

TERMS & CONDITIONS OF SALE

The following standard conditions of sale shall govern all transactions except as otherwise specifically agreed in writing by the buyer and the seller.

1. Application Of These Conditions

By ordering any goods from the seller the buyer will be deemed to accept that these conditions take precedence over any other conditions contained on or in any letter, order form, receipt of the like received by the seller in connection with the goods so ordered and that any such other conditions will not form part of the contract between the seller and the buyer unless specifically agreed in writing.

2. British Paper And Board Trade Customs

Except where inconsistent with these conditions or with the express terms of any contract between the seller and the buyer. The British Paper & Board Trade Customs for the time being in force (a copy of which customs will be supplied to the buyer upon request) shall apply to all contracts between the seller and the buyer.

3. Quotations

All quotations are tenders are given by the seller on condition that the seller shall not be bound until it has communicated its written acceptance of the buyers order.

4. Cost Variation

Except where a price is stated to be 'fixed' by the seller on its written acceptance of the buyer's order any price quoted by the seller or comprised in the order or contract is provisional only and whilst every endeavour will be made to maintain the price quoted the seller reserves the right to effect changes without prior notice at any time before despatch and the actual price to be paid by the buyer shall be the sellers price ruling at the date of despatch.

5. Quantity Variation

The seller cannot guarantee exact quantities in respect of any goods and shall be deemed to have fulfilled its obligation under the contract of delivery plus minus 20% of the quantity specified (or where goods are specifically ordered by delivery of the quantity delivered by the paper mill/material manufacturer whatever the amount of variation) and the buyer shall pay at the contract rate for the actual quantity delivered for the purposes of the clause "goods" shall include paper board or plastic of every kind and any goods made wholly or partly from paper board or plastic of any kind.

6. Manufacturing Variation

The seller cannot guarantee exact specification in respect of any goods ordered and shall be deemed to have fulfilled its obligation under the contract on condition that the measurements of rolls/sheets/boards/plastic/bags/wallets/boxes and goods shall vary from the ordered width or length by plus or minus 2mm unless expressly agreed in writing to the contrary for the purpose of this clause "goods" shall include paper/board/plastic of every kind and any goods made wholly or partly from paper/board/plastic of every kind.

7. Value Added Tax

All prices quoted or accepted are exclusive of value added tax and the contract price shall be such price plus value added tax.

8. Payment

(i) Goods invoiced up to and including the last day of the calendar month shall be paid for not later than the last business day of the following month,

(ii) If the terms of payment are not complied with the seller shall have the right to charge interest at the rate of 1,5% per month in the period between the due date of payment and final settlement.

(iii) Where it has been agreed between the buyer and seller that payment for the goods shall be made before despatch the full amount outstanding must be settled before such despatch of the goods by the seller.

(iv) Where the contract involves more than one delivery if default is made in payment on the due date in respect of any one delivery the seller at its option and without prejudice to any rights the seller may have hereunder or otherwise be entitled to treat the contract as repudiated and to claim damages accordingly.

(v) The seller shall have the right to withhold or to defer delivery of the goods or any part of the goods in the event of the buyers account for any part of the goods already supplied or for any other goods supplied under a different contract being overdue.

9. Delivery

(i) The buyer shall be bound to accept the goods when they are ready for delivery by the seller.

(ii) Any time or date for delivery named by the seller is an estimate only and shall not be treated as a condition of the contract, the seller shall not accept liability for any loss or damage or consequential loss arising either directly or indirectly from delay in delivery of all or any part of the goods howsoever caused.

(iii) Each delivery will constitute a separate contract and any failure or defect in any one delivery shall invalidate the contract as to the remaining deliveries.

(iv) Delivery of goods will be made to the buyer's usual business address as notified to the seller unless otherwise

notified in writing by the buyer to the seller.

10. Risk

The risk of goods contracted to be sold by the seller shall pass to the buyer (or to whom it shall direct) when the goods (or any part thereof when there is more than one delivery under the contract) are delivered to the buyer or in accordance with its instructions.

