Co-Packing Terms and Conditions

Celebration Drinks Ltd · Version 1.3 · November 2026

Celebration Drinks Ltd works with trade customers only. These terms apply to every co-packing, contract bottling and contract manufacturing service provided by Celebration Drinks Ltd. Sales of our own products are covered by our separate General Terms and Conditions of Sale.

Please read in particular: clause 2 (no reliance on verbal statements or marketing), clauses 4 to 7 (specification, approved sample and taste), clauses 17 to 20 (Ex Works collection, risk and export), clause 21.5 (no set-off), clauses 22 and 23 (retention of title and lien), and clauses 25 to 27 (claims, time limits and limits on liability).

How these documents work

- **These Terms** (Parts A to H) apply to every order.
- **Schedule 1, Customer Acceptance** is signed once by each customer before any production slot is booked.
- **Schedule 2, Product Specification and Approved Sample Sign-off** is signed for each product before its first run, and again after any change.
- **Schedule 3, Export and Transit Risk Acknowledgement** is signed for any product leaving the UK or going into long-distance or uncontrolled transit.
- **Schedule 4, Ex Works Collection and Condition Note** is signed by the customer's haulier at every collection.

Key words used throughout: "CDL" means Celebration Drinks Ltd. "Customer" means the business placing the order. "Products" means the finished goods CDL makes for the Customer. "Services" means the blending, carbonating, filling, closing, labelling, packing and any related work CDL agrees to do. "Specification" means the signed Schedule 2 for that product. "Collection" means the Products being made available to the Customer or its carrier at CDL's site.

Part A: How these Terms apply

1. Application and precedence

1.1 These Terms apply to every quotation, order and job CDL accepts from the Customer. They apply in place of any terms the Customer puts on a purchase order, email, specification, supplier manual or agreement of its own, unless a CDL director has signed a written document saying those other terms apply.

1.2 If documents conflict, they rank in this order: (a) a written variation signed by a CDL director; (b) the signed Specification (Schedule 2) for that product, on technical matters only; (c) these Terms; (d) CDL's written quotation; (e) CDL's order acknowledgement. The Customer's own terms do not rank at all.

1.3 Each order the Customer places is a separate contract on these Terms. Accepting delivery, collecting Products or paying an invoice also counts as accepting these Terms.

2. Entire agreement and no reliance

2.1 These Terms, the signed Schedules, the quotation and the order acknowledgement are the whole agreement between CDL and the Customer.

2.2 The Customer confirms it has not relied on any statement, promise, assurance or opinion that is not written into those documents. This includes anything said on the phone, at a meeting, during a site visit, or by any CDL employee, contractor or agent.

2.3 Only a CDL director can agree anything that varies these Terms, and only in writing. Production, technical, sales and office staff have no authority to make promises about how a product will perform, taste, last or travel, or about how CDL will run its line for that Customer. This applies to emails and messages as well as conversations: a staff member's opinion or reassurance (for example, that a product will taste better once fully carbonated) is a general comment, not a promise, warranty or admission.

2.4 CDL's website, videos, social media, brochures, case studies and promotional material show CDL's general capabilities. They are illustrative only. They are not a description of how any particular Customer's production run will be carried out, and they form no part of the contract.

2.5 Nothing in this clause limits liability for fraud.

3. Customer's knowledge of CDL's process

3.1 CDL's standard bottling process is described in the current CDL Bottling Line Process Description, a copy of which is given to the Customer before its first order. It includes cold filling of carbonated product, a post-fill bottle rinse, bottle drying, closing, labelling, hand packing and hand palletising.

3.2 The Customer has had the chance to visit CDL's site, watch the process and ask questions before ordering. By placing an order, the Customer accepts that CDL's standard process, as described and as seen, is suitable for its product and intended market.

3.3 If the Customer wants anything extra or different (for example extra rinsing, alcohol wiping, sterile filtration, preservatives, desiccants, carton liners, export packaging, specific pallet wrapping or a particular closure), it must be written into the Specification and priced. CDL is not required to do anything that is not written there.

Part B: Specification, approved sample and taste

4. The Specification is the standard

4.1 CDL's only quality obligation is to make the Products in line with the signed Specification, within its stated tolerances, using CDL's standard process as modified by the Specification.

4.2 The Specification sets out the measurable parameters CDL will meet, such as ABV, CO2 volumes or pressure, residual sugar, fill volume, closure type, label position, case and pallet configuration, and any tests CDL will carry out before release.

