

Packaging World Ltd

Principal in Packaging, King of String, Titanic in Tapes, Big in Bags, Able in Labels,
Optimal in Office Paper!

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TERMS AND CONDITIONS FOR THE SALE OF GOODS

Definitions

Buyer	the person who buys or agrees to buy the goods from Packaging World Ltd
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	the articles which the buyer agrees to buy from the Seller.
Price	the price of Goods, excluding VAT and any carriage, packaging and insurance.
Seller	means PACKAGING WORLD LTD Incorporating John Coupe and J Eastwoods & Son of Holme Iron Works, Holmes Rd. Sowerby Bridge HX6 3LF

Conditions

These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of an order or any other document.

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these conditions.

Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these conditions.

These Conditions may not be varied except by the written agreement of the Seller.

These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

PRICE

The Price shall be quoted by the Seller's confirmation order. The Price is exclusive of VAT which shall be due at the rate in force on the date of the seller's invoice.

PAYMENT and INTEREST

Payment of the Price and VAT shall be due within 30 days of the Seller's invoice.

The Seller reserves the right to charge Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 10% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgement.

The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

GOODS

The quantity and description of the Goods shall be as set out in the Seller’s confirmation of order.

WARRANTIES

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order.

DELIVERY of the GOODS

Delivery of the Goods shall be made to the Buyer’s address. The Buyer shall make all the arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

The seller undertakes to use its reasonable endeavours to despatch the Goods on the agreed delivery date, but does not guarantee to do so. Time of delivery shall not be the essence of the contract.

The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes to not to reject the Goods but to accept the Goods delivered as part performance of the contract.

If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch , the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

ACCEPTANCE of GOODS

The buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.

The Buyer shall carry out a thorough inspection of the Goods within 24 hours of delivery and shall give written notification to the Seller within 3 working days of the delivery of the Goods of any defects which a reasonable examination would have revealed.

Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject the Goods which are not in accordance with the contract.

TITLE and RISK

Risk shall pass on delivery of the Goods to the Buyer’s address.

Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

The Seller may at any time before title passes and without any liability to the Buyer:

- 1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer’s right to use, sell or otherwise deal in them; and
- 2 for that purpose (or determining what if any goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

The Seller may maintain an action for the price of any goods notwithstanding that title in them has not passed to the Buyer.

CARRIAGE of GOODS

Carriage will be chargeable on all sales under £10.00. This will be at a rate agreed by the Seller and the Buyer.

PLEASE RETURN THIS PORTION TO: Packaging World Ltd

Signed on behalf of :- Company Name.....

Signature.....Print Name.....Date.....

Please return to :- John Coupe, Holme Iron Works, Holmes Road, Sowerby Bridge. HX6 3LF