery**

- 4.1. Each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, any contract number and/or relevant Customer and CPS reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), and special storage instructions (if any).
- 4.2. Where CPS requires the Customer to return any packaging materials to CPS, the Customer shall make any such packaging materials available for collection at such times as CPS shall reasonably request. Returns of packaging materials shall be at CPS's expense.
- 4.3. CPS shall deliver the Goods to the UK location set out in the Order or such other location as the parties may agree in writing (**Delivery Location**). CPS do not deliver outside of the UK without separate written agreement and additional costs charged to the Customer for such international delivery.
- 4.4. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.5. Any dates quoted for delivery are estimated delivery dates only and may be subject to change, any delivery timescales are approximate, and the time of delivery is not of the essence. CPS shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide CPS with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6. If CPS fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. CPS shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide CPS with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7. If CPS delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, CPS shall make a pro rata adjustment to the invoice for the Goods.
- 4.8. CPS may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

#### 5. **Quality**

- 5.1. Subject to clause 5.2, CPS warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall conform in all material respects with their description and be free from material defects in design, material and workmanship.
- 5.2. Where non-conformity of the Goods with their description, or defect in design, material and workmanship occurs in Goods, and such Goods have been supplied by but not manufactured by CPS, the Customer shall not be entitled to any greater benefit than shall CPS shall be entitled to under any warranty given to CPS by the manufacturer or supplier of such Goods.
- 5.3. Subject to clause 5.4, if:
  - 5.3.1. the Customer gives notice in writing to CPS, during the Warranty Period (if applicable), within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
  - 5.3.2. CPS is given a reasonable opportunity of examining such Goods; and

5.3.3. the Customer (if asked to do so by CPS) returns such Goods to CPS's place of business at the Customer's cost,

CPS shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.4. CPS shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

5.4.1. the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.4.2. the defect arises because the Customer failed to follow CPS's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same.

5.4.3. the defect arises as a result of CPS following any drawing, design or specification supplied by the Customer.

5.4.4. the Customer alters or repairs such Goods without the written consent of CPS.

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

5.4.6. the Goods differ from their description and any applicable specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.5. CPS does not give any warranty that the Goods are fit for the purpose for which the Customer intends to use them.

5.6. Except as provided in this clause 5, CPS shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.7. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.8. These Conditions shall apply to any repaired or replacement Goods supplied by CPS.

## 6. **Title and risk**

6.1. The risk in the Goods shall pass to the Customer on completion of delivery.

6.2. Title to the Goods shall not pass to the Customer until the earlier of:

6.2.1. CPS receives payment in full (in cash or cleared funds) for the Goods and any other goods that CPS has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

6.2.2. the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3. Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as CPS's property and in accordance with any storage instructions provided by CPS.

6.3.2. not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods.

- 6.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 6.3.4. notify CPS immediately if it becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.4; and
- 6.3.5. give CPS such information as CPS may reasonably require from time to time relating to:
  - 6.3.5.1. the Goods; and
  - 6.3.5.2. the ongoing financial position of the Customer.
- 6.4. Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before CPS receives payment for the Goods. However, if the Customer resells the Goods before that time:
  - 6.4.1. it does so as principal and not as CPS's agent; and
  - 6.4.2. title to the Goods shall pass from CPS to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5. At any time before title to the Goods passes to the Customer, CPS may:
  - 6.5.1. by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
  - 6.5.2. require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 7. **Price and payment**

- 7.1. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in CPS's published price on the website or in CPS current price list in force as at the date of delivery.
- 7.2. CPS may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
  - 7.2.1. any factor beyond CPS's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, and other manufacturing costs).
  - 7.2.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
  - 7.2.3. any delay caused by any instructions of the Customer or failure of the Customer to give CPS adequate or accurate information or instructions.
- 7.3. The price of the Goods:
  - 7.3.1. excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to CPS at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - 7.3.2. excludes the costs and charges of packaging, insurance, and transport of the Goods, which shall be charged separately to the Customer.