4.3 A Product that meets the Specification is conforming. The Customer cannot reject or claim for a conforming Product because of a requirement that was not written into the Specification.

4.4 Any change to recipe, base liquid, ingredients, packaging, process, tests or destination market needs a new or amended Specification signed by both parties before the run. CDL may re-quote for the change.

5. Approved sample

5.1 Before the first commercial run of each product, the Customer must sign off a physical approved sample, made either at a CDL trial or from the Customer's own reference liquid. CDL keeps part of the approved sample, sealed and labelled.

5.2 The approved sample is the only reference for appearance, aroma and taste. Products will be treated as matching the approved sample if they meet the Specification's measurable parameters and come from the same recipe and base liquid.

5.3 Approval is given by signing Schedule 2. If the Customer instead places a purchase order, confirms by email or tells CDL to proceed after receiving a sample, that also counts as approval of the sample and the formulation, and the Customer accepts responsibility for its flavour profile, appearance and specification.

5.4 **Scale-up.** Products made at commercial scale may differ slightly from laboratory, kitchen, pilot or development samples in taste, aroma, sweetness, colour, clarity or carbonation. Reasonable variations of this kind are not a defect, provided the Products meet the Specification.

5.5 **Not a sale by sample.** The approved sample is a reference point for the Specification. The parties agree that the Products are not sold by sample under section 15 of the Sale of Goods Act 1979, except to the extent set out in this clause 5.

5.6 **Development and flavour matching.** Where CDL, a flavour house or an ingredient supplier develops a recipe, CDL does not promise it will match any existing product unless objective, measurable targets are agreed in writing. Where flavourings, concentrates or bulk liquid come from third-party suppliers, CDL relies on their specifications and is not responsible for their taste characteristics, provided CDL has followed the Specification.

6. Taste and sensory character

6.1 Taste, aroma, mouthfeel, colour and perceived quality are subjective. CDL gives no promise about them beyond conformity with the Specification and the approved sample.

6.2 Where the Customer supplies the recipe, base wine, cider, juice, flavourings or other ingredients, the Customer is responsible for the taste and sensory character of the Products. CDL is not responsible for natural variation between batches, vintages or deliveries of Customer-supplied liquid.

6.3 CDL is not responsible for changes in taste, aroma, colour, clarity, carbonation or sediment that happen after Collection. These include changes caused by age, oxidation, temperature, light, vibration, storage, transport or handling.

6.4 Any taste complaint must be raised under clause 25 and must be tested against CDL's retained approved sample and retained production samples, not against the Customer's memory, a competitor product or a consumer opinion.

6.5 The approved sample shows the taste at the time it was approved. Products naturally develop over their shelf life, and a difference between a fresh sample and older stock is not, on its own, a defect.

6.6 CDL is not responsible for consumer acceptance, sales, market performance or brand reputation. Consumer comments, online reviews, retailer feedback and other anecdotal opinions are not, on their own, evidence of a defect, and are not a reason to reject Products.

7. Shelf life and product stability

7.1 Shelf life, best-before dates and the microbiological and chemical stability of the recipe are the Customer's responsibility, unless CDL has agreed in the Specification to carry out a named shelf-life or stability test.

7.2 CDL does not guarantee that a Product will remain stable, or stay free from mould, yeast or bacterial growth, for any period after Collection. That depends on the recipe, sugar level, preservatives, storage and transport, which are outside CDL's control.

7.3 If CDL recommends a change to improve stability (for example sterile filtration, a preservative, a lower sugar level or refrigerated transport) and the Customer declines, the Customer's decision will be recorded on the Specification and the Customer takes the risk of that decision.

Part C: Customer-supplied liquid and materials

8. Customer warranties

8.1 The Customer warrants that everything it supplies or specifies (base liquid, juice, flavourings, sugar, bottles, closures, capsules, foils, labels, cartons, pallets and artwork) is:

- of satisfactory quality and fit for carbonation, filling and the Customer's intended market;
- legal for sale in every country where the Products will be sold, including labelling, allergen, ingredient, alcohol and recycling rules;
- microbiologically and chemically stable enough to be bottled using CDL's standard process;
- delivered with a certificate of analysis, specification and remaining shelf life where CDL asks for them; and
- free from any infringement of anyone else's trade marks, designs or other rights.

