



PRESTON BOARD & PACKAGING LIMITED

TERMS OF SALE

The following standard terms and conditions apply to every agreement entered into by Us for the manufacture and sale of Products.

1 DEFINITIONS

In these Conditions:-

1.1 the following words and expressions have the following meanings:-

"Conditions"	the terms and conditions for the sale of Products as set out in this document, together with any special terms and conditions agreed in writing by You as set out in the Quotation or the Order Acknowledgement;
"Contract"	the contract for the sale of the Products entered into between You and Us as set out in the Quotation or the Order Acknowledgement, subject to the Conditions;
"Products"	the cardboard, packaging and other products specified in the Quotation or the Order Acknowledgement to be sold by Us to You (including any instalment of the Products or any part of them);
"Order"	the written or verbal order placed by You with Us for the supply of Products;
"Order Acknowledgement"	Our acknowledgement (by email or fax) of any Order placed with Us by You for the sale of Products, together with the Price for that Order, and any special terms relating to it;
"Person"	any individual, partnership, firm, body corporate, government department, local authority, unincorporated association or educational institution;
"Price"	the monies payable by You to Us in return for the provisions of Products pursuant to the Contract, as set out in the Quotation or the Order Acknowledgement;
"Quotation"	the quotation submitted by Us to You for the supply of the Products;
"Service Address"	the address to which the Products are to be delivered, as set out in the Quotation or the Order Acknowledgement;

“U”, “We”, “Our”

Preston Board & Packaging Limited;

“You”, “Your”

the Person who enters into the Contract with Us, and who accepts the supply of Products from Us, as specified in the Quotation or the Order Acknowledgement.

1.2 the singular includes the plural and vice versa, and words importing one gender include all genders.

1.3 headings are for ease of reference only.

2 GENERAL

2.1 All Quotations are made, and all Orders are accepted, subject to these Conditions.

2.2 Only these Conditions shall apply to the Contract, and shall override any other terms, conditions or warranties which You may seek to impose. Acceptance of the Products by You or on Your behalf shall be conclusive evidence that these Conditions are accepted by You and that they apply to the Contract. If You do not accept these Conditions (or any part of them), you must return the Products immediately following delivery. These Conditions supersede any previous terms and conditions which may have regulated dealings between Us and You.

2.3 Any variation to these Conditions shall not apply unless agreed in writing by one of Our authorised representatives. The names of those authorised representatives will be notified to You from time to time by Us.

3 BASIS OF SALE

3.1 You may give verbal Orders for the purchase of Products to Us, in which case Our Order Acknowledgement in respect of the Order placed and the Price quoted shall be deemed to be the correct specifications relating to the Contract. If You wish to place an Order in writing, then the details of the Order, and the Prices quoted, shall be deemed to be the ones governing that particular Contract once We have confirmed the same (either verbally or in writing).

3.2 No Contract shall have been formed until the Quotation has been signed by or on behalf of You, or We have accepted the Order (which can be confirmed orally).

3.3 The Quotation is available for acceptance for the period specified in it, and may be withdrawn by Us within such time at any time by oral or written notice.

3.4 Once a Quotation has been accepted by You, or an Order has been accepted by Us, it may not be cancelled by You except with the written agreement of Us and on terms that You shall indemnify Us in full against all loss including, but not limited to loss of profit, costs (including the cost of labour and materials used), damages or other expenses incurred by Us as a result of such cancellation.

3.5 Once rejected by You a Quotation will not be capable of being subsequently accepted by You unless agreed in writing with Us or unless reissued by it.

3.6 Any advice or recommendation given by Us or Our employees or agents to You or its employees or agents as to the Products which is not confirmed in writing by Us is followed or acted upon entirely at Your own risk, and accordingly We shall not be liable for any such advice or recommendation which is not so confirmed. You confirm to Us that You have not relied on, nor been induced to enter into the Contract by, any representation not recorded in the Conditions.

3.7 You shall be responsible for ensuring the accuracy of the terms of the Order, and shall give Us all information necessary to enable Us to proceed with the Contract. Any failure so to do will allow Us to charge You an additional price for any delay or additional work necessary, or to terminate the Contract immediately.

