

## CHANGE PLEASE CIC STANDARD TERMS AND CONDITIONS OF SALE

### I. DEFINITIONS

The defined terms which are used in the Contract are set out in the Schedule together with the rules of interpretation.

### 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 CP Orders Process
  - Log in to Change Please (CP) wholesale website at <https://cporders.org/> using \*login email and created password.
  - Select product(s) and quantity required.
  - Select “Add to cart”
  - When ready to checkout, hover over trolley icon (top right corner) and click “Proceed to checkout”.

#### Checkout Step 1 (Shopping Cart)

- Input optional client specific PO number if required on invoice, and click “Add”
- Update order quantities and click “Update shopping cart” if required
- Click “Proceed to shipping”

#### Checkout Step 2 (Shipping)

- Select an existing address linked to user’s profile or supply a new address
- Choose existing address from the drop-down list
- Click “Proceed to confirmation”

#### Checkout Step 3 (Review)

- Review sales order (optional PO number, billing and shipping addresses)
- Click “Place order”
- CP order number generated, e.g. CP0xxxx. Note, if Optional PO number field used, both client specific and CP order number will reflect on official PDF invoice from CP accounts team (sent few days to week or so after order placed)
- Electronic order confirmation sent to client’s billing email address(es) listed to account
- Order sent to CP (supply partners?) to fulfil order
- Delivery lead time is order day 1 (cut-off = 1pm) for delivery day 3.

\*inputted on trade application submission under “Personal Information” section or updated by client or by Change Please when requested.

- 2.4 The Order shall be deemed to be accepted when Change Please issues a written acceptance of the Order, at which point the Contract shall come into existence ("**Order Acknowledgement**").
- 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. For the avoidance of doubt, 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 (including any of the Customer's standard terms of trading or any other terms set out or referred to in the Order that are contrary to the Conditions).
- 2.6 Any samples, drawings, descriptive matter or advertising produced by Change please and any descriptions or illustrations contained in Change Please's website, brochures or other marketing materials 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.
- 2.7 Change Please may change, update and/or amend these Conditions from time to time by giving the Customer 14 days' advance written notice in which case the changes will apply to any subsequent Order accepted by Change Please pursuant to clause 0.
- 3. CANCELLATION OF ORDERS**
- 3.1 The Customer may only cancel an Order prior to delivery where it has obtained the prior written approval of Change Please.
- 3.2 In the event that Change Please agrees to cancel an Order, it may impose a cancellation fee where re- sale by the Company would otherwise be difficult.
- 4. DELIVERY**
- 4.1 Change Please will give the Customer an indicative delivery date in the Order Acknowledgement. The time for delivery shall not be of the essence.
- 4.2 Change Please will notify the Customer as soon as is reasonably practicable of any delay in the delivery date. The Company will not be responsible for any loss arising from any such delay.
- 4.3 Change Please shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at the time and on the date agreed between Change Please and the Customer. Where the Goods are delivered pursuant to this clause, delivery is completed once the Goods have arrived at the Delivery Location and the Customer shall be solely responsible and liable for the unloading of the Goods.
- 4.4 Change Please 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 Change Please with any information that is required by Change Please to supply the Goods.
- 4.5 If Change Please delivers up to and including 10% more or less than the quantity of Goods ordered, the Customer may not reject them.
- 4.6 Change Please may deliver the Goods in 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. TITLE AND RISK**
- 5.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 5.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 5.2.1 Change Please receives payment in full (in cash or cleared funds) for the Goods and any other goods that Change Please 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
  - 5.2.2 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.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
  - 5.3.1 store the Goods separately from all other goods held by the Customer so that they remain easily identifiable as Change Please's property;
  - 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
  - 5.3.4 give Change Please such information as Change Please may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.
- 5.4 Subject to 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Change Please receives payment for the Goods. However, if the Customer resells the Goods before that time:
  - 5.4.1 it does so as principal and not as Change Please's agent; and
  - 5.4.2 title to the Goods shall pass from Change Please to the Customer immediately before the time at which resale by the Customer occurs.
- 5.5 At any time before title to the Goods passes to the Customer, Change Please may:
  - 5.5.1 by notice in writing, terminate the Customer's right under clause 5.4 to resell the Goods or use them in the ordinary course of its business; and
  - 5.5.2 require the Customer to deliver up all the Goods in its possession that have not been resold, and if the Customer fails to do so promptly, immediately enter any premises of the Customer or of any third party where the Goods are stored in order to recover them (together with its representatives).

