

SPRINGPACK STANDARD TERMS AND CONDITIONS OF SALE

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.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.5.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Contract Price: the price for the Goods set out on the Website or in the order confirmation issued by the Supplier act.

Customer: the person or firm who purchases the Goods from the Supplier.

Delivery Location: has the meaning given in clause 4.1.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control including strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), 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 suppliers or subcontractors.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, placed via the Website or other method accepted by the Supplier including by telephone or email.

Supplier: Springpack Limited (registered in England and Wales with company number 08775441).

Website: means the website operated by the Supplier at <https://springpack.co.uk/>

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) 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.
- (d) 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.
- (e) 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 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for the period stated within it. If no period is stated, the quotation shall be valid for 30 days from its date of issue.

- 2.3 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 and any applicable specification are complete and accurate.

- 2.4 The Order shall only be deemed to be accepted by the Supplier on the earlier of when the Supplier: (i) issues a written acceptance of the Order; or (ii) despatches the Goods, at which point the Contract shall come into existence.

- 2.5 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.

- 2.6 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or Website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

3. Goods

- 3.1 The Goods are described on the Supplier's Website.

- 3.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Supplier 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 the Supplier in connection with any claim made against the Supplier in relation to: (i) the use of the Customer's Specification in the supply or use of the Goods; or (ii) for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the specification. This clause 3.2 shall survive termination of the Contract.

- 3.3 The Supplier reserves the right to amend any specification or description of the Goods if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

- 3.4 Bespoke tools and stereos that have not be required to be used for a Customer shall be kept for a maximum of 1 year, after which they will be automatically disposed of.

4. Delivery

- 4.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

- 4.2** Delivery is completed when Goods are made available for unloading at the Delivery Location. The Customer shall be responsible for unloading Goods at the Delivery Location.
- 4.3** Any dates or times quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods, including any delay caused by a Force Majeure Event, the Customer's failure to provide access to the Delivery Location or the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4** The Delivery Location must be accessible by HGV. Orders placed which are not suitable for delivery via HGV without Supplier's prior written acceptance and are undelivered will incur a restocking charge and any delivery fees will not be refunded.
- 4.5** If the Supplier fails to deliver the Goods, its liability shall be limited to refunding any payment made by the Customer for the relevant Goods. The Supplier 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 the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6** Subject to any variation agreed in writing by the parties in a bespoke stock holding arrangement, if the Customer fails to accept delivery of the Goods within one Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7** If five Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8** If the Supplier delivers up to and including 10% more or less than the quantity of Goods ordered and/or there is any variation in the dimensions of the Goods of not more than plus or minus five millimetres, such variations shall not constitute a breach or a failure to perform the Contract and the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.9** The Supplier 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** No claim for Goods damaged in transit can be made:
- (a) if discovered at the time of delivery unless notification of such damage is signed for on the carrier's paperwork, delivery refused and the Customer notifies the Supplier within 48 hours of delivery of the Goods; or
 - (b) if discovered after delivery, unless a Product Concern Form has been completed or the Supplier's customer helpline contacted and followed by written notification within 14 days of the date of delivery.
- 5.2** The Supplier warrants that on delivery the Goods shall:
- (a) conform in all material respects with their description; and
 - (b) be free from material defects in material and workmanship.
- 5.3** Subject to clause 5.4, if:
- (a) the Customer gives notice in writing to the Supplier in accordance with clause 5.1 that some or all of the Goods do not comply with the warranty set out in clause 5.2;
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. If the Goods contain any adhesive and there is a defect in the adhesive and not any other part of that Good, the Supplier shall apply the above warranty remedies up to 6 months from the date of delivery.
- 5.4** The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.3;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of the Supplier following any specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) 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** Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the

Goods' failure to comply with the warranty set out in clause 5.2.

5.6 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.

5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 4.

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

- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier 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
- (b) 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:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d); and
- (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, the Customer may use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods.

