

THE **packaging** company (midlands) limited

Terms and Conditions

- 1. PRICES** - Whilst we make every effort to maintain quoted prices, all goods are sold at our selling price ruling at the time of despatch. Delivery charges will be advised at the time of order and will be charged accordingly. The amount of Value Added Tax payable is at the rate prevailing on the date of despatch.
- 2. COST VARIATIONS** – Quotations are based on our current costs and are subject to amendments by us on or at any time after our acceptance of order to meet any rise or fall of such costs.
- 3. PAYMENT** – (a) For credit account holders, payment for any goods delivered, shall be due no later than 30 days following end of month from the date of the invoice. (b) We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms. (c) For non-credit account holders' payment is required in full before any work can be processed.
- 4. SPECIFICATIONS** – All weights, measurements and specifications quoted by us are nominal and subject to the Packaging & Industrial Film Associated voluntary standards 4/80 and 7/86 and unless otherwise stated are not warranted as suitable for any particular purpose. Pigmented materials are subject to colour variation. Subject thereto, goods are warranted to be in accordance with the specification agreed with the customer in writing. All other warranties or conditions as to quality or description (statutory or otherwise) are excluded, to the extent permissible. We accept no liability where the goods have been cut, printed or processed by the customer. Liability in any case will be limited to the invoice value of goods in question. On discovery of any defect in the goods the customer shall give immediate written notice to us to enable the complaint to be investigated and we shall have no liability unless and until this investigation has been carried out. We reserve the right to dispose of rejected goods for secondary applications.
- 5. PRINTED WORK** – All quotations for printed work are subject to sight of final copy and artwork, which is to be provided by the customer in clear and legible form. All work carried out at customer's request shall be chargeable. If any work is subject to proof approval by the customer, an approval, signed on behalf of the customer, shall entitle us to proceed in accordance with such proof. The cost of (a) failure to provide clear and legible copy, and (b) remedying any errors not corrected by the customer in such proof shall be borne by the customer and shall be charged extra.
- 6. COLOUR WORK** – Every effort will be made to obtain the best possible colour reproduction of customer's work but because of the nature of the processes involved we do not warrant (a) an exact match in colour or texture with submitted samples or (b) the fastness of dyes. Where the achievements of a specific standard are essential, we will on request, and at customer's expense, submit a colour proof.
- 7. DELIVERY** – We may deliver and invoice any part of the goods ordered when such part shall be available. Delivery of goods shall be accepted when tendered. The Company may deliver the goods by separate instalments. Each Separate instalment shall be invoiced and paid for in accordance with the provisions of the contract. Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the buyer to repudiate or cancel any other contract relating to an instalment. Should work be suspended at the request of, or delayed through any default of the customer for a period of 30 days, we shall be entitled to payment for work already carried out, materials specially ordered and other additional cost including storage. Every endeavour will be made to deliver the correct quantity ordered. But where goods are manufactured to customer's specification the customer shall accept in fulfilment of the contract quantities, which vary from those ordered by +/- 10%.
- 8. RISK & TITLE** – The risk in goods shall remain with us until delivery when risk shall pass to the customer. The legal and equitable ownership in goods shall remain vested in us until the full purchase price thereof has been paid.
- 9. CLAIMS** – Claims in respect of any shortage or damage must be made in writing within seven days of delivery in each case and the items in respect of damage is claimed, is retained for inspection by us for a period of 28 days after notice in writing to us of the claim. Any claim relating to total loss of goods must be made in writing within 14 days of such loss becoming known to the customer. In relation to all claims for which we are liable, our liability shall be limited to replacement of the lost, damaged or defective item as the case may be and we shall not under any circumstances be liable for any time or indirect loss or third party claim.
- 10. FORCE MAJEURE** – We shall be under no liability if we give notice in writing to the customer that we are unable to carry out the provision of any order by reason of circumstances outside of our control including (without limitation of the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or our inability to secure materials. Upon receipt of such notice and at any time prior to our withdrawing such notice, the customer may by written notice chose to terminate the order upon payment for work done and materials used, but subject thereto, shall accept when available.
- 11. APPLICATION OF CONDITIONS** – These conditions and all other expressed terms of the contract, shall be governed and construed in accordance with the Law of England and shall apply to all sales of goods or services. Except by additional or special conditions notified on any quotation these conditions shall apply notwithstanding any previous conditions.