

## Terms & Conditions

All dealings including all quotations and any other order placed following such quotation are subject to the following conditions of sale.

### **1.0 Validity of Quote**

No order received from a customer by AM Packaging Ltd and no purported variation of these terms shall constitute a contract until accepted in writing AM Packaging Ltd. AM Packaging Ltd reserves the right to refuse any order.

### **2.0 Prices**

AM Packaging Ltd reserve the right to make adjustments if necessary due to currency fluctuations, raw material or factory increases. Unless otherwise stated, all prices are inclusive of value added tax at the current rate.

### **3.0 Payment**

Payment must be received for the whole of the price of the Goods ordered, and any applicable charges for carriage and insurance, before your order can be accepted. No payment shall be deemed to have been received, until the funds have cleared. Unless otherwise agreed payment is required prior to delivery of the goods.

### **4.0 Delivery**

Delivery periods and dates are given in good faith, but are not the subject of any warranty or condition, and time shall not be of the essence of the contract in these respects. No liability will attach to AM Packaging Ltd if delivery periods or dates are not met for any reason whatsoever. Please advise us of any non-delivery within 3 days and confirm in writing to enable us to claim under the carrier's terms. Any shortage or damage on delivery must be reported to us immediately and confirmed in writing within 3 days.

### **5.0 Warranty**

AM Packaging Ltd warrants that any electrical goods supplied will correspond to their specification and will be free from defects in materials or workmanship for a period of 12 months from the date of delivery. AM Packaging Ltd obligation in the event of a breach of this warranty is limited to the repair or replacement of any defective goods, which shall be returned to AM Packaging Ltd by the customer. This warranty is given in lieu of all other warranties or conditions expressed or implied (whether by statute or otherwise) and is subject to the following conditions:

**5.1** Claims must be notified in writing to AM Packaging Ltd within 3 days from the date of delivery.

**5.2** AM Packaging Ltd shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.

**5.3** AM Packaging Ltd shall be under no liability if the defect or failure, in the reasonable opinion AM Packaging Ltd, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow the Company's instructions, or alteration or repair of the goods without AM Packaging Ltd prior approval.

**5.4** AM Packaging Ltd shall be under no liability if the price for the goods has not been paid by the due date for payment.

**5.5** The above warranty does not extend to parts, materials or equipment not manufactured by the AM Packaging Ltd, in respect of which the customer shall be entitled only to benefit of any such warranty or guarantee as is given by the manufacturer to AM Packaging Ltd.

**5.6** Except in the case of death or personal injury caused by the Company's negligence, AM Packaging Ltd shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

**5.7** You can return goods (At your own cost, and goods must be complete in their original boxes) within the first month of order date. Any carriage costs incurred at time of original order will be deducted off the final refund value.

### **6.0 Carriage**

We will do our best to despatch all orders within 48hours of cleared funds. Carriage costs and option are shown on the item or at the checkout.

### **7.0 Risk**

The risk in the goods shall pass to the customer on delivery to the customer or (if earlier) when possession of the goods is taken by a carrier for delivery to the customer.

### **8.0 Force majeure**

AM Packaging Ltd shall not be liable to the customer, or deemed to be in breach of any contract with the customer, by reason of any delay in performing, or any failure to perform, any of AM Packaging

Ltd obligations in relation to the goods. If the delay or failure was due to force majeure or to any other cause beyond the Company's reasonable control.

#### **9.0 Reservation of title**

The goods sold under these Conditions shall remain the absolute property of AM Packaging Ltd and legal title in the goods shall remain vested in AM Packaging Ltd until payment in full of all amounts invoiced or due to AM Packaging Ltd in respect of the Goods, or until the goods are resold by the customer, whichever shall first occur. If the customer shall enter into liquidation, have a winding-up order made against it, or have a receiver, administrator or administrative receiver appointed over its assets, income or any part thereof before the property in the Goods has passed in accordance with this condition, AM Packaging Ltd shall be entitled, immediately after giving notice of its intention to repossess the goods, to enter upon the premises of the customer with such transport as may be necessary and to repossess any Goods to which it has title under this condition. No liquidator, receiver, administrator administrative receiver of the Customer shall have authority to sell goods to which AM Packaging Ltd has title without the prior written consent of the AM Packaging Ltd

**9.1** Until such time as the property in and legal title to the Goods passes to the Customer, the Customer shall hold the Goods as AM Packaging Ltd fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected, insured and identified as AM Packaging Ltd property. Until that time, the customer shall be entitled to resell or use the Goods in ordinary course of its business, but shall account to AM Packaging Ltd for the proceeds of sales of the Goods, including insurance proceeds, and shall keep all such proceeds separate from any moneys of the customer and of third parties.

**9.2** The Customer shall not be entitled to pledge or charge, by way of security for any indebtedness, any of the goods which remain the property of AM Packaging Ltd but, if the Customer does so, all moneys owing by the Customer to AM Packaging Ltd shall (without prejudice to any other right or remedy of the reseller) forthwith become due and payable.

**9.3** AM Packaging Ltd shall be entitled to maintain an action for the price of the goods notwithstanding that title in them has not passed to the customer.

#### **10.0 Insolvency of customer**

If the customer, being a body corporate, shall pass a resolution or suffer an order of the Court to be made for winding-up, or if a receiver, administrator or administrative receiver shall be appointed or, being an individual or partnership, shall suspend payment, propose or enter into any composition or arrangement with his or their creditors, or have a bankruptcy order made against him or them, then AM Packaging Ltd shall have the right, without prejudice to any other contract with the customer, not to proceed further with the contract, and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the customer, such charge to be an immediate debt due from the customer.

#### **11.0 Patent rights**

The acceptance of a quotation includes the recognition by the customer of the right of AM Packaging Ltd under any patent rights, trademarks, registered designs or other intellectual property rights relating to the goods, and the customer undertakes that patent numbers, trademarks or other trade markings on goods supplied shall not be obliterated, altered or defaced.

#### **12.0 Applicable Law**

These conditions shall be governed by and construed in accordance with English Law and the parties acknowledge the exclusive jurisdiction of the English Courts