

Conditions of Sale

Application of Conditions to all Contracts

The following General Conditions of Sale shall apply to all Contracts for the sale of the Company's goods so far as the same are not varied by or inconsistent with such Special Conditions as may be agreed to between the Company and its customers in particular instances. Brochures advertising or other matter issued by or on behalf of the Company shall not form part or be admissible as evidence in any proceeding by or against the Company in relation to all contracts entered into with the Company for work done or goods supplied.

Confirmation of Orders

No order whether given by a customer verbally or in writing shall constitute a contract unless and until its acceptance embodying these conditions and any special conditions as may be agreed upon has been confirmed by the Company in writing. No orders given and accepted as aforesaid shall be countermanded without the Company's consent in writing and it is an implied condition of such cancellation that the customer shall indemnify the Company against all loss and expenses occasioned thereby. No clerical errors or omissions in quotations or acceptances of orders shall annul the sale but shall be subject to subsequent correction by the Company and no compensation shall be allowed to the customer in respect thereof.

Prices and Payments

All prices are quoted to customers carriage paid for net monthly account and the due date for payment shall be the end of the next month following the date of the invoice of the goods to the customer. The Company reserves the right to increase the prices quoted as aforesaid by such additional sum or sums as the Company shall deem necessary to cover increases of wages, cost of materials or in respect of any other causes beyond the Company's control.

Overdue Accounts

It shall be a condition of sale over-riding any provision to the contrary in any contract that as long as any debt owed by the buyer to the seller is overdue for payment the seller shall at his option be entitled to withhold any goods due for delivery to the buyer under any contract without prejudice to the seller's rights and the buyer's liabilities under such contract and the seller shall have the right to charge the buyer interest on overdue accounts at the rate of 24% per annum charged on a daily basis from the date payment was due to the date payment is received.

Title

The title to goods shall not pass to you until payment has been made of the full contract price and in case of non-payment we shall be entitled to repossess or trace the goods or proceeds of sale in your hands or in the hands of any liquidator or receiver.

Claims

A claim arising from damage, delay or partial loss of goods in transit must be made in writing to the seller and the carrier so as to reach within **3 days** of delivery and a **claim for non-delivery within 14 days** of despatch of the goods. All other claims must be made to the seller within 10 days of delivery.

Return of Goods

Goods returned without the Company's consent in writing will not be accepted for credit.

Liability

The seller shall not be liable for the loss to the buyer and/or a third party caused by delay in completing the order or arising from delay in transit. Where work is defective for any reason, including negligence, the seller's liability (if any) shall be limited to rectifying such defect. The use of any description of goods sold shall not constitute a contract for the sale thereof a sale by description and whether or not the customer inspects the goods either before or after delivery no warranty or guarantee shall be implied as to the quality, state, condition or fitness of the goods for the purposes for which they are required. All warranties if given, must be by special conditions written on or referring in writing to the Company's Order Acknowledgement Form in question and signed by a Director or Secretary of the Company.

Quantity

A shortage or surplus charged pro rata, not exceeding ten percent, will be considered the due execution of any order for special print cups, container or lids.