

Conditions of Sale

ALL ORDERS PLACED WITH INTERPAK LTD ARE SUBJECT TO OUR TERMS AND CONDITIONS AS FOLLOWS

These are the trading terms and conditions of Interpak – which may be revised from time to time as required. A current copy of our Current Terms and Conditions will always be available to download as a PDF file from our Website . We reserve the right to amend our terms and conditions at any time .

<http://www.interpak.ltd.uk/conditionsofsale.asp>

Terms of Payment:

All invoices are due for payment on the 30th day of the month following the invoice date. Any invoice outstanding beyond this period will be referred to Daniels Silverman Ltd. and will be subject to a surcharge of 15% plus vat to cover the collection of costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable. "We require payment to terms. Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur a surcharge of 15% of the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue."

Carriage:

Carriage on all local deliveries is included in the price. Where extra carriage charges are required the customer will be advised prior to the despatch of the goods.

Delivery:

Lead times or delivery dates are quoted in good faith – based on current information offered by basic materials suppliers, toolmakers, workshop loadings, transport availability, press time etc. The company will take every care to make realistic promises and comply to the letter, but cannot accept responsibility for cost, damages or other liabilities where failure to meet delivery deadlines or dates is caused by late supply of bought in materials, tools, machine or transport breakdowns, faulty materials or other factors outside of this company's control.

Manufacturing tolerances

All supplies against customers orders for Corrugated Cartons, Corrugated boards, Foam Products – or polystyrene Hot Wire Cut products are subject to a standard industry tolerance of plus or minus 10% on quantity. Any deliveries made where the finished quantity falls within this tolerance will be considered good – and such goods must be paid for by the customer. Any customer placing an order for any of these products must accept the tolerances stated as a condition of ordering from our company. If the situation ever arises where " no oversupply "is required – then the customer must make Interpak aware of this prior to the placing of the order. Interpak will then allow for the exact quantity when pricing the job – to encompass the potential cost of an assumed oversupply of 10% of the order. All foam products are cut to a tolerance of +/- 10% on thickness due to the nature of the raw material. On plank foams such as Stratocell or PolyLAM the tolerance on thickness is subject to a tolerance of +/- 10% on thickness due to the way the foam settles once blown and laminated.

Foam Cutting Tolerances

All foams which we quote and which involves presswork will be based on the cut size prior to pressing. Due to the nature of Presswork some compression will inevitably occur. This means that the height of the foam could be affected after pressing by as much as 10% on the thickness. All pressed foam thicknesses cannot therefore be guaranteed .On all foam dimensions where the foam is sliced – the working tolerance on size will be + / - 10% due to friction caused by the blade running through the blocks

We always endeavour to get as close as is practically possible to your required foam sizes – but due to the flexible nature of the material – this cannot be guaranteed. All foam products are cut to a tolerance of +/- 10% on thickness due to the nature of the raw material. On plank foams such as Stratocell or PolyLAM the tolerance on thickness is subject to a tolerance of +/- 10% on thickness due to method of manufacture where the foam is blown and laminated.

Breakage's – shortage & Loss

Any claim for damage , shortage or loss against delivery of goods must be marked on the delivery note, notified verbally to the company within 24 hours – and confirmed in writing within 3 days. If we have delivered the wrong item - again this needs to be notified within 3 days so we can remedy the problem. Claims cannot be entertained where this procedure has not been followed.

Liability

Manufacturing tolerances All supplies against customers orders for Corrugated Cartons, Corrugated boards, Foam Products – or polystyrene Hot Wire Cut products are subject to a standard industry tolerance of plus or minus 10% on quantity. Any deliveries made where the finished quantity falls within this tolerance will be considered good – and such goods must be paid for by the customer. Any customer placing an order for any of these products must accept the tolerances stated as a condition of ordering from our company. If the situation ever arises where " no oversupply " is required – then the customer must make Interpak aware of



All corrugated products and foam products are subject to the industry standard tolerance of + / - 10% on Quantity. This is due to the nature of the machinery used to produce the finished products - which can damage some product during conversion. To try and achieve your desired quantity - we always order 10% over on raw materials assuming a 10% damage potential. Any goods supplied within the 10% tolerance specified will be deemed good and Invoiced accordingly.



