



Barlodge Limited, registered in England, company no.1256614

Registered office: Unit 7 Upper Crossgate Road, Park Farm North,  
Redditch, Worcestershire, B98 7SR

## **Conditions of sale**

- 1) **Conditions applicable**- Unless otherwise agreed in writing by the seller these conditions of sale prevail over any terms or conditions stipulated, incorporated or referred by the buyer in their order or negotiations (whether written or oral).
- 2) **Delivery date**- Notwithstanding any specific date mentioned for delivery of the goods, time shall not be deemed to be of essence of the contract in relation thereto.
- 3) **Price**- All prices included in quotations are calculated having regard to the price of raw materials, labour and all other overheads and expenses of the seller's business applicable at the date of such quotation. In the event of any increases in such costs between the date of quotation and the date of despatch, the seller shall be entitled to increase the quoted price to take into account such increase.
- 4) **Risk**- All goods are at the purchaser's risk from the time of delivery to the purchaser or his agent or the place stipulated in the contract as the place for delivery (as may be the case).
- 5) **Delivery by instalments**- Where the contract provides for the delivery of the goods by instalments each instalment shall be deemed to be the subject of separate contract and non-delivery or delay in the delivery of any one or more instalments shall not affect the balance of the contract or entitle the buyers to cancel the same.
- 6) **Non-delivery**- In the event of non-delivery of goods the supplier must be notified thereof within seven days of receipt of notification of despatch.
- 7) **Time for payment**- The buyer shall pay all sums of money due to the seller 30 days from the month end of the invoice date. If the buyer fails to pay the seller on or before the date specified for payment all sums due to the seller specified in the seller's invoice the seller may:
  - a) suspend delivery under all or any contracts with the buyer whilst the buyer remains in arrears with payment and/or
  - b) charge interest at the rate of 5% per annum above the bank of England minimum lending rate on the outstanding indebtedness from the date the invoice fell due for payment with interest accruing on a daily basis.
  - 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 same period of 21 days the seller may until further notice forthwith determine all such contracts and claim damages for wrongful repudiation thereof by the buyers.
- 8) **Property in the goods**- The goods shall remain the seller's property until the seller has received payment in full thereof and the buyer shall until such payment has been made in full if the seller so requires keep the goods marked and/or separately stored so as to be clearly identifiable as the seller's property. If the goods are mixed with or incorporated or processed by the buyer into other articles. Such articles from the time they come into being become the seller's property until such payment has been made and shall if the seller so requires be marked/or stored by the buyers as

aforesaid provided always that the time risk of loss or damage to the goods shall pass to the buyers in accordance with condition 4. If the buyers sell the goods prior to payment to the seller being made the buyers shall indemnify the seller against any claims by the third parties and shall hold the proceeds of sale upon trust for the seller until the seller has been paid in full and the buyers shall whenever so required by the seller assign to the seller all their rights against third parties in connection with goods or articles incorporated or made from the same.

