

Terms & Conditions of Supply & Sale

The Buyer's attention is particularly drawn to Clause 15

1. Definitions

Seller	<i>PurePac Ltd of Baird Close, Drayton Fields Ind Est, Daventry, Northants NN11 8RY (company registration number 07980716)</i>
Buyer	person/Company who buys or agrees to buy the goods from the Seller.
Conditions	terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	items which the Buyer agrees to buy from the Seller as set out in the Schedule.
Price	price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Force Majeure Event	See clause 14.

2. Conditions

- 2.1 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 order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of one of the Directors representing the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.
- 2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and Specifications

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. Price

- 4.1 The Price shall be provided by the Seller in the form of an official quotation, pro-forma invoice or confirmation of order.
- 4.2 All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.3 The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.4 Except as otherwise stated in the Seller's Written quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 4.5 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5. Payment and Interest

- 5.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice, unless otherwise agreed by the Directors and alternative payment terms are provided in writing. This excludes pro-forma purchases, whereby payment is required prior to the dispatch of the goods.
- 5.2 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 8% 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 judgment.
- 5.3 All invoices reaching 90 days without settlement will be automatically referred to the County Court Legal Process. All legal costs will be borne by the Buyer.
- 5.4 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.

6. Goods

- 6.1 The Goods are described in the quotation, pro-forma invoice or confirmation of order.
- 6.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.
- 6.3 The Seller reserves the right to reject or vary the order due to stock and supply issues out of the Seller's control.

7. The Buyer's Application of the Goods

- 7.1 The Seller does not accept any responsibility for the inappropriate or incorrect use of the packaging supplied by the Seller.
- 7.2 It is the Buyer's responsibility to purchase the correct packaging suitable for the Buyer's filling materials and requirements.

8. Warranties – New Packaging

- 8.1 The Seller will pass on any warranty provided by the actual manufacturer of the goods. Generally this is for a period of 12 months commencing on the date of delivery of the Goods (Warranty Period), the Goods shall:
 - 8.1.1 conform with their description;
 - 8.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979; and
 - 8.1.3 be fit for any purpose held out by the Seller.

9. Warranties – Reconditioned Packaging

- 9.1 The Seller does not provide any warranty in relation to the sale of reconditioned goods.

- 9.2 If the Buyer identifies and provides evidence of defects, such as leaks, the Seller will replace or refund the goods as soon as feasibly possible.

10. Delivery of the Goods

- 10.1 The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 10.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 10.3 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 may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.
- 10.4 If the Seller does deliver short, the Seller will endeavour to deliver the remaining balance of the order when the stock becomes available.
- 10.5 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.

11. Acceptance of the Goods

- 11.1 The Buyer shall be deemed to have accepted the Goods 2 days after delivery to the Buyer.
- 11.2 The Buyer shall carry out a thorough inspection of the Goods within 5 days and give notice in writing to the seller after discovering that some or all of the goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.
- 11.3 Where the Buyer has accepted, or has been deemed to have accepted the Goods, the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

12. Title and risk

- 12.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 12.2 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.
- 12.3 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.
- 12.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 12.4.1 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

12.4.2 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.

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

13. Carriage of Goods

Carriage will be chargeable on all sales. Carriage charges will vary depending upon delivery address, all details of which will be provided in the official quotation, pro-forma invoice or confirmation of order.

14. Force Majeure

14.1 For the purposes of this Contract, a Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.

14.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3 If the Force Majeure Event prevents the Seller from providing any of the Goods for more than 6 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

15. Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

15.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

15.1.2 fraud or fraudulent misrepresentation;

15.1.3 breach of the terms implied by section 14 of the Sale of Goods Act 1979 (title and quiet possession); or

15.1.4 defective products under the Consumer Protection Act 1987.

15.2 Subject to clause 14.1:

15.2.1 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

15.3 After the Warranty Period, the terms implied by sections 14 to 16 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

15.4 This clause 14 shall survive termination of the Contract.

16. **General**

16.1 Notices.

16.1.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax [or e-mail].

16.1.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

16.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

16.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

16.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Seller.

16.7 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).