

Terms and conditions – UK Bags Elite Limited

General

Unless expressly agreed in writing all goods are sold subject to the following terms and conditions to the exclusion of any terms and conditions of the buyer and no agent or representative of the Seller has any authority to vary or omit these terms and conditions or any of them. In these terms and conditions the expression the Seller means UK Bags Elite Limited.

1. preliminary work

Work produced, whether experimentally or otherwise, at the buyer's request, will be charged for. The Charge will be arrived at by incorporating

- (a) The actual product manufactured cost experimental/prototype
- (b) The Transit costs incurred from factory to final destination
- (d) Administration costs incurred for time taken to manage the preliminary work will be charged at a rate of £30 per hour. Proposals for the work will be based upon the information and materials provided by the buyer and no warranty or representation is given concerning suitability. The buyer will be responsible for final checking and approval of the Work.

2. cost variation

Estimates are based on the current cost of production (materials, working hours and wages), and are subject to amendment on or after acceptance to meet any recognised rise or fall in such costs. In particular where the seller has not had sight of the job before preparing the estimate the cost may vary accordingly.

3. artwork, designs and blocks

Artwork, designs and blocks supplied by the Seller, remain the Seller's property unless purchased by the buyer. In any event any intellectual property rights in such artwork, design, blocks, printing plates, any preliminary work or concepts asked for in advance of any orders remains the seller and cannot be used by other suppliers.

4. illegal matter

The Seller shall not be required to print any matter which in their opinion is of an illegal nature. The responsibility of producing work protected by copyright is the buyer's responsibility and the buyer shall hold the Seller harmless in respect thereof on a full indemnity basis.

5. materials

Whilst every effort will be made by the Seller to supply material in accordance with the quality submitted or estimated for, this cannot be guaranteed by the Seller and no condition or warranty to this effect shall be implied.

6. buyer's property and property supplied

The buyer's property and all property supplied to the Seller on behalf of the buyer will be held at the buyer's risk. Materials supplied must meet the specification required for the purpose supplied and be sufficient to incorporate wastage. No responsibility can be accepted by the Seller for imperfect work caused by defects in or unsuitability of materials so supplied. Transit insurance and insurance for buyer's property held by the Seller to be the buyer's responsibility.

7. manufacturing standards

All products are manufactured to tolerances as specified in the relevant PIFA Standards. Every endeavour will be made by the Seller to match colours but exact matching cannot be guaranteed. Material thickness given is calculated on a $\pm 10\%$ tolerance.

8. suitability of goods

Suitability of goods for every purpose cannot be guaranteed by the Seller.

9. packing standards

The Seller will strive to achieve the exact amount packed per carton in accordance with the buyer's specification, subject to a $\pm 10\%$ tolerance.

10. cancellation and amendments

In the absence of any agreement to the contrary between the Seller and the buyer, estimates are given on the condition that not less than three months notice is given to terminate or amend the contract to manufacture monthly productions and not less than one months notice in the case of weekly productions. The Seller cannot accept cancellation if the goods are in process of manufacture or in transit. The Seller is entitled to recover from the buyer any costs incurred for work done or materials purchased at the time of cancellation.

11. variations in quantity supplied

The Seller will endeavour to manufacture and deliver the correct quantity ordered by the buyer, but owing to the difficulties of producing exact quantities, estimates are conditional upon a margin of $\pm 10\%$ tolerance the differential to be charged for or deducted.

