DURASAK LIMITED - TERMS & CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these conditions:
"BUYER" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller
"GOODS" means the goods (including any instalment of goods or any parts for them) which the Seller is to supply in accordance with these conditions
"SELLER" means Durasak Limited (registered in England under number 3541427)
"CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context requires otherwise) includes any special terms and conditions agreed in writing Between the Buyer and Seller "CONTRACT" means the contract for the purchase and sale of the Goods.
1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to
that provision as amended, re-extend at the relevant time.
1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be
accepted, or any such order is made or purported to be made, by the Buyer.

3. ORDERS AND SPECIFICATION

3.1 Any verbal order place by the Buyer that is not confirmed in writing (within 3 days) will be supplied according to specification acknowledged by the Seller. It is the Buyer's responsibility to check the acknowledgement to ensure the order complies with his requirements. (If not the Seller must be notified within 48 hours of receipt of acknowledgement.)
3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order
(including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the
Contract in accordance with its terms.
3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
3.4 The Buyer accepts that the Seller will fulfil its obligation under the contract if:
3.4.1 The Goods as delivered are within +/- 10% tolerance of the original ordered requirement (as to their quantity or amount).
3.4.2 The Goods as delivered are subject to a tolerance of +/- 10% of the gauge required in the Buyer's order.
3.4.3 The Goods as delivered are within a +/- 3% tolerance of any other dimensions specified. If the Buyer requires any other tolerance, this must be expressly stipulated in writing prior to the acceptance by the Seller of the order, and shall be confirmed in writing.
3.4.4 The weight of rolls supplied subject to a +/- 2% tolerance
3.5 Printed bags to comply with tolerances as listed in PIFA standard 7/86.
3.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statute of EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
3.7 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the Seller's quoted or acknowledged price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier accepted by the Buyer, after which time the prices may be altered by the Seller without giving notice to the Buyer.
4.2 The Seller reserves the right, by giving notice to the Buyer at any time prior to delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of
manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure to give the Seller adequate information or instructions.
4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex-works basis, and where the Seller agrees to deliver the Goods otherwise than at one of the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packing and
insurance.
4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.
4.5 The costs of pallets and returnable containers may be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided the pallets or containers are returned undamaged to the Seller before the due payment date.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods immediately upon or at any time after delivery of the Goods. If the Goods are to be collected by the Buyer or the Buyer fails to take delivery of the Goods, the Seller shall be entitled to invoice the Buyer at any time after the Seller has notified the
Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
5.2 Initial order payment is made on 'pro-forma' basis unless otherwise agreed in writing. Subsequently we offer monthly standard trading terms – subject to status. Receipts for payment will be issued only upon request.
5.3 If the Buyer fails to make any payment on the due date, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above the base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that said Goods are ready for collection or, if some other location for delivery is agreed, by the Seller delivering the Goods to that location.
6.2 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (other than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
6.2.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage, or;
6.2.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for any shortfall below the price under the Contract.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
7.1.1 In the case of the Goods to be collected at the Seller's premises, at the time that the Seller notifies the Buyer that the Goods are available for collection, or;
7.1.2 In the case of the Goods to be delivered other than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time that the Seller has tendered delivery of the Goods.
7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the property of the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is at that time due.
7.3 Until such time as the property of the Goods passes to the Buyer and provided the Goods are still in existence and have not been resold, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyers fails to do so, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
7.4 The Buyer shall not be entitled to pledge or in any way charge way of any security for any indebtedness any of the Goods which remain the property of the Seller. If the Buyer does so, all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. WARRANTIES AND LIABILITY

8.1 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Act 1977), all warranties, Conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
8.2 Where the goods are sold under a consumer transaction (as defined by the Consumer transactions restrictions [restrictions on Statements] Order 1976), the statutory rights of the Buyer are not affected by these Conditions.
8.3 Any claim by the Buyer, which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification, must (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery. If delivery is accepted, and the Buyer does not notify the Seller
accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
8.4 Where any valid claim in respect of any of the Goods, which is based on any defect in the quality or condition of the Goods or their failure to meet specification, is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or approportionate part of the price), but the Seller shall have no further liability to the Buyer.
8.5 Except in the respect of death or personal injury caused by the Seller's
negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other item, or any duty of common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise). Costs,
expenses or other claims or compensation whatsoever (whether caused by the
negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the Contract, shall not exceed the price of the Goods, except as expressly provided in these Conditions.
8.6 The Seller shall not be liable to the Buyer or be deemed to be in breech of the Contract by reason of any delay in performing, or any failure to perform any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control, without prejudice to the generality of the foregoing. The following shall be regarded as causes beyond the Seller's
reasonable control:
8.7 Act of God, explosion, flood, tempest, fire or accident;
8.7.1 War or threat of war, sabotage, insurrection, terrorist act, civil disturbance or requisition;
8.7.2 Acts, restrictions, regulations, bye-laws, prohibition or measures of any kind on the part of any governmental, parliamentary or local authority;
8.7.3 Import or export regulations or embargoes;
8.7.4 Strikes, lock-outs or other industrial actions or trade disputes (whether
involving employees of the Seller or of a third party;
8.7.5 Difficulties obtaining raw materials, labour, fuel, parts or machinery;
8.7.6 Power failure or breakdown in machinery.

9. GENERAL

9.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
9.2 No waiver by the Seller of any breach of the Contract by the Seller shall be considered as a waiver of the same or any provision.
9.3 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part of the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
9.4 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

Amended 11/03/2024