6.5 At any time before title to the Goods passes to the Customer, the Supplier may 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. Returns

7.1 Subject to clause 7.2 and 7.3, Goods (except bespoke Goods) ordered incorrectly by the Customer may be returned at the Customer's cost to the Supplier's premises within 28 days following the date of delivery of the Goods.

7.2 Returned Goods will be subject to a 25% handling and re-stocking charge and any delivery charge for the original order of Goods shall not be refunded.

7.3 Any returned Goods must be in a fully re-sellable condition and packaged as originally despatched. The Supplier reserves the right to refuse to re-stock or

refund money for Goods purchased in error which are not in a re-sellable condition.

8. Price and payment

8.1 The price of the Goods shall be the price quoted on the Website at the time the Supplier accepts the Order or as otherwise confirmed by the Supplier in its written acceptance of the Order.

8.2 For instances of "Forward Orders", where a price is quoted and agreed with the Customer several months prior to a delivery being made, additional charges may apply at time of delivery. Where additional charges will be applied, the Customer will be informed in writing prior to the delivery being made. Should the Customer cancel the order, a cancellation fee, or restocking charge, will be applied.

8.3 The Supplier may, by informing the Customer in writing 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:

- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

8.4 In the event of an obvious and unmistakeable pricing error, the Customer will be informed in writing and pricing will be corrected, with the Customer having the right to cancel the Order before dispatch if required. If the Supplier mistaken accepts and processes an Order where a pricing error is obvious and unmistakeable, the Supplier may cancel supply of the Goods and refund the Customer any sums paid.

8.5 The price of the Goods:

- (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be advised at the time of placing the Order and invoiced to the Customer.

8.6 The Customer shall pay for the Goods in full and cleared funds at the time of placing an Order, unless otherwise agreed in writing with the Supplier.

8.7 Payment can be made to the bank account nominated in writing by the Supplier, by credit/debit card, by cheque, by cash or via a valid PayPal account.

8.8 Time for payment shall be of the essence of the Contract.

8.9 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10, 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 8.9 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%.

8.10 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).

8.11 Offers and promotions are subject to availability and may be withdrawn or substituted at any time. Promotional offers and voucher codes are not to be used in conjunction with any other special customer prices or discounts.

9. Limitation of liability

9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

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

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

9.3 Subject to clause 9.2, the Supplier's total liability to the Customer shall not exceed the relevant Contract Price.

9.4 Subject to clause 9.2, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings or wasted expenditure;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

9.5 This clause 9 shall survive termination of the Contract.

10. Termination

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

- (a) 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 10 Business Days of that party being notified in writing to do so;
- (b) 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;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) 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.

10.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d), or the Supplier 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.

10.3 Without limiting its other rights or remedies, the Supplier may suspend or terminate the Contract or any other contract between the Customer and the Supplier 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.

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

10.5 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.

10.6 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.

11. 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 30 days, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

12. General

12.1 Assignment and other dealings.

- (a) The Supplier 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.
- (b) 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 the Supplier.

12.2 Confidentiality.

- (a) 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 12.2(b).

- (b) Each party may disclose the other party's confidential information:
 - (i) 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 12.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) 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.

12.3 Data protection. Both parties will comply with all applicable requirements of the relevant data protection legislation and the Supplier's privacy policy in force from time to time. The parties acknowledge that for the purposes of the relevant data protection legislation, the Customer is the controller and the Supplier is the processor.

12.4 Entire agreement. The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into 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.

12.5 Variation. The Supplier may amend these Conditions at any time by giving written notice of the amendments to the Customer.

12.6 Waiver.

- (a) Except as set out in clause 2.5, a 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.
- (b) 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.

12.7 Severance. 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 12.7 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.

12.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand, pre-paid first-class post or other next working day delivery service, or email.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) 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
 - (iii) if sent by email, at 9.00 am the next Business Day after transmission.
- (c) 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.

12.9 Third party rights. 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.

12.10 Governing law. 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.

12.11 Jurisdiction. 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.

12.12 Excluded Products. These Conditions do not apply to the sale of any case erectors, case sealers, scanners, pallet truck or pallet wrapping machines.

AUGUST 2023