

TERMS & CONDITIONS

The Buyer's attention is drawn in particular to the provisions of condition 19 (Passing of Title), condition 30 (Stock) and condition 31 (Termination).

INTERPRETATION

1.1. Definitions:
Buyer: the person or firm who purchases the Goods from the Company.
Company: Fleet Retail Packaging Limited (registered in England & Wales with company number 05232673).
Conditions: the terms and conditions set out in this document as amended from time to time.
Contract: the contract between the Company and the Buyer for the sale and purchase of the Goods in accordance with these Conditions
Goods: the goods (or any part of them) set out in the Order.
Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order form, the Buyer's written acceptance of the Company's quotation, or overleaf, as the case may be.
1.2 Interpretation:
(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
(b) A reference to a party includes its personal representatives, successors and permitted assigns.
(c) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
(d) A reference to writing or written includes email.

BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
2.2 A quotation for the Goods given by the Company shall not constitute an offer.
2.3 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable specification submitted by the Buyer are complete and accurate.
2.4 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.
2.5 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.

ACCEPTANCE & CANCELLATION

3. The Company reserves the right to accept or refuse any Order and to cancel any uncompleted Order, or to suspend delivery if the Buyer fails to observe or perform any terms or conditions of the Contract, or if the Company reasonably believes that the Buyer may do so.
4. The Company cannot accept cancellation if the Goods are in the course of manufacture or transit.
5. A Contract cannot be cancelled by the Buyer except by mutual agreement with the Company in writing and then only on terms which would fully indemnify the Company.

MANUFACTURING TOLERANCES

6.1 The Company shall use reasonable endeavours to deliver the correct quantity ordered, but all Orders are subject to a margin of 20% being allowed for overs or shortage, the same to be charged for or deducted.
6.2 Thickness of Goods shall be subject to a tolerance of plus or minus 10%. Size of Goods shall be subject to a tolerance of plus or minus 10%. For plastic carriers there will be a tolerance for printing registration on the images of +/-3mm.
7. The Company shall use reasonable endeavours to supply Goods in accordance with the quality of any sample submitted or quoted for, but this cannot be guaranteed and no condition or warranty to this effect shall be implied. Samples are provided for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

PRICES AND CURRENCY

8.1 The prices stated in the Company's quotation or overleaf are subject to change and the actual prices to be paid shall be those ruling at date of despatch.
8.2 If the exchange rate on the actual date of delivery differs by more than +/- 5% from the exchange rate which applied on the Order date, the Company may adjust the price accordingly.
9. All prices quoted or accepted are exclusive of Value Added Tax which the Buyer shall additionally be liable to pay to the Company at the prevailing rate.

TIMING

10. Any dates quoted or agreed for delivery are approximate only, and the time of delivery shall not be of the essence. The Company shall not be liable or responsible for any loss or damage whether direct, indirect or consequential arising from failure to deliver within the time stated on the part of the Company or the Buyer.
11. Any particulars or instructions to be supplied by the Buyer before the Company can proceed with or complete a Contract, must be furnished within a reasonable time to enable the Company to deliver the Goods within the time specified.
12. The Company is unable to control shipping customs clearance times and shall have no liability to the Buyer in respect of any delays that might be caused by them.

PRINTED GOODS

13. In the case of printed Goods:
13.1 The Company shall have no liability to the Buyer for any errors in proofs which have been approved by the Buyer. Any charges incurred by the Company in the preparation of all special tools, sketches, printing blocks, etc. shall be charged to the Buyer at 70% of the cost, and the release of any such items will incur a further charge carriage cost for the Buyer.
13.2 Buyer's property shall be accepted, used in processing or processed and stored entirely at the Buyer's risk, and the Company shall have no liability to the Buyer in respect of any loss or damage to such property however arising and whether direct, indirect or consequential.
13.3 Due to the limited shelf life of such special tools, sketches, printing blocks, etc., they shall from time to time need to be replaced and this will be done entirely at the Buyer's expense. Unless specifically agreed in writing by the Company, the Company shall only store such items for a period of no longer than six months.
13.4. The Company shall use reasonable endeavours to prevent ink transference, but the Company shall have no liability to the Buyer should it occur.

SUITABILITY

14. Where the Goods consist of containers, wrappers or other articles intended for use in connection with any food, drug or other substance, the Buyer shall satisfy itself that such item of food, drug or other substance is not or is not likely to be affected by any material used by the Company in the manufacture or printing of such containers, wrappers or other articles and the Company shall not be liable to the Buyer or any third party in respect of any claim alleging that such food, drug, or substance has been adversely affected.
15. The suitability of the Company's products for the packing of any particular commodity shall be at the Buyer's risk and, unless

specifically stated in writing by the Company, no warranty or condition is given or shall be implied that the Goods supplied are suitable in size, shape, capacity, quality or otherwise for the purpose for which the Goods are bought.

CONSEQUENTIAL LOSS

16. In no circumstances shall the Company be liable for any consequential loss however arising and whether direct or indirect.

TERMS OF PAYMENT

17.1 The Buyer shall pay each invoice submitted by the Company within 30 days of the date of the invoice.
17.2 If payment is not made in accordance with condition 17.1, then unless otherwise agreed in writing by the Company and without limiting the Company's remedies under condition 31 (Termination), the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition 17.2 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. Any recovery costs incurred by the Company will also be charged to, and be payable by, the Buyer.
17.3 Time for payment shall be of the essence of the Contract.
17.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

RISK AND PASSING OF TITLE

18. The risk in the Goods shall pass to the Buyer on completion of delivery. A clear receipt for the Goods shall be sufficient evidence that they have been delivered in good condition.
19.1 Title to the Goods shall remain with the Company and shall not pass to the Buyer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
19.2 Until title to the Goods has passed to the Buyer, the Buyer shall:
(a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;
(b) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
(c) notify the Company immediately if it becomes subject to any of the events listed in condition 31.1(c) to condition 31.1(e);
(d) give the Company such information as the Company may reasonably require from time to time relating to the Goods and the ongoing financial position of the Buyer.
19.3 At any time before title to the Goods passes to the Buyer, the Company may:
(a) by notice in writing, terminate the Buyer's right to resell the Goods or use the Goods in the ordinary course of its business; and
(b) require the Buyer to deliver up all Goods in its possession, and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any agent of the Buyer or any other third party where the Goods are stored in order to recover them.