11. Ownership

(i) The legal and beneficial ownership of the goods shall remain with the seller until full payment of the price (including any interest charged hereunder) has been received from the buyer (each order being considered as a whole).

(ii) The seller may recover the goods (but excluding any goods ownership of which has already passed to the buyer) at any time from the buyer if in the buyer's possession if the amount outstanding from the buyer to the seller in respect of the goods supplied has not been paid in full and for that purpose the seller its servants and agents may enter upon any land or building upon which the goods are situated provided that if the seller shall re-sell the goods so recovered or any part thereof the seller shall give the buyer credit (after deducting the cost of expenses incurred by the seller in the recovery and disposal of the goods) for any sum received by the seller in excess of the unpaid price of such goods.

(iii) Until full payment of the purchase price (including any interest charged hereunder) has been made by the buyer shall store the goods in such a manner that they are not mixed with the other goods and are clearly identifiable as the seller's property.

(iv) The buyer may dispose of the goods in the ordinary course of business for the account of the seller (but any warranties conditions or representations given or made by the buyer or any third party shall not be binding on the seller who shall be indemnified by the buyer with the respect thereto) and may pass good title or the goods to a third party being a bona fide purchaser for the value without notice of the seller's rights.

(v) Should the goods in any manner whatsoever become constituents of or be converted into other goods or objects before payment of the full amount of the purchase price the seller shall at the moment of incorporation or conversion become the legal and beneficial owner of such new goods or objects the legal and beneficial ownership in which shall only be transferred from the seller to the buyer on full payment of the purchase price of the seller's goods and the buyer unless it has occasion to sell the new goods or objects in which case sub-paragraph shall apply shall store such new goods or objects in the manner provided for in sub-paragraph (iii) above.

(vi) Should the buyer before full payment of the purchase price (including any interest charged hereunder) has been made resell the goods or sell any new goods or objects into which the goods have been incorporated or converted the buyer shall forthwith hold upon trust for the seller such sum as is equal to the amount then owing to the seller in respect of such goods (or such new goods or objects as the case may be) whether or not the proceeds of such resale or sale shall have been received by the buyer and the seller shall be entitled to require the buyer to assign to the seller all and any claims which it has against its buyer emanating from such resale or sale provided that nothing herein contained shall affect such rights as the seller may have against the buyer's customer.

12. Limitation Of Sellers Liability

(i) No conditions or warranty whether arising under statute common law or otherwise other those which by law cannot be excluded is to be implied as to the merchantable quality of the goods supplied by the seller where such goods comprise clearance or re-tee or any other material whatsoever sold as not up to normal standards or to their fitness for any particular purpose or for use under any particular conditions whether such purpose or use may be known to the seller or not in every case the buyer shall be deemed to have satisfied itself that the goods are fit for their purpose.

(ii) All samples or trial runs are provided by the seller as a general guide to quality. The goods supplied to the seller are not necessarily from the same stock or from the same supplier as such samples or the material comprised in such trial runs notwithstanding that a sample of the goods or a trial run has been inspected by the buyer such sample or trial run was so inspected solely to enable the buyer to judge for himself the quality or the bulk and not as to constitute a sale by sample under the contract. The buyer shall take the goods at his own risk as to their corresponding with the sample or trial run or as to their quality condition or sufficiency for any purpose.

(iii) The seller shall not be bound by any oral condition warranty or representation given or made on its behalf unless confirmed in writing.

(iv) The seller shall not be liable for any loss or damage whatsoever arising from its failure wholly or in part to perform the contract by reason of

(a) Its inability to procure services materials or articles required for the performance of the contract except at enhanced prices or

(b) Any cause beyond its reasonable control and in such case the seller may at its sole option delay the performance of or cancel the whole or any part of the contract.

(v) The seller shall not be liable for any loss or damage (whether direct or indirect or consequential) suffered by the buyer whether in contract or negligence or otherwise howsoever whether for loss or damage to property or for death

or bodily injury or otherwise howsoever in respect of any goods supplies or work done by the seller.

