

Terms & Conditions

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STANDARD CONDITIONS OF SALE – CARLTON PACKAGING LLP

The Buyer's attention is in particular drawn to the provisions of condition 10.4. Directors of any Buyer which is a limited company and members of any Buyer which is a limited liability partnership should note the provisions of condition 17.

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these conditions.
Buyer: the person, firm or company who purchases the Goods from Carlton.
Carlton: Carlton Packaging LLP, Company Reg. No. OC380622, registered address 1 Michigan Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8HQ
Conditions: the terms and conditions set out in this document;

Contract: any contract between Carlton and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

Delivery Point: the place where delivery of the Goods is to take place as specified in the Order or as mutually agreed between the parties in writing.

Goods: the goods as specified in the Order to be supplied to the Buyer by Carlton (including any part of parts of them).

Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order form or the Buyers written acceptance of Carlton's quotation.

Specification: any specification for the Goods, including any related plans and drawings that is agreed in writing by the Buyer and Carlton.

A reference to a particular law or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.2 Words in the singular include the plural and in the plural include the singular.
 1.3 A reference to one gender includes a reference to the other gender.
 1.4 Condition headings do not affect the interpretation of these conditions.
 1.5 A reference to writing or written includes emails and facsimile.

2. APPLICATION OF TERMS

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
 2.2 These Conditions apply to all Carlton's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a partner for and on behalf of Carlton. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Carlton which is not set out in the Contract. Nothing in this condition shall exclude or limit Carlton's liability for fraudulent misrepresentation.
 2.3 Each Order or acceptance of Carlton's quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to buy Goods in accordance with these conditions.
 2.4 No Order placed by the Buyer shall be deemed to be accepted by Carlton until it is accepted by Carlton in writing at which point the Contract shall come into existence.
 2.5 The Buyer shall ensure that the terms of its Order and any applicable Specification are complete and accurate.

3. DESCRIPTION

- 3.1 The Goods are described in the Order as modified by any mutually agreed Specification.
 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Carlton and any descriptions or illustrations contained in Carlton's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.
 3.3 Whilst Carlton will take all reasonable steps to try to match film colours, clarity, haze and slip specifications, this cannot be guaranteed and the Contract shall be deemed to have been performed by delivery of goods of the general shade and density of colour and the general clarity, haze and slip stipulated in the proof.
 3.4 Carlton shall not be liable for errors in proof which have been submitted to and approved by the Buyer.
 3.5 The Buyer shall indemnify Carlton against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Carlton in connection with any claim made against Carlton for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Carlton's use of a Specification. This Clause 3.5 shall survive termination of the Contract.

4. DELIVERY

- 4.1 Unless otherwise agreed in writing by Carlton, delivery of the Goods shall take place at Carlton's place of business being 1 Michigan Drive, Tongwell, Milton Keynes MK15 8HQ (Delivery Location).
 4.2 The Buyer shall take delivery of the Goods within 7 days of Carlton giving it notice that the Goods are ready for delivery.
 4.3 Delivery is completed on the completion of the Buyer loading the Goods at the Delivery Location.
 4.4 Any dates specified by Carlton for delivery of the Goods are intended to be an estimate and time for delivery is not of the essence and shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
 4.5 Subject to the other provisions of the Conditions, Carlton shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Carlton's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days.
 4.6 If for any reason the Buyer fails to take or accept (whichever is applicable) delivery of any of the Goods when they are ready for delivery or, if Carlton is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
 (a) Risk in the Goods shall pass to the Buyer (including for loss or damage caused by Carlton's negligence);
 (b) The Goods shall be deemed to have been delivered at [9.00 am] on the [eighth] Business Day after the day on which Carlton notified the Buyer that the Goods were ready; and
 (c) Carlton may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

If Carlton agrees to deliver the Goods to the Buyer in accordance with clause 4.1, the Buyer shall provide at its expense any adequate and appropriate equipment and manual labour which in Carlton's opinion is reasonably required for unloading the Goods at the Delivery Point.

