

BRIDGESHIRE PACKAGING LTD
CONDITIONS OF SALE

1. INTRODUCTION

We are Bridgeshire Packaging Ltd and we are supplying goods to you. We are registered in England with company number 2780044 and our registered office is Unit 1, Wimsey Way, Alfreton Trading Estate, Somercotes, Derbyshire DE55 4LS.

2. BASIS OF THE SALE

We shall sell and you shall purchase the goods in accordance with any written quotation provided by us and accepted by you or any written order issued by you and accepted by us, subject in either case to these conditions which shall govern the contract to the exclusion of any other terms and conditions. No variation to these conditions shall be binding unless agreed in writing between your authorised representatives and ours.

Our employees or agents are not authorised to make any representations concerning the goods unless confirmed by us in writing in entering into the contract. You acknowledge that you do not rely on and waive any claim for breach of, any such representations, which are not so confirmed. Any advice or recommendation given by us to you as to the storage, application or use of the goods which is not confirmed in writing by us is followed or acted upon entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation which is not confirmed.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.

3. ORDER AND SPECIFICATION

You shall be responsible to us for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by you, and for giving us any necessary information relating to the goods within a sufficient time to enable us to perform the contract in accordance with its terms.

The quantity, quality and description of and any specification for the goods shall be those set out in our quotation (if accepted by you) or your order (if accepted by us).

Where we supply samples, proofs, artwork and print for you to approve in accordance with your order you must do so promptly and in writing. We cannot be held responsible for any delays caused by you or any errors which you fail to identify on approval. We will supply the goods in the form you approve.

Where a sample of the goods has been exhibited to and inspected by you, such a sample is so exhibited solely to enable you to judge for yourself the quality of the goods. You shall take the goods on your own judgement and at your own risk as to their corresponding with the said sample or as to their quality, condition or sufficiency for any purpose.

We are entitled to assume that all specifications and other information supplied by you whether written or verbal is in all respects complete, accurate and entirely suitable for your requirements.

If the goods are to be manufactured or any process is to be applied to the goods by us, you shall indemnify us against all loss, damages, cost and expenses to which we may become liable as a result of work done in accordance with your specification which involves the infringement of any patent, registered design, trademark, copyright or other industrial or intellectual property rights of any other person or of any government or other regulation.

You may cancel your order at any time before the supply is made. If you do, you are to pay us on demand a reasonable cancellation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us an appropriate variation to the price and to the time scale for delivery, we agree to make the supply in accordance with those variations.

We may vary the price by an amount sufficient to cover any increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials without notice to you unless this will result in a delay, in which case we will advise you of the estimated delay in completing your order.

4. PRICE

Unless otherwise stated you are to pay the agreed price plus:

- a) the applicable rate of VAT
- b) origination costs including any artwork, printing stereotypes, die cutting and tooling
- c) the cost of carriage, packaging and insurance

The price at which the order is accepted is the price ruling on the date of order. We shall have the option to alter such price at any time before the date of despatch of the goods. Should such alterations result in an increase in price we will advise you before despatch of the goods.

5. PAYMENT

We will invoice you once the goods have been manufactured. You are to pay the invoice no later than 30 days after the end of the month of invoice unless any special terms have been agreed in writing. If you have a claim against us you must pay by the due date the amount not in dispute. Without prejudice to any other remedy, we shall be entitled to charge interest at the rate of 5% per annum above the base-lending rate of National Westminster Bank plc on all overdue payments. We are not obliged to supply any goods or services to you while any payment is overdue.

6. DELIVERY

We are to use reasonable efforts to have the goods ready by the agreed time, although any dates quoted for delivery of the goods are approximate only and we shall not be liable for any delay in delivery or collection of the goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by us in writing. We shall not be held responsible for delays in delivery caused by war, hostilities, strikes, accidents, lockouts, machinery breakdown, transport delays, Acts of God, or any other contingencies over which we have no control. The goods may be delivered by us in advance of the quoted delivery date upon giving reasonable notice to you. Where the goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these conditions or any claim by you in respect of any one or more instalments shall not entitle you to treat the contract as a whole as repudiated.

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When we deliver goods to you, you are responsible for unloading. If for any reason you fail to take delivery of or collect the goods when the goods are due and ready for delivery we may arrange storage of the goods until actual delivery and charge you for the reasonable costs (including insurance) of the storage and any additional carriage costs. This provision is without prejudice to any other right that we may have in respect of your failure to take delivery of the goods or pay for them in accordance with the contract.

