



CTP Wipac Limited

TERMS & CONDITIONS OF SALE

- 1. Definitions**
 - 1.1 "The Seller" means CTP Wipac Ltd or any subsidiary of CTP Wipac Ltd.
 - 1.2 "The Customer" means the person firm or company with whom the contract is made.
 - 1.3 "The Contract" means the Contract for the sale of goods and/or supply of services between the Seller and the Customer set out in the quotation (if any) and order acknowledgement (if any) and these terms and conditions.
 - 1.4 "The Products" means the Products or any part thereof agreed to be sold as described in the Contract and any replacements thereof or spare parts.
 - 2. Contract Terms, Quotations & Cancellation**
 - 2.1 All Contracts made by the seller or by its Agents are subject to these terms and conditions and any terms and conditions referred to by the Customer or contained in any order or acceptance or quotation confirmation or otherwise brought to the notice of the Seller are hereby excluded unless expressly agreed to in writing by the Seller.
 - 2.2 No person has any authority to make any representation or give any warranty relating to the Contract and/or the Products or to agree to any variation or addition to the Contract unless such representations warranty variation or addition are expressed in writing and signed on behalf of the Seller by a person duly authorised by the Seller.
 - 2.3 Any quotation issued by the Seller shall be capable of acceptance only within 28 days from the date thereof unless otherwise expressly stated and any quotation may be withdrawn at any time by the Seller.
 - 2.4 The Customer may not cancel the contract and if the Customer purports to do so the Customer shall indemnify the Seller against all costs, charges, expenses and other losses incurred.
 - 3. Price**
 - 3.1 All prices (unless stated otherwise) in the Contract are exclusive of value added tax, export duties, import duties, excise duties or any other duties payable in respect of the Products. Any such taxes, imports or duties shall be payable by the Customer in addition to the Purchase Price of the Products and any other sums due to the Seller from the Customer.
 - 3.2 Unless stated otherwise the price of the Products shall exclude costs of packaging, insurance and delivery unless specifically included and shall be in accordance with the Seller's terms of carriage in force from time to time.
 - 3.3 The Seller may vary the price expressed in the Contract to the extent that the cost to the Seller for producing, transporting or insuring the Products is increased (for whatever reason) between the date of the Contract and the date on which any consignment of the Products are delivered to the Customer.
 - 3.4 The Seller reserves the right to amend the prices of Products, as published by the Seller from time to time without prior notice.
 - 3.5 All preliminary work and variations carried out, whether for experiment or otherwise at the customer's request will be charged.
 - 3.6 If the Seller's delivery note states that the packaging is to be returned to the Seller then the Customer must within one month of the delivery of the Products return such packaging carriage paid and in good condition to the Seller. If the Customer fails to comply with this Clause such packaging shall be charged to the Customer at the full replacement cost.
 - 4. Payment**
 - 4.1 The Customer shall pay for the Products within 30 days of the invoice date in the currency, and manner specified in the Contract unless otherwise specified.
 - 4.2 In the case of sales for delivery of goods outside the United Kingdom payment shall be by way of irrevocable letter of credit unless otherwise agreed. Such letter of credit shall be opened when the order is placed and confirmed by a clearing bank in London providing for payment of the price against presentation of shipping documents. Such letter of credit shall be valid for three months after quoted delivery date, allow part shipment and transshipment, and allow the Seller choice of shipment, shipping agent and line. Payment shall be made to the Seller by telegraphic transfer by the confirming bank to the Seller's bank. All bank charges shall be paid by the Customer.
 - 4.3 If payment is not made upon the due date the Seller may at its absolute discretion without notice charge interest from the due date on a day to day basis at the rate of 2% per annum above Barclays Bank base lending rate as published from time to time.
 - 4.4 The time of payment shall be of the essence and failure to make any payment on the due date shall entitle the Seller at its option to treat the Contract as repudiated and act accordingly.
 - 4.5 The Seller may invoice part shipments separately.
 - 4.6 Payment shall be made whether or not the Customer has any complaint in respect of defective products.
 - 5. Receipt of Goods & Non Delivery**
 - 5.1 The Customer shall promptly accept the Products when they are delivered or tendered for delivery in accordance with the Contract. In the event of the Customer wrongly failing to so accept the Products the Customer shall (in addition to any other liabilities it may have to the Seller) be fully liable for costs, charges and expenses including but not limited to storage insurance and handling expenses incurred as a result directly or indirectly of it failing to accept the Products.
 - 5.2 Any claims by the Customer in relation to the Products damaged upon delivery, shortage or non-delivery, must be made in writing to the Seller and:
 - (i) In the case of Products being damaged upon delivery or upon there being any shortages in the consignment, the said claim must be made within three working days of the date the Products were delivered to the Customer and in any event the Customer must have inspected the Products on delivery in the presence of the Seller's delivery agent and any damage or defective Products or shortages must be endorsed on the delivery receipt accordingly.
 - (ii) In the case of non-delivery of a whole consignment the said claims must be made within seven days of the Customer receiving the advice note or upon receipt of the invoice whichever is the later, except in the case of export sales when claims must be made within seven days of the advised date of arrival.
 - 6. Carriage & Delivery**
 - 6.1 Any stated delivery date is given as a guide only and the Seller accepts no responsibility for loss or damage resulting from delay howsoever arising.
 - 6.2 At the delivery address the Customer must provide:
 - (i) Adequate access
 - (ii) Every facility to ensure that the goods are promptly off-loaded.
 - (iii) Supervision of and assistance in the off-loading operation in accordance with safe practice and statutory requirements.
 - 6.3 In the event that a delivery schedule has been agreed then such schedule shall also be as a guide only, but the Seller reserves the right to deliver and require payment for the Products in accordance with such schedule in the event that delay is requested by the Customer.
 - 6.4 Where the Customer requests postponement of delivery (and this is agreed by the Seller) the Seller may invoice the Customer on the date upon which delivery would otherwise have been made and the Seller shall have the right to charge for storage and insurance of the Products, notwithstanding that risk shall have passed to the Customer.
 - 7. Title & Risk**
 - 7.1 The risk in the Products shall pass to the Customer at the time the Products are appropriated to the Contract or despatched for delivery to the Customer whichever be the earlier.
 - 7.2 Where delivery is delayed pursuant to Clause 6.4 hereof, the Products shall be deemed to have been appropriated to the Contract and risk shall pass accordingly.
 - 7.3 Section 32(3) of the Sale of Goods Act 1979 shall not apply nor shall the Seller be obliged to give any notice of despatch or intended despatch.
 - 7.4
 - (i) Notwithstanding delivery to the Customer, legal and beneficial ownership in the Products shall remain with the Seller until all sums due to the supplier have been paid (whether or not due, invoiced, or ascertained at the date of delivery).
 - (ii) Notwithstanding sub-clause (i) hereof, the Company may sell the products to a third party in the ordinary course of the Customer's business but (1) only at such price as will be sufficient to ensure the Customer received the value from such sale and (2) the Customer shall in every such case make it a condition of such sale that the property in the Products shall not pass to the sub-purchaser until such sub-purchaser has paid the Customer a sum at least equal to the price as charged by the Customer. The Customer holds the products until payment to the Seller in a fiduciary capacity as bailee for the Seller and the relationship of bailor and bailee is created as between the Seller and the Customer.
 - (iii) On receipt of notice from the Seller or on the happening of any of the events set out below the Customer's authority to sell the Seller's Products in accordance with sub-paragraph (ii) above shall be withdrawn. The Seller shall be entitled to give such notice to the Customer at all times.
 - 8. Force Majeure**