## **6. QUALITY OF GOODS**

- 6.1 Change Please reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Change please shall use reasonable endeavours to notify the Customer of such changes, to the extent that such changes materially affect an existing Order which has not yet been delivered to the Customer in accordance with clause 6.
- 6.2 Change please warrants that on delivery, the Goods shall:
  - 6.2.1 conform in all material respects with their description and any applicable Specification;
  - 6.2.2 be free from material defects in design, material and workmanship; and
  - 6.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 6.3 Subject to clause 6.4, if:
  - 6.3.1 the Customer gives notice in writing to Change Please within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
  - 6.3.2 Change Please is given a reasonable opportunity of examining such Goods; and
  - 6.3.3 the Customer (if asked to do so by Change Please) returns such Goods to the Change Please's place of business at the Customer's cost,

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

- 6.4 Change Please shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if:
- 6.4.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 6.3;
  - 6.4.2 the defect arises because the Customer failed to follow Change Please'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;
  - 6.4.3 the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions; or
  - 6.4.4 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.
- 6.5 Except as set out in this clause 6, Change Please shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.6 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.
- 6.7 These Conditions shall apply to any replacement Goods supplied by Change Please.

## **7. PRICE AND PAYMENT**

- 7.1 The price for the Goods will be as set out in the quotation provided by Change Please on [cporders.org](http://cporders.org) and will be confirmed in the Order Acknowledgement.
- 7.2 A quotation for the Goods given by Change Please shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.
- 7.3 The price of the Goods:
- 7.3.1 excludes amounts in respect of value added tax (VAT) (if applicable), which the Customer shall additionally be liable to pay to Change Please at the prevailing rate, subject to the receipt of a valid VAT invoice.
  - 7.3.2 includes the cost and charges of all packaging and insurance of the Goods. Transport will be charged based on quantity ordered.
- 7.4 Change Please may, by giving notice to the Customer at any time 20 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 7.4.1 any factor beyond Change Please's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 7.4.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - 7.4.3 any delay caused by any instructions of the Customer or failure of the Customer to give Change Please adequate or accurate information or instructions.
- 7.5 Change Please may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 7.6 The Customer shall pay each invoice submitted by Change Please:

- 7.6.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by Change Please and confirmed in writing to the Customer; and
- 7.6.2 in full and in cleared funds to a bank account nominated in writing by Change Please, and
- 7.6.3 time for payment shall be of the essence of the Contract.

7.7 If a Customer fails to make any payment due to Change Please under the Contract by the due date for payment, then, without limiting Change Please'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 will accrue each date 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 the base rate is below 0%.

7.8 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, Change Please's total liability to the Customer shall not exceed the value of the Order.

8.4 Subject to clause 8.2, Change Please shall not be liable to the Customer under any circumstance for the following types of losses:

- 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, Change Please may terminate the 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 30 days of the Customer 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 takes any step or action in connection with it being made bankrupt, entering any composition or arrangement with its creditors, 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;
  - 9.1.4 the Customer's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy;
  - 9.1.5 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 9.1.6 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, Change please may suspend provision of the Goods under the Contract or any other Contract between Change please and the Customer if the Customer becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.6, or Change please 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, Change please 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, the Customer shall immediately pay to all of Change Please's outstanding unpaid invoices and interest, and in respect of the Goods supplied but for which no invoices has been submitted, Change Please 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. FORCE MAJEURE**

Change Please shall not 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.

## **11. GENERAL**

### **11.1 Assignment and other dealings**

- 11.1.1 Change please may at any time 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.
- 11.1.2 The Customer may not assign, transfer, mortgage, charge, 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 Change Please.

### **11.2 Confidentiality.**

- 11.2.1 Each party undertakes it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, 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 11.2.2.

11.2.2 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 11.2; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.2.3 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.

### 11.3 **Entire agreement.**

11.3.1 The Contract constitutes the entire agreement between the parties.

11.3.2 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 based on any statement in the Contract.

11.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Change please.

### 11.5 **Waiver.**

11.5.1 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.

11.5.2 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.

11.6 **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 11.6 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.

### 11.7 **Notices.**

11.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be;

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

Customer: to the Customer's known email address; and

Change Please:

- 11.7.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) 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
  - (c) 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.

11.7.3 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.

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

11.9 **Governing law and jurisdiction.** 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. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.



## THE SCHEDULE

### Definitions:

**Business Day** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours** means the period from 9.00 am to 5.00 pm on any Business Day.

**Conditions** means the terms and conditions set out in this document as amended from time to time in accordance with clause 11.4.

**Contract** means the contract between Change Please and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer** means the person or firm who purchases the Goods from Change Please.

**Delivery Location** has the meaning given to it in clause 4.3.

**Force Majeure Event** means an event, circumstance or cause beyond Change Please's reasonable control.

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

**Intellectual Property Rights** means copyright, patents, know-how, trade secrets (including recipes, formulations, ingredients and the specific constituents of the Goods, trade marks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in any confidential information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled; and
- (f) in whichever part of the world existing.

**Order** means the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of Change Please's quotation, as the case may be.

**Specification** means the specification for the Goods as specified by Change Please from time to time.

**Change Please** means Change Please CIC (registered in England and Wales with company number 09651207).

### Interpretation:

1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
2. 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.
3. 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.
4. A reference to writing or written excludes fax but not email.

**THESE CONDITIONS APPLY WITH EFFECT FROM 1 AUGUST 2024 AND SUPERSEDE ALL PREVIOUS TERMS AND CONDITIONS ISSUED BY WILLIAM RANSOM AND SON PLC OR RANSOM NATURALS LTD.**