

Bag Supplies (fIBC) Ltd
TERMS & CONDITIONS OF SALE

1) General:-

1. (a) In the case of inconsistency between the Seller's written confirmation and terms in any form of Contract sent by the Buyer to the Seller the terms and conditions of the Seller's written confirmation shall prevail.

(b) This confirmation contains the entire bargain between the Seller and the Buyer. The Buyer's conditions of Purchase (if any) or any other terms and conditions shall not be recognised or deemed to form part of this Contract unless expressly accepted in writing signed by a Director of the Seller. No variation of the terms of these Conditions of Sale shall be binding upon the Seller unless made in writing by a Director of the Seller.

2) Passing of Risk and Property

2. (a) The risk in the goods passes to the Buyer on delivery but the Seller reserves the title to the goods until all sums owing to the Seller have been paid.

(b) If such payment is overdue in whole or in part the Seller may (without prejudice to any of his other rights) recover or resell the goods or any of them and may enter upon the buyer's premises for that purpose. This also applies to Buyers in Liquidation or Receivership.

(c) The Buyer agrees to store all goods supplied by the Seller which have not been paid for in accordance with Condition 2 (a) in such a way they are readily identifiable as the property of the Seller.

(d) Notwithstanding the provision in sub-clause 2 (a) to 2 (c), the goods shall be at the risk of the Buyer from the time they cease to be in possession of the Seller. In particular when they are delivered into the possession or custody of a carrier, forwarding agent, warehouseman or other agent for the purpose of transmission whether such person is in contract with or instructed by Seller or Buyer.

3) Notification of Loss or Damage to Goods

3. Buyer must advise the carrier and Seller in writing (other than by qualified signature on the Carrier's delivery note) within the following,

(a) partial loss or damage of any separate part of consignment - within three days of delivery of the consignment or part consignment

(b) non-delivery of whole or part of consignment - within 21 days of date of despatch.

Seller will not entertain claims unless Buyer complies with the provisions of this condition.

4) Quality

4. The Buyer must satisfy himself regarding the quality and condition of the goods, before the goods are put into work. In case of any complaint or claim by the Buyer, this shall be made in writing with 21 days of the date on which the point of delivery is reached, and must be accompanied by all documentary evidence and details (number of packages, samples etc) in the Buyer's possession and no liability shall attach to the Seller unless this procedure is carried out. The liability of the Seller shall not exceed replacement of the goods shown to be defective or at Seller's option reimbursement of the price received by him for the goods, if returned. No complaint or claim whatsoever will be accepted in respect of goods delivered under these Conditions after such goods have been used or undergone any type of process or in respect any loss or damage to the goods caused by or attributable to any third party who may process or otherwise handle or deal with the goods or in connection with transit. All specifications are nominal and are subject to tolerance of plus or minus 10% unless otherwise agreed by Buyer and Seller. Printing is carried out in accordance with customers' written instruction and scaled to fit unless otherwise instructed in writing. The seller takes no responsibility whatsoever for any packaging regulations that may appertain to the buyers products.

5) Suspension or Cancellation of Deliveries

5. (a) If Buyer shall fail to pay Seller on the due date any sum payable or being an incorporated company shall have a receiver appointed or pass a resolution for winding up or a Court shall make an order to that effect, or not being an incorporated company having a Receiving Order made against him or enter into any composition or arrangement with his creditors or if Buyer shall commit a breach of any other obligation under these conditions, Seller may without prejudice to his other rights, either suspend further deliveries, require payment in advance for any further deliveries forthwith with written notice to the Buyer.

(b) The Buyer shall not be entitled to withhold payment of any amount payable to the Seller because of a disputed claim of any nature nor shall the Buyer be entitled to set off against any amount payable under these conditions.

(c) If the Seller is unable to obtain Export Credit Insurance for the goods to be delivered, the Seller shall be entitled to cancel and the Buyer shall have no claim against the Seller for damages or loss howsoever arising as a result of such cancellation.

6) Default in Payment

6. Time of payment shall be of the essence. If payment is not made on the due date interest will be charged at the minimum rate of 1.5% per month provided that at no time or indulgence allowed by the Seller shall prejudice any right or remedy which Seller may have hereunder. Where goods have to be delivered in instalments, payment for each instalment shall be a condition of delivery for subsequent instalments.

7) Force Majeure

7. Deliveries may be totally or partially suspended by Seller during any period in which he is prevented from or hindered or delayed in manufacturing, supplying or delivering by normal route or means of delivery the goods through any circumstances outside the control of the Seller including but not limited to strikes, lock-outs, accident, reductions in or unavailability of power at manufacturing plant, breakdowns of plant machinery or shortage or unavailability from normal sources of routes of supply of raw materials and where the goods are to be or are being supplied through Seller from any other manufacturer or supplier whether within or outside the UK in the event of a reduction or cessation in the availability of the goods or any materials or services involved in their manufacture supply or delivery for any reason whatsoever beyond the reasonable control of the manufacturer or supplier. Seller shall be under no liability to Buyer for failure to deliver by reason of force majeure circumstances. Where under terms of sale it falls to the buyer to arrange necessary insurance or insurances for the goods, the Sellers shall be under no obligation to give notice to the Buyer as provided by section 32(3) of the Sale of Goods Act 1979.

8) Delivery

8. (a) Delivery dates are stated as exactly as can be at present ascertained but are not guaranteed.

(b) All C and F and CIF contracts are based upon current rates of freight and insurance and are subject to increase in those rates. Such contracts are also subject to available shipping space.

(c) The Seller will use its best endeavours to deliver on the date or dates specified but the time for delivery shall no unless expressly agreed be of the essence of the conditions of sale.

(d) If the delivery date, terms of delivery, colour, design or any particulars necessary for the making of the goods are not specified in these conditions the Buyer shall give such particulars in reasonable time.

(e) Where no specific delivery dates are stated particulars must be furnished by the Buyer so as to enable completion within an agreed timescale. If the Buyer does not furnish the necessary particulars in accordance with this clause the Seller shall be entitled without written notice to the Buyer to treat the order as cancelled and claim damages from the Buyer. Alternatively the Seller reserves the right to a figure consider by the Seller to be appropriate.

(f) Each delivery shall constitute a separate agreement and failure of any delivery shall not vitiate the conditions as to other deliveries.

(g) Delivery shall be subject to due arrival of import vessels where appropriate.

9) Import Duty

9. Any import duty on the goods or on the materials from which they are made shall be for Buyer's account.

10) Proper Law and Jurisdiction

10. All disputes arising out of or in connection with these conditions shall be governed by Scots law and Buyer accepts the jurisdiction of such Courts whether in Scotland or elsewhere the Seller may nominate. The Seller reserves the right to refer disputes or claims to arbitration in Dundee or elsewhere at his option.

11) Assignability

11. These conditions are between the Seller and Buyer as principals and are not assignable by Buyer without consent of Seller.

12) War Risk

12. All war risks are for Buyers account.