

## TERMS AND CONDITIONS OF TRADING

We have created a set of trading terms that are designed to be fair to both of us. We give you plenty of time to inform us of any delivery or other problem and in return we ask you to be aware of manufacturing tolerances and to order goods in plenty of time as we can not be held responsible for costs due to delays in delivery. Lastly, there is a long clause that means that ownership of goods is kept by Polybags until all monies due are paid (Reservation of Title). Orders are accepted subject to the conditions below unless specifically agreed in writing:

1. All contracts for the products of Polybags are subject to the goods being unsold on receipt of a firm order. Claims for non-delivery or damaged delivery must be received within 14 days of despatch.
2. Polybags shall not be responsible for delay or non-delivery caused by circumstances not completely within its control.
3. The goods delivered are subject to the normal trade tolerances, copies of which are available on request. Please note in particular that sizes are overall, cut to cut, and that quantities manufactured and delivered may vary up to 10% from the quantity ordered. Invoicing is on the basis of delivered quantity.
4. Polythene Bags are normally supplied end weld but we reserve the right to supply side weld unless specified by the customer.
5. Bags are packed in suitable containers which may vary from time to time. Special packing arrangements can be made on request.
6. Unless expressly agreed in writing, Polybags does not give any warranty, whether express or implied, statutory or otherwise, that the product is suitable for packing any particular goods, produce, material or substance.
7. Any claim for defective goods must be made within 3 months of invoicing.
8. The ownership of the goods will only be transferred to the customer when he has met all that is owing to Polybags, whensoever the same be incurred and no matter on what grounds. The customer agrees that if he should make (a) new object(s) from the goods, mix the goods with (an)other object, envelopes (an)other object (s) or if the goods in any way whatsoever becomes a constituent of (an)other object(s), Polybags will be given the ownership of this (these) new and/or other object(s) as surety of the full payment of what the customer owes Polybags and the customer agrees that the ownership of the article(s) in question whether finished or not are to be transferred to Polybags and that this transfer of ownership will have considered to have taken place through or at the moment of the single operation or event by which the goods as converted into (or) new object(s) or is mixed with or envelopes or becomes a constituent of (an)other object(s). Until the moment of full payment of what the customer owes Polybags the customer shall keep the objects in question for Polybags in his capacity of fiduciary owner. Nevertheless the customer will be entitled to sell these objects to a third party within the framework of the normal carrying on of his business and to deliver them on condition that if Polybags so requires, the customer as long as he shall not have fully discharged his debt to Polybags shall hand over to them the claims which he has against the buyer emanating from the transaction.
9. All prices and charges are exclusive of value added tax.
10. All payments are to be made within one month of date of invoice. Polybags reserves the right to charge simple interest at the rate of 2% per month or part of a month on any payment that is overdue.

Signed .....

Position: .....

For .....

Date .....