(vi) The buyer shall indemnify the seller against any claim made against the seller by a third party arising out of any goods supplied to or work done for the buyer.

13. Claims

(i) Any complaint of short delivery must be notified within 24 hours of receipt of goods and confirmed in writing at that time by the buyer to the seller and any complaint of failure to deliver goods invoiced must be notified and confirmed in writing within 10 days of the date of the invoice.

(ii) It shall be the duty of the buyer before using the goods the subject of the contract for any purpose and before parting with possession of the goods to test and examine the goods in every respect and to satisfy itself of their fitness for any purpose for which they are intended to be used.

(iii) In the event of any loss or damage to any goods contracted to be delivered to the buyer or to its order by a carrier the seller's risk notice of the same shall be given to the seller in writing by the buyer forthwith upon delivery of the goods to the buyer (or in the case of the loss of any goods at the time when the goods should have been delivered) and the buyer shall at the same time take all necessary steps to notify the carrier in writing of any such loss or damage or delay and in all cases where possible enter a note of the same upon the carrier's receipt. If by reason of the failure of the buyer to give such notice as provided above, the seller is precluded from making a recovery from the carrier in respect of the loss, damage or delay complained of then the seller shall not be liable for any claim by the buyer in respect thereof and the buyer shall be liable to pay for the goods as though no such loss, damage or delay had occurred.

(iv) Claims in respect of any alleged defect in the contractual quality or condition of the goods delivered or any part thereof must be made in writing-

(a) Within 7 days after delivery where the defect would have revealed by reasonable examination of the goods on arrival.

(b) In any other case within 7 days of the defect being revealed.

(v) If upon delivery or thereafter the goods or any part thereof shall to the satisfaction of the seller be proved to be defective in material or workmanship then, provided notice of such defect shall first have been given in writing to the seller as herein before provided of if the buyer makes a valid claim pursuant to sub-paragraph (iii) the seller shall be entitled at its own option either

(a) To replace the goods free of charge

(b) To refund the purchase price thereof or

(c) To credit to the buyer the difference between the value of the goods at the time of the complaint by the buyer and the value such goods would have had if they had been in accordance with the contract providing that the buyer pays the balance not in dispute as herein before provided.

(vi) No goods shall be returned by the buyer to the seller without the prior agreement in writing to the seller.

(vii) No claim can be entertained by the seller after the goods or any part thereof have been cut, printed or processed in any way.

(viii) The buyer is not entitled to withhold payment or make deduction on account of goods claimed to be defective.

14. Return Of Goods

(i) The return of goods shall not be made without prior agreement in writing between the buyer and the seller.

(ii) All specially made to order goods shall not be accepted for return in any circumstances whatsoever save for any manifest error.

(iii) Other goods to be returned by agreement in writing must be in perfect condition otherwise the seller shall not accept their return.

(iv) If the goods are returned pursuant to an agreement between the buyer and the seller the seller reserves the right to make a handling charge of 20% in all cases.

15. Contracts

The seller shall have the option (without prejudice to any of the other rights against the buyer) by notice in writing to the buyer to rescind any contract between the seller and the buyer or to suspend a delivery of the following events.

(i) Should any sum owing by the buyer to the seller be overdue whether under the same or any other contract.

(ii) Should a buyer be in breach of any term of the same or of any other contract with the seller.

(iii) Should the buyer enter into any composition or arrangement with or for the benefit of his creditors have a receiving order in bankruptcy made against him or (if a corporate body) should have a resolution passed or petition presented to wind up its business (other than for the purpose of amalgamation or reconstruction) or if a receiver is appointed of its undertaking property or assets or any part thereof.

16. Alterations

No officer servant agent representative of the seller has any authority to waive vary add to omit or in any other way alter these conditions.

17. Force Majeure Etc-

The performance of the contract is subject to variation or cancellation by the seller in the circumstances and in the manner specified under the heading "Force Majeure" in the said British paper and board trade customs.

18. Governing Law

The law of England shall govern the validity construction and performance of any contract to which these conditions apply-