

CONDITIONS OF SALE

1. Formation of Contract

In these terms and conditions references to the Company shall mean Absolute Packaging. All offers, quotations and acceptances by the Company shall be deemed to incorporate these terms and conditions. No variation of or addition to or substitution for these terms and conditions shall be binding on the Company unless specifically accepted by a director of the Company in writing and no agent or representative of the Company has any authority to vary or omit these terms and conditions or any of them. Any terms and conditions printed on the customer's order forms are binding only insofar as they are not at variance with these terms and conditions and they have been specifically agreed to by a director of the Company.

2. Delivery

- (A) Whilst the Company will use all reasonable endeavours to keep to any stated despatch and delivery dates, the time quoted for delivery shall not be liable for any loss, injury, damage or expense consequent upon delay in or causes preventing the Company from delivering the goods occasioned by any cause whatsoever.
- (B) Goods shall be deemed to be delivered when they arrive at the customer's premises and are accepted by the customer, such acceptance being without prejudice to any right of rejection that may accrue to the customer under these terms and conditions.
- (C) In the case of delivery of goods by instalments, the customer will not be entitled to treat the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the whole contract
- (D) If the customer fails to give delivery instructions within 28 days of it being notified that the goods are ready for delivery, the Company shall (without prejudice to any other rights or remedies available to it) be entitled (but not bound) to store the goods at any available place at the customer's expense.

3. Risk and Title to Goods

- (A) The risk in the goods passes to the customer upon delivery but property in the goods remains vested in the Company and shall only pass from the Company to the customer upon full payment being made by the customer of all sums due on whatsoever account or grounds. In the event of the goods being sold by the customer in such manner as to pass to a third party a valid title to the goods whilst any such sums are due as aforesaid, the customer shall be the trustee for the Company of the proceeds of such sale or to the claim for such proceeds and the customer shall place such proceeds in a separate bank account. The Company's rights under this sub-clause (A) shall attach to the proceeds of such sale. Nothing herein shall constitute the customer, the agent of the Company, for the purposes of any sub-sale.
- (B) The customer agrees that, prior to full payment being made as aforesaid, the Company may at any time repossess the goods and enter upon the customer's premises and remove the goods therefrom (and dispose of the same in any manner it may decide) and that prior to such payment the customer shall keep such goods as fiduciary agent and bailee and separate and identifiable for this purpose.
- (C) If the goods become constituents of or are converted into other products whilst sums are due as provided in sub-clause (A) hereof, the Company shall have the ownership of and title to such other products (but not by way of a charge) as if they were the goods and accordingly this Clause 3 shall so far as appropriate apply to such other products subject to the customer's right to the surplus of any monies realised by the said products in excess of those due to the Company as provided herein.
- (D) Any implied authority that the customer shall be entitled to sell the goods and pass property in the same to third parties in the normal course of its business or manufacture products out of the same or sell such products will continue until otherwise notified to the customer by the Company or until the happening of any of the following events:
 - i) Any notice to the customer that an Administrative Receiver or other Receiver or Manager is to be or has been appointed in respect of its undertaking or a material part thereof or other property or assets:
 - ii) Any notice to the customer that a Petition to wind up the customer is to be or has been presented to the customer under Section 124 of the Insolvency Act 1986 or otherwise or any notice to the customer of a proposal to pass a resolution to wind up the customer (including any proposal by the customer to do so):
 - iii) A decision by the customer to make a voluntary arrangement or composition with its creditors or any notice to the customer and/or any of its creditors that a proposal for the same is to be or has been made:
 - iv) The customer becoming unable to pay its debts as such expression is defined by the Insolvency Act 1986:
 - v) Any notice to the customer that it is to be the subject of a Petition for an Administration Order presented to the Courts or the making of an Administration Order in respect of the customer.and upon the happening of any such events, the customer shall immediately notify a director of the Company.

- (E) On receipt of written notice from the Company or on the happening of any of the events set out in sub-clause (D) above, the customer's implied authority to sell the Company's goods shall be immediately withdrawn and all such goods and products made therefrom shall immediately be delivered to the Company.

4. Notifications of Loss or Damage

The Company must be informed in writing within 48 hours of delivery of the goods in the event of any shortage or damage and within 10 days of receipt of invoice if the goods have not been delivered, otherwise the goods shall be deemed to have been accepted by the customer as being in good order and in conformity with the contract.