- 4.7 If Carlton delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity specified in the Contract Order or Specification (whichever is applicable), the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and on receipt of notice from the Buyer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.
 4.8 Carlton cannot guarantee that the dimensions of the Goods will be precisely as specified in the Contract, Order or Specification (whichever is applicable) and the Buyer shall accept the Goods provided:
 (a) In the case of film gauge, the thickness is within plus or minus 10% of that specified
 (b) In all other cases, the dimensions are within plus or minus 5% of that specified.
 4.9 Carlton may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with provisions of the Contract, Order or Specification whichever is applicable.
 4.10 Each instalment shall be deemed a separate contract and no cancellation or termination of any one Contract relating to any instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

15. GENERAL

- 15.1 Each right or rer Carlton whether
 15.2 If any provision is to be wholly or p such illegality, in deemed severat continue in full fr
 15.3 Failure or delay construed as a v
 15.4 Any waiver by C be deemed a wa Contract.
 15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
 15.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties subject to the exclusive jurisdiction of the English courts.
 15.7 Please note that all of our calls are recorded for training and monitoring. Carlton can only use the data for the explicit purpose for which it was gathered, data cannot be released to third parties and the customer has legal right to access any data held about them. Carlton will keep recordings for 3 months.

16. COMMUNICATIONS

- 16.1 All communications between the parties about the Contract shall be in writing and delivered either by hand, email or sent by pre-paid first class post:
 (a) (in case of communications to Carlton) to Carlton Packaging LLP at Bridge House, Ward Road, Blechley, Milton Keynes, Buckinghamshire, MK1 1JA, or such changed address as shall be notified to the Buyer by Carlton; or
 (b) (in the case of communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the contract or such other address as shall be notified to Carlton by the Buyer.
 16.2 Communications shall be deemed to have been received:
 (a) If sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 (b) If delivered by hand, on the day of delivery; or
 (c) If sent via email the date and time the email was received
 16.3 Communications addressed to Carlton shall be marked for the attention of the Partners.

17. PERSONAL LIABILITY OF DIRECTORS/MEMBERS OF BUYER

- 17.1 Carlton only enters into contract with limited companies or limited liability partnerships (LLPs) on the understanding that the directors of the limited companies or members of the LLPs will personally guarantee payment by the company or (as the case may be) the LLP of Carlton's invoices for the Goods.
 17.2 By allowing the Buyer to enter into the Contract, all directors of any Buyer which is a limited company or (as the case may be) all members of any buyer which is a LLP jointly and severally personally guarantee payment to Carlton of all sums due to Carlton under the terms of the Contract.
 17.3 The personal guarantees provided for in condition 17.2 will be enforceable against the directors or (as the case may be) members of the buyer notwithstanding any delay in collection or additional time or indulgence which Carlton may give the Buyer in relation to payment.

18. BESPOKE PRODUCTS AND CALL OFF ORDERS

- 18.1 In the event of products produced to the Buyer's specification such as, but not restricted to, printed or non-stock size merchandise and in the event of standard merchandise ordered by the Buyer for stocking at Carlton where this stock is to be called off for delivery as required by the Buyer:
 a) Cancellation of all or part of the order may be subject to a charge up to 100% of the order value;
 b) Carlton reserves the right to deliver and invoice the balance of a call off order at any time and may do so if the order is outstanding for more than 6 months.

Declaration by Applicant:

To be signed by DIRECTOR, COMPANY SECRETARY, PROPRIETOR, or PARTNER.

I, being an authorised officer of this Company, hereby apply for a credit account with CARLTON PACKAGING LLP. I agree that payment of all sums due to CARLTON PACKAGING LLP will be made within your stated credit terms, and that title of goods supplied to the Company CARLTON PACKAGING LLP shall remain with CARLTON PACKAGING LLP until payment by this Company of the total purchase price and of all other sums due to CARLTON PACKAGING LLP from this Company. I have read and agreed to the Standard Conditions of Trade laid down by CARLTON PACKAGING LLP

SIGNED: _____

PRINT NAME: _____

POSITION: _____

DATE: _____

By signing here you are agreeing to both T&C pages:

Section 1 to Section 18.