- 3.8 The quantity, quality and description of and any specifications for the Products shall be those set out in the Quotation (if accepted by You) or the Order (if accepted by Us).
- 3.9 We reserve the right to make any changes in the specification of the Products, which do not materially affect the quality or performance of the Products.
- 3.10 The Quotation is an estimate only, and all descriptive matters specifications, and particulars of weights, finishes, colours and other data submitted by Us (whether in the Quotation, or in any advertisements (on Our web page or elsewhere) are deemed to be approximately only (except where expressly stated in writing to be exact) and are intended merely to present a general idea of the goods available from Us.
- 3.11 If You require Us to manufacture any bespoke Products to Your specifications, then You acknowledge that You are entirely responsible for the accuracy of those specifications (including any required finishes, dimensions and suitability for packing goods). We will not be liable for any failure on Your part to submit accurate specifications of Your requirements.
- 3.12 You shall fully indemnify Us against all claims, damages, costs (including legal costs on a full indemnity basis) penalties and expenses incurred by Us or which We may suffer or for which We may become liable if any work done in accordance with Your specifications involves the infringement of any registered or unregistered design, trademark, formula, patent, copyright, or other intellectual property right of any third party.
- 3.13 Any plans, drawings, or other technical documents, models or prototypes prepared by Us in connection with the performance of Our obligations under the Contract remain Our property and if they have been delivered to You they must be returned to Us on demand. You shall not (without Our written consent) copy those drawings, plans, documents, prototypes or models, or allow others to copy them, nor shall You be entitled to exploit, or allow any third party to exploit, for commercial use any such plans, drawings, documents, models or phototypes unless We have received all monies due to Us under the Contract.

4 THE PRICE

- 4.1 We reserve the right, at Our option, to require payment of the Price in full or in part, prior to despatch of the Products, and reserve the right to withhold delivery of the Products or any part of them until such payment is received.
- 4.2 We reserve the right, by giving notice in writing to You at any time prior to completion of the Contract, to increase the Price to reflect any increase in the cost to Us in executing the Contract due to any factor beyond Our control (including, without limitation, any increase in the cost of labour, raw materials or overheads, currency fluctuations, any change in delivery dates, quantities or specifications for the Products arising as a result of any error or omission or changes deemed necessary by You, or any delay or interruption in the Contract not attributable to Us).
- 4.3 All Prices are exclusive of VAT and similar taxes, which You shall be additionally liable to pay to Us upon presentation of a suitable invoice from Us.
- 4.4 Unless otherwise agreed in writing the Price is inclusive of packing, carriage and insurance (to the point of delivery of the Products).

5 PAYMENT

- 5.1 Payment of the Price (and VAT) shall be due within 30 days of the commencement of the calendar month following the calendar month in which the Products have been delivered (notwithstanding that the title in the Products has not passed to You). Without prejudice to Condition 4.1 We shall be entitled to render an invoice upon delivery of the Products. The time of payment of the Price shall be of the essence of the Contract. Payment may be made in Sterling (unless specified otherwise in the Quotation or the Order).

- 5.2 Interest on overdue invoices shall accrue from the date when payment became due from day to day until the date of payment at a rate of 8% per annum and shall accrue at such a rate both before and after judgment. You agree to reimburse Us all costs and expenses (including legal costs on a full indemnity basis) incurred in the collection of any overdue account. If You fail to make any payment due to Us on the due date, then without prejudice to any other right or remedy available to Us, We shall be entitled to cancel the Contract so far as any Products remain to be delivered under it, or suspend any further delivery of Products.
- 5.3 No right of set off shall exist in respect of any claims by You against Us unless and until such claims are accepted in full by Us in writing and You shall not be entitled to withhold all or any part of any sum which has become due for payment under the Contract.
- 5.4 If the Products are to be delivered in instalments, then notwithstanding the provisions of Condition 5.1 We reserve the right to invoice You on the delivery of each instalment separately, and You shall pay such invoices in accordance with these Conditions. If You fail to pay any instalment of the Price when due, then (without prejudice to any other right or remedy to Us) the whole of the Price for each remaining instalment of Products shall become immediately due and payable (irrespective of the non-delivery).