Conditions of Sale

this prior to the placing of the order. Interpak will then allow for the exact quantity when pricing the job – to encompass the potential cost of an assumed oversupply of 10% of the order .

- continued -

Limitation of Liability

Consequential Loss

1.0 Every endeavour is made to supply goods of sound workmanship and materials – but no guarantee, warranty or condition, statutory or otherwise is given or implied as to the soundness, workmanship, efficiency, merchantable quality or fitness of the goods supplied for any particular purpose . Complaints or faulty materials will be investigated in conjunction with the Manufacturers concerned – and upon any examination should it be proved that the material has been damaged on site or has been exposed to adverse weather conditions – we cannot accept responsibility. We shall be under no liability whatsoever for the cost of removing such goods – and any other consequential loss or damage direct or indirect whatever the nature.

1.1 The Supplier's liability to the Customer whether arising under contract, tort (including negligence), statutory duty or otherwise for any loss or damage shall at the Supplier's option be limited to recovery of direct damages not exceeding the cost of repair or replacement or re-supply of the Products or equivalent products. The Supplier shall in no event be liable to the Customer for any indirect, economic, incidental, special or consequential loss including, without limitation, loss of profits or use or goodwill or anticipated savings or revenue or contracts, whether or not the Supplier has been advised of the possibility of such loss.

1.2 To the extent permitted by law, no warranties or conditions including implied or statutory warranties or conditions relating in any way to the Products (other than those expressly contained in this Agreement) shall apply.

Prices and Quotations

All prices quoted are quoted without engagement, notwithstanding any offer, tender, quotation or price list. Orders are only accepted subject to the condition that goods will be Invoiced at the prices ruling on the day of despatch. If the whole order as quoted is not placed with us, we reserve the right to revise our prices. Typing and clerical errors are subject to correction.

VAT

All prices quoted are exclusive of VAT which may be levied at the rate current at the time of delivery.

Return of Materials

The Company cannot accept the return of any specially produced or specially ordered goods. Stock Items may be returned if agreed by prior arrangement – and Interpak reserves the right to levy an appropriate handling or re-stocking charge to cover the relevant administration costs.

Restocking Fees

We reserve the right to charge a Restocking fee of 20% to cover administration and paperwork if goods are ordered and then cancelled. We often have to buy in raw materials / stock products to fulfil orders and this reserve the right to charge this fee if cancelled prior to delivery

Retention of Title

1. Risk shall pass to the buyer so that the buyer is responsible for all loss , damage or deterioration of the goods at the time of delivery.
2. The reservation of title contained in the following sub-paragraph of this paragraph shall not affect the buyers responsibility to effect such insurance cover as it may consider to be appropriate.
3. Title to the goods or any relevant part thereof shall only pass to the buyer upon the happening of any one of the following events:
 - (a) The Buyer has paid to the Seller all sums due and payable by it to the seller under this contract
 - (b) When the seller serves on the buyer notice in writing specifying that title in the goods or part thereof has passed
4. The seller may recover goods in respect of which title has not yet passed to the buyer at any time and the buyer hereby licences the seller (Interpak) its officers, employees and agents to enter upon the premises of the buyer and / or any other premises where the goods are stored – for the purpose of recovering any goods in respect of which title has not passed to the buyer – or satisfying itself that the buyers possession.



All corrugated products and foam products are subject to the industry standard tolerance of + / - 10% on Quantity. This is due to the nature of the machinery used to produce the finished products - which can damage some product during conversion. To try and achieve your desired quantity - we always order 10% over on raw materials assuming a 10% damage potential. Any goods supplied within the 10% tolerance specified will be deemed good and Invoiced accordingly.



