

**ABPAC LTD
CONDITIONS OF SALE**

Under the 1998 Data Protection Act we are obliged to inform you that your records may be subject to review by our auditors.

Consumers	1.		Nothing in these Conditions affects the statutory rights of a consumer.
Orders Prices & Payments	2.	(a) (b) (c) (d) (e)	Orders based on Estimates or Quotations are not binding until accepted by us. Prices in any of our lists are liable to alteration without notice. Prices in estimates and quotations are only valid for the period stated therein and subsequent orders will be Charged at the prices current at the date of despatch. Prices quoted are exclusive of V.A.T. which will be added to the final invoice value at the appropriate rate. All prices are strictly net and settlement is due no later than end of month following invoice date.
Products, Designs Materials & Quantities	3. 4.	(a) (b) (c)	We reserve the right to withdraw any product without previous notice, and to modify without notice the design or specification of or materials used in our products. All designs, art work, plates, tooling and other origination work remain our property unless otherwise agreed. A shortage or surplus, charged pro rata, not exceeding 15 per cent shall be considered due execution of the contract, except where material is specially ordered when an additional variation will be permitted the amount of which will be governed by the quantity of material delivered by our suppliers.
Indemnity	5.	(a) (b)	The Buyer shall indemnify us against any claims for infringement of copyright, designs, patents or other industrial property rights and also against any claims arising out of defamatory materials in any designs or specifications or copy supplied by the Buyer. We accept no responsibility for the content of any printed material and the Buyer must ensure that this complies with all relevant legislation and regulations. In particular, when we supply packaging for food, the Buyer is responsible for compliance with all food labelling regulations and shall fully indemnify us against all liability thereunder.
Sub-Contracting	5.		We reserve the right to sub-contract any orders or any part thereof.
Proofs	6.		When orders involve printing work, ALL ALTERATIONS from the original copy on and AFTER THE FIRST PROOF, including alterations in style, WILL BE CHARGED EXTRA. No responsibility will be accepted for any errors in Proofs which have been passed by the Buyer.
Return Of Goods	7.		No goods will be accepted for return without prior agreement. Drivers are unable to collect goods without an Authorised Collection Note. If goods are accepted for return for reasons other than faults of manufacture a handling charge will be made and these goods will only be accepted for return in the original packaging and in a re-saleable condition. Abpac Ltd reserve the right to return goods to The Buyer if these terms are not met.
Delivery	8.		Any delivery dates quoted or stated by us are estimated dates only. Although we shall use our best endeavours to achieve delivery by such date we shall have no liability for any delays. Deliveries may be suspended due to strikes, lockouts, breakdowns of machinery, accidents or stoppages of work, and we shall have no liability for any delay or failure to deliver due to these causes or any other cause of whatever nature which is outside our control.
Loss & Damage In Transit	9.	i. (a) or (b) ii.	We shall not have any liability. for loss from a package or from an unpacked consignment. for damage, deviation, misdelivery, delay or detention unless notice of the alleged loss or damage is given in writing by email to sales@abpac.co.uk within THREE days after the date of delivery of the consignment or part thereof. for loss or non-delivery of the whole of a consignment or of any separate package forming part of a consignment unless notice of the alleged loss or non-delivery is given in writing by email to sales@abpac.co.uk within THREE days of the date of the delivery/invoice. Saturdays, Sundays and public holidays are excluded.
Liability	10.	(a) (b) i. ii.	Subject to the statutory rights of a consumer, our liability in respect of any goods supplied by us is limited to the replacement of any such goods which are proved not to comply with description or sample or to be defective or unsuitable for the purpose due to faulty design, workmanship or material and to liability under any warranty of title or of freedom from encumbrances, and shall be subject to the following conditions The complaint must have been notified to us in writing within 4 weeks of its being discovered. We shall have no liability for any indirect or consequential loss or damage.
Machine Readable	11.	(a) (b) (c)	In the case of machine readable codes or symbols the printer shall print the same as specified or approved by Codes the Buyer in accordance with generally accepted standards and procedures. The Buyer shall be responsible for satisfying himself that the code or symbol will read correctly on the equipment likely to be used by those for whom the code or symbol is intended. The Buyer shall indemnify the printer against any claim by any party resulting from the code or symbol not reading or not reading correctly for any reason, except to the extent that such claim arises from any failure of the printer to comply with paragraph (a) above which is not attributable to error falling within the tolerances generally accepted in the trade in relation to printing of this sort.
Retention of Title	12.	(a) (b) (c) (d)	The property in goods supplied shall not pass to the Buyer until payment of the total purchase price and all other sums due in respect any transaction (in this clause together called 'the price') but all risk in such goods shall be borne by the Buyer from the time of delivery. If any goods belonging to us are resold or otherwise disposed of by the Buyer the Buyer shall account and pay over to us such part of the monies received by the Buyer as equals the outstanding balance of the price. On any resale or other disposal of the goods (whether or not envisaged or permitted buy us) the buyer shall act as principal and shall have no authority to bind us to or act as our agent in any way. On request the Buyer shall furnish to us full details in writing of any resales or other dispositions of goods belonging to us and shall take all necessary steps to recover any sums outstanding from persons to whom the Buyer has resold or otherwise transferred the goods and shall permit us to commence proceedings against such persons in the Buyer's name. The Buyer shall not be entitled to assert any set-off in respect of any claim against us whether arising in connection with this or any other transaction.
THE GOODS BELONG TO THE SELLER UNTIL ALL MONIES OWED ARE PAID IN FULL See notes 12a,b,c,d.			