

BELL PLASTICS LIMITED – CONDITIONS OF SALE

1. Law

The construction validity and performance of this contract shall be governed by the laws of England.

2. Variations of conditions

The goods are supplied by the seller only on these Conditions which form part of the Seller's quotation and acceptance of order. These conditions of sale cannot be varied suspended or added to except with the agreement of the Seller given in writing.

3. Instalments

The Seller may deliver by instalments and each instalment shall be deemed to be sold under a separate contract.

4. Cancellation

If the Buyer fails to make any payment to the Seller when it becomes due enters into any composition or arrangement with its creditors or has a Receiver appointed or a Receiving Order made against it, or breaches any of the conditions of this or any other contract with the Seller, the Seller may without prejudice to other rights and remedies defer or cancel any further deliveries or instalments.

5. Price

The Seller reserves the right to increase the price of the goods at any time prior to delivery by giving written notice to the Buyer. In these circumstances the Buyer may cancel the undelivered balance of this contract by giving written notice within seven days of receipt of the Seller's notice.

6. Payment

a. The Seller reserves the right to require up-front payments from the Buyer. Unless agreed otherwise with the Seller in writing, payment (or the balance thereof) shall be due on the 30th day following the date of invoice. The price shall be paid in full without any deduction and the Buyer shall not be entitled to withhold any part of the price on account of any claim arising out of this or any other transaction.

b. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above the Bank of England base interest rate from time-to-time in force and shall accrue at such a rate after as well as before any judgment.

7. Ownership

a. Title of the goods supplied shall not pass to the Buyer and the goods shall remain the absolute property of the Seller until payment has been made of the full contract price. In case of non-payment by the due date or the Buyer having a liquidation order made against him, or having a Receiver appointed of its assets, income or part thereof, the Seller shall be entitled to repossess or trace the goods, or the proceeds of the sale from the customer, liquidator or receiver, and the Seller shall be entitled immediately after giving notice of its intention to do so to enter upon the premises of the Buyer with such transport as may be necessary and repossess any goods to which it has title hereunder.

b. Notwithstanding that the title in the goods may not have passed in accordance with the provisions of this clause, the risk in all goods shall pass to the Buyer upon despatch unless otherwise agreed in writing. The Buyer shall at its own expense take out and secure the continuance of an all risk insurance policy in respect of all goods supplied in accordance with this agreement to their total value at replacement cost. Such policy shall cover the goods from and including the date on which they are despatched or handed over to a carrier used for the purposes of delivery. The Buyer shall procure that the Seller's interest in the goods shall be recorded by an endorsement on the policy specifying the Seller as loss payee (and shall provide the Seller with a copy of it) and (to the extent that the Seller has not received full payment in respect of any goods) any sums which are received under such policy may be credited against any sums owing from the Buyer to the Seller.

8. Claims

a. All claims for the non-delivery of the whole or part of any consignment must be submitted in writing to the carrier and Seller within seven days of receipt by the Buyer of the invoice or advice note, whichever is the earlier.

b. All claims for partial loss of or damage to goods in transit must be submitted in writing to carrier and Seller within three days of delivery and the delivery note must be endorsed accordingly.

c. The Buyer shall within 30 days of receipt of the goods examine them to determine if they conform to the contract, and if such goods do not so conform shall within a further five days give written notice to the Seller with sufficient particulars. The Buyer shall give the Seller reasonable opportunity to investigate such notice before the goods are used. If the goods are agreed by the Seller to be not in conformance with the contract the Seller will at his option rectify the defective portion of the goods or replace them or credit the Buyer with the invoice value. Such action will be in full satisfaction of any claim by the Buyer.

d. In the absence of any notification as described above the goods will be deemed to have been delivered and accepted in conformity with the contract.

9. Warranties and liabilities

a. The Seller warrants that the goods shall comply with the Seller's specification for the goods in question as current from time to time. The Seller does not warrant the fitness of the goods for any particular purpose, even though that purpose be known to them and no such warranty is to be implied from the name or description under which the goods are sold.

b. Subject to the aforesaid, all warranties conditions and statements, expressed or implied, are excluded save those implied by S.12 of the Sale of Goods Act 1979.

c. The Seller's liability in contract tort or otherwise for any loss or damage (other than for death or personal injury) arising (whether or not from Seller's own negligence) directly or indirectly out of the supply or use of the goods or of the packages or pallets or containers by which the goods are delivered shall be limited to the purchase price of the goods packages or pallets or containers out of whose supply or use the loss or damage arises.

d. In no circumstances will the seller be liable for any consequential loss or damage no matter how arising.

e. The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

10. Force majeure

The Seller shall have the right to cancel suspend or delay delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing or delivery by normal route or means of delivery the goods covered by this contract through any circumstances beyond its control including, but not limited to, strike, lock-outs, accidents, war, fire, reductions in or non-availability of power at manufacturing plant, breakdown of plant or machinery or shortage or non-availability of raw materials from normal sources or routes of supply.

11. Quality Variation

The Seller reserves the right to deliver against any order an excess or deficiency of up to 10% of the quantity ordered, and such delivery shall be deemed to have fulfilled the contract and the Buyer shall accept and pay for the actual quantity delivered.

12. Trade marks, patents, etc.

a. Neither the supply of goods nor anything contained in this Contract shall confer the right upon the Buyer to use any trademark of the Seller. Neither does it imply any right to use any Seller's patent or any undertaking that third party patents will not be infringed.

b. When goods are made or adapted by the Seller in accordance with the Buyer's specification, the Buyer shall indemnify the Seller in respect of the infringement or alleged infringement by such goods of any patents, registered designs, copyrights, trade marks or other rights belonging to third parties.

13. Other terms

For the avoidance of doubt all matters and terms in any invoice provided to the Buyer by the Seller are incorporated in these Conditions of Sale.