



LEEDAN

PACKAGING LIMITED

HAMPTON LOVETT INDUSTRIAL ESTATE

DROITWICH SPA WORCS WR9 0QG

GENERAL CONDITIONS OF SALE

1. All quotations given and contracts made by Leedan Packaging Limited (hereinafter referred to as "the Company") shall be subject to these terms and conditions, to the exclusion of any terms and conditions appearing on any document of the contracting party. No variation of these conditions shall apply unless expressly agreed to in writing by the Company. To be binding on the Company all quotations must be signed by a duly representative of the Company.
2. All quotations are exclusive of VAT or other similar levy, tax or duty unless otherwise stated and are based on prices prevailing at the date thereof and subject to alteration without notice and to stocks and materials being available when orders are received. No cancellation of any order shall be made without the Company's consent and the Company reserves the right to subcontract the fulfilment of all orders or any part thereof.
3. Whilst the Company will endeavour to make delivery on any date or dates which may be specified, such date or dates are estimates only, and time for delivery shall not be deemed to be of the essence of the Contract nor shall the Company be deemed to have waived the benefit of this condition by agreeing to delivery by a specified date or dates. The Company shall not be liable for delay caused by Act of God, riot, civil commotion, strikes, lockouts, labour disturbance, trade disputes, industrial action, fire, breakdown of plant or machinery, shortage or non-availability of goods or materials, accidents or other causes beyond the Company's control, or for any consequential loss or damage arising there from. Such delays shall not entitle the Buyer to rescind the contract.
4. The Company does not guarantee to deliver the exact quantity of goods ordered and shall be deemed to have complied with a Contract by delivery of plus or minus 10 per cent of the quantity ordered, and the buyer shall pay at the contract price for the quantity actually delivered. The manufacturing standards and tolerances generally accepted within the flexible packaging industry shall apply to the contract.
5. No claim for loss or damage to goods in transit, short delivery or defective goods will be entertained unless notified in writing to the Company and where an independent carrier is employed to such carrier as well, within 7 days of delivery and a detailed claim submitted to the Company and to any such carrier within 14 days of despatch (time in each case being of the essence). The liability of the buyer for any one act or default shall not exceed the contract price or where the act of default occurred in connection with the instalment of the goods the value of the goods comprised in that instalment which ever is less. The supplier shall not be liable in any case for; 1. Loss of a particular market or sale. 2. Loss of profits. 3. Indirect or consequential damages or delays of any kind. The Company's liability shall in no event exceed replacement of the goods proved to have been lost, damaged, not delivered or defective.
6. Whilst the Company exercises care in the choice of materials, dyes and inks used in the manufacture of its products and warrants that all goods are of merchantable quality, their suitability for packaging any particular commodity is at the Buyer's risk and no warranty, representation or condition is given or to be implied that they are suitable as regards size, shape, capacity, quality or otherwise for any particular purpose. All other warranties and conditions as to quality of description whether statutory or otherwise are hereby excluded. Where the Company's products are intended to be used in connection with any food, drug or other commodity the Buyer shall satisfy himself that such food, drug or commodity will not be adversely affected by any materials used by the Company in the manufacture or printing of its products and will indemnify the Company in respect of any claim which may arise there from.
7. The Company will use its best endeavours to supply goods or materials in accordance with any sample which may be submitted, but no guarantee, warranty condition or representation is given (whether express or implied) that the bulk will correspond with the sample. The seller can not guarantee the suitability of goods for any specific purpose. The Buyer shall inspect the Goods on delivery and shall within 7 days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall afford the seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a responsible examination of the Goods and the Buyer shall be deemed to have accepted the Goods. If the Goods are not in accordance with the contract for any reason the Buyer's sole remedy shall be limited to the Seller making good any defects, shortage or other default by replacing such Goods. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed upon in writing between the Seller and the Buyer.
8. The Buyer will indemnify the Company against all actions proceeding costs claims or demands or other expenses resulting from all illegal, libellous or other matter manufactured or printed for the Buyer or for any infringement of any copyright, trade mark, patent or design. All origination including drawings, sketches, artwork, designs, proofs and original work shall remain the property of the Company unless otherwise agreed. All customers origination shall be held in safe keeping for a period of no longer than 36 months.
9. Notwithstanding the provisions of Clause 10 and irrespective of delivery unless expressly agreed in writing, all accounts become due within 30 days month end following the month of invoice unless otherwise agreed in writing (time being the essence of the contract) and unless so paid interest may be charged at the rate of 8% per month or part thereof. Where a contract provides for delivery of goods by instalments, each delivery shall be charged for as if a separate contract. If the Buyer shall make default in payment of any such instalment the Company may withhold or suspend further deliveries until payment has been made and need not resume deliveries unless and until agreements have been made for future payments which are acceptable to the Company, or may rescind the Contract without prejudice to its right to full compensation for the breach thereof and without prejudice to its rights to take back at once from the Buyer all goods and materials for which payment has not been made and which by virtue of the following clause remains its property. The Company reserves the right to make reasonable charge for storage of goods so withheld, or for goods stored at the Buyer's request after the date of delivery such goods being stored entirely at the Buyer's risk.
10. The ownership of the goods or products will only be transferred to the Buyer when he has fully paid for them and until then such goods or products shall be held by the buyer in trust for the Company and stored in such a way as to indicate that they are the property of the Company and the Buyer shall not be entitled to pledge or charge or in any other way encumber the goods.
11. These conditions and the Contract shall be subject to and constructed in accordance with English law.