

COREX UK

TERMS AND CONDITIONS

**PLEASE ENSURE PAGES 1-3 ARE COMPLETED
AND RETURNED TO US AS SOON AS POSSIBLE**

Rigid Containers Limited T/A Corex UK
Unit 7 & 8 Link South
Ellis Ashton Street
Huyton Business Park,
Knowsley, Liverpool, L36 6BP
Tel: 0151 489 4513
Fax: 0151 489 4510

CUSTOMER NAME	_____
ADDRESS	_____ _____
	_____ POST CODE _____
TELEPHONE NO	_____ FAX NO _____
I HAVE READ AND AGREED TO THE TERMS AND CONDITIONS OF WHICH I HAVE RECEIVED A COPY, FOR AND ON BEHALF OF	
YOUR COMPANY NAME	_____
DATE	_____
SIGNED	_____ AUTHORIZED SIGNATORY
PRINT NAME	_____

The customer accepts that Rigid Containers Limited T/A Corex UK terms and conditions are amended from time to time and apply to all contracts between each party.

1. DEFINITIONS

In these conditions the Customer shall mean the company, firm or person buying or offering to buy Goods from the Company and/or the Customer named on the attached Credit Application Form.

2. APPLICATIONS AND CONDITIONS

All goods supplied by the Company are supplied on the following terms and conditions and no variations of these terms and conditions shall be binding unless agreed between a director of the Company and the Customer in writing. The Company's conditions exclude any other terms and conditions which the Customer may seek to impose whether or not the Customer's conditions are contained in any offer, acceptance or counter offer made by the Customer.

3. QUOTATIONS

All quotations given by the Company are subject to written acceptance by the Company on receipt of the Customer's order and a contract will only be formed when the Company has accepted the Customer's order. A quotation does not constitute an offer and the Company reserves the right to withdraw or revise a quotation at any time.

4. ACCURACY OF DESCRIPTION OF GOODS

All descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's published matter are approximate only and none of these shall form part of any contract or give rise to any independent or collateral liability upon the Company being intended merely to present a general idea of the Goods as described therein.

5. PRICE

5.1 Prices quoted are exclusive of Value Added Tax. The Customer is responsible for furnishing supporting documentation where goods are to be 'zero rated' for tax purposes under current legislation. Otherwise Value Added Tax will be charged at the appropriate ruling rate.
5.2 All prices quoted are the Company's current nett prices per 1000 units at the time of quotation unless otherwise stated. The price payable for the Goods shall be the price ruling at the time of acceptance by the Company of the order by the Customer and the Company shall be entitled to adjust the price of the Goods at any time between the date of confirmation of order, and the date of delivery of the Goods, to take account of any increase in costs incurred by the Company. The Company may also adjust the price if the quantity ordered by the Customer is less than the quantity specified in the Company's quotation.

6. DELIVERY

6.1 Delivery shall be deemed to be effected when the Customer signs for acceptance of the Goods.
6.2 Time for delivery is not of the essence and dates given by the Company are advisory only. The Company shall not be liable for any loss or damage caused by late delivery or by non-delivery unless the Customer has advised the Company in writing that time is to be of the essence and the Company has in writing accepted such stipulation.
6.3 The Company shall be entitled to make delivery by instalments and to invoice separately for each instalment. Where delivery is made by instalments each instalment shall be construed as the subject of a separate agreement to which all the provisions of these conditions shall (with any necessary alterations) apply.
6.4 Where the Company has agreed to deferred deliveries, the Customer shall accept such deliveries within one month from date of order unless otherwise agreed in writing. If the customer fails to take delivery within such period, the risk shall pass to the Customer and the balance remaining undelivered together with storage costs shall be invoiced to the Customer and payment shall become immediately due.
6.5 Goods which the Customer agrees to collect ex works, must be collected within seven working days of the Company notifying the Customer that the Goods are ready. If the Goods are not collected within this period the Company shall be entitled to invoice the Customer for the Goods and either to deliver or store the goods and to charge for delivery and/or storage of the Goods, the Goods being held at the Customer's risk.
6.6 Deviation in quantity of the Goods delivered from those stated in the contract shall not give the Customer the right to repudiate the Contract nor to reject the Goods (save insofar as the quantity varies by more than 10% from the amount ordered and such variation is notified in writing to the Company within seven working days from the date of delivery and in any event before the Goods have been used by the Customer) or to claim damages for breach of contract and the Customer shall be obliged to accept and pay at the contract rate for the quantity delivered (except insofar as the Customer has the right to reject any Goods under this condition).

