

These Terms & Conditions of Business are between CDA Products Limited (**the Company, our, us, we**) and **our** Customers, Suppliers and other companies and people **we** do business with or interact with (**you, your**).

Unless otherwise agreed in writing and signed by a current Director of **the Company we** will only do business with or interact with **you** on the terms contained in this document.

We can be contacted at our registered office, 12 Bumpers Enterprise Centre, Chippenham, SN14 6QA, United Kingdom or by telephone on +44 (0)1249 464 606 or by email to sales@cdaproducts.co.uk. Unless **you** receive a response from **us** from any communication **you** send **us** in a reasonable timescale (see the section entitled *General Terms of Conducting Business*) **you** must consider that **your** communication has not reached **us** and resend your communication by another method or visit us until **you** receive a response from us.

1. Terms & Conditions of Sale

- 1.1. **We** expect goods to be paid for in UK Pounds Sterling by transferring any money due directly into **our** UK bank account. **We** expect **you** to be responsible for any bank charges before cleared funds are credited to **our** account.
 - 1.1.1. If **you** want to pay by credit or debit card then **you** will have to pay an additional charge of 5% of the total value of the invoice to (part) cover the charges raised by **our** card processing partner for accepting this method of payment. **You** can avoid this charge by paying money directly into **our** bank.
 - 1.1.2. If **you** want to pay by cheque then **you** will have to pay an additional charge of 5% of the total value of the invoice to (part) cover the charges raised by **our** bank for accepting this method of payment. **You** can avoid this charge by paying money directly into **our** bank.
 - 1.1.3. If **you** want to pay by PayPal then **you** will have to pay an additional charge of 5% of the total value of the invoice to (part) cover the charges raised by PayPal for accepting this method of payment. **You** can avoid this charge by paying money directly into **our** bank.
 - 1.1.4. If **you** are transferring money from outside the UK **we** expect **you** to pay for any and all charges in relation to currency conversion and also any charges raised by any intermediary institutions while the money is sent from **your** bank to **ours**. To be clear **we** expect to receive the full value of the invoice raised and **you** may have to pay in an additional amount to make sure **we** receive the full value.
- 1.2. The ownership of any goods supplied by CDA Products Limited shall remain vested in **us** until **we** have received full payment for the goods supplied.
- 1.3. All goods are supplied outside of the UK are supplied either Ex Works (EXW) or Carriage Paid To (CPT) and are shipped at **your** risk. Unless agreed otherwise all transportation and shipment costs shall be borne by **you**. Even though **we** may deliver the goods to **you** on a shipping paid basis **you** are responsible for insuring the goods from the moment they are handed to the first carrier. **We** cannot accept any liability for any goods damaged in transit to addresses outside of the UK. **We** cannot accept any liability for any non-delivery of your order to addresses outside of the UK.
- 1.4. **We** will pay the cost of shipping to mainland UK addresses if the NET value of **your** order value is above £150 or if **you** purchase 50 or more items from **our** Standard Wafer Range at the normal NET trade price.
- 1.5. For any orders where **we** pay the shipping costs **your** order will be send in the most cost effective way for **us**. If **you** require faster shipping this can be arrange at an additional cost to **you** – please ask for details of the charges for **your** order.
- 1.6. Liability for shortages in **your** order will not be accepted unless notification is made to CDA Products Limited within three working days of delivery. **You** will need to have **your** notice of shortages confirmed by **us** by email at the time it is made.
- 1.7. Liability for goods damaged in transit to UK addresses will not be accepted unless notification is made to CDA Products Limited within three working days of delivery. **You** will need to have **your** notice of damages confirmed by **us** by email at the time it is made. **We** may ask for any damaged goods to be returned to **us** together with the original packaging. If it is agreed between **you** and **us** that the goods were damaged in transit the goods will be replaced or credited at the net price paid. If **you** have accepted packaging from the shipping agent that is damaged and **you** have not marked the shipping documents as damaged then **we** will not be responsible for any damages in transit. **We** cannot accept any liability for any goods damaged in transit to addresses outside of the UK.
- 1.8. We do not accept returns of any edible products.
- 1.9. No claims for non-delivery of your complete order will be allowed unless CDA Products Limited is advised within 21 days from the day **you** expect **your** order to be delivered. **You** will need to have **your** notice of non-delivery confirmed by **us** by email at the time it is made. **We** cannot accept any liability for any non-delivery of your order to addresses outside of the UK.

