



TERMS AND CONDITIONS OF SALE

GENERAL

All orders are accepted and goods supplied subject to the following express terms and conditions.

These conditions may not be modified or revised unless Sealpac UK Ltd (herein after referred to as "the Company") agrees in writing and the Company shall not be deemed to accept such other conditions not waive any of these conditions by failing to object to provisions contained in any purchase order or other communication from the Buyer.

No person has authority on behalf of the Company to vary any condition except a Director and then only in writing signed by a Director.

No binding contract shall be created until the Company has indicated its acceptance of any order in writing or by making a delivery of the goods.

SETTLEMENT TERMS

- (a) Where credit terms are allowed, terms of payment are strictly nett and payable within 30 days from the date of the invoice. Otherwise all accounts are payable on demand. No receipts will be issued against payments by cheque unless specifically requested.

The Company at its discretion, reserves the right to charge interest on accounts outstanding beyond the time specified in this condition. The rate of interest shall be 4% per annum over Barclays Bank base lending rate from time to time in force. The Company can exercise this right in addition to any other rights it may have in respect of the goods or non-payment.

- (b) Where the contract is to be or may be fulfilled in separate instalments, payment for each such instalment delivery or part, shall be made as if it constituted a separate contract and the contract price will be payable by the Purchaser in strict accordance with the order terms notwithstanding any delay in despatch or performance occasioned by circumstances beyond the Company's control or any adjustments or corrections of defects which may be required to the machinery or work. The Company may suspend performance of any contractual obligation to the Purchaser so long as any account of the Purchaser is overdue and any extra costs thereby incurred by the Company shall be reimbursed by the Purchaser.

PRICES

Unless otherwise agreed in writing all orders are executed subject to prices ruling at the date of despatch and any price list of the Company whether published or not shall not affect the right of the Company to charge for goods in accordance with this clause.

Sealpac UK reserve the right to amend the final price in the event of exchange rate fluctuations out of Sealpac UK control.

EXTRA COSTS

In the event of any variation or suspension of orders through the Buyers instructions, lack of instructions, or extra expenses or occasioned by force majeure, in the event of an unavoidable increase or in the cost of labour or materials incurred by the Company after the date of the order, prices may be increased to cover any extra expenses thereby incurred by the Company.

Any additional work either in production or on site work necessary due to the operation of Health & Safety or other laws and regulations or to any changed circumstances of the Purchaser's requirements and not previously specified to us for the purpose of quotations and contracts, shall be subject to price rescission or shall, where substantial, be subject to a new contract.

Correction of any errors on our part in calculations or other details shall be allowed.

CREDIT

Any contract shall be subject to the Company being satisfied as to the Buyer's credit worthiness and without generality to the foregoing the Company may in its absolute discretion, having informed the Buyer that the goods are ready for delivery, refrain from delivering the goods until such time as the Buyer tenders the purchase money to the Company in a form satisfactory to the Company.

ORDERS

Orders sent in confirmation of telephone instructions should be clearly marked as such otherwise any additional expense incurred by the Buyer as a result of duplication of order will be charged to the Buyer. Furthermore, the Company will accept no responsibility for duplication of despatch.

CANCELLATION

The acceptance of the cancellation of any order by the Buyer shall be at the discretion of the Company and any such acceptance shall be subject to payment by the Buyer of a cancellation charge representing the Company's loss of profit on the transaction and any administrative costs involved.

DELIVERY DATES

Delivery dates are promises given in good faith by the Company to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the time stated. No liability for direct or consequential loss or damage arising from delay in delivery will be accepted by the Company.

If shipment is delayed due to the failure on the part of the Purchaser to provide the necessary shipping instructions, the Company shall be entitled to arrange storage of the machinery either at its own works or elsewhere on the Purchaser's behalf and all charges for storage, transport, insurance and demurrage shall be payable by the Purchaser.

UNLOADING, HOISTING, STORAGE & DISTRIBUTION

The Purchaser shall be responsible at his own expense for taking delivery assisting in unloading from the conveyances storing in a protective place until the commencement of erection, and for carrying to and/or hoisting materials to position near the actual site for final installation.