Conditions of Sale

- continued -

Foam Die Formes Insurance

Foam Die Formes Insurance and Foam End Cap / Tray / Fitting Design

Die Formes (Also know as Foam Tools, Die-Formes, Press Tools, Tools) are purchased by Interpak for use on our press machinery to produce finished goods to our customers specifications – and are part sold on to the customer by Interpak when a new job is produced for the first time. We retain ownership of 50% of the of the tool – and we only pass on 50% of the charge for the tool on an initial invoice . This is done as a gesture of good faith in return for your business.

Interpak reserves the right to manufacture other units from the jointly owned tool as it sees fit should it find another outlet for the same End Caps / tray / fittings to save making duplicate tools. If the tooling is used to produce caps for another client at any stage – we will accept full responsibility for re- blading the tool should it ever become blunt. The initial tooling charge is a "one off " expense and for as long as we retain your business – we will keep the tool in good condition at all times. If you wish a tool to be exclusively used for your own product /s at any time – please advise us in writing and we will annotate the relevant Jobsheet so this is apparent whenever the Jobsheet is called up to produce the job. Without the specific request in writing not to allow the tool to be used for other products and other customers - we will retain the right to use the said tooling as and when required or as we see fit – as co- owner of the tool.

Upon payment of the Invoice for the Part Die Forme (s) charge the liability for ownership of the Die Forme (s) shall for the value of 50% pass to the Customer of Interpak Ltd for who the Die Forme was made .The tool will be stored at the premises of Interpak ready to run any further orders as required.

All design work on any tool carried out by Interpak shall remain our Intellectual property at all times.

Interpak accept no liability whatsoever for any Die Formes stored at our premises (with the exception of damage caused by an Employee of Interpak through negligent handling - in which case we would of course pay for a new tool to be produced) .

Interpak Ltd. do not accept any responsibility whatsoever for damage to any customers tools caused in the event of Flood or Fire or other act of God whilst stored in our premises.

As the part owner of the tool once purchased from us - please ensure that you remember to Insure the Die Formes on your own business Insurance to cover replacement in the unlikely event of damage in a Fire or Flood or other unforeseen event at the premises of Interpak Ltd.

Removal of Die Formes

Interpak reserve the right to charge an administration Fee of £30 per Die Forme in the event of the Customer requesting their Die Forme back . We also reserve the right on removal to charge the balance of the die forme from the original invoice. This admin fee is intended to cover our Staff time in firstly having to locate the tool - and secondly the time spent on preparing the Tool Removal paperwork ready for a signature on collection.

This charge is discretionary . It will normally only ever be made where a customer removes tools to place the business elsewhere with a competitor.

Where a job has not been made for a period of at least 2 years - we reserve the right to assume the the job is no longer required and to scrap the tool to enable us to maintain a stock of currently used live tools within our building.



All corrugated products and foam products are subject to the industry standard tolerance of + / - 10% on Quantity. This is due to the nature of the machinery used to produce the finished products - which can damage some product during conversion. To try and achieve your desired quantity - we always order 10% over on raw materials assuming a 10% damage potential. Any goods supplied within the 10% tolerance specified will be deemed good and Invoiced accordingly.





Unit 2 Desborough Ind Park
Desborough Park Road
High Wycombe
Bucks HP12 3BG
T: 0845 466 0666
F: 0845 466 0999
W: www.interpak.ltd.uk

Conditions of Sale

Copyright © Interpak February 2010 Terms and Conditions of Sale



All corrugated products and foam products are subject to the industry standard tolerance of + / - 10% on Quantity. This is due to the nature of the machinery used to produce the finished products - which can damage some product during conversion. To try and achieve your desired quantity - we always order 10% over on raw materials assuming a 10% damage potential. Any goods supplied within the 10% tolerance specified will be deemed good and Invoiced accordingly.