7. PAYMENT

7.1 **The invoice value of the Goods will be due and payable on or before 'The final day of the month following the month in which delivery takes place' (ie.30 days nett)**
7.2 **Time for payment shall be of the essence and the Company shall be entitled to charge interest on all overdue accounts at 6% above the minimum lending rate of Barclays Bank plc pro-rata daily from the date of invoice until actual payment.**
7.3 The Company reserves the right on acceptance of an order or any time thereafter to demand security for payment whether or not any part of the order has been delivered. The form of security is to be at the discretion of the Company. The Company shall be entitled to treat the contract as repudiated if the Customer makes any default in payment or being a Company is wound up or has a receiver appointed or being an individual becomes bankrupt or insolvent or enters into any arrangement, with his creditors.

8. RISK AND PROPERTY

8.1 Risk in the Goods shall be passed to the Customer when the Goods are delivered or collected by the Customer or its agents.
8.2 Notwithstanding that risk in the Goods shall have passed to the Customer title in the Goods shall not pass to the Customer until the Customer has paid the Company for the Goods.
8.3 Until title to the Goods passes to the Customer the Customer shall keep the Goods in good and substantial condition and the Goods shall be sorted in such a way as to be clearly identifiable as belonging to the Company.
8.4 The Company shall at any time be entitled to appropriate any payment made by the Customer in respect of any goods in settlement of such invoices as the Company shall in its absolute discretion think fit notwithstanding any purported appropriation by the Customer.

9. INSPECTION/SHORTAGES

9.1 The Customer shall inspect the Goods on delivery or on collection as the case may be and shall be deemed to have done so in a manner to be expected of a reasonably skilled and experienced customer regardless of whether or not the Customer did actually inspect the Goods.
9.2 In all cases where the Customer complains of defects or shortages, the Company shall without prejudice to the question of liability be under no liability in any event if it has not been given an opportunity to inspect the Goods before they have been used by the Customer.

10. MANUFACTURE

- 10.1 The goods ordered will be manufactured to the agreed specification and subject to tolerances considered acceptable in the experience of the Company. The Company may substitute alternative equivalent or higher strength materials at its absolute discretion.
- 10.2 Specified weights may not equate to actual weights and the Company reserves the right to supply materials and/or Goods of a different weight (whether lighter or heavier) so long as the performance of the materials and/or Goods shall not be materially reduced.
- 10.3 Die cutting formes or other tooling costs specifically required to complete the Customers order will be charged to the Customer.

11. ART WORK AND PRINTING

- 11.1 When art work origination printing stereotypes and press formes are supplied by the Company a contribution to be absolutely determined by the Company towards the initial origination costs will be charged to the Customer.
- 11.2 Copyright and all other proprietary interest whatsoever in or over all sketches and origination work shall remain the Company's property unless otherwise agreed in writing.
- 11.3 No responsibility will be accepted by the Company for any errors in proofs or printing details, which have been accepted or deemed to have been accepted by the Customer.
- 11.4 All items owned by the Customer and left at the Company's premises or handed to an employee of the Company will be held at the Customers risk and should be insured and a receipt for such items should be obtained from the employee to whom the items are handed.
- 11.5 Every care will be taken to secure the best results where materials are supplied by the Customer but responsibility will not be accepted for imperfect work caused by defects or unsuitability of materials so supplied.
- 11.6 Pallets remain the Company's property and are returnable within one month from date of actual delivery. The Company reserves the right to charge at market price for any pallets not returned within the stated period.

