

**GLOSSOP CARTON & PRINT LIMITED TRADING AS "GLOSSOP CARTONS"
CONDITIONS OF SALE**

1. Definitions

Us, our, we: Glossop Carton & Print Limited.

You, your: the person who accepts a quotation from us for the sale of goods or whose order for goods is accepted by us

2. Other conditions of sale

By ordering goods from us you will be deemed to have accepted these conditions which shall apply to the exclusion of any other conditions which you may purport to apply under any purchase order, confirmation of order or other document.

3. Quotations of prices

- (a) Quotations are for information only. They are not binding on us until we have accepted an order in writing and until then we reserve the right to revise quoted prices and charges in the event of any change in our costs and/or prevailing conditions.
- (b) Except as otherwise stated, all prices are given by us on an ex-works basis and if delivery is agreed to be otherwise than at our premises you shall be liable to pay our charges for transport, packaging and insurance.
- (c) Unless specifically stated to the contrary quotations do not include charges for any required design of copy to be printed on the goods which will be subject to our usual charges on a time and material basis.

4. Payment

- (a) Payment is due within 30 days of the date of the invoice. Invoices will be rendered, unless otherwise stated, upon the earlier of the date of delivery or the date (on or after the anticipated delivery date noted in the order) where goods are tendered for delivery but delivery is not accepted. Time for payment shall be of the essence.
- (b) Interest on all payments due shall accrue and be payable from the date when payment first becomes due on a daily basis until the date of actual payment at a rate equivalent to 4% over the base lending rate for the time being of Barclays Bank plc and shall accrue at such rate after as well as before any judgment.

5. Delivery

- (a) Unless the order provides to the contrary, we reserve the right to deliver by instalments and each instalment will be delivered to and accepted by you immediately we tender it for delivery on or after the anticipated delivery date in your order.
- (b) In the event of you or your nominated recipient failing to accept any delivery or deliveries tendered in accordance with your order you shall be liable thenceforward for all expenses incurred by us in handling and storing the goods which are ready for delivery in pursuance of this order. All such goods will be held at the customer's risk from that date and may be invoiced at that point.
- (c) Where the goods are delivered in instalments, each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with its terms or any claim by you in respect of any one or more instalments shall not entitle you to treat the contract as a whole as repudiated.

- (d) Where the goods are delivered in instalments, if default is made in payment or acceptance on or either the anticipated delivery date in respect of any one delivery, we will at our option, and without prejudice to any rights we may have hereunder or otherwise, be entitled to treat that contract and any other contract arising from the same order which has not then been performed as repudiated and to claim damages accordingly.
- (e) While we will make every effort to effect deliveries as soon as goods are ready in accordance with pre-arranged dates, time for delivery is not of the essence, and no guarantee is to be implied as to delivery dates, nor will we accept liability for loss or damage occasioned by delay in delivery however caused.
- (f) If we have not made delivery of the goods by the anticipated delivery date for those goods or for that instalment of the goods as stated in the order you may by written notice to us give say a further period of 28 days to effect such delivery. If we do not you may cancel the contract, which will mean that any monies paid under the same shall be returned and neither party will be liable further to the above. This clause does not apply in the case of force majeure as set out in clause 8 below nor in the case where you have already breached the terms of the contract or you or your nominated recipient has refused to accept a degree of goods duly tendered.
- (g) If no anticipated delivery date is specified in the order, we shall, at our discretion, be entitled to make delivery on such date or dates as we shall reasonably nominate on 7 days notice to you.
- (h) Unless otherwise stated the number of goods delivered may be up to 10% more or 10% less than the quantity ordered. The price will be adjusted pro rata and considered due execution of the contract. Any surplus in excess of 10% will not be the subject of an additional charge nor will delivery of the same amount to a breach of the contract but such surplus goods shall be returned to us at our expense if we so elect within 14 days of notification of the surplus by you.

6. Alterations and Cancellations

- (a) Subject to 5(f) above, any cancellation or amendment to the specification or quantity ordered after the order stage, or any alterations to the product or copy after the relevant proof stage will only be accepted in our absolute discretion and additional charges may be levied.
- (b) We reserve the right to make any changes in the specification of the goods which are required to conform with any applicable statutory or EU requirement or which do not materially affect their quality or performance.