The Seller shall not be liable for delay or failure in performing its obligations under the Contract to the extent that such failure or delay is caused or contributed to by an Act of God, war, civil commotion, riot, strike, lock-out, trade dispute, breakdown, accident or any other happening or event whatsoever (whether or not of a kind similar to those beforehand) beyond the reasonable control of the Seller. Should any such event occur, the Seller may at its own option suspend and or cancel the Contract without incurring any liability whatsoever for any loss or damage thereby occasioned. The Seller shall be reimbursed by the Customer all costs and expenses incurred in respect of the contract prior to the operation of this clause.
 - 9. Improvements, Alterations & Cross Reference**
 - 9.1 The Seller has a policy of continuous improvement to its Products and in pursuance of that policy reserves to itself the right to make without notice any changes in material, dimensions or design of goods which having regard to all the circumstances it believes to be reasonable or desirable and such changes shall not affect the validity of the contract.
 - 9.2 All Seller's literature containing product illustrations and dimensions and any other information relating to the Seller's Products are used for reference purposes only and are not guaranteed to be exact. The Seller accepts no legal liability for errors or omissions to this information.
 - 9.3 Other manufacturers product part numbers are used for reference purposes only and are not guaranteed to be exact. The Seller accepts no legal liability for errors or omissions to this information.
 - 10. Assignment & Delegation**
 - 10.1 The Contract is personal to the Customer who may not assign it without the Seller's written consent.
 - 10.2 The Seller may delegate its performance of the Contract and assign its rights hereunder.
 - 11. Default**

