

TERMS AND CONDITIONS OF SUPPLY

This page (together with the documents referred to on it) tells you the terms and conditions (**Conditions**) on which we supply any of the products (**Products**) listed on our website www.lektropacks.co.uk (**our site**) to you. Please read these conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these Conditions.

You should print a copy of these Conditions for future reference.

Please click on the button marked "I Accept" at the end of these Conditions if you accept them. Please understand that if you refuse to accept these Conditions, you will not be able to order any Products from our site.

INFORMATION ABOUT US

www.lektropacks.co.uk is a site operated by Lektropacks Limited, (**we**). We are registered in England and Wales under company number 04470667 and with our registered office at 4 Red Lion Court, Alexandra Road, Hounslow, Middlesex, TW3 1JS. Our main trading address is Unit 6, The Metro Industrial Centre, St. John's Road, Isleworth, Middlesex, TW7 6NJ. Our VAT number is 224162693.

SERVICE AVAILABILITY

Our site is only intended for use by people resident in the United Kingdom. We do not accept orders from individuals outside the United Kingdom.

YOUR STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old; and
- (c) You are resident in the United Kingdom; and
- (d) You are accessing our site from that country.

HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 1.2 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the **Dispatch Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Dispatch Confirmation.
- 1.3 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

CONSUMER RIGHTS

- 1.4 For the purposes of these Conditions, you shall be contracting as a Consumer if you are not acting for the purposes of your business, trade or profession in purchasing Products from us. All other customers shall be contracting as Business Customers. If you are contracting as a Consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products and you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 9 below).
- 1.5 To cancel a Contract, you must inform us in writing and you must return the Product(s) to us immediately thereafter, prior to assembly and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

AVAILABILITY AND DELIVERY

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days if you are contracting as a Consumer, or within a reasonable time of the date of the Dispatch Confirmation if you are contracting as a Business Customer.

RISK AND TITLE

- 1.6 Any and all Products will be at your risk from the time of delivery.
- 1.7 Ownership of a Product will only pass to you when we receive full payment of all sums due in respect of the Product, including delivery charges.
- 1.8 If you are contracting as a Business Customer, ownership of a Product will only pass to you upon our receipt of the sums detailed in Condition 7.2 above, together with all other sums which are or which become due to us from you on any account. Until ownership of a Product has passed to you, if you are contracting as a Business Customer, you must:

7.3.1 store the Product (at no cost to us) separately from all your other goods and any goods of any third party in such a way that they remain identifiable as our property;

7.3.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Product, maintain the Product in satisfactory condition and keep it insured on our behalf for the Product's full price against all risks to our reasonable satisfaction. On request you shall produce the policy of insurance to us; and

7.3.3 hold the proceeds of the insurance referred to in condition 7.3.2 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

- 1.9 If you are contracting as a Business Customer, your right to possession of a Product shall terminate immediately, if:

7.4.1 you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or

7.4.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or be obtained against you or you are

unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or you cease to trade, or you encumber or in any other way charge the Product.

PRICE AND PAYMENT

- 1.10 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.
- 1.11 These prices include VAT but exclude delivery costs of £3.00 - £10.00 per order, which will be added to the total amount due. Delivery is carried out Monday to Friday between 8 a.m. and 6 p.m. Saturday delivery is available at extra cost; please phone for details. We deliver to all areas throughout the UK mainland.
- 1.12 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 1.13 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 1.14 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.
- 1.15 Payment for all Products must be by credit or debit card. We accept payment with VISA, MASTERCARD, MAESTRO, CIRRUS and AMERICAN EXPRESS.

OUR REFUNDS POLICY

- 1.16 When you return a Product to us:
 - (a) because you are contracting as a Consumer and you have cancelled the Contract between us within the seven-day cooling-off period

(see clause 5.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.

(b) When you return a Product to us for any other reason, returns will be subject to the following process:

- (i) Returns of any non-faulty Products under this Condition 9 (1) (b) shall only be refunded or replaced without charge if you contact us in writing within 14 days of receipt of the Product, informing us of your wish to return it and thereafter follow the procedure for returning the Product which will be notified to you by us. Without limitation, you must take reasonable care of any Products in your possession and any Products must be returned in the same condition in which you received them and at your own cost and risk; if you are contracting as a Business Customer, any returns will additionally be subject to a restocking fee of 20%.
- (ii) If you wish to return a Product to us because it is damaged or defective, any such damage or defect must be notified to us as soon as possible, but in any event prior to assembly and within 8 days of the date that you discovered or ought to have discovered the damage or defect, (within 48 hours if damage in transit is alleged), and no further use of the Product must be made following discovery of the damage or defect. We will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the damaged or defective Product. Products returned by you because of damage or a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

