

STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS Betapak Ltd

YOUR ORDER IS ACCEPTED ON THE BASIS THAT THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE ORDER AND ANY SUBSEQUENT CONTRACT BETWEEN US. PLEASE READ ALL OF THEM CAREFULLY.

"We" or "us" relates to Betapak Ltd, Rookley, IW, PO38 3LT or any subsidiary company or agent authorised by them.

"You" relates to the purchaser of any goods or services provided by us.

"Goods" means all products or services supplied by us to you.

1. Formation of a Contract

1.1 Contracts and orders are only accepted subject to these conditions of sale, acceptance of which must be unqualified. If any qualification or variation is made by you, it shall not form part of the contract unless expressly agreed in writing by us. Furthermore, these Conditions of Sale override all clauses with contrary intention whether printed or not, which may be proposed by you, unless expressly accepted in writing by us.

1.2 Orders shall be accepted entirely at our discretion and shall constitute a legally binding contract between us and you and such contract is hereafter referred to in these terms and conditions as "an order".

1.3 These conditions shall override any contrary, different or additional terms and conditions contained or referred to in any quotations, estimates, prior order forms or other documents from us. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

1.4 Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled in relation to the goods / and or the work the subject of this order.

2. Specification

2.1 All goods supplied by us shall be in accordance with our current catalogue as published from time to time and further specifications or descriptions expressly listed or set out on the face of the order.

2.2 We shall not be held responsible for the suitability of a product for a particular purpose, or for the merchantable quality of goods ordered.

2.3 We accept no liability for consequential loss directly or indirectly arising from any error in the printing applied to any product supplied by us.

2.4 We will attempt to match any samples provided by you, but any resultant order will not constitute a sale by sample, and we give no undertaking that goods supplied will match a sample for quality, type or colour.

3. Acceptance

3.1 You will be deemed to have accepted all goods upon their delivery by us to the address specified in the order.

3.2 We must be informed in writing within 3 days of acceptance of the order of any changes, alterations, reductions or cancellations. We reserve the right to retain any deposits or charge in full for any goods supplied or fabricated where cancellation is not made within the period specified.

4. Delivery and Risk

4.1 Unless otherwise stated in the order, the price quoted includes delivery to the address specified in the order.

4.2 Whereas we will try to ensure compliance with any delivery (or collection) times and dates given, such times and dates are an estimate only. We will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.

4.3 Risk in the goods shall pass to you upon delivery.

4.4 In the event we should fail to deliver within 30 days from the date of your order you may cancel your order at any time after that and any deposit paid by you will be returned in full. Except for this condition, time of delivery is not of the essence.

4.5 We reserve the right to make delivery in instalments and to tender a separate invoice in respect of each instalment.

4.6 A shortage or surplus, charged pro-rata, not exceeding 10% will be considered due execution of an order.

5. Title and Payment

5.1 We warrant that we have good title to the goods and will transfer such title as we have in the goods to you pursuant to paragraph 5.3 below.

5.2 Unless otherwise stated in the order, payment of the price of the goods comprised in each order shall become due not later than the last day of the month following the invoice date.

5.3 We will charge daily interest on late payment of the amounts due, at a rate of 8% per annum or current statutory rate (which ever is higher) above the then base lending rate at Bank of England from the date the payment was due until actual date of payment.

5.4 Title to the goods comprised in the order shall not pass to you until you have paid the full price, although we reserve the right to sue for the price once payment becomes due notwithstanding that title may not have passed. For payment by cheque, payment will be deemed not to have been made until the cheque has cleared.

5.5 If you (being a company) have a petition presented for your winding up or you pass a resolution for voluntary winding up or otherwise than for the purpose of bona fide amalgamation or reconstruction or compounds with your creditors or have a receiver appointed of all or any part of your assets or (being an individual) become bankrupt or insolvent or enter into any arrangement with your creditors or commits a material or serious breach of this agreement (and in the case of the breach being remediable, fails to remedy it within 7 days) you will be deemed to have repudiated the contract.

5.6 If you (being a company) fail to pay an account by the due date, your directors will become personally jointly and severally liable to us.

5.7 If at any time your payment becomes overdue we reserve the right to withhold provision of any delivery of any of its goods and services until all such monies due have been paid to us. We retain the right at our discretion to demand additional security for payment before making or continuing with any delivery.

6. Price

6.1 All prices quoted are exclusive of value added tax (VAT). If the rate of VAT increases between the date of your order and the date of delivery we will add the necessary additional amount of value added tax to the price of the goods.

6.2 If the price of the goods increases for any other reason between the date of your order and the date of delivery we will notify you of this and give you the choice of accepting the price increase or cancelling the order in which case any deposit paid by you will be refunded in full.

7. Damage in Transit

We will replace free of charge any goods proved to our satisfaction to have been damaged in transit provided that such damage is notified to us or the carriers in writing within 3 days.

8. Force Majeure

8.1 We shall not be liable for delay or failure to perform any of our obligations under this order if the delay or failure is caused by any circumstances beyond our reasonable control.

8.2 For the purposes of this condition, "force majeure" shall include, but not be limited to, acts of God, war, terrorism, civil disorder, industrial dispute, fire or explosions.

8.3 Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the performance of our obligations.

9. Manufacturing Standards and Special Printing

9.1 All products are supplied in accordance with recognised trade tolerances. We will make reasonable efforts to match colours, but exact matching is not guaranteed. Material thickness is calculated on a +/- 10% tolerance, and sizes given are subject to +/- 5% tolerance.

9.2 All sketches and artwork provided to you remain our property.

9.3 Alterations from original proof or sample will be charged extra. You will be responsible for any errors contained in any proof or sample approved by you.

10. Exclusions

10.1 We do not exclude liability for death or personal injury, however we shall not be liable for any direct loss or damage suffered by you howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise in excess of the lesser of the value of the goods provided or £20,000.

10.2 We shall not under any circumstances be liable for any indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.

10.3 We or our insurers shall not be liable or investigate any claim for loss unless you have given written notice to us within 7 days of its occurrence and given us or our insurers every facility to investigate such occurrence.

11. Jurisdiction

If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

12. Complaints

We aim to provide a very high level of service. If we have disappointed you in any way, please bring this to the attention of our Managing Director.