- 1.10. You should notify us of any faulty goods as soon as you are aware of them. We may ask for any faulty goods to be returned to us. If it is agreed between you and us that the goods are faulty the goods will be replaced or credited at the net price paid. Wafer paper or card packs will NOT be replaced or credited under this paragraph (see below).
- 1.11. Edible wafer sheets will vary in thickness, colour & size both within the same batch and between batches. The manufacturing process will leave some sheets with blemishes and defects. We put in place procedures that we think offers you the best quality edible wafer at the most reasonable price. This means that every pack we sell will most probably have sheets that vary in colour, size and thickness and also sheets that have some defects. You must accept that these variations and defects will occur and build into your profit a suitable percentage for any wafer sheets that are not acceptable to you. If you are not happy with the variations that occur in our packs of wafer then our wafer is not for you, please make your next purchase from another wafer supplier. We will not offer any refunds, credits or replacements because wafer paper packs contain sheets that vary in thickness, colour or size or contain sheets that have defects.
- 1.12. It is normal for coloured wafer with natural food colours to fade over a period of time especially if exposed to light even if stored in unopened packs. This is a natural process and may occur before the *Best Before Date* even if the wafer is kept in the dark. The *Best Before Date* is not an indication of how long the colour will last. We can supply coloured wafer with azo food colours if you want colours less likely to fade. We will not offer any refunds, credits or replacements because wafer paper packs contain sheets that have faded.
- 1.13. Wafer is designed to be processed in an environment with a relative humidity between 60-75% and in a temperature range of 15-20°C. In the winter, or when the outside air is dry, most domestic environments will not have the required level of humidity to enable the wafer to flex without cracking. Our wafer is used every working day by us for printing our wafer toppers. We have a controlled environment where we make sure both the humidity and temperature are in range and we will quickly know if there is a manufacturing problem with the wafer we sell. If you have any problems with our wafer cracking it will most probably be because the air you are working in is not humid enough or is at the wrong temperature or both. Unless there is a manufacturing problem we will not accept returns or issue refunds or credits because our wafer breaks or cracks.
- 1.14. If goods sold are exported from the UK you will be responsible for all shipping charges and customs and duty payments and any other charges and taxes in all countries along the route to and including the country you have asked the goods to be shipped to.
- 1.15. Any delivery date given is merely indicative and is based on an average manufacturing schedule. Possible delays give you no right to cancel the sale, to refuse the goods or the payment, or demand any compensation or damages.
- 1.16. If your order is for under £1,000 in value we aim to despatch your order within four working days of;
 - 1.16.1. Receipt of payment if you pay on a cash with order basis
 - 1.16.2. Receipt of order if you pay on a credit basis
 - 1.16.3. We cannot guarantee that we will always despatch your goods in this timescale especially at peak seasonal times.
- 1.17. If you place an order for £1,000 or more your order will be manufactured purposely for you. You will be notified of an expected despatch date when you place your order. Orders of this value are accepted on the basis that they cannot be changed or cancelled.
- 1.18. If you place an order for any items that are specifically printed or packaged for you will be notified of an expected despatch date when we confirm your order. These orders are accepted on the basis that they cannot be changed or cancelled.
- 1.19. If you place an order for any items that are specifically printed or packaged for you your order will not be manufactured until we receive payment in full.
- 1.20. Unless otherwise agreed in writing your order is accepted on the condition that the prices to be charged are those in place on that date the order was entered into the computer systems of CDA Products Limited.
- 1.21. Whilst every endeavour will be made to deliver goods on a date you request, this does not impose any legal obligation on us to meet such delivery date.
- 1.22. CDA Products Limited reserves the right to withdraw any item without any notice.
- 1.23. The right is reserved to withhold or refuse deliveries or cancel orders accepted of goods to customers whose payment are in arrears, or who are otherwise indebted to CDA Products Limited or whose indebtedness is in excess of any limit from time to time imposed by CDA Products Limited at our discretion.
- 1.24. If you make an error in placing your order which causes incorrect or duplicate shipments, CDA Products Limited may allow, at its absolute discretion, return of the excess (non-edible) merchandise with a 15% handling charge. This amount will be credited to the customer's account once the undamaged goods have been received. You must pay all return delivery charges. CDA Products Limited will not arrange collection. Returns will not be accepted under any circumstances for special order items or for food items.
- 1.25. CDA Products Limited has absolute control of where the products it manufactures are sold and may request you not to sell in certain market places. Orders may be refused if this request is refused.
- 1.26. Our liability in any dispute is limited to supplying replacement goods to the commercial value of the goods supplied, we do not accept any other liability. We cannot be held liable under any circumstances for any indirect or consequential damages.
- 1.27. Interest will be charged as per the **Late Payment of Commercial Debts (Interest) Act 1998**. This clause will be valid no matter what your Terms & Conditions of purchase state.
- 1.28. In case of force majeure or if an extraneous cause hinders the fulfilment of our obligations, including strikes, shortages, interruption in production either at CDA Products Limited and/or at our suppliers, weather conditions, measures by the authorities, without these circumstances forming an exhaustive list, we reserve the right to suspend implementation of any agreement fully or partly, or cancel it without you being entitled to any compensation.

