

FREIGHT MERCHANDISING SERVICES LIMITED
(Hereinafter referred to as the Company)
STANDARD CONDITIONS OF SALE

The following Standard Conditions of Sale as varied from time to time by the Company will govern this transaction and all contracts between the parties except when otherwise specifically agreed in writing by the Buyer and the Company.

1. PAYMENT TERMS

- (i) for approved credit account holders: Net monthly account requiring settlement in full for goods invoiced up to and including the last day of a calendar month to reach the Company no later than the last day of the following calendar month. The Company reserves the right to charge interest at the basic rate of Lloyds Banking Group plus 2% on amounts outstanding after the due settlement date.
- (ii) for non credit account holders: Payment will be on a pro-forma basis.

2. PRICES AND QUOTATIONS

Quotations are binding on the Company only if and to the extent that they are incorporated in an order to the Company which has been accepted in writing. All prices quoted are exclusive of V.A.T.

3. CONTRACTS

When a "Call Off" contract order is placed with the Company without giving any specific delivery dates the Buyer acknowledges that the whole quantity ordered will be manufactured and it is expressly agreed that the total quantity contracted for will be accepted for delivery within three months of the order being placed with the Company.

The Company shall have the option to rescind any contract or order between the Company and the Buyer and/or to suspend delivery of goods in any of the following events:-

- (i) Any sum owed by the Buyer to the Company is overdue for payment.
- (ii) The Buyer is in breach of any term of this contract or order or any other contract with the Company.
- (iii) The Buyer entering into any composition or arrangement with or for the benefit of its creditors or having a receiving order in bankruptcy made against it or going into liquidation or receivership voluntary or compulsory

4. OWNERSHIP

The Company and the Buyer expressly agree that until the Company has been paid in full for the goods comprised in this or any other contract between them

- (i) The goods remain the sole and absolute property of the Company and the Company may recover the goods at any time from the Buyer if the amount outstanding to the Company remains unpaid after the due date for payment has passed. For that purpose the Company its servants and agents may enter upon any land or building upon which the goods are situated
- (ii) The Buyer has the right in the ordinary course of his business to dispose of the goods which are the property of the Company on condition that the Buyer shall hold the proceeds of such disposal on trust for and on demand pay to the Company any monies due or owing to the Company

5. CLAIMS

- (i) Claims in respect of any alleged defect in the quality of the goods delivered must be made in writing within thirty days after delivery or if related to the transport of the goods within 3 days or such shorter time as will enable the Company to comply with any time limit and procedure of any carrier by whom the goods were transported.
- (ii) No return of goods shall be made without prior written agreement between the Buyer and the Company
- (iii) If the Buyer shall make any complaint within the time stipulated the Company after reasonable time for investigation and examination of the goods in dispute shall be entitled at its option:-
 - (a) To replace any defective goods or
 - (b) To accept the return of defective goods and to credit the Buyer with the sale price thereof or
 - (c) To make the Buyer an allowance representing the difference between the value of goods defective at the time of complaint and the value they would have had if they had not been defective providing the Buyer pays the balance not in dispute according to normal terms
- (iv) Any complaint of short delivery or of damage to goods in transit must be notified within three days of receipt of goods and confirmed in writing at that time by the Buyer to the Company

6. DELIVERY AND QUANTITIES

- (i) If no time for delivery is specified the Buyer shall be bound to accept the goods when they are ready for delivery by the Company
- (ii) When the Company delivers goods the Buyer shall provide for the unloading of the goods or reimburse the Company the cost of such unloading
- (iii) If the Buyer fails to take delivery at the time required by the Contract the Company shall be entitled to:-
 - (a) Invoice the goods forthwith and
 - (b) To charge reasonably for the handling storage and insurance of the goods from the date of invoice to the date when the Buyer takes delivery or the Company at its option disposes of the goods at cost together with an uplift of 10%.
- (iv) Where goods are manufactured to the buyers specification it is understood that all sizes and quantities are subject to manufacturing tolerances which vary depending on material type, production method, specification and quantity ordered. Please speak to a member of our sales team for further details.

7. MATERIALS

- (i) To the extent permitted by law the Company shall not be bound by any oral warranty or representation given or made on its behalf unless confirmed in writing nor by any implied term condition or warranty whether arising by implication or law or to be implied from circumstances save and except a warranty that goods sold shall correspond with the contractual description
- (ii) Where orders are placed by the Buyer in reliance upon samples provided by the Company the Company shall endeavour to ensure that the goods comply with the quality and dimensions of the sample but the Buyer accepts they can vary subject to manufacturing processes.
- (iii) Stock sizes and weights of goods are approximate only and may not correspond with their contractual description providing that any such difference does not make the goods unsuitable for the Buyer's purposes
- (iv) Where goods are made to a customers own specification whilst every effort is made to supply an exact size thickness or quality due to the nature of materials used manufacture can only be made subject to certain trade tolerances. The Buyer must satisfy itself that such tolerances will be acceptable.
- (v) No guarantee is given that the goods are fit for the Buyer's purpose and the Buyer must satisfy itself of their fitness for any purpose for which they are intended to be used
- (vi) Where the Buyer requires the Company to carry out design or printing work in respect of goods ordered colours need only be a commercial match and the Buyer is responsible for any error in proofs which it has signed. The Buyer will indemnify the Company in respect of any expense or liability arising out of any claim for breach of copyright trade mark etc

8. LIMITATION OF LIABILITY

- (i) The Company shall not be liable for failing to perform this or any other contract whether wholly or in part if the failure is caused either wholly or partly by any circumstance or circumstances outside the Company's control. In any event it is expressly agreed that the Company will not be liable for any consequential loss caused to the customer as a result of an order being carried out unsatisfactorily whatever the reason for this shortcoming may be
- (ii) No forbearance or indulgence by the Company shown or granted to the buyer whether in respect of these conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Buyer or be regarded as a waiver of any of these conditions

9. DATA PROTECTION

- (i) All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under GDPR.
- (ii) For complete details of the Company's collection, processing, storage and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Policy which is available upon request.

10. GOVERNING LAW

This contract will be governed by the Law of England and Wales and any dispute between the parties will be determined by an arbitrator appointed by the Secretary of the Institute of Packaging upon the application of either of them.