- 7.4. The Customer shall pay for the Goods at the time of placing the Order and time for payment shall be of the essence of the Contract.
- 7.5. CPS has the right to reject orders for any reason, including but not limited to:
- 7.5.1. if the Customer's payment at the time of Order has failed.
  - 7.5.2. if a product is out of stock.
  - 7.5.3. if a customer is located outside the UK or other permitted delivery areas.
  - 7.5.4. if the Customer's payment has failed and/or the Customer has failed any credit checks carried out by CPS or by the Customer's card issuer.
  - 7.5.5. if CPS reasonably suspects that the Customer is acting fraudulently in placing an Order and/or in its intended use of the Goods.
- 7.6. If the Customer fails to make a payment due to CPS under the Contract by the due date, then, without limiting CPS's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.7. 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).
8. **Limitation of liability**
- 8.1. References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 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
  - 8.2.4. defective products under the Consumer Protection Act 1987.
- 8.3. Subject to clause 8.2, CPS's total liability to the Customer shall not exceed the total price of the Goods set out in the Order.
- 8.4. Subject to clause 8.2, 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.

8.5. This clause 8 shall survive termination of the Contract.

9. **Termination**

9.1. Without limiting its other rights or remedies, CPS may terminate this Contract with immediate effect by giving written notice to the Customer if:

9.1.1. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of being notified in writing to do so.

9.1.2. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

9.1.3. the Customer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business; or

9.1.4. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2. Without limiting its other rights or remedies, CPS may suspend provision of the Goods under the Contract or any other contract between the Customer and CPS if the Customer becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.4, or CPS reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3. Without limiting its other rights or remedies, CPS may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4. On termination of the Contract for any reason the Customer shall immediately pay to CPS all of CPS's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, CPS shall submit an invoice, which shall be payable by the Customer immediately on receipt.

9.5. Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

10. **CPS website**

10.1. The Customer is responsible for maintaining the confidentiality of any online account and password on the CPS website and for taking all reasonable measures to protect, limit and prevent access to its account. The Customer agrees to accept responsibility for all activities that occur under its account. The Customer shall notify CPS immediately if there is any suspicion that its account has been hacked.

10.2. Whilst CPS takes all reasonable steps to ensure a fast and reliable service, CPS does not guarantee that the Customer's use of this website will be interruption or error free and CPS is not be responsible for any disruption, loss of or corruption of any data or download. Further, CPS are not

responsible nor liable for the Customer's use of any other websites which it may access via links within this website, CPS does not control these websites and are not responsible for their content.

- 10.3. This website may include product reviews which have been uploaded by other users of the site. These reviews have not been verified or approved by CPS and do not represent CPS views or values. If the Customer becomes aware of any review that its feel is inappropriate, it can report this via the website. The Customer is responsible for any review it posts, the content of the review, and for the review being fair and accurate in all respects. The Customer must not post any defamatory remarks on any review. CPS have the right to remove any review if, in CPS opinion, the post does not comply with these content standards.
- 10.4. The contents of this website including pictures, designs, logos, photographs, text written, and other materials are the copyright, trademark, registered trademark or other intellectual property of CPS or its content and technology providers or their respective owners. All rights are reserved. The copying, modification, distribution, reproduction, or incorporation into any other work of part or all of the material available on this website in any form is prohibited, save that the Customer may copy, print or download extracts of the material on this website for the sole purpose of using this website or placing an order with CPS.

11. **Data protection**

- 11.1. Any personal data provided to CPS by the Customer shall be dealt with and used by CPS in accordance with CPS Privacy Notice set out at [www.cellpacksolutions.co.uk/support/privacy-policy/](http://www.cellpacksolutions.co.uk/support/privacy-policy/)

12. **Force majeure**

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

13. **Assignment and other dealings.**

- 13.1. CPS may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.2. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of CPS.

14. **Confidentiality**

- 14.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.
- 14.2. Each party may disclose the other party's confidential information:
- 14.2.1. to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
- 14.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.



14.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15. **Entire agreement**

15.1. The Contract constitutes the entire agreement between the parties.

15.2. Each party acknowledges that in entering the Contract it does not rely on 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 or negligent misstatement based on any statement in the Contract.

16. **Variation**

16.1. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. **Waiver**

17.1. Except as set out elsewhere in these Conditions any waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18. **Severance**

18.1. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 18 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. **Notices**

19.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

19.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);  
or

19.1.2. sent by email to the following addresses (or an address substituted in writing by the party to be served):

19.1.2.1. CPS: info@cellpacksolutions.co.uk

19.1.2.2. Customer: the email address used by the Customer when placing an Order.

19.2. Any notice shall be deemed to have been received:

19.2.1. if delivered by hand, at the time the notice is left at the proper address.

19.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

19.2.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

19.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. **Third party rights**

20.1. 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. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

21. **Governing law**

21.1. 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.

22. **Jurisdiction**

22.1. 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.