

**Lubepack Limited**  
**Terms and conditions of sale**

**1 INTERPRETATION**

- In these conditions:

"Buyer" means the person or company who purchases the goods from the Seller

"Goods" means the goods or services (including any instalment of goods or any part for them) which the Seller shall supply in accordance with these conditions.

"Seller" means Lubepack Ltd, Cow Lane, Oldham, OL4 1HS, Company Reg No. 2573794, VAT Reg No 562 5647 25.

"Contract" means the contract for the purchase and sale of the Goods incorporating these conditions

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller

1.2 All quotations and all orders are subject to these terms and conditions, which supersede any other conditions contained, mentioned or referred to in the Sellers documentation or elsewhere, and override and exclude any other terms stipulated or incorporated or referred to by the Buyer, whether in an order or in any negotiations or in any course of dealing established between the Seller and the Buyer. All subsequent orders made by the Buyer shall be similarly subject to these conditions.

1.3 No Contract for the sale of the Goods supplied by the Seller shall be concluded without these terms and conditions being incorporated therein.

• **BASIS OF THE SALE**

- The Seller shall sell and the Buyer shall purchase the Goods subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
- No terms or conditions endorsed upon, delivered with or contained in the Buyers purchase order, confirmation of order, specification or other order will form part of the Contract.
- These Conditions apply to all sales by the Seller and no variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- Each order for Goods by the Buyer shall be subject to availability of stock and confirmation of price by the Seller and shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions. No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Company delivers the Goods to the Buyer.
- The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not confirmed in writing.
- Any advice or recommendation given by the Seller or its employees or agents are at the Buyers own risk and accordingly the Seller shall not be liable for any advice or recommendation.
- Any typographical, clerical or other error or omission in any sale literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on part of the Seller.

• **ORDERS AND SPECIFICATION**

- If the goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damage, cost and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Sellers use of the Buyers specifications.
- The Seller reserves the right and discretion to alter or change dimensions or composition of the Goods within reasonable commercial limits and having regard to the nature of the Goods and the purposes to which the Seller is aware they are intended to be put.
- Whilst the Seller will take all reasonable steps to try to match colour this cannot be guaranteed and the contract shall be deemed to have been performed by delivery of Goods of the general shade of the colour stipulated.
- Whilst the Seller will take all responsible steps to deliver an acceptable quality of print, the quality of the final pack relies on the Buyer ensuring that they have fully complied with all design guidelines and recommendations provided by the Seller and their suppliers.
- No responsibility shall be accepted by the Seller for any errors in proof submitted to and approved by the Buyer.
- The Buyer is solely responsible for ensuring that the compatibility of the product and packaging will not impact on the quality of the Goods and will not deteriorate to unacceptable levels within the stated life of the product.
- The Buyer shall indemnify the Seller from and against all actions, claims, costs and proceedings which arise due to the manufacture or sale of the Goods where it is alleged that specification and/or label does not comply with the appropriate legislative requirements and regulations.

• **PRICES**

- Prices charged for the Goods are those ruling at the date that the Contract is made.
- All prices quoted are subject to alteration without notice and unless otherwise stated are net of VAT and any other tax or duty.
- Where the Company has quoted a price it reserves the right to adjust such quoted prices to take account of increases caused by additions to or increases in the cost of labour, materials, manufacture, transport and ancillary charges or currency fluctuations occurring between the date of the quotation and the date upon which the Goods are despatched.

• **TERMS OF PAYMENT**

- Unless otherwise agreed in writing, all accounts are due for payment in full without any deduction or set-off by the due date as stated on the invoice.
- In the event a Buyer opens a trade credit account with the Seller the following conditions apply:
- A trade account will only be opened after satisfactory references have been taken up by the Seller
- Acceptance of orders by the Buyer is subject to credit approval by the Seller
- The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (interest) Act 1998 on any overdue payment from the due date for payment until the date payment is made and charge the Buyer for all costs that are incurred in recovering the outstanding payment.
- At any time before the delivery of Goods the Seller reserves the right to notify the Buyer that outstanding payment is required prior to delivery and the Seller shall be entitled to withhold the delivery until payment is made
- If the Buyer does or suffers to be done anything which might prejudice his ability to pay the full price for Goods, the Seller, in addition to all other rights it may have, reserves the right to treat the Contract for Goods unpaid as repudiated by the Buyer

