

TERMS & CONDITIONS

1. QUOTATIONS

Unless previously withdrawn by the Seller (Fastbox Ltd) quotations shall remain open to acceptance for 14 days (or shorter period as may be state in writing by the seller) from the date of posting. The seller may nevertheless elect at their discretion to accept a quote acceptance after the expiration time has lapsed.

2. PRICES

Where the quantity ordered is less than that quoted for, or delivery is ordered in instalments less than those specified in the quotation, the prices are subject to adjustments as appropriate.

Prices are subject to revision in the event in any increase in costs or raw materials between the date of confirmation of order and the date of delivery to the Buyer.

In the event of any dispute arising as to such increased prices, a certificate given by the Company's Auditors that such increased prices are caused directly by specified increased costs incurred by the Seller shall be final and binding on the Buyer.

3. PAYMENT

Unless agreed otherwise, all initial purchases between the Buyer and the Seller will be completed on a Proforma basis. The decision as to whether the Seller will provide a credit account to the Buyer is at the discretion of the Seller. If a credit account and terms are agreed between the Seller and the Buyer, goods invoiced up to and including the last day of a calendar month shall be paid for no later than the last business day of the following month, unless otherwise agreed in writing by the Seller and the Buyer.

The Seller reserves the right to charge interest on any account, at commercial rates, which will be no less than 3% over the Basic Rate of Barclays Bank Limited, from time to time. This is applicable until the sum due is paid.

The Seller reserves the right to set and/or limit the accepted methods for payments and reserves the right to charge processing fees for costs incurred for acceptance of certain payment methods.

4. MANUFACTURE

In line with the corrugated packaging industry standards, a variation of 10% above or below the quantity ordered will be deemed proper execution of any order. The Invoice will be for the actual quantity of goods delivered. Where an Exact Quantity, or tolerance less than or more than 10%, is required by

the Buyer, this must be agreed to in writing by the Seller.

Goods will be manufactured in accordance with the style and dimensions specified and/or approved by the Buyer, subject to an Industry tolerance of +/- 3%. All dimensions specified by the Seller refers to the internal usable dimensions of the product, unless specified otherwise.

While every endeavour will be made by the Seller to supply materials in accordance with the material quality quoted for, materials of not less than those quoted may be substituted in place. Material Codes/Names are not representative of the finished product material strength, grammage or paper weight, each material batch may differ. All paper tolerances could contain specifications of up to +/-10% depending on supplier.

5. DOCUMENTS

All sketches, CAD Drawings, and Origination work shall remain the property of the Seller unless paid for by the Buyer.

Alterations from the original copy on or after the first proof, including alteration in style, may, at the Sellers discretion, incur an extra charge. No responsibility will be accepted by the seller for any errors in proofs which have been approved by the Buyer.

Quotations for printing are made subject to the availability and suitability of copy matter and of any materials to be supplied, either by the Buyer, or on the Buyers behalf, and are made on the basis of the use of our standard range of ink colours – any deviation from which may, at the Sellers discretion, incur an extra charge.

6. OWNERSHIP

Until payment is made in full to the Seller, the goods shall remain the property of the Seller, but the risk therein and all liability to third parties in respect thereof shall pass to the Buyer upon delivery.

If the Seller invoices in full for Cutting Formes or Printing Stereos, ownership will transfer to the Buyer. Responsibility for the Insurance of these items falls on the Buyer, and the Seller cannot be held liable for accidental damage or damage caused by general wear and tear.

7. CLAIMS

The Buyer shall, upon delivery, examine goods to determine their quality and quantity. The Seller shall

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not be liable if the Buyer fails to do this and suffers damage or loss.

Claims relating to the goods must be notified to the seller promptly and confirmed in writing no later than seven days after the delivery of the goods, or, in the case of delay or non-delivery of the goods, seven days after the proposed date of despatch of the goods. The Seller shall not be liable in respect of any claim if it is not notified by the Buyer and the seller shall not be prejudiced by such a delay.

8. CONSEQUENTIAL LOSS

The Seller shall not, under any circumstances, be liable to the buyer for any loss of profits or loss of contracts, or any other consequential losses of the Buyer. Time of delivery cannot, and will not, be guaranteed.

9. QUALITY

The Sellers liability for the fitness of purpose of the goods is subject to the Buyers purposes being fully made known to the Seller and to any express direct or indirect exclusion or qualification of that undertaking by the Seller in any case.

10. FORCE MAJEURE

No liability will be accepted by the Seller for any failure or delay in performance which is due wholly or partially to an Act of God, War, Fire, Explosion, Riot, Civil Commotion, Restriction by Government, or other competent authority, Strikes, Lockouts, Supply Chain Failure, or to any cause whatsoever beyond the Sellers control.

11. GDPR & DATA PROTECTION ACT

Where necessary in the process of conducting business, the Seller may require the collection of Personal Data or Information from the Buyer which may become subject to GDPR legislation. Where this occurs, the Seller maintains the obligation to adhere to GDPR legislation, and any undertakings by the Information Commissioners Office. The Buyer retains their rights under GDPR legislation and may request to impose a right held under this legislation. The Seller will comply with any reasonable request by the Buyer unless the Seller has a lawful reason to refuse to enact the request or right held by the Buyer.

The Seller may transfer information collected to bankers/financiers for the purposes of providing services, including the following purposes: Obtaining credit insurance, making credit reference agency

searches, credit control assessment and analysis (including credit scoring, market, product, and statistical analysis), securitisation and protecting company interests. The Seller will provide the Buyer with details of our bankers/financiers and that or any credit reference agencies used upon request.

12. EXTENDED PRODUCER RESPONSIBILITIES

The Seller has a duty under government legislation to collect and maintain records about the Buyer and the products they purchase from the Seller. The Seller, at regular intervals during the calendar year, will contact the Buyer to obtain information to ensure the records maintained under this obligation are correct. The Buyer agrees to provide the requested information to the Seller within a reasonable timeframe, and to provide information as accurately as reasonably practicable.

13. MISCELLANEOUS

If any of these conditions, or any part of one of these conditions, is rendered void by any legislation to which it is subject, it shall be void to that extent and no further.

If any of these conditions, or any part of one of these conditions, is rendered unenforceable by any legislation to which it is subject, it shall be enforceable to the extent that it is not fair or reasonable to allow reliance on such a condition or part thereof, but not further.

A waiver by either party of any of the terms and conditions of this contract and/or breach thereof shall apply only to the instance or instances in which such waiver occurs and shall not affect or impair the further continuance in force of such terms and conditions, or right of either party to avail itself of such terms and conditions upon any subsequent breach or breaches thereof.

14. LAW

The Terms & Conditions, and the Contract of Sale, shall be deemed to be made in England, and the parties to the contract hereby submit to the jurisdiction of the English Courts. English Law shall be the proper law of the contract.

--End of Document--

Signed: _____

Print Name: _____