

CONDITIONS OF SALE

1. These conditions of sale unless otherwise agreed in writing by the seller shall override any terms or conditions stipulated, incorporated, or referred to by the buyer in his order or negotiations.
2. Claim Limitation. Any claim by the buyer that the goods are not in accordance with the specification is limited to replacement by the sellers of the goods supplied.
3. Quantity or quality claims on goods despatched will not be entertained by the seller unless they are notified in writing within 7 days of the receipt by the customer and are afforded the opportunity of seeing the goods checked. No claim shall be entertained for goods, which have been cut, printed, or processed by the buyer, and in any event the claim will be limited to the value of the goods supplied.
4. Claims for damage or non-delivery of goods will not be entertained by the seller unless they are notified in writing within 7 days of the invoice date.
5. Failure to deliver within the time stated on the part of the sellers shall not entitle the buyers to any claim upon the sellers by reason of such failure. The sellers cannot accept cancellation if the goods are during manufacture or transit.
6. Suitability of goods for any specific purpose cannot be guaranteed by the sellers.
7. Cost variation. Quotations are based on the current cost of production and are subject to amendment by the seller on or at any time after acceptance to meet any rise or fall in such costs.
8. Value added tax. The seller shall be entitled to change the amount of Value Added Tax payable whether included in the quotation or invoice.
9. Plastic Packaging Tax will be added by the seller at the current rate of taxation at the time of manufacture of the goods, this will be shown clearly on the invoice. Any exemption should be discussed and agreed prior to the order and clearly marked in writing and on the purchase order.
10. Variation in quality and quantity. Every endeavour will be made to deliver the correct quantity ordered but quotations are conditional upon a margin of 10% being allowed for overs or shortages the same to be charged or deducted. Thickness given is calculated plus or minus 10% PIFA STANDARDS apply on jobs manufactured from virgin material only.
11. Variation in quality for non-virgin products. Any material containing recycled, post or pre consumer waste cannot be guaranteed in the same way as virgin product. Film characteristics such as slip, strength and other physical traits including clarity can be inconsistent and cannot be guaranteed. Clarity for natural, or "clear" products may have a bronzed or brown tint. There will be a minus 20% tolerance on thickness and an open plus tolerance as the granular texture and nature of the material means that it could be made substantially over-gauge. The seller will make every endeavour to maintain the physical sizes, but any deviation in any dimension cannot be guaranteed. Any critical tolerances must be notified to the seller in advance and be incorporated on the seller's specification sheet or they will not apply.
12. Customer's property and property supplied to the seller, by or on behalf of the customer will be held at the customers' risk. Where the customer supplies materials adequate quantities shall be supplied to cover spoilage.
13. Force majeure. Every effort will be made to carry out the contract but it's due performance is subject to cancellation by the seller to such variations as he may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other causes (whether of the foregoing class or not) beyond the sellers control.
14. Our terms are strictly nett 30 days from date of invoice unless otherwise agreed in writing.
15. Title of goods. The seller retains title goods delivered until payment in full is received from the buyer.
16. Settlement of claims. The seller's decision on all matters relating to the settlement of claims shall be final and the seller may at its option either replace any goods which he finds faulty or pay or allow to the buyer a reasonable sum not exceeding in any event the invoice of the faulty goods. Complaints in respect of alleged faulty goods shall not be a ground for withholding payment by the buyer of his accounts and shall not give any rights or set-off against payments due from the buyer to the seller. Any credits will only be issued for goods returned and not goods originally invoiced.