

BagCo - Conditions Of Sale

All sales are subject to our Conditions of Sale which are detailed here and included on the reverse side of all Sales Invoices.

1. General

- i) All quotations and orders are accepted subject to the following conditions. All conditions of the Company or other conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the company.
- ii) Unless otherwise indicated quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such a period at any time by writing or oral notice.
- iii) These terms and conditions can only be altered or qualified by a document signed by a director of the Company setting out in full all the relevant alterations and qualifications.
- iv) If any statement or representation has been made to the Customer upon which the Customer relies other than in the documents enclosed with the Company's quotation and specifically referred to in such quotation the Customer must set out that statement or representation in a document to be attached to or endorsed on its order in which case the Company may clarify the point and submit a new quotation.

2. Delivery and Delay

Time for delivery is given as accurately as possible but is not guaranteed and the Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.

3. Risk and Tide

Risk shall pass to the Customer when the goods leave the premises of the Company for delivery to the Customer notwithstanding that the Company may arrange for delivery.

- i) Title to the goods will not pass to the Customer until the Customer has paid to the Company all sums due and payable from the Customer to the Company under this or any other contract between them.
- ii) The Company may recover goods in respect of which title has not passed to the Customer at any time and the Customer hereby licenses the Company its servants and agents to enter upon any premises of the Customer for the purposes of recovering any goods in respect of which property has not passed to the Customer.
- iii) If the goods are sold before property in them has passed to the Company the Customer shall be at liberty to pass on any good title to a sub-purchaser but the proceeds of sale shall belong to the Company.

4. Cancellation

Cancellation will only be agreed to by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage relating to the Company by reason of such cancellation will be reimbursed by the Customer to the Company forthwith.

5. Prices

- i) Notwithstanding Clause 1(ii) all prices are quoted net ex-works,
- ii) The cost of carriage and packaging if required by the Customer shall unless otherwise stated be charged extra.

6. Terms of Payment

- i) Unless otherwise agreed by the Company in writing payment without any cash discount or other deduction whatsoever shall be made within 30 days following that in which the goods are despatched or would have been despatched save for postponement otherwise than due to default on the part of the Company.
- ii) No disputes arising under the contract nor delays beyond the control of the Company shall interfere with the prompt payment by the Customer.
- iii) If the account is overdue the Company may suspend without notice performance of any of its obligations for in the event of default any payment by the Customer in accordance with the agreed terms the Company shall be entitled to charge interest on any amount outstanding at the rate of 2% per month above the base rate in force at the relevant time.

7. Shortages and Default

The Customer shall have no right or claim for shortages of defects apparent on inspection unless

- i) The Customer inspects the goods within three days of delivery and makes a written complaint within 7 days of receipt of the goods detailing the defects or shortages.
- ii) The Company shall at all times have the opportunity to inspect the goods which are the subject of a complaint by the Customer.

8. Liability

- i) Save where the Company is shown to have failed to exercise reasonable care in the manufacture and supply of goods the Company shall not be liable in any circumstances in respect of death and personal injury and under any circumstances whatsoever shall the Company be liable for consequential loss loss of profit or damage to property.
- ii) Other than claims for death and personal injury due to negligence on the part of the Company the Company's liability whether in respect of one claim or the aggregate of various claims shall not exceed the purchase price payable by the Customer under the contract.

9. Insolvency

If the Customer shall become bankrupt or insolvent or compound with creditors or proceedings are commenced for the liquidation of the Customer or if a Receiver or Manager is appointed of all or any part of its assets or undertaking the Company shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.

10. Force Majeure

Neither party shall be under liability for any delay loss or damage caused wholly or in part by an Act of God governmental restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its servants or not or by reason of any other act matter or thing beyond the reasonable control of the Company.

11. Legal

This contract shall be governed and interpreted exclusively according to the laws of England and both parties submit to the jurisdiction of the English courts.

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