

**TERMS AND CONDITIONS OF SALE**  
**PLEASE NOTE THE LIMITATIONS IN CLAUSES 4 TO 8**

The following conditions ('Conditions') shall govern all transactions except where otherwise specifically agreed in writing by Fedrigoni UK Ltd (hereinafter referred to as 'the Seller') and the Customer (hereinafter referred to as 'the Buyer'):

- 1 An order placed by the Buyer constitutes an offer to purchase goods in accordance with these Conditions. A binding contract shall come into existence only when the Seller issues a written acceptance of the order and prior to such acceptance the Seller reserves the right to alter the prices and specifications of goods. Unless otherwise expressly agreed in writing goods will be invoiced at the prices ruling at the date of dispatch.
- 2 Delivery to the Buyer's warehouse within the United Kingdom is free of charge except in the case of small lots or where special delivery arrangements are required. The Seller reserves the right to pass onto the Buyer any increase in the costs, charges and expenses of delivery (including customs duties, insurance premiums, clearance and port charges) above those ruling at the date of acceptance of order.
- 3 Whilst the Seller will endeavour to adhere to any dispatch or delivery date stipulated by the Buyer or stated by the Seller the adherence to any such date shall not be a term or condition of sale and the Seller shall not be liable to make good any damage or loss to the Buyer, arising directly or indirectly out of delay or delivery.
- 4 The Seller will operate to tolerances set out in the prevailing CEPAC standards and will endeavour to ensure the highest standard of quality of both materials and manufacture. The Seller does not otherwise give any warranty as to the quality or fitness of the goods for any particular purpose whether or not the Buyer makes known to the Seller expressly or by implication any particular purpose for which the goods are being bought. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded.
- 5 If on or after delivery any goods shall be proved to the Seller's reasonable satisfaction to be defective in materials or manufacture then provided that the Buyer shall give the Seller notice in writing within thirty days of delivery of any alleged defect and the goods shall not have been printed on, cut or processed, the Seller will at its discretion either replace such goods or refund or give credit to the Buyer for the purchase price thereof.
- 6 Subject to the provisions of Clause 7 no claim shall be made or considered by the Seller in respect of non-delivery, damage or partial loss unless notice shall have been given in writing to the Seller and to the carrier (and the carrier's delivery note endorsed where applicable) as follows:
  - (a) For damage, partial loss or partial non-delivery of the goods within three days of delivery of the consignment.
  - (b) For non-delivery of the whole consignment within seven days of the date of invoice.
- 7 If after delivery any goods shall be proved to the Seller's reasonable satisfaction to have been damaged prior to delivery, then provided that:
  - (a) Such damage would not have been apparent on prompt and reasonable inspection by the Buyer on delivery, and
  - (b) The Buyer within thirty days of delivery of such goods shall have given the Seller notice in writing of any such alleged damage, and
  - (c) The goods shall not have been printed on, cut or processed, the Seller will at his discretion either replace such goods or refund or give credit to the Buyer for the purchase price thereof,
- 8 Except as herein provided, the Seller will not be liable in any circumstances for any loss or damage whatsoever whether direct or indirect or howsoever caused (including without prejudice to the foregoing any physical damage to machines or property or consequential loss or loss of profit) arising from the supply, delay in supplying or failure to supply the goods or any part thereof. Nothing in these Conditions limits any liability which cannot legally be limited including: liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and section 12 of the Sale of Goods Act 1979.
- 9 Each delivery of goods shall be deemed to have been made under a separate contract of sale for such description, quality and weight of goods which each such delivery shall comprise.
- 10 Goods will be invoiced within the month of delivery; unless otherwise agreed by the Seller in writing the Buyer shall make payment to the Seller not later than the end of the following month. The Seller reserves the right to charge interest on overdue account at the rate of 1.5% per annum over the base rate from time to time of Barclays Bank Plc (accruing on a daily basis and compounded monthly) and from the date of invoice until the date of actual payment whether before or after judgement but without prejudice to the Seller's other rights or remedies under these Terms of Conditions or otherwise.
- 11 Risk of damage to or loss of the goods shall pass to the Buyer:
  - (a) in the case of goods to be delivered otherwise than at the Seller's premises at the time of delivery, or if the Buyer wrongfully fails to take delivery of the goods, the time when the Seller tenders delivery of the goods,
  - (b) in the case of goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the goods are available for collection.
- 12 Even when delivery has taken place and risk in the goods has passed to the Buyer, the property in the goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 13 Until such a time as the property in the goods passes to the Buyer, the Buyer shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the Seller for the proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 14 Until such time as the property and the goods passes to the Buyer (and provided the goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.
- 15 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which will remain the property of the Seller but if the Buyer does so all monies owing by the Buyer to the Seller (without prejudice to any other right or remedy of the Seller) forthwith becomes due and payable.
- 16 The Buyer shall not be entitled to delay or withhold payment of the price or any part thereof on the ground that it has a claim or set-off against the Seller.
- 17 The performance of all contracts is subject to variation or cancellation by the Seller owing to any act of God, war, strikes, Governmental regulations or orders, national emergencies, lock-outs, or any other cause beyond the control of the Seller or owing to any inability by the Seller to procure materials or articles for the performance of the contract and the Seller shall not be held responsible for any inability to deliver caused by any such contingency.
- 18 No terms, conditions or presentations express or implied other than those expressly embodied in these terms and conditions shall be binding on either the Seller or the Buyer. The Seller shall sell and the Buyer shall purchase the goods in accordance solely with these terms and conditions which shall govern each and every order between the Seller and the Buyer to the exclusion of any other terms and conditions subject to which any quotation is accepted or any order is made or is purported to be accepted or is made or is purported to be made by the Buyer, accordingly save as hereinbefore provided all conditions and warranties express or implied by stature, trade usage or otherwise as to quality or fitness for purpose or correspondence with description or sample hereby excluded.
- 19 All contracts made by the Seller with the Buyer shall be deemed to have been made in the country in which the Registered Office of the Seller is situated and be subject to the laws of that country which shall apply to the interpretation and construction of these terms and conditions and the Buyer hereby agrees to submit to the jurisdiction of the courts of the country in which such Registered Office is situated.