



TERMS OF TRADING

1. The following conditions supercede all other conditions previously issued. In the case of any inconsistency between these terms and the terms of any other contract documents sent by you, (whatsoever their respective dates) these terms shall prevail. No modification of these terms shall be accepted whether expressed orally, in writing or as evidenced by past transactions unless agreed in writing by a Director of our Company.
2. Any delivery dated specifically by our Company is a genuine forecast in the light of current conditions, but is given without legal commitment and we accept no liability if in the event we are unable to meet it. In the event of deliveries being affected beyond our control (including breakdowns in machinery or on account of industrial action or delays in transport) we reserve the right to suspend or cancel deliveries affected at our option without liability.
3. Where possible, the quantity ordered shall be supplied. However, owing to the difficulty of producing exact quantities, an amount up to 10% above or below the quantity specified in your order shall be allowed, and you will pay for exact quantities delivered. Manufacturing tolerances will be as laid down in guidelines issued by the Packaging and Industrial Films Association.
4. No cancellation or order can be accepted under any circumstances after dispatch. Should you cancel your order prior to dispatch, you shall be liable to pay us for any materials already produced and in addition reimburse us for any other costs incurred.
5. In the event of our costs increasing between the date hereof and the date of delivery for any cause whatsoever, we reserve the right to alter the price stated. Notification of any such increase will be passed to you in writing prior to dispatch. Prices are calculated on the quoted quantities for delivery and any reduction in your delivery requirements may call for a corresponding variation in price.
6. Our liability in respect of this order shall be limited at all times to the invoiced price of the goods supplied. We shall not be liable for any loss (including consequential loss) howsoever arising from the supply of goods by us, whether the loss is attributable to any act of ours, our servants or agents, whether negligible or otherwise. No warranty is given by us as to sustainability for any particular purpose or conditions and we shall not be liable for any damage to contents.
7. Any claim for loss or damage in transit will only be considered if made as to reach us within such period as will enable a viable claim against the carrier to be made. Claims relating to manufacture will only be considered provided notice in writing is given to us within 14 days of delivery and the defective goods are placed aside for inspection by our representative. No claim can be entertained which does not comply with these conditions.
8. The risk in the goods shall pass to you on delivery of the goods to you, or to your agent, or to any person to whom we have been authorized to deliver the goods. We shall have no responsibility in respect of the safety of the goods thereafter and accordingly you should insure the goods thereafter against such risks as you deem appropriate.
9. The ownership of the goods shall remain with us and shall only pass to you when payment of the goods is received in full by us. Should the goods be merged, incorporated or combined into or combined in any other way with any other goods before payment is received, our ownership shall be deemed to extend to those other goods. If such payment is overdue in whole or in part, we may (without prejudice to any other rights of ours) recover or resell the goods or any part of those goods and may enter upon your premises by our servants or agents for the purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which your solvency is involved. Should any of the such goods with which they have been merged, incorporated or combined with be passed into a third party, our ownership of the goods shall be deemed to extend and any monies received by you from the third party for the goods shall be deemed to be held in trust for us, and payment to us in full shall be made from those monies.
10. Except as specified above, payment is due to be made to us on nett monthly trading terms, and we reserve the right to add interest at a rate of 2.5% per month to any amount not received in this period.
11. Each delivery under this contract shall be deemed to constitute a separate contract to which the terms and conditions hereof shall apply. We reserve the right to cancel or suspend further deliveries at our option, should you make a default in, or commit any breach of your obligations to us hereunder, or are involved or (being a company) commence liquidation, or cease or threaten to cease to trade.
12. The law of England shall govern the validity, construction and performance of any contract to which these conditions apply.

_____ Signed _____ Name of Company

_____ Position _____ Date