6 DELIVERY

- 6.1 Delivery shall mean delivery of the Products to You at the Service Address.
- 6.2 Non-delivery of the Products must be notified to Us within three working days of the invoice date. Failure to do so shall preclude You from any rights or remedies against Us for such non-delivery. If We fail to deliver the Products for any reason other than any cause beyond Our reasonable control or Your fault, and We are accordingly liable to You, Our liability shall be limited to the excess (if any) of the cost to You (in the cheapest available market) of similar goods to replace those not delivered over the Price of the Products.
- 6.3 You (or the Person to whom the Products have been delivered by Us on Your behalf if applicable) are required to acknowledge receipt of all Products by signing the delivery note supplied by Us or Our agents, at the time of delivery. You (or Your agents) are responsible for checking that the Products actually delivered corresponds with the Products specified on the delivery note. Signature of the delivery note by You (or Your agents, or the Person to whom the Products have been delivered by Us on Your behalf) shall be deemed to be conclusive proof that the Products were delivered in accordance with the delivery note, and You shall be bound to pay the Price as if the Products had been delivered in accordance with the Contract.
- 6.4 If You fail to accept delivery of the Products as and when proffered by Us, then We shall be deemed to have tendered and You to have refused delivery at that date.
- 6.5 If You fail or refuse to take delivery of the Products on the due date or fail to give Us adequate instructions for delivery at the time stated, then You shall be liable to Us for any loss or costs arising from such failure or refusal and for a reasonable charge by Us for the care, custody, storage and insurance of the Products until actual delivery. We may also sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to You for the excess over the Price or charge You for any shortfall below the Price. This provision shall be in addition to and not in substitution of any other payment or damages for which You may become liable in respect of Your failure to take delivery at the appropriate time.
- 6.6 Whilst We use all reasonable endeavours to deliver the Products on the due date, those dates are approximate only and We shall not be liable for any delay in despatch or delivery, or any loss or damage thereby arising, unless You have stipulated in writing on the Order that the Products must be delivered by a certain date, and the reason for the deadline. Time of delivery shall not be the essence, and You shall not be able to cancel the Contract, refuse delivery of the Products or withhold payment on account of any delay howsoever caused.
- 6.7 You shall be responsible for the unloading of the Products from Our transport.

6.8 We reserve the right to deliver the Products in instalments and each such instalment shall constitute a separate Contract. Failure by Us to deliver any one or more of the instalments shall not entitle You to treat the Contract as a whole as repudiated.

7 RISK

7.1 The risk of damage to or loss of the Products shall pass to You at the time of delivery to the Service Address (or, if You wrongfully fail to take delivery of the Products, the time when We have tendered delivery of the Products).

7.2 Any claim by You which is based on failure of the Products to correspond with the Quotation or the Order shall (whether or not delivery is refused by You) be notified to Us within three days from the delivery date. Any claim by You that the incorrect quantity of Products was delivered is governed by Condition 6.3. If delivery is not refused, and We are not so notified within the time limit, You shall not be entitled to reject the Products and We have no liability for such defect or failure, and You shall be bound to pay the Price as if the Products had been delivered in accordance with the Contract.

7.3 Unless Condition 7.2 is strictly observed, We shall be under no liability whatsoever in respect of any loss or damage in transit (or non-delivery) of the whole or any part of the Products.

8 TITLE

8.1 Title in the Products or any part of them (whether delivered under this Contract or otherwise) shall not pass to You until You shall have paid in full all monies owing under this Contract or any other contract extant with Us. You shall keep all Products properly stored and protected and separate from the goods of third parties in such a way that the Products can clearly be recognised as Our property.