If we fail to deliver the goods for any reason other than any cause beyond our reasonable control or a fault on your part and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the goods.

You have no right to reject goods if they vary immaterially from specification or in quantity.

7. RISK AND PROPERTY

Risk of damage to or loss of the goods shall pass to you:

- a) when you start loading them onto the collection vehicle, if you are collecting them or
- b) when you start unloading them at the delivery address, if we are responsible for delivery or
- c) from the agreed time for delivery or collection if you fail to accept delivery or fail to collect

Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions the property in the goods shall not pass to you until we have received cleared funds payment in full of the price of the goods and any interest due thereon and all other goods agreed to be sold by us to you for which payment is then due whether under this contract or any other contract.

Until such time as the property in the goods passes to you, you shall hold the goods as our fiduciary agent and bailee, and shall keep the goods separate from goods belonging to you or any third party. You shall ensure that they are properly stored, protected and insured and identified as our property. Until that time you shall not be entitled to re-sell or use the goods but if you do re-sell or use the goods you shall account to us for the proceeds or otherwise of the goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of your own or any third party.

Until such time as the property in the goods passes to you (and provided the goods are still in existence and have not been resold) we shall be entitled at any time to require you to deliver up the goods to us and, if you fail to do so, to enter any premises of yours or any third party where the goods are stored and repossess the goods.

You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain our property but if you do so all monies owing by you to us shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

Property belonging to you or supplied by you through a third party, which may be stored at our premises from time to time, will be at your own risk and you should ensure that adequate insurance cover is in place whilst stored at our premises and during transportation.

We reserve the right to discard and dispose of any tooling, film positives and artwork which have been purchased by you for the manufacture and completion of a contract, after a period of two years without your consent and we will not be liable to replace these items without charge should they be required later.

Copyright of designs produced by us will remain with us indefinitely. We reserve the right to include an image of any product designed and manufactured by us on your behalf, without notification or your permission, within any sales or marketing literature and on our website.

8. WARRANTIES AND LIABILITY

We warrant to you that the goods will be free from any material defect as long as they have not, in our opinion, suffered wear and tear or been inappropriately stored, incorrectly installed, or the like by you. You must provide us with full details of any defect immediately it becomes apparent. Notice of any claim arising out of or in connection with this contract must be given in writing to us as soon as you become aware of it but in any event within seven working days from when the goods were delivered or collected failing which all claims (other than claims arising out of or in connection with defects not discoverable upon full and proper examination of the goods) shall be deemed to be waived and absolutely barred. In any event, any claims in respect of latent defects shall be deemed waived and absolutely barred two months after the goods are delivered or collected. Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified in writing to us within seven working days of receipt of the goods, we shall be entitled to replace the goods (or the part in question) free of charge or, at our sole discretion, refund to you the price of the goods (or a proportionate part of the price), but we shall have no further liability to you.

In no circumstances whatsoever shall our liability to you arising under, out of or in connection with this contract or the goods, exceed the invoice price of the goods giving rise to the claim. For the avoidance of doubt, under no circumstances shall we be liable to you for loss of profits or market or consequential or economic loss whatsoever whether direct or indirect. You shall only be entitled to pursue claims in respect of goods available for inspection by us and in any event we shall be entitled to assume that any goods not available for inspection are satisfactory in all respects for the purposes of the contract.

All implied warranties or conditions are excluded to the extent permitted by law. We do not seek to exclude or restrict our liability for death or personal injury caused by our negligence. Neither of us is liable for any failure to fulfil our obligations to the other where this is as a result of circumstances beyond our control.

9. GENERAL

Unless you object in writing, we may put your name and other details into a computerised directory. This information will be held securely and will only be used in the course of business between us including electronic communication and marketing purposes. This information will not be disclosed to any third party without your express consent unless under the requirements of English law.

Any reference in this agreement to communications between us being written or in writing shall include electronic forms of communication such as email. If we communicate with you by email, it will be effective from when it leaves our mailbox. Any email from you will be effective from when it arrives in our mailbox.

No benefits are to be conferred on any third party by this agreement.

If part of this agreement becomes invalid or unenforceable that does not invalidate the remainder.

The contract shall be governed by the laws of England