

Wessex Labels Limited

Terms and Conditions of Sale

- 1) Scope.** The seller means the manufacturer of the goods sold or to be sold by it to the any customer ("The purchaser")
- i) These conditions alone shall govern and be incorporated in every contract for the sale of goods made by or on behalf of the Seller with the Purchaser They shall apply in place of and prevail over any inconsistent terms or conditions contained or referred to in the Purchaser's order or in correspondence or elsewhere or implied by trade, custom, practice or a course of dealing unless specifically excluded or varied and agreed in writing by a Director of the Seller and any conditions or stipulations to the contrary are hereby excluded or extinguished.
 - ii) Acceptance by the Purchaser of delivery of the goods shall (without prejudice to Condition 2 or any other manner in which acceptance of these Conditions may be evidence) be deemed to constitute unqualified acceptance of these Conditions.
 - iii) If subsequent to any contract of sale which is subject to these Conditions, a contract of sale is made with the same Purchaser without reference to any conditions of sale or purchase, such contract howsoever made shall be deemed to be subject to these Conditions.
- 2) General.** All statements, technical information and recommendations concerning the goods sold or samples provided by the seller are based upon tests believed to be reliable, but do not constitute a guarantee or warranty. All goods are sold and samples of all goods provided with the understanding that the Purchaser has independently determined, prior to use, that the goods are suitable for the purposes the Purchaser intends to use the goods for. Any samples supplied to the Purchaser are supplied solely for information and in no way Import any express or implied conditions or warranties as to conformity, quality, description, fitness for purpose or merchantable quality and a Purchaser shall be deemed to have satisfied itself as to such matter prior to ordering the goods, No salesman, representative or agent is authorised to give any guarantee, warranty or make representation contrary to the foregoing.
- 3) Quotations.** Quotations are made and orders accepted subject to the following terms and conditions which the customer may purport to apply under any purchase order or similar document. Where there is conflict between these conditions and any conditions mentioned in or printed on any documents from our customers these condition will prevail except so far as we may expressly in writing agree to any variation.
- 4) Validity.** Unless previously withdrawn or stated in writing by us differently, our quotations are open for acceptance within 60 days from the date thereof and are subject to confirmation at the time of such acceptance. Our quotations do not constitute offers: they may be withdrawn or amended at any time until an order has been placed by you and accepted by us.
- 5) Prices.** Unless otherwise shown on our quotations, all prices are in accordance with our standard price lists current at the date of the delivery of the goods. The price is exclusive of VAT which shall be due at the rate ruling on the VAT invoice
- 6) Packing.** Unless otherwise stated, all goods are packed in non-returnable cases.
- 7) Payment.** Unless otherwise agreed, invoices are issued and accounts payable in sterling and payment shall be due within 30 days of the end of the month following the date of the invoice ("the due date"). Payment of any invoice(s) may not be delayed beyond the Due Date in the event of any dispute or query concerning any other invoice(s).
- 8) Delay in Payment.** Without prejudice to any other rights we may have, where payment is not made on or before the Due Date interest on the amount overdue will be charged and become payable at a rate of 5% above the Lloyds TSB base rate at current from time to time in force and shall accrue at such rate after, as well as before any judgement. Any payments on overdue invoices are to be credited first against interest then against the invoice. We may also:
- i) suspend or cancel deliveries of any Goods due to you and/or
 - ii) appropriate any payment made by you to such of the Goods (or Goods supplied under any other contract with you) as we may in our absolute discretion think fit.
- 9) Set-Off.** You are not entitled to set off, cross-claim or in any way withhold payment due on our invoice because of claims relating to other matters. If you have a valid claim you must nonetheless pay by the Due Date for all goods which are not subject of the claim and all other undisputed changes and invoices.
- 10) Cancellation.** No order may be cancelled except with our consent and provided cancellation fees are paid which will be 10% of the value of the order, or our wasted expense plus 10% (for overheads) if higher.

We may cancel an order at any time or vary payment terms without liability for compensation if you are unable (in response to a written request) to satisfy us that you are able to pay for the order and all prior orders then outstanding (whether then due for payment or not).

11) Title to Goods.

- i) Despite delivery having been made property in the Goods shall not pass from us to you until:
 - (a) You shall have paid the price plus VAT in full and
 - (b) No other sums whatever shall be due from you to us.
- ii) Until property in the Goods passes to you in accordance with clause 10.1 you shall hold the goods and each of them on a fiduciary basis as bailee for us. You shall store the goods (at no cost to us) separately from all other goods in your possession and mark such goods in a way that they are clearly identified as property of Wessex Labels Ltd.
- iii) Until such time as property in the goods passes from us to you shall upon request deliver up such goods as have not ceased to be in existence or re sold to us. If you fail to do so we may enter upon any premises owned, occupied or controlled by you where the goods are situated and repossess the goods.
- iv) You shall insure and keep insured the goods to the full price against all risks to our reasonable satisfaction until the date that property in the goods passes from us to you, and shall whenever requested by us produce a copy of the policy of insurance. Without prejudice to any other rights we may have, if you fail to do so all sums whatever owing by you to us shall forthwith become due and payable.