12. warranty

- (i) Save as expressly provided in these terms and conditions and in sub-clause (ii) (iii) and (iv) of this clause all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Seller shall not be liable for any damage, expense or injury of any kind whatsoever, consequently or otherwise, arising out of or due to or caused by any defect or deficiencies of any sort in the goods supplied by the Seller and whether such defects or deficiencies are caused by the negligence of the Seller or its servants or agents or otherwise.
- (ii) The Seller agrees to make good by replacement or to pay to or allow the buyer a reasonable sum not exceeding in any events the invoice value defects which arise solely from faulty materials or workmanship within a period of 12 months of delivery.
- (iii) The Seller does not exclude its liability for any breach on the part of the Seller of any undertaking as to title, quiet possession and freedom from encumbrance which may be implied by section 12 of the Sales of Goods Act 1979.
- (iv) This clause shall not deprive a buyer dealing as a consumer pursuant to section 12 of the Unfair Contract Terms Act 1977 of his statutory rights.
- (v) Without prejudice to sub-clause (iii) and (iv) of this clause any damages recoverable by the buyer from the Seller for breach of contract or negligence shall be limited to the invoice value of the goods.

13. claims for shortages and defective goods

- (i) No claims for shortages in delivery or in respect of defective goods shall be made unless the Seller is notified in writing within 14 days of the receipt thereof by the buyer or the buyer's customer where that is the initial delivery location and the Seller is afforded the opportunity of checking and viewing the goods under complaint. In any event no claim shall be entertained by the Seller for goods which have been cut, trimmed or processed by the buyer or the buyer's customer. In the absence of any such notification the buyer shall be deemed to have accepted the goods.
- (ii) Claims in respect of shortage or defective goods shall not constitute grounds for the withholding of payment by the buyer of his accounts and shall not give any right of set off against payments due from the buyer to the Seller.
- (iii) In respect of defected goods the seller must be given the opportunity to rectify or replace the defected goods on behalf of the buyer. This is not a fundamental breach of contract on part of the seller or buyer.
The method of disposal of any defective goods is entirely at the discretion of the Seller.
- (iv) Carriage charges credited for return of goods accepted by the Seller as defective will be calculated from the original point of delivery by the Seller.
- (v) The Seller's decision on all matters relating to settlement of claims shall be final.

14. delivery

Failure to deliver within the proposed time shall not entitle the buyer to any claim upon the Seller by reason of such failure and shall not be sufficient cause for cancellation by the buyer. Where delivery is made by instalments, delay in delivering one or more instalments shall not entitle the buyer to refuse to accept any remaining instalments. Delivery will normally be by the Seller's contractor and is allowed for in normal estimates. Should delivery of goods be required sooner than the originally proposed date requisite for its proper production, every effort will be made to ensure freedom from defects, but reasonable allowance must be made by the buyer under such circumstances. Should such delivery necessitate overtime, special transport arrangements or other costs additional to the estimate, a charge will be made to cover such increased costs.

15. consequential loss

Responsibility will not be accepted by the Seller for any losses, costs, damages or expenses, consequential or otherwise where direct or indirect suffered by the buyer and occasioned by errors, or by delay in delivery.

16. damage and loss in transit

Except where the buyer has given special instructions as to carriage or delivery and delivery has been made to the order of the buyer the opportunity of checking and viewing the goods will either replace free of charge goods damaged or lost in transit or allow credit therefore not exceeding the invoice value of the goods provided the buyer shall give the Seller notice in writing of the extent and nature of the damage or loss as the case may be:

(i) Where goods are delivered by the Seller within 14 days of the date on which the goods were delivered.

(ii) Where the goods are delivered by outside carriers within such time as will enable the Seller to comply with such carrier's conditions of carriage for the notification of such claims.

17. non-delivery

The Seller will either replace free of charge goods which have not been delivered or allow credit therefore not exceeding the invoice value of such goods provided that notice is given by the buyer to the Seller within 3 days or either the date for delivery mentioned in the invoice or the receipt of the invoice by the buyer whichever is the later.

18. force majeure

Every effort will be made to carry out any contract based on an estimate, but the due performance of it is subject to variation or cancellation owing to an Act of God, War, Strikes, Lock-outs, Fire, Flood, Drought, or any other cause beyond control, or owing to inability to procure materials or articles except at increased prices due to any of the foregoing causes.

19. retention of title and risk

(i) Goods shall remain the property of the Seller until payment has been received by the Seller for the goods and for all other goods which have been delivered by the Seller to the buyer at the time of full payment for such former goods.