- 9) Extension of contract period- in the event of a strike or lockout or other industrial dispute fire flood storm tempest act of god stoppage or substantial interference with transport or substantial interference with supply of gas water or electricity prohibition of export or import government decree or requirement whether local or national riots war or any other contingency of any kind whatsoever beyond the control of the seller causing a shortage of supply of labour fuel or raw materials or any other things necessarily impeding or interfering with the manufacture use of delivery or carriage of the goods such extension of time for performance of the contract shall be allowed the seller by the buyer as shall be reasonable.
- 10) Defects-
  - a) In the absence of notification to the supplier in writing of any defect in the goods supplied within 28 days of delivery the buyer shall be deemed to have examined the goods and accepted the same in good condition and free from any defects (except latent defects).
  - b) Where the buyers have bought the goods for further manufacture or processing or sale the suppliers (except in the case of latent defect) will not be liable for loss or damage (other than in respect of death or personal injury resulting from negligence) suffered had the goods been examined by the buyers prior to manufacture or processing or sale by them (as the case may be).
- 11) Refusal of delivery-If the buyer refuses to accept delivery of the goods or any part thereof the return carriage and/or storage of the goods at the seller's premises or elsewhere will be at the expense of the buyer's risk and the seller shall be entitled to charge and the buyer shall pay the reasonable sum in respect thereof without prejudice to any other rights of the seller under these conditions or otherwise.
- 12) Contact with delicate substances- Where the goods supplied consist of containers wrappers or other articles intended for use in connection with any food drug or substance of a volatile or delicate nature the buyer shall satisfy themselves that such a food drug or other substance is not nor likely to be affected by any material used by the seller in the manufacture of or printing of such container wrappers or other articles. The seller shall not be liable to the buyer in respect of any claim alleging that such food drug or substances has been adversely affected and the buyers shall indemnify and keep indemnified the seller from and against all liability by third parties in respect of any claim that any such food drug or substance has been adversely affected and caused the third party loss and damage or expense provided always that it shall be in condition precedent to the operation of this clause that the goods shall have been properly manufactured in all respects by the seller.
- 13) Fitness for purpose- Where the goods are required by the purchase for a purpose other than the normal use or usual purpose for which goods are commonly supplied then no condition or warranty of fitness for the purpose of the purpose of the goods shall be implied in the contract unless the purchaser shall have made known to the supplier in writing the exact purpose for which the goods were intended to be used on or before the making of the contract.
- 14) Property rights etc.- The buyer shall indemnify the seller against all claims for infringement or alleged infringement of third party patent or other industrial property rights and all costs and expenses incurred in connection therewith arising from execution of the buyers design plans or specifications.
- 15) Advertisements- The buyer shall not use any order of the seller's name for advertisement or publicity purposes without the seller's prior written consent. The goods may not be advertised or exhibited without the buyers consent except on the buyer's premises.
- 16) Place of delivery- Where the place stipulated for delivery is not contiguous to a good hard road the suppliers reserve the right to deliver the goods at a point on a good hard road nearest thereto.

- 17) **Unloading**- It is the purchaser's responsibility to unload if the sellers require the lorry or other vehicle delivering the goods. If the supplier's driver is obliged to unload the goods without assistance the suppliers reserve the right to charge a reasonable sum for such a service.
- 18) **Size of materials**- Unless specifically warranted as accurate in writing all sizes referred to on price lists estimates and brochures are approximate only.
- 19) **Availability of goods**- Any quotation given by the supplier shall not constitute an offer for sale or a representation that the goods the subject of the quotation are available for use.
- 20) **Subcontracting**- The seller may assign the contract or any part of it to any person, firm, company or organisation.
- 21) **Insolvency**- If distress or execution is levied upon the buyers their property or assets or if the buyers make or offer to make any arrangements of composition with their creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against them or if the buyers being a limited company a resolution or petition of reconstruction or amalgamation or if a receiver of the company's undertaking property assets or any part thereof is appointed the seller (without prejudice to any claim or right the seller might otherwise have made or exercise) have the right forthwith to determine this contract by summary notice.
- 22) **Quantity or gauge**- The suppliers cannot guarantee exact quantities or gauge in respect of any goods supplied and shall be deemed to have fulfilled their obligations under the contract by delivery or manufacture of quantity plus or minus 10% of the quantity and gauge specified in the contract and the buyer shall pay at the contract rate for the actual quantity delivered.
- 23) **Copyright**- All blocks sketches and organisational work remain the property of the supplier until paid for by the buyers. All blocks sketches and organisational work submitted in connection with the supplier's quotation are and remain the seller's copyright.
- 24) **Proof reading**- No responsibility shall be accepted for any errors in proof which have been submitted and approved by the buyers.
- 25) **Alterations**- Where the goods consist of printed bags or reels alterations from the original copy on or after the first proof including alterations in style will be charged as extra.
- 26) **Pallets**- Where palletised deliveries are requested or deemed necessary pallets will be charged extra. Pallets subsequently returned will be credited to the buyer at the price originally charged.
- 27) **Dimensions**- The supplier shall be deemed to have fulfilled their obligations under the contract by delivery or manufacture of the goods having dimensions within 2.5% of the dimensions specified.