

CONDITIONS OF SALE

1. General

All sales and other contracts made by Wessex Packaging are made on the following conditions. These conditions form the whole agreement between Wessex Packaging and the customer and override any other terms which the customer may subsequently seek to impose. No other terms written or oral shall be incorporated into the contract. No agent salesman or representative of Wessex Packaging has the authority to alter any of these terms or introduce any other terms written or oral into the contract, nor to make any representation as to the effect of these terms or as to the subject matter of the contract generally and no such alteration or representation shall be binding on Wessex Packaging unless accepted in writing by a partner of Wessex Packaging.

2. Price

All goods are sold at the price shown in our current price list at the date of order, subject to any discounts we have agreed with you from time to time.

3. Payment

a) Until credit facilities have been agreed or if you have failed to abide by credit terms, we reserve the right to require payment on delivery.

b) If we have agreed to supply you on credit you must pay all invoices in full within 30 days from the invoice date.

c) If you do not pay an invoice in full within the 30 day period we reserve the right to charge interest on any outstanding amount at two per cent over base rate and/or to suspend delivery of any further goods ordered until all sums due have been paid.

4. Delivery

a) We will arrange for all goods to be delivered to the address you choose but the cost of delivery may be included in our invoice.

b) You must arrange for manpower and equipment to be available to unload the goods when they are delivered.

c) We will do our best to ensure that goods are delivered on or before our estimated delivery dates but these dates are estimates only and we cannot accept responsibility for any loss arising from delays in delivery however those delays arise.

5. Return of Goods

No goods will be accepted for return without prior arrangement and a handling charge will be made if goods are accepted for any reason other than faults of manufacture. Drivers are unable to collect goods without an authorised collection note.

6. Damage

If you think that any goods have been damaged in transit, or that some goods have not been delivered you must notify us within seven days of delivery. We cannot accept any responsibility for any such claim unless we are notified within this time limit.

7. Retention of Title

a) All goods remain our property until you have paid in full for all goods delivered to you. Until we have received full payment we reserve the right to repossess the goods and to enter onto any premises where we think the goods may be in order to do so.

b) While the goods which are our property are in your possession you must mark and store them so that they are easily identifiable as our goods. If you do not do so we will have the right to seize any identical goods we have supplied whether they have been paid for or not.

c) You have our permission (which we can withdraw at any time by written notice) to sell goods which have not been paid for but if your customer pays for these goods you must hold the money you owe us for them as a bare trustee for us.

8. Risk

Even though goods remain our property until you have paid for them they are at your risk from the time of delivery and you must take care of them and insure them accordingly.

9. Liability

Subject to the statutory rights of a consumer our liability in respect of any goods supplied by us is limited to:

a) The replacement of any such goods which are proved not to comply with description or sample, or to be defective or unsuitable for the purpose due to faulty design workmanship or materials and

b) To liability under any warranty of title or of freedom from incumbrances and shall be subject to the following conditions:-

i) The complaint must have been notified to us in writing within 4 weeks of it being discovered.

ii) We shall have no liability for any indirect or consequential loss or damage.

10. Force Majeure

The performance of all contracts is subject to variation or cancellation by us owing to any act of God, war, strikes, governmental regulations or orders, national emergencies, lockouts, fire, flood, drought, tempest, or any other cause (whether or not of a like nature) beyond our control, or owing to any inability by us to produce materials or articles required for the performance of the contract and we shall not be held responsible for any inability to deliver by any such contingency.

11. Governing Law

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