(ii) Until such unconditional payment the buyer shall:

(a) Keep such goods in its capacity as bailee for the Seller, and

(b) Store the goods separately and clearly identify the goods so that they can be clearly recognised as the property of the Seller.

(iii) The buyer may dispose of the goods in respect of which property has not passed hereunder in the ordinary course of its business as principal but only at such time as the buyer has disposed of all goods of the same kind supplied by the Seller for which payment in full has already been made.

(iv) If the buyer incorporates the goods into other products before property passes (with the addition of its goods or those of others) or uses such goods as material for other products (with or without such additions) the property in those products including the final product is upon such incorporation or use and by that event transferred to the Seller and the buyer shall maintain records sufficient to enable the manufactured products and the goods incorporated therein to be identified, measured or otherwise quantified.

(v) If the goods or any part thereof whether or not incorporated into other products or used as material for other products are re-sold by the buyer before he has made unconditional payment to the Seller as aforesaid the buyer shall in its fiduciary capacity as agent for the Seller hold all proceeds of sale in respect thereof in trust for the Seller and in a separate account to be opened by the buyer for the purposes of receiving only the proceeds of such sales and be accountable to the Seller in respect thereof.

(vi) The buyer hereby assigns to the Seller all rights and claims which the buyer may have against its own customers arising from sales to its own customers referred to in sub-clause (v) above until unconditional payment has been made to the Seller in full as aforesaid.

(vii) If before property in goods has passed to the buyer the buyer is in breach of any payment obligation hereunder or enters into liquidation or suffers a receiver to be appointed the Seller may give notice to the buyer terminating the contract whereupon the buyer shall at his own expense re-deliver such goods to the Seller. In such cases the Seller may with or without previous notice take possession of and sell the goods and is in such circumstances irrevocably authorised to enter the premises on which the goods are situated and remove the same at the buyer's expense.

(viii) Notwithstanding the provision of this clause risk in all goods supplied shall pass to the buyer on delivery whereupon the buyer shall be liable for the insurance of such goods.

(ix) No defect or invalidity of any of the above sub-clauses (or any part thereof) shall effect the validity of any other sub-clause or any other part of such sub-clause.

20. lien

The Seller shall have a general lien on all property belonging to the buyer in the possession of the Seller in respect of all monies due to the Seller from the buyer.

22. insolvency

If the buyer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts suffers a receiver to be appointed or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a winding-up petition issued against him, the Seller without prejudice to other remedies shall have the right not to proceed further with the contract or any other work for the buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the buyer, such charge to be an immediate debt due to him.

23. time for payment

The buyers shall pay 50% deposit on order and invoice balance prior to dispatch of goods from our factory. If the buyer fails to pay the Seller on or before the date specified for payments all sums due to the Sellers specified in the Sellers invoice the Seller may:

(a) suspend delivery under all or any contracts with the buyers whilst the buyer remain in arrears with payment, and/or

(b) charge interest at the rate of 8% per annum above the Bank of England base rate in accordance with Late Payments of Commercial Debts Act.

(c) give notice in writing that if any such sums shall remain unpaid for 21 days after the date the same fell due

for payment all or any such contracts may be cancelled and if such sums are not paid within the said period

of 21 days the Sellers may by further notice forthwith determine all such contracts and claim damages for wrongful repudiation thereof by the buyers.

24. governing law

These terms and conditions and the contract between the parties shall be governed by and construed in accordance with English law and the parties hereto admit to the non-exclusive jurisdiction of the English Courts. IN ALL MATTERS OF DISPUTE THE LAW OF ENGLAND AND WALES WILL TAKE PRECEDENCE OVER ANY OTHER LAWS WORLDWIDE. **UK Bags Elite Ltd terms and conditions of sale.**

Please read these Terms & Conditions – it will be taken you are in agreement with the Terms & Conditions unless we hear back from you.