RISK & PROPERTY IN THE GOODS

- (a) Risk of damage to or loss of the goods shall pass to the Buyer
 - (i) in the case of the goods to be delivered at the Company's premises at the time when the Company notifies the Buyer that the goods are available for collection; or
 - (ii) in the case of goods to be delivered otherwise than at the Company's premises, at the time of delivery.
- (b) Notwithstanding delivery and the passing of risk in the goods the property shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the goods agreed to be sold by the Company to the Buyer for which payment is then due.
- (c) Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Company's fiduciary agent and bail, and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property. Until the time the Buyer shall be entitled to resell the goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the goods and shall keep all such proceeds separate from any monies or property of the Buyer.
- (d) Until such time as the property in the goods passes to the Buyer and provided that the goods are still in existence and have not been resold the Company shall be entitled at any time to deliver up the goods to the Company 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 remain the property of the Company, but if the Buyer does so all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

CARRIAGE

The Company reserves the right to make a charge for carriage and packing.

DAMAGE OR LOSS IN TRANSIT AND SHORTAGES

Any damage to goods in transit should be notified and a claim made on the carrier within two days of receipt. The Company must also be notified at the same time. The packing and contents should be retained for inspection. If goods are not received by the Buyer within six days of the invoice, the Company and the carrier should be informed immediately.

RETURNS

Goods correctly supplied may not be returned without the Company's written agreement. Where goods are alleged to be not in conformance with the manufacturer's published specification, full details must be given. Credit (or replacements) will not be issued until defects have been agreed by the manufacturer. In no circumstances will goods which have been soldered or otherwise used by accepted for credit.

WARRANTY

The Company's liability in respect of all goods supplied by it shall be limited to giving the Buyer the benefit of any guarantee or warranty given by the manufacturer of such goods. The Company shall not be under any further liability howsoever arising and all conditions and warranties expressed or implied by or under statute custom or trade usage are hereby expressly excluded.

FORCE MAJEURE

The Company shall not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is due to causes outside the reasonable control of the Company.

DESCRIPTIVE MATTER AND ILLUSTRATIONS

All descriptive and forwarding specifications, drawings and other particulars issued by the Company are approximate only and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract.

Designs, drawings, specifications and other technical and commercial data supplied by us are strictly confidential and for the Purchaser's use only. They must not be disclosed to other parties without our prior written consent.

Unless specifically guaranteed in writing, no dimensions details or statements as to capacity output or power specified or contained in any drawings, catalogues, shipping specifications or other documents or illustrations are to be treated as contractual. The Company reserves the right to make such changes in specifications as conditions beyond its control may require or will in its judgement be improvements.

There is no obligation on the Company to inform the Purchaser that such changes in specifications have been made.

PATENTS

In the event of any claim being made or action being brought against the Buyer in respects of infringement of British Patents by the use or sale of goods supplied by the Company, the Buyer shall notify the Company immediately and the Company shall be at liberty with the Buyer's assistance if required but as the Company's expense to conduct through the Company's own lawyers and expects all negotiations for the settlement of the same or any litigation that may arise therefrom subject to such notifications and provided that no goods or any part thereof, shall be used for any purpose other than that for which the Company has supplied them the Company will indemnify the Buyer in respect of any such claims.

BANKRUPTCY

In the event of the Buyer committing any breach of contract with the Company or if any distress or execution is levied upon the goods of the Buyer or if he offers to make any arrangement with or for the benefit of his creditors or commits any act of bankruptcy or, being a limited company has a Receiver appointed of its undertaking or assets or any part therefor or for the purposes of a reconstruction or amalgamation without insolvency, goes into liquidation, the Company shall thereupon be entitled without prejudice to its other rights forthwith to suspend all further deliveries until the fault has been made good or to determine the contract or any unfulfilled part hereof, or at the Company's option to make partial deliveries.

COPYRIGHT

All drawing, designs, specifications and other technical and commercial data and descriptions submitted by the Company are strictly confidential and for the Purchaser's use only and they must not be disclosed to other parties without the prior written consent and shall remain the property of the Company together with the copyright and other intellectual property rights (if any) therein.

VALUE ADDED TAX

Where chargeable, Value Added Tax will be charged at the rate applicable at the date of despatch.

LEGAL CONSTRUCTION

Unless otherwise agreed by the Company, in writing, these conditions and the agreement to which this document relates shall in all respects be construed and operate as an English contract in conformity with English Law.