• **DELIVERY**

- Any delivery date quoted by the Seller is an estimated date only and the Seller shall not be liable for any loss or damage occurring through any failure or inability to meet such date.
- Collection shall be at the Sellers premises, unless otherwise stipulated or agreed in writing with the Buyer.
- If the Buyer refuses or fails to take delivery of the Goods tendered in accordance with a Contract the Seller shall be entitled to immediate payment in full for the Goods so tendered. The Seller shall be entitled to store at the risk of the Buyer any Goods of which the Buyer fails or refuses to take delivery and the Buyer shall, in addition to the purchase price, pay on demand all costs of such storage and any additional costs incurred as a result of such failure or refusal. The Seller shall be entitled in the case of short life Goods immediately to dispose of the same in such manner as the Seller may in its absolute discretion determine and in the case of all other Goods the Seller shall be entitled after the expiration of one month from the date of failure or refusal to take delivery to dispose of the Goods in such manner as it may in its absolute discretion determine.
- If the Goods are contracted to be delivered by instalments, late delivery of one instalment shall not entitle the Buyer to reject any other instalment under the Contract. Any date of delivery given by the Seller shall be an estimate only and while the Seller will endeavour to comply with any such date it shall not be responsible for late delivery.
- Notwithstanding anything in these Terms and Conditions expressed or implied to the contrary, the Seller shall not be liable in respect of any shortage of or failure to supply Goods where such shortage or failure is due to riot, war, threat of or preparation for war, explosion, fire, flood, invasion, storm, earthquake, subsidence, epidemic or other natural physical disaster or acts or restraints of government, civil commotion, strikes, lock-outs, stoppages or restraint or withdrawal of labour or other industrial action or shortages of labour or of materials or any acts or events or circumstances beyond the reasonable control of the Seller for whatever cause whether partial or general and the Seller in such circumstances shall not be liable in respect of any loss to the Buyer (consequential or otherwise) arising therefrom.
- Collection by the Buyers carrier or delivery to the Buyers appointed warehouse shall be deemed to be delivery to the Buyer.
- Delivery notes must be checked and signed by the Buyer. Despatch notes will be deemed proof of delivery of all Goods specified therein unless claims in respect of loss, damage or shortages are submitted by the Buyer in writing within 2 days of the despatch note date.
- The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery regardless of the fact that the quantity may be up to 10% more or less than the quantity specified in the Contract and in such event the Buyer shall pay for the actual quantity delivered.
- In the event of an under delivery of Goods greater than 10% referred to above the Seller shall only be liable to make up the delivery or give a credit note at the Sellers absolute discretion.
- In the case of non-delivery, the Buyer must, within 7 days of the despatch note date, advise the Seller in writing.
- Subject to these Terms and Conditions, acceptance of Goods by the Buyer shall be deemed to take place on delivery of the Goods or upon collection by the Buyers carrier. Goods are not supplied on a sale or return basis.

• **RETENTION OF TITLE AND RISK**

- It is a condition of the Contract that the property in all of the Goods to be delivered by the Seller to the Buyer shall remain vested in the Company until payment due to the Seller under all Contracts between the Seller and the Buyer has been made in full. Even though the property in the Goods has not passed to the Buyer the Seller shall be entitled to issue and serve proceedings for the price of the Goods together with interest and costs once payment has become due.
  - Until such time as the property to the Goods passes to the Buyer, the Buyer shall hold the Goods as the Sellers fiduciary agent and bailee and shall (at the Buyers own cost) ensure that the Goods remain separately identifiable from those of the Buyer and the third parties and appropriately stored in every respect, protected, insured and identified as the Sellers property. Until that time, the Buyer shall not be entitled to re-sell or use the Goods in the ordinary course of business.
  - In the event of sale of Goods or any part of them by the Buyer in the ordinary course of its business, the Buyer shall, if required by the Seller, assign to the Seller its right to recover the selling price from the third party concerned in a form submitted by the Seller.
  - Until the property in the Goods passes to the Buyer in accordance with these conditions, the Buyer shall store the Goods separately and identifiably and yield them up forthwith on request by the Seller.
  - The risk of loss or damage to all or any of the Goods shall pass to the Buyer upon delivery.
  - Until such time as the property of the Goods passes to the Buyer (and provided that the Goods are still in existence and have not been re-sold), the Seller shall be entitled to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, the Seller or its agents are hereby granted by the Seller an irrevocable right and license to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
  - The Buyer shall not be entitled to pledge or in any way charge by the way of security for any indebtedness any of the Goods which remain the property of the Seller but, if the Buyer does so, all monies owing by the Buyer shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
  - The Buyer gives consent to the Seller to publicise the Goods unless a request to withdraw permission is received in writing at or before the date that the Contract is made.
- **WARRANTY**
- All Goods supplied by the Seller to the Buyer have been subjected to such checks or verification as might be expected of a reasonable supplier in the position of the Seller PROVIDED THAT this warranty shall not extend to the sale of such Goods under the Buyers own labels or to the labelling of such Goods or to any matters or statements forming part of or contained in the labelling.
  - All representations, warranties or guarantees given to third parties by the Buyer with reference to the Goods are given entirely at the risk of the Buyer regardless as to whether or not such representations, warranties or guarantees are consistent or inconsistent with these Terms and Conditions.
  - The Seller shall not be liable for defects in the Goods caused by the Buyer or any third party or for any unsuitability of the Goods.
  - The Sellers liability to the Buyer in respect of or arising out of this Contract or in tort (including negligence and breach of statutory duty) or otherwise howsoever arising shall not exceed a sum equal to the value of Goods to the Seller exclusive of VAT or any other applicable tax or duty.
  - Under no circumstances does the Seller accept responsibility for loss of profit, revenues, business, goodwill or anticipated savings by the Buyer or for any special indirect or consequential damage of whatsoever nature and howsoever arising.

- Where the Goods are required for a purpose other than the normal or usual purpose for which such Goods are commonly supplied then no condition or warranty of fitness for the purpose of the Goods shall be implied.
  - Where the Goods supplied consist of containers, wrappers or other articles intended for use in connection with any food, drug or substance of a volatile, delicate or fragile nature, the Buyer shall satisfy himself that such food, drug or other substance is not or is not likely to be affected by any material used by the Seller in printing of or manufacturing of such wrappers, containers or other articles. The Seller shall not be liable to the Buyer in respect of any claim alleging that such food, drug or other substance has been adversely affected and the Buyer shall indemnify and keep indemnified the Seller from and against all liability by third parties in respect of any claim that any such food, drug or other substances has been adversely affected and caused the third party loss, damage or expense.
  - **TERMINATION**
  - Either of us may terminate this agreement immediately on written notice if the other is in material breach of an obligation and cannot put it right or does not put it right within 21 days of receiving notice to do so. On termination any then existing claims which either of us has against the other remain in force.
  - We may terminate this agreement immediately on notice if we reasonably believe that you will not be able to pay the price or other payments when due and in that event we have no further liabilities under the agreement.
  - **APPLICABLE LAW**
- The Contract shall in all respects be governed by the construed in accordance with English law and the Buyer hereby submits to the non- exclusive jurisdiction of the English Courts.