CARRIAGE

20. Unless previously agreed otherwise in writing, the cost of carriage of Goods and any related items to any premises of, or designated by, the Buyer will be charged to the Buyer at cost to the Company.
21. All artwork/printing plates will remain the property of the Company until the Company receives payment in full (in cash or cleared funds) of all payments due by the Buyer to the Company under the Contract.

CLAIMS FOR DAMAGE AND FAULTY GOODS

22. Claims must be notified by the Buyer to the Company in writing within 14 days of the relevant invoice date. If the Buyer shall fail to give such notification, the Goods shall be deemed to have been accepted by the Buyer.
23. Where the Goods are at the Company's risk in transit, claims for damage to or loss of the Goods in transit must be notified by the Buyer to the Company in writing within such time as will enable the Company to comply with the carriers conditions of carriage relating to damage or loss in transit or, where delivery is made by the Company's own transport, within a reasonable time.
24. Complaints in respect of alleged faulty or damaged Goods shall not be a ground for withholding payment by the Buyer of any sum due and payable by it and shall not give any right of set off against payment due from the Buyer to the Company. In the event of a claim against the Company in respect of faulty Goods, the Company's liability shall in any event be limited to the total of the monies actually received by the Company from the Buyer for those Goods and shall be only in respect of any Goods actually defective.
25. The Company's decision on all matters relating to the settlement of claims shall be final and the Company may at its option either replace any Goods which it finds to be faulty or pay or allow to the Buyer a reasonable sum not exceeding in any event the invoice value of the faulty Goods.
26. Credit notes will only be issued for faulty Goods returned and accepted by the Company as faulty.

FORCE MAJEURE AND BUYER'S ACCEPTANCE

27.1 Provided it has complied with condition 27.2, if the Company is prevented, hindered or delayed in or from performing any of its obligations under the Contract by any circumstances not in its reasonable control (Force Majeure Event), the Company shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations and the Company shall at its discretion either cancel any relevant Orders, extend the time for performance or make other variations as the Company deems necessary as a result of the Force Majeure Event. Force Majeure Event includes, without limitation:
(a) acts of God, flood, drought, earthquake or other natural disaster;
(b) epidemic or pandemic;
(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
(d) nuclear, chemical or biological contamination, or sonic boom;
(e) any law law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
(f) collapse of buildings, fire, explosion or accident;
(g) any labour or trade dispute, strikes, industrial action or lockouts;
(h) non-performance by suppliers or subcontractors; and
(i) interruption or failure of utility service.
27.2 The Company shall as soon as reasonably practicable after the start of the Force Majeure Event notify the Buyer of the Force Majeure Event, its likely or potential duration and its effect on the Company's ability to perform any of its obligations under the Contract.

PERSONAL GUARANTEE

28. Signing the Order and accepting delivery of the Goods constitutes a personal guarantee from the Buyer as well as any limited entity.

DELIVERY

29. The Company may deliver the Goods by instalments. Each delivery:
(a) shall be deemed to arise from a separate Contract, and
(b) shall be invoiced separately and any invoices for a delivery shall be

payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any delay, defect or default in the delivery of any other instalment or of any other instalment under any Contract.

STOCK

30.1 The Company shall hold such level of stock not exceeding a maximum of three months' usage as expressly agreed with the Buyer and in accordance with the Buyer's initial instructions and forecasts.
30.2 The Company's prior express agreement in writing will be required for the holding of any stock levels in excess of three months' usage.
30.3 In the event that the Buyer has not used (or 'called off') the stock within the timescale agreed between the parties, the Company shall have the right to adjust the amounts and delivery times of further stocks in accordance with actual usage, and to invoice the Buyer for any and all stock held by the Company which is in excess of specifically agreed levels or in excess of three months' usage.
30.4 The Company shall have the right to deliver and invoice the Buyer for, first, all stock which has not been previously invoiced, before delivering any stock that had already been invoiced.
30.5 Unless previously agreed otherwise in writing by the Company:
(a) any stock held by the Company in store will incur storage charges (including all related costs and expenses including insurance) commencing from the first full working day of storage. Details of storage charges will be provided to the Buyer upon request; and
(b) the Company may invoice the Buyer for the Goods on or at any time after the completion of delivery.

TERMINATION

31.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer, or suspend provision of the Goods under the Contract or any other contract between the Buyer and the Company, if:
(a) the Buyer fails to pay any amount due under the Contract on the due date for payment;
(b) the Buyer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after being notified to do so;
(c) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
(d) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
(e) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
31.2 On termination of the Contract or suspension of provision of the Goods under the Contract by the Company under condition 31.1, the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods held in storage for which no invoice has been submitted, the Company shall submit an invoice which shall be payable by the Buyer immediately on receipt. In respect of any Goods held in storage the Company shall have the right to treat the warehouse, factory or other premises where the Goods are held as the delivery point for such Goods.

GENERAL

32.1 Assignment and other dealings.
(a) The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
(b) The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
32.2 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
32.3 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
32.4 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this condition 32.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
32.5 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
32.6 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

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PACKAGING

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