8.2 The Customer is responsible for the legal content and accuracy of all labels and artwork, including any claims, translations and export-market requirements. CDL's role is to apply the labels it is given in the position set out in the Specification.

9. Delivery and checking of free-issue materials

9.1 All free-issue materials must be booked in with CDL in advance and arrive with a delivery note showing product, quantity and batch or lot numbers. Unbooked or undocumented deliveries may be refused or quarantined at the Customer's cost.

9.2 CDL will make a visual check of quantity and obvious damage on receipt. CDL does not test free-issue materials unless the Specification says so, and a visual check is not acceptance that the materials are suitable.

9.3 CDL is not responsible for defects, contamination, instability or off-flavours in Products that come from Customer-supplied materials, or for line stoppages, breakages, waste or rework caused by them. The Customer will pay CDL’s reasonable costs arising from them.

10. Allowances, waste and counts

10.1 Normal process losses are accepted as part of the Service. Unless the Specification says otherwise, the allowances are: liquid up to 3%; bottles, closures and labels up to 2%; cartons up to 1%; and more for trials, short runs and changeovers.

10.2 CDL will provide a reconciliation of free-issue materials after each run. CDL is only liable for losses above the allowances that are caused by its negligence, and then only up to the Customer’s documented cost of the materials lost.

10.3 Free-issue materials left at CDL more than 60 days after the last run may be charged for storage or returned to the Customer at its cost. Materials not collected within 30 days of written notice may be disposed of at the Customer’s cost.

Part D: Orders, trials, production and release

11. Forecasts, orders and slots

11.1 The Customer will give a rolling 12-week forecast. Forecasts help planning but do not reserve capacity.

11.2 Each run needs a written purchase order showing SKU, quantity, Specification version, required date and collection details, with at least 2 weeks’ notice.

11.3 A production slot is only confirmed when CDL acknowledges the order in writing and all of these are in place: signed Schedule 1; signed Schedule 2 for that SKU; signed Schedule 3 if the Products are for export; all free-issue materials on site; and any deposit or pro-forma payment received.

11.4 CDL may move a confirmed slot for operational, safety, equipment or supply reasons. It will tell the Customer as soon as it can and offer the next reasonable slot. This is the Customer’s only remedy for a moved slot.

12. Cancellation and missed slots

12.1 If the Customer cancels or postpones a confirmed run within 7 calendar days of its start, or the run cannot go ahead because Customer materials, information or payment are missing, the Customer will pay the full filling charge for that run plus any materials CDL has bought and cannot use elsewhere.

12.2 Between 8 and 14 days before the run, the charge is 50% of the filling charge plus committed materials.

13. New products and trials

13.1 Every new product, format or major change starts with a trial unless CDL agrees otherwise in writing. Trial, set-up, development and testing charges are set out in CDL’s quotation.

13.2 CDL does not guarantee a trial will succeed. Trial product may not be sold until the Customer has signed the Specification and approved sample, and CDL has released it.

13.3 If the Customer tells CDL to proceed against CDL’s written technical advice, the instruction and CDL’s advice will be recorded and signed by the Customer, and the Customer takes the risk of that decision. CDL may refuse any instruction that is unsafe or unlawful.

14. Production records

14.1 CDL will keep its normal batch records for each run. These include product temperature, carbonation readings, flow and pressure readings, filler checks (including rinser operation, vent tubes and spreader rubbers), fill-volume checks, closure checks, label checks and any incidents such as bottle bursts.

14.2 The parties agree that CDL’s batch records, made at the time in the normal course of business, are accepted as accurate evidence of how the run was carried out unless the Customer proves they are wrong.

15. Testing and release

15.1 CDL will carry out the release tests listed in the Specification. Products are released when those tests are passed and CDL has signed the batch off. Extra or external tests are charged at cost.

15.2 Microbiological results from an accredited laboratory on samples from the batch will be accepted by both parties as showing the condition of the Products at release.

16. Retained samples

16.1 CDL will keep retained samples from every batch, stored at its site under normal ambient warehouse conditions, for the shelf life on the label or 12 months, whichever is shorter. The number of retained bottles is set out in the Specification (default: 6 per batch).

16.2 If a complaint is made, the retained samples are the first point of reference. If the retained samples conform to the Specification and show no defect, the parties agree this is strong evidence that the Products were conforming when they left CDL.

16.3 The Customer may ask for some of the retained samples to be tested by an independent accredited laboratory. The Customer pays for this unless the test shows the Products were non-conforming because of CDL's process.