7. Sketches, Proofs, Printing etc

- (a) All sketches and original designs created by us or our subcontractors shall remain our property unless otherwise specifically agreed.
- (b) Upon failure by you to supply required designs artwork or copy or to approve or otherwise respond to proofs supplied by us related to your order within 7 days of a request from us we will be entitled to produce whatever we reasonably believe will satisfy the requirement of your order and to make such additional charges as are reasonable for any additional design work undertaken.
- (c) No responsibility will be accepted for any errors in proofs which have been approved by you.
- (d) Where any artwork, material or other property is supplied to us by you to be held by us for the purposes of this contract, you must ensure that copies are retained by you to protect yourself against the loss, destruction or damage of such materials.

- (e) We will store tooling (such as films, plates, disks and cutting formes on your behalf). If such tooling is not used for a period of 12 months we reserve the right, without reference to you, to dispose of any such items. We will incur no liability for loss or replacement costs as a result of this action.

8. Inspection and Liability

- (a) Where delivery is made by us to a carrier for transmission to you or your nominee we will claim against the carrier on your behalf in respect of non-delivery or short delivery by the carrier or damage in transit provided you notify us and the carrier in writing of any such claim within such time as will enable us to comply with the time limits currently laid down by the carrier for notifying him of the claim in question.
- (b) You will inspect the goods immediately on delivery and advise us as soon as possible of any inconsistency between the goods actually delivered and the relevant delivery note and shall be deemed to have accepted the goods if not rejected by notice given within *24 hours* after delivery (no account being taken of weekends or bank holidays) and you shall not after acceptance or deemed acceptance be entitled to reject the goods for lack of conformity with the contract or otherwise.
- (c) You shall have no right to make or pursue any claim for damages or any other remedy in relation to the goods or anything pertaining to them
 - i) if the substance of such claim has not been notified to the seller in writing within *14 days* of delivery; or
 - ii) as a result of mixing batches or lots; or
 - iii) if such goods have been subject to any process of manufacture or other treatment or if their physical condition has otherwise been altered before we have been afforded such opportunity as we reasonably require to inspect and test any goods in relation to which a claim is made.
- (d) You will be liable to indemnify us against all expenses, loss or damage suffered by us as a result of claims for infringement of patents, trademarks, registered design or copyright arising out of work done to your direct instructions.
- (e) Any shortfall in delivery will not breach the contract if rectified by us within 14 days from the date of notification by you.
- (f) Where goods supplied under these conditions are defective for any reason, including negligence, liability (if any) shall be limited to rectifying such defect or replacing the defective goods within [28 days]. Where we perform our obligations to rectify or replace defective goods under this condition you shall not be entitled to any further claim in respect of such defect(s).
- (g) Notwithstanding any other provisions express or implied our liability to compensate you in respect of any claims arising out of or in connection with the supply or a contract for the supply of goods shall be limited to the price of the goods and Value Added Tax and other sums paid by you to us for the goods in respect of or in relation to which such loss or damage is claimed and we shall not be liable for any further claim or claims in respect of consequential loss or damage or loss of profits or otherwise.
- (h) We warrant that the goods will at the time of delivery materially correspond to any proofed and agreed sample. All other warranties, conditions or terms relating to the fitness for purpose, quality or condition of the goods and whether implied by statute or common law or otherwise are excluded to the fullest extent permissible by law.
- (i) We shall not be liable for any failure to deliver goods arising from circumstances outside our control. Non exhaustive illustration of such circumstances would be acts of god, war, riots, explosion, abnormal weather conditions, fire, flood, strikes, lock-out, government action or regulations (UK or otherwise), delay by suppliers, accident and shortage of materials, labour

or manufacturing facilities. If the circumstances preventing delivery are still continuing 3 months after the said circumstances have arisen, then either party may give written notice to the other cancelling the contract and neither party shall be under any further liability to the other except that you shall be liable to pay the contract price less a reasonable allowance for what has not been performed by us.