- 1.17 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.
- 1.18 You have an obligation to take reasonable care of any Product whilst it is in your possession. The consequences of failing to discharge this obligation with respect to any Product to which Condition 9.1 (a) applies are set forth in Condition 5.2; we may also, at our discretion and without limitation, refuse to refund or replace any Product to which Condition 9.1 (b) applies if we consider that you have failed to discharge this obligation.
- 1.19 In accordance with Condition 9.3, you must not make any improper use of, or make any unauthorised modifications or repairs to, the Product, and you must otherwise take reasonable care to avoid any risk of damage occurring to the Product by any means.
- 1.20 You should note that without limiting anything in this Condition 9.5 or in any other provision of these Conditions, we make no warranty or representation, express or implied, as to the suitability or fitness for a particular purpose of any Product, or as to the compatibility or interoperability of any Product with any other goods whatsoever, regardless of whether any such goods are sold by us.
- 1.21 For the avoidance of doubt, if any failure to discharge the obligation in Condition 9.3 results in any loss or damage pursuant to Condition 10, any such loss or damage may be considered as having been caused by you or contributed to by you.

OUR LIABILITY

- 1.22 If you are contracting as a Consumer:
 - 10.1.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all of the purposes for which products of the kind are commonly supplied; but
 - 10.1.2 We shall only be liable to you for:
 - 10.1.2.1 Losses that are caused as a result of any breach of Contract by us (up to the value of the purchase price of the Product you purchased); and
 - 10.1.2.2 Losses that are caused as a result of our negligence.

10.1.3 We shall not be liable to you for any loss pursuant to Condition 10.1.2 if:

10.1.3.1 Any such loss is not foreseeable. Losses are foreseeable if they could have been contemplated by both of us at the time that your order was accepted by us; or

10.1.3.2 Any such loss (or any part thereof) was caused by or contributed to by your breach of any of these Conditions.

10.1.4 For the avoidance of doubt, we shall not be liable for any indirect losses which happen as a side effect of the main loss or damage, and which are not foreseeable by you and us (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) howsoever arising and whether caused by breach of contract, negligence, or otherwise.

1.23 If you are contracting as a Business Customer:

10.2.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

10.2.2 Without limiting the generality of Condition 10.2.1, we shall not be liable to you if any monies due from you to us have not been paid in full.

10.2.3 Without prejudice to any of the provisions of this Condition 10.2, we shall have no liability to you for any:

10.2.3.1. consequential losses;

10.2.3.2. loss of profits and/or damage to goodwill;

10.2.3.3. economic and/or other similar losses;

10.2.3.4. special damages and indirect losses;

10.2.3.5. business interruption, loss of business, contracts and/or opportunity; and/or

10.2.3.6. inconvenience, delay or loss of production.

10.2.4 Without limitation to any of the foregoing, our aggregate liability to you (whether for breach of Contract or for negligence or otherwise howsoever), for any loss or damage of whatsoever nature and howsoever caused, shall be limited to and in no circumstances shall exceed the price of the Product purchased from us.

10.2.5 Without limitation or prejudice to any of the foregoing, you shall fully indemnify and hold us harmless against any and all losses, damages and costs whatsoever arising from any breach of any of your obligations under any of these Conditions and/or the Contract, whether attributable to you, to your servants or agents, or to any subcontractors appointed by you.

1.24 Nothing in these Conditions shall exclude or limit in any way our liability:

10.3.1 For death or personal injury caused by our negligence;

10.3.2 Under section 2(3) of the Consumer Protection Act 1987;

10.3.3 For fraud or fraudulent misrepresentation; or

10.3.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

NOTICES

All notices given by you to us must be given to Mr. Gareth Rolls at tech@lektropacks.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 11 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

TRANSFER OF RIGHTS AND OBLIGATIONS

- 1.25 Any Contract between you and us is binding on you and us and on our respective successors and assigns.
- 1.26 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 1.27 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

EVENTS OUTSIDE OUR CONTROL

- 1.28 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 1.29 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - (a) Strikes, lock-outs or other industrial action.
 - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - (e) Impossibility of the use of public or private telecommunications networks.
 - (f) The acts, decrees, legislation, regulations or restrictions of any government.
- 1.30 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close

or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

WAIVER

- 1.31 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 1.32 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 1.33 No waiver by us of any of these Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

SEVERABILITY

If any of these Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

ENTIRE AGREEMENT

- 1.34 These Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 1.35 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Conditions.

RELIANCE ON INFORMATION APPEARING ON OUR SITE

Commentary and other information, materials and/or images appearing on our site are not intended to be relied upon nor to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such information by any visitor to our site, or by anyone who may be informed of any of its contents.

OUR RIGHT TO VARY THESE CONDITIONS

- 1.36 We have the right to revise and amend these Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 1.37 You will be subject to the policies and Conditions in force at the time that you order Products from us, unless any change to those policies or these Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Conditions before we send you the Dispatch Confirmation.

LAW AND JURISDICTION

Contracts for the purchase of Products through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.