Part E: Ex Works collection, risk and transit

17. Ex Works is the default

17.1 Unless CDL agrees otherwise in writing for a specific order, all Products are supplied **Ex Works (EXW), CDL's site, Incoterms® 2020**.

17.2 Risk in the Products passes to the Customer when CDL tells the Customer they are ready for collection, or when they are first loaded onto the Customer's carrier, whichever is earlier. If CDL's staff help load the vehicle, they do so at the Customer's risk and as the Customer's agent.

17.3 From the moment risk passes, the Customer is solely responsible for everything that happens to the Products. This includes choice of haulier, forwarder, shipping line and container; refrigerated or ambient transport; container condition, ventilation and liners; desiccants and humidity control; load securing; transit time; port, bonded and warehouse storage; customs; and all handling until the Products reach the consumer.

17.4 If CDL arranges transport, whether as a favour or for a delivery charge shown on the invoice, it does so as the Customer's agent only. The supply is still Ex Works: risk passes on loading, the carrier is the Customer's carrier, and the delivery charge is a pass-through cost, not a promise by CDL to deliver. CDL's liability is limited to passing on any rights it has against the carrier.

18. Inspection at collection

18.1 The Customer or its carrier must inspect the Products at collection and sign the Ex Works Collection and Condition Note (Schedule 4). CDL will photograph each pallet before loading and keep the photographs.

18.2 A signed Collection Note, or loading without written comment, is conclusive evidence that the Products, cartons, wrapping and pallets were complete, dry, clean and in good apparent condition when they left CDL.

18.3 If the Customer's carrier refuses to sign, CDL's own photographs and loading records will be accepted as evidence of the condition at collection.

19. Uncollected Products

19.1 The Customer must collect within 7 days of being told the Products are ready. After that, CDL may charge storage at its standard pallet rate per week, and the Products are stored at the Customer's risk.

19.2 CDL is not responsible for changes to uncollected Products caused by ageing or warehouse conditions after the collection date.

20. Export, long-distance transit and condensation

20.1 The Customer must tell CDL in writing, before the Specification is signed, if any Products are going outside the UK or into transit longer than 5 days. The Customer must then sign Schedule 3.

20.2 The Customer accepts that carbonated products are cold-filled at about 0°C to 4°C, and that bottles, cartons and pallets will naturally form condensation whenever they move between temperatures. Sea containers, ports and hot or humid climates can cause severe condensation (“container rain”), damp cartons, label damage and mould growth on the outside of bottles, closures and packaging, even when the Products left CDL clean and dry.

20.3 It is the Customer’s responsibility to decide whether refrigerated containers, insulated liners, desiccants, ventilated containers, below-deck stowage, temperature and humidity data loggers, export-grade cartons or extra packaging are needed. CDL may give advice but does not take responsibility for the Customer’s choice.

20.4 CDL makes no promise that its standard process or packaging is suitable for any particular export route, climate, season or transit time unless that route is named in the Specification and CDL has agreed in writing to a specific export packaging spec.

20.5 CDL is not liable for mould, yeast or other growth on the outside of bottles, closures, capsules, foils, labels or packaging, or for damp, stained or collapsed cartons, unless the Customer proves the cause was present before Collection and was the result of CDL failing to follow the Specification.

Part F: Price, payment and ownership

21. Price and payment

21.1 Prices are as set out in CDL’s quotation, which is valid for 30 days. Prices exclude VAT, Alcohol Duty, transport and insurance unless stated. CDL may adjust prices with 30 days’ notice, or straight away for a run where the Customer changes the Specification, volume or timing.

21.2 New customers pay a 50% deposit when the order is confirmed and the balance before Collection. Once a credit account is agreed in writing, invoices are due within 30 days of invoice date. CDL may withdraw credit at any time.

21.3 CDL may hold Products, stop work or refuse new orders while any amount owed by the Customer is overdue, on any account.

21.4 Overdue amounts carry interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (currently 8% a year above the Bank of England base rate, plus fixed compensation per invoice), and the Customer will pay CDL’s reasonable recovery costs.

21.5 **No set-off or withholding.** The Customer must pay every invoice in full by its due date. It may not withhold, deduct or set off any amount because of a complaint, a claim or a dispute, whether about that order or any other. Any claim is dealt with separately under clause 25.