- (j) We shall not be liable for indirect loss/or expense (including any loss of profit or economic loss suffered by you or any third party) occasioned by any breach of these conditions (and/or its negligence in relation to the same).
- (k) Our aggregate liability in connection with goods supplied under these conditions (whether in contracts, negligence or otherwise) shall in no event exceed the value of the goods supplied under the relevant contract (in the case of contracts delivered by instalments each instalment shall be treated as a separate contract for the purposes of this clause).
- (l) Notwithstanding the above provisions or any other provision of these conditions, nothing in these conditions shall exclude our liability for death or personal injury as a result of negligence, nor liability in respect of fraud or fraudulent misrepresentation.

9. Risk and Title

- (a) All risk in the goods will pass to you immediately on delivery (or under 5(b) above if earlier)
- (b) Notwithstanding delivery, title to the goods shall not pass from us until
 - i) you shall have paid the price and Value Added Tax and any other sums payable in full; and
 - ii) no other funds whatever shall be due from you and/or from any companies in the same group as you or controlled by the same individuals.
- (c) We shall be entitled to recover the price together with Value Added Tax and other sums payable notwithstanding that title to the goods has not passed from us.
- (d) Until such time as title to the goods passes from us, you shall upon request deliver up the goods. If you fail to do so, we may enter upon any premises where the goods are situated and which are owned, occupied or controlled by you or in respect of which you can grant or procure a right to enter and may repossess the goods.
- (e) You shall not purport to pledge or in any way charge by way of security for indebtedness any of the goods title to which remains with us and (without prejudice to any other rights we may have) if you do so then we may immediately render invoices to you for any outstanding orders for goods which you have with us (whether or not we have delivered such goods) and the aggregate amount of such invoices shall forthwith be due and payable by you to us.
- (f) You shall insure and keep insured the goods for the full price and Value Added Tax and/or delivery and other incidental costs against all risks to our reasonable satisfaction from the date risk in the goods passes to you until the date that title to the goods passes from us and shall whenever requested by us produce a copy of the policy of insurance and shall stand as our trustee in respect of the rights of the insured under the policy and in respect of any payment out under the policy to the extent (in each case) that the same relates to goods to which title has not or did not pass to you.

10. Copyright

Unless otherwise agreed in writing, copyright and design rights in any and all work produced for you by us or our subcontractor remains with us but you will be entitled, subject always to payment of all sums due on or before their due dates, to a licence to sell on the goods designed by us and/or bearing any of our designs and sold to you by us. Any other use requires prior consent from us.

11. Data Protection

- (a) You agree that we may hold personal data regarding you and/or your staff. Where such data relates to your staff you will obtain consent to its usage in accordance with these terms and conditions. Such data may be kept upon manual filing and/or computer systems and may comprise names, addresses, e-mail addresses, telephone and fax numbers and other relevant contact details together with other miscellaneous personal information about individuals provided to us from time to time by you or by your staff. Such data will be used by us for the purposes of contacting you and your staff and supply of goods and/or services to you or on your behalf. Data will be held at our office at Raymond Joseph Works, Padfield and will not be sold or disclosed to any third party without the express authority of the individual to whom the data relates, save where disclosure is reasonably required for business purposes (for example to sub-contractors or to auditors or as part of a genuine reconstruction or sale of the whole or a substantial part of our business undertaking).
- (b) We may make a search against your business and/or the principal individuals involved in it with a credit reference agency, which will keep a record of that search and will share that information with other businesses.

12. Severance

Each of the provisions of these conditions is separate and distinctive from the others and if any of them is held by competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

13. No Waiver

No waiver by us of any breach of a contract for the sale of goods by you shall be considered as waiver of any subsequent breach of the same or any other provision of contract.

14. Assignability

- (a) You shall not assign, delegate or otherwise deal with all or any of your rights and obligations under contracts governed by these conditions without our prior written consent.
- (b) We shall be entitled to assign our rights and conditions under contracts governed by these conditions in whole or in part at any time.

15. Third Party Rights

For the avoidance of doubt the parties do not intend any provision of these conditions to be enforceable by a third party pursuant to the Contracts (Rights for Third Parties) Act 1999 or analogous legislation.

16. Law and Jurisdiction

This contract shall be governed by the laws of and subject to the jurisdiction of the Courts of England and Wales.