8.2 If You are or become insolvent, or make or propose to make any arrangement or composition with Your creditors, or have any receiver, administrative receiver or manager appointed in respect of any of Your assets, or if any other steps are taken for Your winding up, or if You shall be in breach of any of the terms of this Contract, then all monies owed by You to Us, whether under this Contract or otherwise, shall become immediately due and payable and You grant to Us, or Our agents, an irrevocable licence to enter upon Your premises without notice to recover and/or resell such Products as We may deem necessary to recover all sums owing to Us by You, together with Our reasonable costs so incurred. If the Products are not situated at the Your premises, but at the premises of a third party with whom You have contracted, then You shall procure that We (or Our agents) are granted rights of access to that third party's premises, and shall be permitted to remove the Products from those premises. To facilitate this right, Your (by entering into the Contract) irrevocably authorise Us (or Our agents) to act as Your attorney when dealing with any such third party. This right shall continue to subsist notwithstanding the termination of the Contract through the happening of any of the events specified in these Conditions or otherwise and without prejudice to any accrued rights of Ours under the Contract.

8.3 You shall keep the Products in good condition and shall maintain full insurance in respect thereof on Our behalf in an amount which is not less than the Price payable to Us for the Products, and all proceeds of such insurance shall be held on trust for Us.

8.4 If Condition 8.1 is held to be invalid to reserve Our title to Products delivered under this Contract by reason of the reservation of title until all Products delivered to You by Us have been paid for, then nevertheless ownership of the Products delivered under this Contract shall remain with Us until those Products themselves have been paid for.

8.5 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain Our property, but if You do so, all monies owing by You to Us shall (without prejudice to any other right or remedy) become immediately due and payable.

8.6 Until title to the Products has passed to You, You shall be entitled to sell or use the Products in the ordinary course of Your business, but shall account to Us for the proceeds of sale of the Products,

(including the insurance proceeds) and shall keep all such proceeds separate from any monies or property of Yours and third parties. Until such time as title to the Products passes to You, We may trace all proceeds of sale received by the You through any bank or other account maintained by You. You shall maintain records of the Persons to whom You sell or dispose of Products and of the payments made by such Persons, and will allow Us to inspect and copy such records on request.

8.7 Notwithstanding the provisions of Conditions 8.1 to 8.6. We may bring an action for the Price at any time after the Price has become payable under these Conditions.

9 WARRANTIES AND LIABILITY

9.1 If, You perceive that any of the Products are not of satisfactory quality, then You must notify Us in writing of the alleged defect as soon as the defect is discovered, but at the latest, in cases where the delivery clearly does not meet the specifications of the Products ordered in quality, or if the defect or irregularity can be revealed by a simple examination or elementary check, the claim must be made within 10 days of delivery of the Products. Where any defect or irregularity can only be revealed by a thorough examination, test or normal passage through machinery, the claim must be made within 3 months of delivery of the Products. In any event, You must notify Us immediately if You intend to reject quantities of Products larger than 10 tonnes from any delivery. The notification must specify in reasonable detail the alleged defect. We shall then be afforded all facilities to test the alleged defective Products, and shall (if it deems necessary) visit You, to verify if the alleged defect is genuine, in accordance with Our complaints procedures (as notified to You from time to time). If after such testing and further verification as We deem reasonably necessary, We agree that the Product is defective, We shall (at Our sole discretion) replace the defective Product at Our own expense within a reasonable time, or shall refund to You such element of the Price as related to the defective Product in question. If You do not accept Our judgment in respect of whether the Product is defective, the matter shall be referred to the President of the North and Western Lancashire Chamber of Commerce, who shall appoint a suitable expert to resolve the matter ("the Expert"). The Expert's (acting as expert and not arbitrator) decision (after taking such steps to investigate the alleged defect as he may deem necessary) as to the existence of any such alleged defect, shall be final and binding on all the parties.

9.2 Time of notification of any complaint pursuant to Condition 9.1 is of the essence.

9.3 We shall not be required to replace any defective Products pursuant to Condition 9.1 become effective until each of the following Conditions has been satisfied:

9.3.1 all monies due under the Contract to Us must have been paid in accordance with the terms of the Contract;

9.3.2 Your claim is not attributable to fair wear and tear, or any fault or damage arising from inappropriate use, treatment or storage of the Products;

9.3.3 the Product has been used, maintained and stored in accordance with any instructions relating thereto given by Us and also in a proper and prudent manner.