22. Retention of title

22.1 Products made using materials bought by CDL remain CDL’s property until CDL has been paid in full for them and for every other amount the Customer owes CDL.

22.2 Until then, the Customer holds the Products as CDL’s bailee, keeps them separate and clearly marked as CDL’s property, and keeps them insured for at least their invoice value. The Customer may sell them in the normal course of business but holds the proceeds on trust for CDL.

22.3 If the Customer does not pay on time or becomes insolvent, its right to sell ends and CDL may recover the Products. The Customer gives CDL and its agents permission to enter any premises where the Products are kept for that purpose.

23. Lien over goods and materials

23.1 CDL has a general lien over all Products and free-issue materials it holds for the Customer for any amount the Customer owes, on any account.

23.2 If an amount remains unpaid 30 days after CDL has given written notice that it intends to sell, CDL may sell or otherwise deal with the goods and use the proceeds to pay the debt and its costs. Any surplus will be paid to the Customer.

24. Insurance

24.1 The Customer must insure its free-issue materials while at CDL, and the Products from the moment risk passes, including marine and transit cover for exports. CDL holds product liability insurance for its own Services and will give details on request.

Part G: Complaints, claims and liability

25. How to make a complaint or claim

25.1 **Visible problems** (short quantity, broken bottles, damaged, wet or dirty cartons or pallets, wrong labels) must be written on the Collection Note at collection. If they are not, the Customer cannot claim for them.

25.2 **Hidden problems** must be notified to CDL in writing within 14 days of the Customer finding them, and in any case within 3 months of Collection. Taste, aroma and other sensory problems can be checked straight away, so they must be notified within 14 days of Collection. Selling, distributing or relabelling any of the batch after that time counts as acceptance of the whole batch.

25.3 Every notice must include: batch code and best-before date; quantity affected and where the stock is; dated photographs; a description of the problem; and, for exported goods, the container number, shipping line, route, dates, any data-logger records and the forwarder's and receiver's inspection reports; and copies of any test or quality reports the Customer relies on, including its own.

25.4 The Customer must keep the affected stock, cartons and pallets as they are, and must not destroy, rework or sell them, until CDL has had a fair chance to inspect them (in person or through an independent surveyor) within 21 days of the notice. If the Customer does not do this, CDL has no liability for that stock.

25.5 CDL will investigate using its batch records, retained samples and release test results, and will report its findings within 28 days of receiving everything in clause 25.3.

25.6 **Burden of proof.** To succeed, the Customer must show that the defect existed when the Products left CDL, and that it was caused by CDL not following the Specification or acting negligently. The fact that a problem appeared after Collection does not, on its own, show either of those things.

25.7 **Time bar.** Any legal claim against CDL must be started within 12 months of Collection of the Products concerned. After that it is barred.

25.8 **No returns without agreement.** The Customer may not send stock back to CDL without CDL's written agreement. If CDL agrees to take stock in for inspection, that is not an admission of any kind.

25.9 **No rejection of a whole batch for a slight problem.** Where a non-conformity is slight, or affects only part of a batch, the Customer may not reject the whole batch. Its only remedy is under clause 26, for the affected Products only.

25.10 Any offer CDL makes to settle a complaint, including credits, discounts, free trials or development support, is made as goodwill and is not an admission that the Products were defective.

26. What CDL will do if it is at fault

26.1 If CDL agrees, or it is decided under clause 33, that Products were non-conforming at Collection because of CDL's fault, CDL will, at its choice, re-make the affected Products at its cost (with the Customer providing replacement free-issue materials) or credit the Service charges and any CDL-supplied materials for them.

26.2 This is the Customer's only remedy for non-conforming Products, except as set out in clause 27.

27. Limits on CDL's liability

27.1 CDL's total liability arising out of or in connection with any order, whether in contract, negligence or otherwise, is limited to the price paid to CDL for the affected Products. That price means CDL's filling, processing and packing charges plus any CDL-supplied liquid and materials. It does not include VAT, Alcohol Duty, transport, or design, artwork, development or set-up fees, which are not refundable once the work has been done.

27.2 CDL's total liability in any 12-month period is limited to the lower of the total Service charges paid by the Customer in that period and the amount recoverable under CDL's insurance.