The Seller reserves the right (without prejudice to its other rights and remedies) either to terminate the Contract between the parties or to suspend further deliveries under it or require payment in advance in the event that the Customer fails to pay for any one delivery when the same becomes unsatisfactory to the Seller or if a Customer, being a Company, goes into liquidation or has a receiver appointed or not being a Company and who has a receiving order made against him or enters into any arrangement or composition with creditors.
 - 12. Warranty & Limitation of Liability**
 - 12.1 a) The Seller warrants that products will be free from any defect in material or workmanship for a period of one year after the date of delivery to the customer ("the warranty period")
 - b) The Seller's liability for breach of warranty shall be limited solely to replacing or repairing, without charge, the defective Products or part thereof, or at the Seller's option refunding the price of the Products provided that all of the following conditions have been met.
 - (i) the Customer shall have notified the Seller of the defect(s) in writing within the warrant period
 - (ii) if requested by the Seller, the Customer shall have returned such defective goods or part thereof
 - (iii) such defect shall have been proved by the Customer to be attributable to the Seller
 - c) The warranty hereby given shall not extend to Products
 - (i) which become defective resulting from the damage in the course of transportation or by handling, storage, operation use or maintenance the manner or environment not conforming to the instructions or specifications of the Seller which have been manufactured to and conform to the buyer's specification
 - (ii) which have been manufactured to and conform to the buyer's specification
 - d) The warranty hereby given may not be assigned by the Customer.
 - 12.2 Save as aforesaid all other conditions, guarantees, or warranties whether express or implied by statute, common law or otherwise including (but without prejudice to the generality of the foregoing) conditions, guarantees or warranties as to quality, fitness for purpose or description of the Products are hereby excluded. The Seller's liability for any and all direct loss or damage resulting to the Customer from defects in the Products or any other cause shall be limited to the purchase price of the Products in respect of or in relation to which such loss or damage is claimed. Subject as aforesaid the Company shall be under no liability in contract or in tort for any loss or damage or personal injury arising directly or indirectly out of the supply or use of the Products or containers other than death or personal injury resulting from the negligence of the Seller.
 - 12.3 Without prejudice to the preceding provisions of this clause, the Customer hereby agrees to indemnify the Seller against any liability which the Seller may incur (whether such liability arises by way of judgement or bona fide settlement of any claim) under Parts 1 and 11 of the Consumer Protection Act 1987 whether by way of civil or criminal proceedings in respect of the contract.
 - 12.4 Where the Products are manufactured to the design or specifications of the Customer, the Customer warrants that he has full rights to such design or specification and will hold the Seller indemnified in respect of any claim made against the Seller by a third party in respect of confidentiality, infringement of registered design or patents rights, copyright, passing off, defamation or otherwise.
- 13. Jurisdiction**

This Contract shall be construed and governed in all aspects in accordance with English Law and the Customer submits to the jurisdiction of the English Courts.
- 14. Confidentiality**

The Customer shall at all times keep confidential any information concerning the business of the Seller or the Products (including all technical designs and specifications and details thereof) and shall on demand return any papers relating to the same to the Seller.
- 15. Intellectual Property Rights**

In the event that the Seller at the request of the Customer designs or adapts the Products to the requirements of the Customer all rights to such design whether by way of copyright, industrial design, patent or otherwise shall be the Seller's.
- 16. Customer's Property & Lien**
 - 16.1 Subject to S.2 of the Unfair Contract Terms Act 1977, where the Seller is in possession of any property belonging to the Customer (whether as Consignee or otherwise) the Seller shall not be liable in respect of any damage thereto howsoever caused or in respect of any injury to any person or damage to any property caused by the Customer's property and it shall be the Customer's responsibility to insure accordingly.
 - 16.2 The Seller shall have a general lien over the Customer's property in its possession in respect of all monies owing to the Seller (and shall be deemed to be owing whether or not due, invoiced or ascertained) at the date of exercise as such lien. The Seller shall be entitled on giving 14 days notice to the Customer to sell the Customer's property and to apply the proceeds of sale thereof to the satisfaction of monies owing or deemed to be owing. The Seller shall account for any balance to the Customer but shall otherwise be discharged from any liability whatsoever in respect of the Customer's property.