9.4 You agree with Us that if You shall suffer loss or damage as result of any breach of any of the terms of the Contract by Us, or as a result of Our negligence, then Our liability in respect of such loss or damage shall be limited to the smallest of the following:-

9.4.1 the actual amount of any loss or damage suffered by You;

9.4.2 a sum which is equal to the Price;

9.4.3 the sum of £2,000,000.

This limitation shall continue to subsist indefinitely.

9.5 The foregoing states Our entire liability, whether in contract or tort, for defects in the Products.

- 9.6 The express terms set out above are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law. Without prejudice to the generality of the foregoing, in no circumstances shall We be liable for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatsoever save as provided in Condition 9.4.
- 9.7 You agree and accept that with regard to the limitations of liability set out in Conditions 9.1 to 9.6 (inclusive) that such limitations are perfectly fair and reasonable having regard (amongst other things) to the following circumstances:
- 9.7.1 that the potential losses which could or might be caused as a result of the breach or negligence as referred to in Conditions 9.1 to 9.7 inclusive are greatly in excess and wholly disproportionate to the amount which is being charged by Us in respect of the Products;
- 9.7.2 that We have no information or knowledge as to the value of any contracts to be entered into by You which may involve the Products in any way;
- 9.7.3 that We are anxious to keep to as low a level as reasonably possible for Your benefit, and for the benefit of all our customers, Our charges in respect of the products provided by Us.
- 9.8 You confirm that You have read and fully understood the terms of Conditions 9.1 to 9.7 (inclusive), and accept the limitation of liability in this Condition 9.
- 9.9 The limitations of liability contained in Conditions 9.1 to 9.8 (inclusive) extend and apply not only to Us, but also to Our employees, agents and subcontractors.

10 LIABILITY FOR DEATH OR PERSONAL INJURY

We shall indemnify You against any injury or death of any Person or damage to property (as defined in the Consumer Protection Act 1987) caused by Us or Our employees or agents or by any defect in the Products.

11 TERMINATION

Without prejudice to any other provision of these Conditions, We shall be entitled to terminate the Contract for the sale of the Products and/or suspend all further deliveries of Products without liability on Our part if You:-

- 11.1 shall commit any material breach of the Contract;
- 11.2 fails to make payment for the Products on the due date for payment;
- 11.3 make any voluntary arrangement with creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation; or
- 11.4 permit an encumbrancer to take possession, or a receiver to be appointed over any of Your property.

12 ASSIGNMENT

You shall not assign the Contract or any part of it without Our prior written consent.

13 FORCE MAJEURE

We shall not be liable for any delay in performing or failure to perform Our obligations under the Contract if such delay or failure results from an act of God, war, strike, lock-out, industrial action, default of suppliers or sub-contractors, fire, flood, drought, tempest or other event beyond Our reasonable control. Such delay or failure shall not constitute a breach of the Contract and We shall be entitled to a reasonable extension of

time for performing Our obligations under the Contract in the event of an occurrence as referred to in this Condition.

14 NOTICES

- 14.1 Any notices required or permitted to be given by either party to the other shall be in writing addressed to that other party as its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice. In proving that a notice has been validly given, it shall be conclusive evidence to prove that delivery was made by hand, or that the envelope containing the notice was properly addressed and posted.
- 14.2 The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts in the interpretation of this Contract or the resolution of any dispute arising under its terms.

15 CORRESPONDENCE BY E-MAIL

Whilst We have taken all reasonable precautions in the scanning of e-mails and attachments prior to leaving Our network, We cannot accept liability for any direct, special, indirect or consequential loss (including loss of profit, loss of expected future business, damages or expenses payable to a third party) arising from the alteration of the contents of any e-mail or attachment, or as a result of any virus being passed on. It is Your responsibility to take all prudent safeguards in relation to the prevention of corruption of Your systems by viruses.

16 SEVERABILITY

These Conditions are separate and severable and enforceable accordingly, and considered reasonable by You, but in the event that any Condition shall be found or held to be void, or illegal, or unenforceable by the court of competent jurisdiction, then that Conditions shall be severed from the Contract, and the remainder of the Contract shall continue in full force and effect and shall not be prejudiced or affected by the unenforceability or illegality of the Condition in question.

Signature.....

Print Name.....

Title.....

Company.....

Date.....