27.3 CDL is not liable for any of these, whether direct or indirect: loss of profit, revenue, sales, customers, contracts or goodwill; amounts the Customer owes to its own customers or distributors; free-issue materials beyond clause 10.2 (including labels, packaging and liquid held in stock or ordered in advance); the cost of moving production elsewhere; shipping, freight, duty, storage, port, disposal or destruction costs after Collection; management or staff time; damage to brand or reputation, consumer acceptance, or marketing and launch costs; storage charges of any kind; or any indirect or consequential loss.

27.4 Nothing in these Terms limits liability for death or personal injury caused by negligence, for fraud, or for anything else the law does not allow to be limited.

27.5 The Customer confirms these limits are reasonable, taking into account the price of the Services, that the Customer controls the recipe, materials, transport and market, and that the Customer is better placed to insure the value of the Products.

28. Customer indemnity

28.1 The Customer will indemnify CDL against all claims, losses, fines and costs (including legal fees) arising from: Customer-supplied materials, recipes, labels or artwork; the legality or labelling of the Products in any market; anything that happens to the Products after Collection; claims by the Customer's customers, distributors or consumers, except to the extent caused by CDL's proven breach; and infringement of third-party rights.

29. Withdrawals and recalls

29.1 Each party will tell the other straight away if it learns of a safety issue with the Products. The Customer, as brand owner, will lead any withdrawal or recall and regulator contact, and CDL will co-operate and provide records.

29.2 Recall costs are borne by the party whose fault caused the recall. CDL's share is subject to the limits in clause 27.

Part H: Duty, confidentiality, disputes and general

30. Alcohol Duty and HMRC

30.1 The quotation states who accounts for Alcohol Duty. Where CDL releases Products duty-paid, the Customer pays the duty with the Service charges, before Collection.

30.2 For duty-suspended or export movements, the Customer must give CDL all approvals, registration numbers and movement details CDL needs. CDL may refuse or delay any movement until it is satisfied. The Customer indemnifies CDL against any duty, penalty or interest arising from incorrect information or from the Products failing to reach their declared destination.

31. Confidentiality, site visits and images

31.1 Each party keeps the other's recipes, specifications, prices, processes and business information confidential, except where disclosure is required by law, a regulator or a court.

31.2 Site visits are by appointment and under CDL's hygiene, safety and visitor rules. The Customer may not photograph or film CDL's site, equipment or process, or bring third parties (including consultants or experts), without CDL's written consent.

31.3 Each party keeps its own intellectual property. CDL keeps all rights in its process, line design and know-how, including any improvements it makes while working for the Customer.

32. Events outside CDL's control

32.1 CDL is not liable for delay or failure caused by events outside its reasonable control, including equipment or utility failure, supply shortages, extreme weather, illness, strikes, government action or carrier failure. CDL will tell the Customer and take reasonable steps to limit the effect.

33. Resolving disputes

33.1 **Step 1, talk.** Either party may refer a complaint or dispute in writing to the other's director. The directors will meet (in person or online) within 14 days to try to resolve it.

33.2 **Step 2, independent technical expert.** If a dispute is about whether Products conformed to the Specification, or about the cause of a defect, either party may refer it to an independent food and drink technical expert agreed by both (or, failing agreement within 14 days, appointed by Campden BRI or another body agreed by the parties). The expert will be allowed to examine CDL's site, records and retained samples and the affected stock. For taste or sensory disputes, the expert will use a blind triangle test (or another standard discrimination test) at an accredited sensory laboratory, comparing CDL's retained approved sample, CDL's retained production sample and the Customer's stock, backed by lab analysis such as sugar, acidity and Brix where useful. The expert's decision on those technical questions is final and binding, except for manifest error. The expert's fees are paid by the party the expert finds against, unless the expert decides otherwise.

33.3 **Step 3, mediation.** Any other dispute not resolved in Step 1 will be referred to mediation before court proceedings are started, except where urgent relief is needed or a time limit is about to expire.

33.4 Neither party may rely in proceedings on the opinion of a person who has not examined the relevant production records, retained samples and affected stock, unless the other party has refused access to them.

34. Ending the relationship

34.1 Either party may end an ongoing arrangement with 3 months' written notice. Confirmed orders will be completed and paid for.

34.2 CDL may end the arrangement or suspend Services straight away if the Customer does not pay on time, materially breaches these Terms, becomes insolvent, or behaves abusively towards CDL's staff.

34.3 When the arrangement ends, the Customer must pay all amounts owed and collect its materials and Products within 30 days, after which clauses 10.3 and 23 apply.

