

## General Terms and Conditions of Business

- 1. General:** 'Seller', 'us' and 'we' means Pod Packaging Limited. 'Buyer' and 'you' means the person, firm or company placing an order with the seller. 'Goods' means any goods, materials and/or services which are the subject of the Buyer's order and which are to be supplied to the Buyer by the Seller under these Conditions. 'Contract' means the contract for the supply of Goods formed by the Seller's acceptance (which, however made or communicated, shall be deemed made subject to these Conditions) of the Buyer's order.
- 2. Order Placement:** By fax, e-mail or telephone, signed dated with the signatory's name printed in full.
- 3. Order Confirmation:** Once a formal Purchase Order has been received from you, we confirm your order by sending you an order confirmation document, which covers details such as costs, payment, lead-times. Any incorrect information must be notified to us immediately.
- 4. Buyer's Warranty:** The Buyer warrants that it has the right to instruct us to carry out its order and that any materials delivered to us shall contain nothing obscene, blasphemous or otherwise unlawful and that the carrying out of the Buyer's order by us will not infringe the trade mark, service mark, copyright, moral right or any other right of any third party. We reserve the right to decline any design that in our opinion may be illegal or of a libellous nature or an infringement of the proprietary or other rights of a third party. The Buyer shall indemnify the Seller against all losses and all actions, claims, proceedings, costs and damages (including any damages or compensations paid out by us on the advice of our legal advisors to compromise or settle any claim) and all legal costs and other expenses arising out of any breach of this warranty or out of any claim by a third party based on any facts which if substantiated would constitute a breach.
- 5. Delivery Dates:** We shall endeavour to comply with all delivery dates submitted but because of unforeseen delays such as industrial disputes, vehicle breakdown, theft, customs inspection and traffic congestion we are not able to guarantee that any Goods will be delivered by the date submitted and we shall not be liable for any loss or damage of any kind howsoever arising by reason of any failure to deliver by a particular date.
- 6. Artwork:** All files to be supplied in an illustrator CMYK format. All projects will require a proof sign off prior to production.
- 7. Colour Matching:** where a specific corporate colour is required, A PMS reference must be supplied. Although every effort will be made to achieve the very best colour match, we will never agree to an exact colour match when using CMYK printing process, as some colours are simply not possible to produce especially on an aluminium surface.
- 8. Transport and Delivery of Goods:** Every effort will be made to ensure that your order is properly secured and packaged prior to delivery. Any complaints regarding damaged packing must be notified to us in writing within three working days from the date of delivery. Such a complaint does not entitle you to deduct any part of our charges from the agreed price of the project shown in our quotation and your purchase order.
- 9. Goods in Transit:** The risk but not the property in the Goods shall pass to you on delivery. We shall not be liable for the safety of the goods thereafter and accordingly you shall indemnify us for any loss of or damage to the goods howsoever caused.
- 10. Unloading of Goods:** In some cases the driver may expect help to unload the Goods being delivered. Please ensure help is available when your Goods are delivered, as we cannot be held responsible should a driver refuse to unload e.g. pallets of Goods on their own. If you are ordering Goods on behalf of a third party please ensure that the necessary arrangements to receive Goods are made with your customer.
- 11. Complaints:** Complaints regarding the quality and quantity are only accepted if they are made known to us immediately following delivery of the goods and also submitted to us in writing within three days from the date of the goods being delivered. All faulty goods must be kept as we reserve the right to carry out an examination.
- 12. Promotion:** We reserve the right to display or promote all goods produced for you within our sales literature or website. Buyers not agreeing to this must state so in writing immediately as we have no intention of trading off the values attributed to any client logo or brand for which we are producing goods, and naturally wish to maintain a good client relationship.
- 13. Prices:** Quotations are always ex-works and exclusive of VAT unless clearly marked otherwise.
- 14. Payment:** Shall be made by you to us for all Goods (including VAT) within 14 days from the date of the invoice or as otherwise agreed in writing with us. All invoices must be paid in full without any set off or deduction. Any costs incurred in collecting the amount of the invoice including legal proceedings or otherwise shall be recoverable on an indemnity basis as part of the date. We shall be entitled to charge you interest on any overdue invoices at the rate of 4% above the base rate of HSBC plc.
- 15. Seller's Liability:** Our liability for any direct physical damage as a result of our negligence shall be limited to 125% of the price paid (and not refunded) in respect of any single claim and any other liability of ours to you shall be limited to the price paid (and not refunded) for the Goods. We shall have no liability to you in respect of indirect, special, consequential or economic loss, loss of contracts, revenue, goodwill, profits or other benefits whether arising from breach of contract statutory duty negligence or in any other way. We make no representation or warranty that use of the Goods does not infringe the rights of any third party and we accept no liability in this respect.
- 16. Force Majeure:** We shall be under no liability if we are unable to carry out any provision of the contract for any reason beyond our control including (without limitation the forgoing) act of God, Legislation, War, Fire, Drought, Failure of power supply, lock-out, Strike, Fuel shortage, or any other action taken by sub-contractors employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may, by written notice to us, elect to terminate their order and agree to pay for work done and materials used, but subject thereto shall otherwise accept delivery when possible.
- 17. Third Party Rights:** The parties agree that this agreement is not intended to benefit any third party and expressly excludes the Contracts (Rights of Third parties) Act 1999.
- 18. Law:** This contract shall be governed by and constructed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English courts for all disputes arising in connection with it.