

**CENTURION INDUSTRIAL PACKAGING LTD**  
**Terms & Conditions of Sale**

**1. DEFINITIONS**

The Company: Shall mean Centurion Industrial Packaging Ltd. The Customer: Shall mean the person buying the Goods. The Goods: Shall mean the Goods supplied by the Company to the Customer under the contract between them.

**2. CONTRACT**

All orders are accepted subject to these conditions.

**3. QUOTATIONS**

Quotations indicate the price at which the Company would be willing to supply Goods if a written order is placed within 30 days of the quotation date. If the quotation is not accepted within 30 days, then it will be deemed to have been withdrawn unless otherwise stated.

**4. PRICES, ORDERS AND SPECIFICATIONS**

- 4.1** Prices are exclusive of VAT and other taxes and are subject to increases as set out below.
- 4.2** The Company shall not be bound by any price quoted which is not in writing.
- 4.3** Where the price is not agreed in writing, the price will be reasonably determined by the Company.
- 4.4** Unless otherwise stated in writing, any price in a Contract shall be the price of Goods delivered to the Customer's premises, and delivery of Goods to any other place shall be at the expense of the Customer.
- 4.5** The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of any Goods to reflect any increases in cost to the Company.
- 4.6** Where an order is received for a quantity less than quoted, or where delivery is required in instalments smaller than those specified in the quotation, prices quoted may be subject to an increase.
- 4.7** The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 4.8** Whilst every endeavour will be made to supply material in accordance with the quality of any sample submitted, or that quoted for, or previously supplied, the Company does not guarantee this.

**5. PAYMENT**

- 5.1** The Customer shall pay for the Goods within 30 days of the date of the Company invoice, or within such period as the Company shall agree in writing.
- 5.2** If the Customer fails to make any payments before or on the due date then, without prejudice to any right or remedy available to the Company, the Company shall be entitled to:
- 5.2.1** Cancel the contract or suspend any further deliveries to the Customer.
- 5.2.2** Charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum above the Nat West Bank PLC base rate on the outstanding amount.
- 5.3** Where Goods are ordered for delivery by instalments, each instalment shall be deemed to be a separate Contract, and all payments shall be made on the due date for each Contract.

**6. QUANTITIES, DEFECTS & CLAIMS**

- 6.1** Orders will be deemed to be complete if any amount within 10% more or less of the ordered quantity shall be delivered, and a pro-rata charge will be made to cover any such variations.
- 6.2** Delivery of Goods of the incorrect description, shortages or excesses must be notified to the Company in writing within 48 hours of delivery or collection. If not done so, then the Goods shall be deemed to have been accepted and shall be charged for accordingly, shortages of quantities delivered must be notified to the carrier's driver at the time of delivery.
- 6.3** In respect of damage to all or part of the Goods or loss or non-delivery of part of the Goods comprised in this Agreement, notification must be made to the Company in writing within seven working days of delivery of the Goods or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery (or when the Buyer ought reasonably have discovered) the defect or failure.

**7. DELIVERIES**

- 7.1** The Company undertakes to use its best endeavours to execute orders and to effect delivery in reasonable time and by the dates quoted, but shall not be liable for failure to execute any order or complete any delivery on any given date within any given time, and will not be responsible for any loss or damage, which may result from late delivery. The Goods may be delivered by the Company in advance of the quoted delivery date.
- 7.2** Should the Company be unable to supply Goods due to circumstances outside the control of the Company, the Company shall be at liability to cancel or suspend the contract without incurring any liability for any loss or damage arising there from.
- 7.3** If the Contract provides for delivery by instalments, delay in delivery or non-delivery of any instalment shall not entitle the Customer to treat the contract as at an end, or to reject any other instalments.

**8. INSOLVENCY OF CUSTOMER**

- 8.1** This clause applies if:
- 8.1.1** The Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a Company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), or
- 8.1.2** An encumbrancer takes possession, or a receiver is appointed or any property or assets of the Customer, or
- 8.1.3** The Customer ceases, or threatens to cease, to carry on business, or
- 8.1.4** The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 8.2** If this applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without liability to the Customer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the Contrary.
- 8.3** The Company may recover all or any such Goods at any time from the Customer if this clause applies, and for that purpose the Company, its servants or agents, may enter upon any land or building upon which the Goods are situated to recover these Goods.

**CENTURION INDUSTRIAL PACKAGING LTD**  
**Terms & Conditions of Sale**

**9. WARRANTY**

The Company warrants that the Goods shall comply with the Company's specifications for the Goods in question as current from time to time. The Company does warrant the fitness of Goods for any particular purpose even though that purpose be known to it and no such warranty is to be implied from the name or description under which the Goods were sold. Subject as aforesaid all warranties, conditions, and statements, express or implied, statutory, or otherwise, are excluded and the Company shall be under no liability in any way for any damage arising directly or indirectly out of the supply or use of the Goods or of the packages or pallets or containers by which the Goods were delivered.

**10. CANCELLATION/CHANGES**

**10.1** Order Acknowledgements may only be cancelled by the Customer with the prior written consent of a director of the Company. Cancellation and/or changes will not be accepted where the Goods have been made to the Customer's special order and if accepted by the directors of the Company, will only be made on terms that the Customer shall indemnify the Company in full against all losses (including loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by the Company as a result of such cancellation and/or changes agreed. In the event of cancellation by the Customer and/or changes agreed by the Company, the Customer will indemnify the Company against all expenses, losses (including loss of profit), costs, damages and charges incurred (directly or indirectly) incurred by the Company as a result of such cancellation or any change.

**11. ASSIGNMENT**

The Customer shall not be entitled to assign nor transfer (nor purport to assign or transfer) its rights or obligations under this Agreement (in whole or in part) to any other company or person, without the prior written consent of the Company. The Company may assign, license or sub-contract all or any part of its rights or obligation under this Agreement without the Customer's consent.

**12. FORCE MAJEURE**

The Company shall be relieved of its obligations and shall not be liable for any failure or delay in or from carrying out all or any of its obligations under the Agreement arising from circumstances outside the Company's control including but not limited to acts of God, war, riot, inadequate performance of, failure of or incorrect processing by computer systems, fire, flood, difficulty in obtaining materials or transport, default of suppliers or sub-contractors or the consequences of hospitalisation or any Government interference or restriction, import or export regulations or any other circumstances whatsoever outside the Company's control. Furthermore, the Company shall be entitled by written notice to determine or suspend this Agreement without incurring liability for any loss, expense or damage resulting to the Customer or any other party.

**13. GENERAL**

The interpretation and performance of these conditions shall be governed by English Law and dispute arising under or in connection with these Conditions, or the Sale of Goods, shall be dealt with under the jurisdiction of the English Courts.