35. General

35.1 Notices must be in writing and sent by email to a director's address and by post to the registered office.

35.2 The Customer may not assign or subcontract the contract without CDL's written consent. No one else has any right to enforce these Terms.

35.3 If any part of these Terms is found invalid, the rest continues in force, and the invalid part is treated as changed to the minimum extent needed to make it valid.

35.4 A delay by CDL in enforcing any right is not a waiver of it.

35.5 These Terms and any dispute about them are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Schedule 1: Customer Acceptance (sign once per customer)

I confirm that I am authorised to sign for the Customer, and that the Customer:

- has received, read and accepts the CDL Co-Packing Terms and Conditions (Version 1.3, November 2026);
- has received the CDL Bottling Line Process Description and has had the chance to visit the site and see the process;
- understands that Products are supplied **Ex Works** and that risk passes at collection (clause 17);
- accepts that CDL is not responsible for taste beyond the Specification and approved sample (clause 6), or for shelf life and stability unless agreed (clause 7);
- accepts the claims procedure, time limits and limits on liability (clauses 25 to 27), the no set-off rule (clause 21.5), and retention of title and lien (clauses 22 and 23); and
- has not relied on any verbal statement or marketing material (clause 2).

	Customer	Celebration Drinks Ltd
Company name and number		Celebration Drinks Ltd
Registered address		
Signed		
Print name		
Position		Director
Date		
Technical contact (name, email)		
Accounts contact (name, email)		

Schedule 2: Product Specification and Approved Sample Sign-off (sign per SKU)

Item	Agreed value / detail
Product name and SKU	
Specification version and date	
Recipe supplied by	Customer / CDL / joint
Base liquid and ingredients supplied by	
ABV (% and tolerance)	
Carbonation (volumes or bar, and tolerance)	
Residual sugar (g/L)	
Preservatives / sterile filtration	Yes / No. If no, Customer accepts the stability risk (clause 7.3)
Filling temperature target	Below 4°C (CDL standard)
Declared fill volume	
Bottle, closure, wire hood, capsule or foil	
Label and artwork version (approved by Customer)	
Case and pallet configuration, wrapping	
Release tests by CDL	
Retained samples per batch	6 (default)
Shelf life / best-before (set by Customer)	
Destination markets	UK only / Export (Schedule 3 required)
Extra requirements outside standard process (priced)	
CDL technical advice not followed by Customer	
Approved sample reference, date sealed, and who tasted it and how (blind or not)	

Signed for the Customer: _____ Date: _____ Signed for CDL: _____ Date: _____

Schedule 3: Export and Transit Risk Acknowledgement (sign for any export or long transit)

Destination country and port: _____ Expected transit time: _____ Season of shipment: _____

The Customer confirms that:

1. The Products are supplied Ex Works and all transport, container and storage decisions are the Customer’s (clause 17.3).
2. Products are cold-filled and will form condensation when moved between temperatures. Sea freight, ports and warm or humid climates can cause container rain, damp cartons, label damage and mould on the outside of bottles and packaging, even when goods leave CDL clean and dry (clause 20.2).
3. CDL has advised the Customer to consider: refrigerated or insulated containers; desiccants; below-deck stowage; temperature and humidity data loggers; export-grade cartons; and avoiding the hottest months.
4. The Customer has chosen the following measures: _____. The Customer accepts all risk arising from measures it has not chosen.
5. CDL makes no promise that its standard process or packaging is suitable for this route (clause 20.4).
6. The Customer will put data loggers in every export container if it wants to be able to bring a claim based on transit conditions, and will send the data with any claim (clause 25.3).

Signed for the Customer: _____ Print name: _____ Date: _____

Schedule 4: Ex Works Collection and Condition Note (sign at every collection)

Item	Detail
Customer and order number	
Product, SKU and batch code(s)	
Number of pallets and cases	
Haulier company, driver name, vehicle registration	
Trailer / container number and seal number	
Trailer or container clean, dry and odour-free?	Yes / No
Product temperature at loading (°C)	
Ambient temperature and weather at loading	
Photographs taken (pallet numbers / file reference)	
Cartons and pallets dry, clean and undamaged?	Yes / No
Exceptions noted by driver	

The driver signs on behalf of the Customer. Goods received complete and in good apparent condition, except as noted above. Risk has passed to the Customer (clause 17.2).

Driver signature: _____ Date and time: _____ CDL loader signature: _____