- 1.29. Our Edible Cake Toppers and other edible products are printed on a natural product. The colour printing process we employ uses a variety of edible natural and synthetic azo inks. We cannot and do not guarantee that the colours on our products will be the same either within a batch or between batches and you should not order our products if you require an exact colour match as this cannot be guaranteed.

2. Terms & Conditions of Purchase

- 2.1. No goods or services are to be supplied without an official numbered Purchase Order from us which will state the price that we will pay, the delivery address you are required to deliver the goods or services to and the timescale in which we will accept the goods or services.
- 2.2. We will not pay for any time involved in meetings with you without prior written agreement from a director of CDA Products Limited together with an official numbered Purchase Order from us.

3. Copyright, Trademarks and Registered Designs

- 3.1. The copyright of all the products we sell is held by a third party and we hold a limited licence from that third party to use any images, goods or designs incorporated in any of our products. Both us and the third party will prosecute to the maximum extent of the law any other person or company that uses any of the designs or images that we hold a licence to use or hold copyright for.
- 3.2. We have no wish to infringe any other copyright or trade mark or registered design or any other work of any person or company. If you believe that we are infringing your rights then please contact us to discuss the matter. We will do everything we can to resolve the issue. Because we will work in this way to resolve any issue to the satisfaction of both parties we will not pay any fees demanded from solicitors, law firms or any other legal or pseudo legal entity that demands them for us to stop using any disputed copyright, registered designs or trademarks.
- 3.3. If you inform us of any issue where you believe we are infringing your rights and we incur any losses because of your claim we reserve the right to charge you for all our losses together with all expenses and disbursements in relation to the matter.
- 3.4. The copyright of all the software we use is held by a third party and we hold a limited licence from that third party to use the software.

4. Email Communications & Disclaimer

- 4.1. We may monitor email data and internet traffic and also the content of any email and internet data to help us conduct and record business between our staff members, contractors and anyone that uses our computer systems and you. We may also monitor email data and internet traffic and also the content of any email and internet data for the purpose of security, staff training and monitoring internal compliance of our policy on internet use.
- 4.2. The following is our standard email disclaimer. Please bear all this information in mind when you are communicating with us via email.
 - 4.2.1. If you believe you have received this email in error please notify the sender by email and permanently delete the received message and any copies.
 - 4.2.2. This email, together with any attachment, is for the exclusive and confidential use of the addressee(s) and may contain legally privileged information. Any use, disclosure or reproduction without the sender's explicit consent is unauthorised and may be unlawful.
 - 4.2.3. Whilst every effort has been made to ensure the accuracy of the information supplied in this email we cannot be held responsible for any errors or omissions.
 - 4.2.4. Unless otherwise indicated, opinions expressed in this email are those of the author of the email and do not necessarily represent our corporate views.
 - 4.2.5. Any email including its content and any attachments may be monitored and used by us for reasons of security and for monitoring internal compliance our policy on internet use.
 - 4.2.6. We may use email blocking software to filter email messages, it is the responsibility of the sender to make sure emails are delivered to the intended recipient.
 - 4.2.7. We cannot guarantee that this message or any attachment is virus free or has not been intercepted and amended.

