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STANDARD CONDITIONS OF TRADE

Introduction:

The following conditions apply to the sale of materials or equipment, and to the hire, servicing or repair of goods supplied, repaired or serviced by FERN DALE SUPPLIES, hereinafter called 'the Company'. No alterations or additions to, nor exclusion of, any part of these conditions shall be valid in law unless specifically agreed in writing by a Partner of the Company. Nothing in the Buyer's Terms of Purchase shall override, cancel or modify any of the Company's Standard Conditions of Trade.

Meanings:

'Buyer' herein shall include buyer, hirer, lessee, owner or any other person who is in charge of goods supplied by the Company. 'Goods' shall include materials, equipment, spare parts and any other items supplied, serviced, repaired, loaned or hired by the Company.

Prices & Terms of Payment:

Charges for goods and services supplied by the Company shall be paid in full on or before delivery or completion, unless the Buyer has an account with the Company.

An application for the opening of a credit account with the Company shall include an undertaking by the applicant that he/she has read and agreed to the Company's Standard Conditions herein. Where the Buyer has an account, payment shall be made by the 20th of month following the date of invoice. If payment by the Buyer is delayed, the Buyer shall pay to the company interest on monies outstanding at the rate of 2½% per month or part month on the outstanding balance until payment. The Company may at its absolute discretion close the Buyer's account at any time and any balances due shall be paid immediately by the Buyer to the Company.

Legal Ownership:

The property in and title to goods supplied by the Company shall remain within the company until

- a) The Buyer shall have paid the price plus VAT in full and
- b) No other sums whatever shall be due from the Buyer to the Company.

In the event of non-payment of sums due to the Company from the Buyer, the Company shall be entitled to enter the Buyer's premises and to physically re-possess and remove there from goods supplied by the Company to the value for which payment has not been received. It will be assumed that where the Buyer purchases similar goods from the Company on a regular basis that a stock rotation system has operated and goods still held relate to invoices still outstanding for which full payment and VAT has not been made.

Bespoke Products:

Where the Company undertakes to supply the Buyer with goods manufactured to the Buyer's specific requirements the following is accepted by the Buyer:

- a) The Company reserves the right to decline to print or produce anything which is considered to be rude, offensive, or otherwise against the proprietor's moral conscience.
- b) Where goods are printed to the Buyer's specifications every effort is made to match ink colours or use requested Pantone references. However, the Company is not liable if the ink colour shade is affected by the material on to which it is applied.
- c) Once artworks are approved, product dimensions and order parameters confirmed they cannot be adjusted.
- d) Due to the manufacturing process of some commodities, the required quantity is subject to a tolerance factor of +/- 10%, and the Buyer accepts to pay for the excess at the quoted unit cost, or the shortfall as being 'Order Complete' whatever the case may be.
- e) All film products manufactured to specified thicknesses are subject to the industries recognized tolerance factor of +/- 10%.

Specification of Goods: Defects:

It is the responsibility of the Buyer to examine goods supplied by the Company and to identify defects in materials and/or workmanship which might cause damage or injury. Illustrations, descriptions, weights and measurements shall be taken by the Buyer as a guide only, and are not binding in detail. The Company reserves the right without notice and without affecting the validity of the contract to make such changes in materials, dimensions and design as are reasonable and desirable.

Installation:

Where assembly of goods supplied by the Company is not undertaken by the Company, the Buyer shall be responsible for assembly in accordance with the Company's instructions and shall ensure that such instructions have been obtained from the Company. Failure to assemble the goods in the manner prescribed in the instructions supplied with the goods will invalidate the Company's responsibility for damage caused to or by the goods.

Advice, Information & Opinion:

Advice, information and opinion given by any Partner, Employee or Agent of the Company is given without legal responsibility. Any recommendation or suggestion made by the Company relating to the use of goods, whether in technical literature or in response to specific enquiry, is made in good faith, but it is for the Buyer to satisfy himself of the suitability of the goods for his particular purpose, and he shall be deemed to have done so.



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Limit of Liability:

The Company shall not be liable for damage or injury caused by its goods or workmanship beyond replacement of the goods or work on verification of the Buyer's complaint. The Company shall not be liable for any consequential loss caused by its failure or delay in supplying, servicing or repairing goods, whether the loss arises from the actions or from the omissions of the Company, its Employees, Agents or Subcontractors.

Deliveries:

Any time named by the Company for the delivery of its goods is an estimate only, and while every effort will be made to deliver on time the Company will not be liable for any consequences of a delay in delivery. Claims by the Buyer for damage during transit, shortages or non-delivery must be made to the Company in writing within seven days of the date of delivery.

Guarantees:

Guarantees given shall not be applicable outside the United Kingdom unless expressly stated otherwise by the Company in writing. Any guarantee given will be invalidated if the goods supplied by the Company are subjected to misuse or accidental damage after the Buyer has taken delivery of them.

Law:

These conditions together with any consequent legal actions are subject to English Law.

innovative packaging solutions

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Tickhill Road
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Partners A.T & J.A Spencer



Certificate Number 13263
ISO 9001