

MAPAC GROUP LIMITED

Terms and Conditions of Sale

1. We accept all orders and put forward all quotations subject only to terms and conditions of sale which follow, to the exclusion of all other guarantees conditions and warranties (including any as to quality or fitness for any particular purpose) whether express or implied, statutory or otherwise. In the event of your orders containing conditions such conditions are binding insofar as they are not inconsistent with our terms and conditions. No variation from or addition to such terms and conditions shall have effect unless such addition or variation is expressly accepted by us in writing under the hand of a responsible executive. Our price lists, catalogues and other advertising material shall not form part of any contract between us.
2. Our quotations or estimates are effective as offers for 28 days from dispatch; your later acceptance is subject to our confirming price and terms.
3. Orders cannot be cancelled nor deliveries suspended except with our written consent and on terms which will indemnify us against all loss. If a customer is unable or unwilling to accept delivery of goods upon completion of manufacture we reserve the right in addition to any other remedy to invoice the goods and thereupon payment therefore shall be due and shall be made as if delivery had been accepted. Further if deliveries of any goods is not taken when ready for dispatch we shall be paid a reasonable rate for storage and if we have no space available we shall be at liberty to arrange for storage elsewhere at the customer's risk and expense.
4. While every endeavour will be made to maintain the prices quoted, we reserve the right to alter quoted prices without notice according to any increases in cost of labour or materials which take effect between the acceptance and delivery of the order or that part of the order remaining undelivered at the time of such increase. All contracts are subject to any government regulations that may be made affecting costs of wages, fuel, freight, material and general operating expenses. Prices also are subject to adjustment if these costs are varied due to circumstances beyond our control. All goods will be invoiced at the prices ruling at the date of dispatch. Prices stated apply only to the quantity ordered of each item on each order for delivery to any one place at any one time.
5. All Invoices unless otherwise agreed in writing are strictly net cash and will be paid within thirty days after the date of the invoice 'thereafter 2% extra per month'. If any payment is in arrears all invoices delivered to you by the Company and all other moneys owing to the Company by you shall thereupon become payable forthwith without further time lapse or demand and the right is reserved to suspend any further deliveries under all contracts with you. Ownership is reserved until payment is received.
6. Every endeavour will be made to deliver the exact quantities ordered of customised products but in respect of these orders we reserve the right to fulfill the contract within a margin of error (either way) not exceeding ten percent per centum, and in the case of orders for 10,000 bags or less not exceeding 25 per centum.
7. The quoted delivery date is given as an indication only and is not of the essence. The time given for dispatch is to be calculated from the receipt of a written order to proceed with the manufacture and of full and final information, drawings, materials and other things necessary to enable us to put the work in hand.
8. We may, at our discretion, make installment deliveries. Each delivery constitutes as regards payment a separate order and if any installment delivery is not paid for pursuant to these conditions we may suspend further deliveries.
9. Unless otherwise stated, all prices are free delivered. Delivery shall be made at the place named in our acceptance of your order or if the goods are to be shipped abroad shall be deemed made against invoice presented in U.K. accompanied by appropriate documents of title, such shipment to be delivered F.O.B. a named English port of shipment unless otherwise agreed by us in writing when any additional cost of freight and insurance will be for your account in full. We shall not be required to give you any notice relating to insurance mentioned in Section 32(3) of the Sale of Goods Act 1893. All goods are entirely at your risk from the point of delivery when the property in them passes to you. We cannot be held responsible for any loss or damage arising directly or indirectly from breakdowns or failure to deliver. If goods are returned for any reason, carriage must be pre-paid.
10. We may suspend deliveries if and whenever the production of the goods or the performance of the contract is prevented or interfered with, hindered, lessened, delayed or rendered commercially impracticable either directly or indirectly through circumstances beyond our reasonable control, including (but without prejudice to the generality of the foregoing) fire, explosion, strikes, lock-outs, instructions (whether or not of legal force) of any British or foreign government department or Authority, power cuts, mechanical breakdowns, accidents or riots, civil commotion, epidemics, labour disputes, shortages of fuel, power, labour or raw materials, inability to obtain permission to export or import. Deliveries so suspended shall be made as soon as reasonably possible consistently with due performance of other deliveries under the contract and at intervals approximating due intervals for deliveries under the contract.
11. In case of non-delivery within seven days of the date of the invoice, we must be advised immediately by notice in writing. If the buyer's non-compliance with this clause results in any subsequent claim being refused by the carriers the entire loss must be borne by you.
12. Every reasonable effort is made to maintain colour and shade but we do not warrant to do so and differences between colour and/or shade of goods delivered between one delivery or unit of the same delivery and another delivery or unit of the same delivery shall not render the goods defective or give you any claim.
13. Notwithstanding that a sample may have been submitted or exhibited such sample will be deemed to have been so submitted or exhibited solely to give the customer an idea of the bulk or class of work and shall not cause the contract (if any) to be a contract for sale by sample. Descriptive matter, weights, dimensions submitted and the descriptions and illustration contained in our catalogues, pamphlets, price lists and other advertising matter are approximate and by way of identification only and are intended merely to present a general idea of the goods described therein and shall not constitute a sale by description.
14. Written notice of any defect in any goods delivered must be given within seven days after delivery.
15. We shall be under no liability of any kind in any circumstances or on any ground for any indirect or consequential injury, loss or damage whatsoever however caused. Anything expressed by or on behalf of either party capable but for this clause of constituting a condition or warranty collateral to the contract is hereby expressly withdrawn or cancelled. Our maximum liability in respect of any one contract shall be limited to the replacement of the products ordered thereunder or to a sum not exceeding the net invoice value to us thereof.
16. We do not contract as a common carrier.
17. Notices to us in accordance with these conditions must be sent by pre-paid post and are deemed served on the date of receipt.
18. The construction, validity and the performance of this and every contract between us shall be governed by the law of England.