

The following Standard Conditions of Sales shall govern all transactions except as otherwise specifically agreed in writing by the Buyer and the Seller.

1. The Seller reserves the right to alter the prices of goods at any time. Where immediate delivery is made goods will be invoiced at prices ruling at the date of acceptance of order. In any other case (unless otherwise expressly agreed in writing) goods will be invoiced at the prices ruling at the date of despatch.
2. Delivery to the Buyer's warehouse within the United Kingdom is normally free of charge. In the case of small lots or where special delivery arrangements are required, the Seller reserves the right to pass on to the Buyer any increase in the costs, charges and expenses of delivery (including customs, duties, insurance premiums, clearance and port charges) above those ruling at the date of acceptance of order.
3. Whilst the Seller will endeavour to adhere to any despatch or delivery date stipulated by the Buyer or stated by the Seller the adherence to any such date shall not be a term or condition of sale and the Seller shall not be liable to make good any damage or loss to the Buyer, arising directly or indirectly out of delay or delivery.
4. Whilst the Seller will endeavour to ensure the highest standard of quality of both materials and manufacture he does not give any warranty as to the quality or fitness of the goods for any particular purpose whether or not the Buyer makes known to the Sellers expressly or by implication any particular purpose for which the goods are being bought.
5. If on or after delivery any goods shall be proved to the Seller's reasonable satisfaction to be defective in materials or manufacture then provided that the Buyer shall give the Seller notice in writing within thirty days of delivery of any alleged defect and the goods shall not have been printed on, cut or processed the Seller will at his discretion either replace such goods or refund or give credit to the Buyer for the purchase price thereof.
6. Subject to the provisions of Clause 7 no claim shall be made against or considered by the Seller in respect of non-delivery, damage or partial loss unless notice shall have been given in writing to the Seller and to the carrier (and the carriers delivery note endorsed where applicable) as follows: (a) for damage, partial loss or partial non-delivery of the goods within three days of delivery of the consignment. (b) for non-delivery of the whole consignment within seven days of the date of the invoice.
7. If after delivery any goods shall be proved to the Seller's reasonable satisfaction to have been damaged prior to delivery then provided that: (a) such damage would not have been apparent on prompt and reasonable inspection by the Buyer on delivery, and (b) the Buyer within thirty days of delivery of such goods shall have given the Seller notice in writing of any such alleged damage, and (c) the goods shall not have been printed on, cut or processed the Seller will at his discretion either replace such goods or refund or give credit to the Buyer for the purchase price thereof.
8. Except as herein provided the Seller will not be liable in any circumstances for any loss or damage whatsoever direct or indirect or howsoever caused (including without prejudice to the foregoing any physical damage to machines or property or consequential loss of profit) arising from the supply, delay in supplying or failure to supply the goods or any part thereof.
9. Each delivery of goods shall be deemed to have been made under a separate contract of sale description, quality and weight of goods which each such delivery shall comprise.
10. (a) Where goods are supplied as consignment stocks, the Buyer must notify the Seller in writing no later than the end of each month which of the consignment stocks have been taken by the Buyer during the month; such goods will be deemed to have been delivered when so taken. (b) The Buyer at his own expense shall forthwith return to the Seller any consignment stocks which have not been taken by the date specified by the Seller. If the Buyer does not return such consignment stocks as taken by the Buyer on such date and to invoice the Buyer accordingly. (c) The Seller shall have the right to inspect any consignment stocks despatched to the Buyer and accordingly to enter the premises of the Buyer or such other premises where the goods are known to be during usual business hours.
11. (a) Goods will be invoiced within the month of delivery, unless otherwise agreed by the Seller in writing the Buyer shall make payment to the Seller no later than the end of the following month. (b) The Seller reserves the right to charge interest on overdue accounts at the rate of 1.5% per annum over the base rate from time to time of Barclays Bank Ltd (accruing on a daily basis and compounded monthly) and from the date of invoice until the date of actual payment, whether before or after judgement but without prejudice to the Seller's other rights or remedies under these Terms and Conditions or otherwise.
12. (a) Risk of damage to or loss of the goods shall pass to the Buyer (i) in the case of goods to be delivered otherwise than at the Seller's premises at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when the Seller tenders delivery of the goods (ii) in the case of goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the goods are available for collection. (b) Even when delivery has taken place and risk in the goods has passed to the Buyer, the property in the goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due. (c) Until such times as the property in the goods passes to the Buyer, the Buyer shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the Seller for the proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in case of tangible proceeds, properly stored, protected and insured. (d) Until such time as the property and the goods passes to the Buyer (and provided the goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods. (e) The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which will remain the property of the Seller but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
13. The Buyer shall at his own expense on the Seller's behalf insure all goods supplied to the Buyer against all normal and usual risks to the full value thereof and shall indemnify the Seller against all loss of and damage to the goods which may arise.
14. All goods ordered by the Buyer and stored by the Seller either at the Buyer's request or where the Buyer has not taken delivery are subject to an economic and appropriate rent charge which will be invoiced by the Seller and payable by the Buyer in accordance with Clause 11.
15. The British Paper & Board Trade Customs current edition shall apply except in so far as they may be inconsistent with these terms and conditions.
16. The performance of all contracts is subject to variation or cancellation by the Seller owing to any act of God, war, strikes, Governmental regulations or orders, national emergencies, lock-outs, or any other cause beyond the control of the Seller or owing to any inability by the Seller to produce materials or articles required for the performance of the contract and the Seller shall not be held responsible for any inability to deliver caused by any such contingency.
17. No terms, conditions or representations express or implied other than those expressly embodied in these terms and conditions shall be binding on either the Seller or the Buyer. The Seller shall sell and the Buyer shall purchase the goods in accordance solely with these terms and conditions which shall govern each and every order between the Seller and the Buyer to the exclusion of any other terms and conditions subject to which any quotation is accepted or any order is made or is purported to be made or any order is accepted or is purported to be accepted by the Buyer. Accordingly save as hereinbefore provided all conditions and warranties express or implied by statute, trade usage or otherwise as to quality or fitness for purpose or correspondence with description or sample hereby excluded.
18. All contracts made by the Seller with the Buyer shall be deemed to have been made in the country in which the Registered Office of the Seller is situated and to be subject to the laws of that country which shall apply to the interpretation and construction of these terms and conditions and the Buyer hereby agrees to submit to the jurisdiction of the courts of the country in which such Registered Office is situated.
19. Data Protection Act 1998. By accepting these conditions, the Buyer acknowledges that the Seller has advised the Buyer that the Seller may keep personal information about the Buyer on computer or in manual records for accounts & credit reference purposes. The Seller may also disclose that data to credit reference agencies & other organizations. The Buyer also agrees to the Seller using the information for marketing purposes and third party advertising.