5. Payment

- (A) Unless otherwise stated, payment is strictly net cash to be made within 30 days of the date of delivery of the goods. Failure to make due payment in respect of deliveries or instalments under this or any other contract between the customer and the Company shall entitle the Company to delay suspend or cancel deliveries in whole or in part at its option.
- (B) If payment is not made in full by the due date referred to in sub-clause (A) above, the Company reserves the right to charge interest to the customer at the rate of 2 per cent per annum above the base rate from time to time of Bank of England on the unpaid balance (such interest to accrue on a day-to-day basis from the due date for payment (as well after as before any Judgment)

6. Liability

- (A) The customer shall inspect the goods upon delivery. The Company will make good at its option by repair or replacement any defects in the goods due solely to defective workmanship or materials which are notified to the Company and in the case of any defect not discoverable upon reasonable examination, such notification must be made within 14 days of the date such defect is actually discovered PROVIDED THAT:
- i) The aforesaid obligations on the Company shall not extend to defects caused by wilful damage, negligence (other than by employees or agents of the Company), incorrect storage or application, movement, installation or defects caused by fair wear and tear; and
 - ii) The aforesaid obligations on the Company shall in any event only apply for a period for 6 months from the date of delivery.
- (B) Save as herein set out and for liability for death or personal injury resulting from negligence on the part of the Company and save for breach of the Company's statutory implied undertakings as to title, all expressed or implied conditions representations or warranties as to description, quality or fitness of the goods or otherwise are expressly excluded.
- (C) Save for liability for death or personal injury resulting from negligence of the Company, the Company shall not be liable under any one claim or under the total of all claims arising from any one act or default of the Company howsoever such claim or claims arise (be it by negligence or otherwise) for any loss over the figure which is from time to time the limited liability laid down by the Company's insurers in respect of such claims PROVIDED THAT the Company shall not be liable for any consequential or indirect loss or loss of profits or of contract whatsoever (whether arising by the Company's negligence or otherwise).

7. Third Party Claims

- (A) The customer shall indemnify the Company against all damages, penalties, costs and expenses arising out of the infringement of any patent, registered design or trademark (or any claim for such infringement) resulting from the manufacture of goods to the customer's own drawings, designs, instruction or specification.
- (B) The customer shall keep the Company fully indemnified in respect of any claims which may be made against the Company by any third party (which expression shall include servants and agents of the customer) arising out of the supply of any goods howsoever such claim may arise.

8. Trade Descriptions

Where any trade description or other indication or representation is applied to any goods at the customer's request, the customer warrants that the same will be true and accurate in all respects and that the supply or offer of supply of any such goods by any person will not give rise to an offence by the Company under the Trade Descriptions Act 1986.

9. Customer's Material

Any material held on behalf of a customer on the Company's premises for processing or otherwise shall be at the customer's own risk and the Company shall be under no liability whatsoever for loss or damage howsoever caused in respect of such material.

10. Force Majeure

The Company shall be excused from liability to the customer if the performance of the contract is prevented or hindered (in particular, if an agreed delivery date is delayed) by any cause whatsoever beyond the Company's control and in particular but without prejudice to the generality of the foregoing by act of God, war, riot, civil commotion, government controls, restrictions or prohibition or any other government act or omission whether local or national, fire, flood, subsidence, sabotage, accident, strike or lock-out and shall not be liable for any loss or damage resulting therefrom suffered by the customer.



11. Legal Interpretation

Any agreement to which these terms and conditions apply shall be governed and construed in accordance with English law and any dispute arising out of or in connection with such agreement shall be determined by the English Courts.

12. Severance and Waiver

- (A) In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding on the parties.
- (B) Failure or neglect by the Company to enforce at any time any of the provisions hereof shall not be construed as nor deemed to be a waiver of the Company's rights hereunder nor shall such failure or neglect in any way affect the validity of the whole or any part of these terms and conditions and the Company's right to take subsequent action shall not be prejudiced thereby.

13. Accuracy

- (A) Due to the difficulty of supplying exact quantities a margin of 10% above or below quantity ordered will be considered due execution of any Order.
- (B) A tolerance of up to 3mm in any dimension is to be allowed.