

CREDIT ACCOUNT FORM



Please return to:

Cell Pack Solutions Ltd. Unit 218 Tedco Business Works, Station Road, South Shield NE33 1RF

The undersigned is applying for credit with Cell Pack Solutions Ltd and agrees to abide by the standard terms and conditions of Cell Pack Solutions Ltd.

Registered Name
Registered No: Vat No
Registered Office Address
.....
Tel No Contact
Fax No Email
Web Address

Invoice Address (if different).....
.....
Tel No Contact
Fax No Email

Accounts Payable Contact
Tel Fax Email

Is the company part of a group Yes / No
Group or Parent Company
Status (tick) Public Limited Company Private Limited Company Partnership Sole Trader
How long Established Nature of Business

Trade Reference 1
Name
.....
Phone Fax..... Contact

Trade Reference 2
Name
.....
Phone Fax..... Contact

Bank Details
Name and Address
.....
.....
Bank Account Number Sort Code

Maximum Credit per month Required £.....

We confirm that the above information is true and is given to enable Cell Pack Solutions to extend credit to the applicant. We authorise Cell Pack Solutions to make such credit investigations as it seems fit, including contacting the above trade references. We authorise all trade references to disclose all relevant information concerning the financial and credit history of the applicant.

I have read and understood the Terms and Conditions of Sale as attached and agree to the same on the behalf of the above named credit applicant in respect to any purchase from Cell Pack Solutions Ltd.

Authorised Signature
Printed Name
Position Date.....

Internal Use Only Approved LimitBy Date

Terms and Conditions

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.

ORDERS

We reserve the right to refuse to accept any order.

Non-acceptance of an order may be a result of one of the following:

a.. The product you ordered being unavailable from stock

b.. Our inability to obtain authorisation for your payment

c.. The identification of a pricing or product description error

d.. You not meeting the eligibility to order criteria set out in the main Terms and Conditions"

e.. Your rights to cancel - you are entitled to cancel your order under the Distance Selling Regulations . To cancel you must contact us within 7 days of delivery quoting the reference number as indicated on your original order . Please send back the original goods , unused and with the original packaging , even it has been opened. Please also send a copy of the invoice we have sent with the goods. Assuming that goods have been returned in a fit state then we will refund the cost of the product .

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 Unless otherwise stated the price does not include the cost of delivery.

c) Prices shown on our web site are subject to amendment without notice and orders are only accepted at the price ruling at the date of despatch. If the prices is different from that shown on the web site we will inform you by e-mail.For orders made from the UK or the European Union 17 .5 % VAT is charged.

PAYMENT

a) All goods ordered online are paid for by credit card . Payments are preauthorized by Worldpay , this organization is a highly respected organization and are part of the Royal Bank of Scotland . Cell Pack Solutions Ltd never have sight or knowledge of the customers credit card details. We have agreed a 5 DAY preauthorization period with Worldpay , this means we do automatically take payment , it gives us an opportunity to review the order and advise you of availability and delivery should their be a problem . It also allows a short period for you to cancel - although in normal circumstances we do try to ship on the same day. If product is unavailable we would email you and advise of the delay and ask your permission to take payment .

b) We realise that some people still prefer other payment methods so we have included an option for you to print your order and to send a cheque or postal order . In these circumstances please allow 5 days for cheques to clear.

c) We have recently included Paypal as a payment option as it seems to be a preferred method by a growing percentage of customers .

d) For those business customers who have regular requirements then as is standard practice in Industry we do have a facility to set up 30 day credit accounts . You are advised to contact us separately and we will send you the relevant forms . Payment terms under these circumstances are to be made 30 days from date of invoice , Failure to comply will result in interest being charged at a rate of 2.5 % per month. Should payments not be made in accordance with these terms then Cell Pack Solutions Ltd reserve the right if necessary to pass the debt on to a debt collection agency or 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.

WEBSITE FUNCTIONALITY

Whilst we make every effort to make our websites compatible with all computer equipment , we do not accept liability for any corruption or loss of data held on your systems. We confirm all transactions by email to the email address you provide and it is your responsibility to ensure that your computer system is designed to accept these return messages . We cannot be held responsible for delays or loss of messages caused by some filtering systems or by external ISP Issues.

DELIVERY

a) Any times quoted for delivery are estimates and the Company shall not be liable for failure to deliver within the time quoted. However it is our normal practice to despatch orders on the same day if received by 4 pm if the product is in stock . If the product is not in stock we will advise you and make you aware of our 5 day preauthorization period and give you the option to cancel the order or allow us to put it on back order. Some of our products are made to order so we will advise you a delivery date when it is appropriate.

b) 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.

c) 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.

d) Unless otherwise agreed in writing the Company shall be entitled to make partial deliveries or deliveries by instalments and the terms and conditions herein contained shall apply to each partial delivery.

e) 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.

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.

5. In the case of replicated batteries or refurbished batteries we will take every care to use identical components and any variation will be made with the prior approval of the customer. Using non original batteries may affect the warranty of the host equipment and this should be taken into your consideration before ordering . We are not in any position to offer warranty on the final equipment .

IN THE CASE OF A CONSUMER TRANSACTION THIS CONDITION 7 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 Condition 7, 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.

1. Any liability the Company for breach of its implied undertaking as to title and

2. 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, riot 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 s [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.

E&OE

Errors & Omissions Excepted.

We make every effort to ensure that the information on our site is accurate and up to date. We will promptly correct any errors brought to our attention. If you find an error please contact webmaster@cellpacksolutions.com

Specifications and product descriptions are for guidance only, and cannot be guaranteed for accuracy

We reserve the right to withdraw any item from sale, at any point prior to despatch, for whatever reason. You will be promptly informed by email if such a situation arises.