12) Risk. Notwithstanding clause 10 risk in the goods passes to you at the Place of delivery or, where goods are collected by you or your carrier from us, risk passes to you at the time of collection. Unless written instructions are given to the contrary, the signature of any person at the place of the delivery shall constitute proof of delivery.

13) Default of payment. Where invoices are overdue we shall be entitled to cancel the contract and inform you that you are no longer in possession of the Goods with our consent, and/or to suspend or cancel further deliveries. We shall be entitled to recover possession of our goods and you will immediately be under an obligation to deliver the goods to our representative (and the goods shall be at your risk until so delivered) in accordance with the instructions we give you. We shall be entitled and it shall be a term of the contract that we have your consent to enter into your premises or those of a third party where the goods are stored for the purpose of repossessing and removing them.

14) Delivery. The goods shall be delivered to the address specified in the order. Whilst every endeavour will be made to maintain specified dated of delivery, we shall not be liable to the customer for the late delivery of the goods. Time is not of the essence.

15) Force Majeure. If we are prevented from delivery by reason of war, industrial action, fire or other cause beyond our control, the contract shall be at our option be (a) fulfilled as soon as the circumstances permit (b) cancelled or (c) re-negotiated.

16) Damage or loss in transit. You must inspect the goods immediately on collection by you or your nominated carrier or upon delivery by us. We cannot accept responsibility for damage or loss in transit to goods collected by you or your nominated carrier. Where our nominated carriers make deliveries receipts must be signed as Damaged or Short Delivery and our despatch department notified immediately by telephone. To be eligible for a claim against our nominated carriers you must notify them in writing within 2 days from receipt of goods, copy of the written notification should also be sent to our despatch department by registered mail. The packing and consignment note should be retained for inspection by the carriers inspector and/or our representative.

17) Complaints. A complaint as to quality cannot be accepted unless it is made not later than eight days after discovery and, in any case, not later than six months after delivery.

18) Returns. Goods are received back only in exceptional cases and by prior arrangement with us. Any credit for the goods we agree to have returned will be at a discount from the original price to cover handling charges and other overheads.

19) Specifications. Our policy is one of continuous progress and the right to change a specification (without materially affecting the performance of the product or their suitability for their purpose) without notice is reserved.

20) Instructions for Use. Instructions for use and technical specifications are based on laboratory tests and practical experience and are correct to the best of our knowledge, but are not guaranteed correct and should be considered as guidelines in connection with the choice of product and working method. As your storage and working conditions are beyond our control, we cannot accept any responsibility for results.

21) Warranty and Liability. Goods supplied by us are guaranteed free from defects in quality and workmanship for a period of six months from the date of delivery. Our liability in respect of defective goods is strictly limited to replacement of the defective goods. Goods supplied by us are intended to be used as supplied and strictly in accordance with our instructions. Any incorrect storage, tampering with the goods or use other than instructed by us shall free us from any liability under this warranty. Save for the death or personal injury caused by our negligence we shall not be liable for any indirect loss and/or expense (including consequential loss or loss of profit) whatsoever or howsoever arising attributable to the goods, any defect or failure of the goods supplied or the use of such goods by you or any third party.

22) Waiver. If you are in breach of any provision of our Terms and Conditions no waiver of the breach shall in any way affect or prejudice our right in respect of any other breach, whether the same or other provisions of our Terms and Conditions.

23) Co-operation. You must voluntarily co-operate in any claim we make against suppliers, carriers or insurers and this includes the obligation without charge by you not to dispose of the goods for a reasonable time or before giving us reasonable opportunity to remove the goods, to provide witness or documentary evidence, and to provide reasonable facilities to inspect the goods. It is your obligation to arrange for the full co-operation of the third party (other than those third parties contracting with us). You must retain the packing and consignment note for inspection.

24) Arbitration.

- i) This contract is subject to the law of England and Wales
- ii) If any dispute of difference shall arise between you and us as to the meaning of this contract or any matter or thing arise out of or connected with this contract then it shall be referred to the determination of an arbitrator to be appointed by agreement of the parties or (in default of agreement within 21 days of the service upon one party of a written request to concur in such appointment) by the President for the time being of the Chartered Institute of Arbitrators. The award of the arbitrator shall be final and binding on both parties.