12. WARRANTY

No representation or warranty is given to the Customer as to the suitability or fitness of the Goods for any purpose or any particular purpose and the Customer shall satisfy himself in this respect and shall be totally responsible therefore.

13. LIABILITY/EXCLUSIONS

- 13.1 Introduction
- a) Each of the sub-clauses in Clause 13 is to be treated as separate and independent.
- b) The Company is willing to undertake liability additional to that provided for by this Clause in exchange for a higher price.
- 13.2 Defects
- a) Subject to Clause 9.2 the Company will either make good the Goods at its own expense or, at its option, replace the Goods if any defects which the Company is reasonably satisfied by faulty design, manufacture, materials or workmanship are discovered within seven days from the date of despatch. The Company shall not be liable for defects caused by abnormal use, mis-use or neglect.
- b) The Customer may only claim the benefit of this Clause if he informs the Company of the relevant defect in writing within five working days and unless otherwise agreed by the Company he returns the Goods to the Company at his own expense.
- 13.3 Exclusion of Consequential Loss
- a) The Company shall not be liable for any consequential or indirect loss or damage suffered by the Customer howsoever arising whether or not caused by the Company's negligence.
- b) Without prejudice to the generality of the foregoing, the Company shall not be liable for loss of profits, loss of contracts, and damage to property of the Customer or anyone else whatsoever, however arising and whether or not caused by the Company's negligence.
- 13.4 Limitation
- Without prejudice to the remainder of Clause 13 of these conditions or to the Company's other rights hereunder, the Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not in any event exceed the contract price for the Goods. However, the Company cannot exclude liability for death or personal injury caused as a result of the Company's own negligence.

14. BAR CODES

- 14.1 Where the Company is requested to supply Goods with a machine readable symbol printed thereon in accordance with the Operating Manual for article numbering approved for the time being by the ArticleNumbering Association (UK) Ltd, ("ANA"), the Company's obligation is to print the agreed symbol according to the procedures set out in the ANA Operating Manual.
- 14.2 Provided ANA procedures are strictly complied with the Company shall have no liability for loss consequent therefrom, to the Customer or to any third party if the symbol proves not to be machine readable.

15. INDEMNITY

The Customer shall keep the Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties caused in whole or in part of arising out of any act or omission of the Customer in connection with the use of storage or sale of the Goods. The Customer is also to indemnify the Company against loss or costs where there is an infringement of rights of any third party where the Goods are manufactured in accordance with the requirements of the Customer.

16. ASSIGNMENT

The Customer shall not assign or neither transfer nor purport to assign or transfer any contract to which these conditions apply or the benefit therefore to any other person whatsoever.

17. FORCE MAJEURE

The Company shall not be liable for any failure to deliver the Goods arising from circumstances outside the Company's control including, for example, but not the exclusion of any similar or like circumstance, acts of God, war, riot, explosion, abnormal weather, fire, flood, strikes, lock outs, government action or regulation (UK or otherwise), delays by suppliers, accidents and shortages of materials, labour or manufacturing facilities.

18. CANCELLATION

No cancellation by the Customer is permitted unless expressly agreed by a director of the Company in writing. In the event of cancellation the Customer will indemnify the Company fully against loss, all expenses incurred by the Company together with liquidated damages of 15% of the contract price.

19. JURISDICTION

All contracts between the Company and the Customer shall be governed and be construed in accordance with English law and all disputes arising in relation to such contracts shall be submitted to the jurisdiction of the English courts, except that, subject to both parties written consent disputes may be referred to Arbitration for determination.

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a) The Company shall not be liable for any consequential or indirect loss or damage suffered by the Customer howsoever arising whether or not caused by the Company's negligence.

b) Without prejudice to the generality of the foregoing, the Company shall not be liable for loss of profits, loss of contracts, and damage to property of the Customer or anyone else whatsoever, however arising and whether or not caused by the Company's negligence.

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Without prejudice to the remainder of Clause 13 of these conditions or to the Company's other rights hereunder, the Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not in any event exceed the contract price for the Goods. However, the Company cannot exclude liability for death or personal injury caused as a result of the Company's own negligence.

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