5. Limitation of Liability

- 5.1. The following provisions set out the entire financial liability of us including any liability for any acts or omissions of our employees agents or sub-contractors to you in respect of;

- 5.1.1. Any breach of **our** Terms & Conditions
- 5.1.2. Any use made or resale of or modification of any of **our** products or any product incorporating **our** product
- 5.1.3. Any representation, statement or tortious act or omission or negligence arising under or in connection with any interaction with **you**
- 5.1.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any contract made between **you** and **us**.
- 5.2. **Our** total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any contract shall be limited to the contract price.
- 5.3. **We** shall not be liable to **you** for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in any case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any contract.

6. General Terms of Conducting Business

- 6.1. **We** will respond to any communication received in a timescale that is convenient to **us**. If **you** do not receive a response to any communication including the service of legal notices that **you** have sent then **you** must resend **your** communication by another means until **you** receive a response.
- 6.2. **We** will endeavour to respond to sales orders and sales order enquiries within one working day. **We** will endeavour to respond to purchase orders enquiries within seven working days. **We** may ignore uninvited communication all together or charge for a response at a rate that will be notified to **you**. **We** will endeavour to respond to any legal notices within ten working days but this period may be extended if **we** have to seek legal advice.
- 6.3. When **we** have responded to **you** regarding a matter **we** may inform **you** that **we** will contact **you** again in a certain timescale. **We** will contact **you** again within this timescale. Any further communications from **you** will be dealt with after **we** have dealt with the matter in hand in the timescale we have informed you that we will deal with it.
- 6.4. **We** may record video images and sound recordings and take copies of these images and recordings of all activity in and around any of **our** premises or vehicles.
- 6.5. **We** may record telephone conversations and take copies of all contact between **you** and **us** and any member of **our** staff and contractors and keep these recording and copies for the purpose of security, staff training and conducting and recording business between **you** and **us**.
- 6.6. **We** may monitor email data and internet traffic and also the content of any email and internet data to help **us** conduct and record business between **our** staff members, contractors and anyone that uses our computer systems and **you**. **We** may also monitor email data and internet traffic and also the content of any email and internet data for the purpose of security, staff training and monitoring internal compliance of **our** policy on internet use.
- 6.7. **We** may monitor and record by any means any activities or data, electronic or otherwise that we feel will be of use to **our** company.
- 6.8. If **you** contact **us** in any uninvited way and **we** think **your** contact is unreasonable **we** will charge **you** at a rate to be notified for the time we spend dealing with **you**. **We** will also charge for any disbursements and other expenses that **we** incur in dealing with **you**.
- 6.9. If **you** are unreasonable in the way **you** conduct business with **us** or **you** cause us additional work that is not reasonable in a normal business relationship **we** will charge **you** at a rate to be notified for the time we spend dealing with **you**. **We** will also charge for any disbursements and other expenses that **we** incur in dealing with **you**.
- 6.10. If **you** enter any premises where we conduct business you agree to be bound by these Terms & Conditions. In particular you agree to leave immediately if requested.
- 6.11. A person who is not party to any contract between **us** and **you** shall have no rights under any contract pursuant to the Contracts(Rights of Third Parties) Act 1999.
- 6.12. **Our** Terms & Conditions and any contract entered into subject to **our** Terms & Conditions will be subject to the law of England.
- 6.13. All disputes arising out of any contract entered into between CDA Products Limited and any other person, company or entity shall be subject to the exclusive jurisdiction of the courts of England and under English Law.
- 6.14. If any part of **our** Terms & Conditions of Business is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- 6.15. All **our** Terms & Conditions are Errors & Omissions Excepted.