



Simply Cartons

Limited

The following Standard Conditions of Sale shall govern this transaction to the exclusion of any other express or implied terms and conditions, including any terms and conditions to which the order of the customer may purport to be subject, except as otherwise specifically agreed in writing by **Simply Cartons Limited** (hereinafter referred to as the seller) and the customer.

1. **QUOTATIONS:** Quotations are subject to confirmation on receipt of orders, all prices being exclusive of VAT.
2. **TERMS:**
 - a. Net 30 days following delivery unless an alternative period has been agreed in writing with the customer. Failure to pay within such time period will result in the seller charging interest on the overdue sum at the rate of 4% above the base lending rate of Natwest Bank plc from the time until payment.
 - b. In the case of contracts involving more than one delivery, if default is made in payment on the due date for any one delivery, the seller at its option shall be entitled to treat the entire contract as repudiated by the customer and claim damages accordingly.
 - c. Contracts once accepted cannot be cancelled except by mutual agreement and then only on terms which fully indemnify the seller against all costs incurred.
3. **PRELIMINARY WORK:** Work carried out, whether experimentally or otherwise, at the customer's request will be charged.
4. **DELIVERY:**
 - a. Where contracts provide for a single delivery without specifying a date, goods shall be delivered by the seller within 14 days of their being ready.
 - b. Where contracts provide for deferred deliveries without specifying all the delivery dates, all the deliveries shall be made within three months from the date of the order.
 - c. In the event of failure to accept any delivery, that delivery shall be immediately invoiced and storage costs charged to the customer's account, the goods being held at customer's risk.
 - d. Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not invalidate the contract as to the remaining deliveries.
 - e. The seller shall have the option of revising an agreed delivery date or dates prior to manufacture if circumstances beyond the seller's control prevent the seller keeping to the originally agreed date or dates. The liability of the seller for failure to comply with the agreed delivery dates, as varied where necessary in accordance with this clause and unless covered by clause 14, shall be limited to the reimbursement to the customer of the actual loss incurred, but in no case exceeding the value of the goods which are the subject of the contract and for the avoidance of doubt in no circumstances shall the seller be liable for indirect or consequential losses including loss of profit.
5. **QUANTITY VARIATIONS:** A shortage or surplus not exceeding 10 per cent will be considered due execution of any contract and may be charged pro rata except as otherwise specifically agreed in writing by the seller and the customer. Where an order provides for delivery by instalments then, for the purpose of this clause, these instalments will be aggregated.
6. **SKETCHES:** All sketches, origination and design work remain the property of the seller.
7. **CUSTOMERS REQUIREMENTS PRINTING AND CONSTRUCTION:**
 - a. Alteration from original copy on and after first proof, including alterations in style of construction, will be charged extra. Proofs of all work may be submitted for customer's approval and no responsibility will be accepted for any errors in proofs which are so submitted.
 - b. The seller shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
 - c. The seller shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material manufactured for the customer. The indemnity shall extend to any amounts paid on a lawyers advice in settlement of any claim.
8. **CLAIMS:** Complaints or claims will only be entertained if lodged by the customer within thirty days of receipt of goods by him, or if related to the transport of the goods within seven days of delivery to enable the seller to comply with the time limit and procedure of the carriers by whom the goods were transported. The return of goods will not be accepted unless the seller or its representative shall first have the opportunity of examining the same.
9. **DEFECTIVE WORK:** Where work is defective for any reason including negligence, the seller's liability (if any) shall be limited to rectifying such defect. In rectifying any defect, the seller may, at his option, either replace the defective goods, or remedy the defect, or reimburse the cost of the goods by making payment or issuing a credit note. For the avoidance of doubt, in no circumstances, shall the seller be liable for indirect or consequential losses including loss of profit.
10. **PRICE VARIATION:** At the sellers discretion, the price is subject to revision in the event of any increase or decrease in the cost incurred by the seller between the date of confirmation of the order and the date of delivery to the customer.
11. **CUSTOMER'S PROPERTY:** Customer's property when supplied will be held at customer's risk. Every care will be taken to secure the best results where materials are supplied by the customer, but responsibility will not be accepted for imperfect work, caused by defects in, or unsuitability of, materials so supplied.
12. **MATERIAL SUPPLIED BY THE CUSTOMER:**
 - a. The seller may reject any paper, plates or other materials supplied or specified by the customer which appear to the seller to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.
 - b. Where materials are so supplied or specified, responsibility for defective work will not be accepted by the seller unless this is due to its failure to use reasonable skill and care.
 - c. Quantities of materials supplied shall be adequate to cover normal spoilage.
13. **MATERIAL:** Whilst every endeavour will be made to supply material in accordance with the samples submitted or quoted for, the contract is not a contract of sale by sample.
14. **FORCE MAJEURE:** The performance of all contracts is subject to variation or cancellation by the seller owing to any Act of God, war, strikes, lock-outs, fire, flood, drought, tempest or any other cause beyond the control of the seller or owing to any inability by the seller to procure materials or articles required for the performance of the contract and the seller shall not be held responsible for any inability to deliver resulting from any such cause.
15. **OWNERSHIP OF GOODS**
 - a. Goods supplied hereunder shall remain the sole and absolute property of the seller as legal and equitable owner until such time as the customer shall have paid to the seller the agreed price for the goods together with the full price of any other goods the subject of any other contract between the customer and the seller.
 - b. Goods supplied by the seller shall be at the customer's risk immediately on delivery of the goods to the customer or into the custody of a person on the customer's behalf whichever is the sooner and the customer should thereafter be insured accordingly.
 - c. The customer's rights to the possession of the goods shall cease if he, not being a company, commits an act of bankruptcy or if it, being a company, does anything or fails to do anything which would entitle a receiver or an administrator to take possession of any assets or which would entitle any person to present a petition for winding up or passes a resolution for its winding up.
 - d. The customer agrees that the seller may for the purpose of recovery of its goods enter upon any premises where they are stored, or where they are reasonably thought to be stored, and may repossess the same.
16. **INSOLVENCY:** If the customer ceases to pay his debts in the ordinary course of business or cannot in the reasonable opinion of the seller pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or has a receiver appointed over all or any part of its assets or has an administrator appointed or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the seller without prejudice to other remedies shall:
 - a. have the right to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer. Such charge to be a debt immediately due to the seller, and
 - b. in respect of all unpaid debts due from the customer, have a general lien on all goods and property in its possession (whether worked on or not), including property provided by the customer for the performance of the contract, and shall be entitled on the expiration of 14 days prior written notice to dispose of such goods or property in such manner and at such a price as it thinks fit and apply the proceeds towards such debts.
17. **LAW:** These conditions and all other express terms of the contract shall be governed by and construed in accordance with the laws of England.