

1.	Definitions	
	1.1. “The Company” means Eclipse Packaging & Products. 1.2. “The Buyer” means the person, firm or company to whom goods are supplied subject to these conditions. 1.3. “The Goods” means the items, goods or materials supplied or serviced (the reprocessing of goods supplied by the Buyer) subject to these conditions. 1.4. “The Contract” mean any agreement for the purchase of goods by the Buyer. 1.5. “The Price List” means the trade price list from time to time issued by the Company.	
2.	Existence of Contract	10. Claims for defects, damage, loss or non-delivery
	2.1. Any written quotation or estimate issued by the Company shall constitute an invitation to treat. These conditions shall apply to all Contracts for the sale of goods by the Company to the Buyer to these exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order or similar document. All orders for goods shall be deemed to be an offer by the Buyer to purchase goods pursuant to these Conditions. No binding contract shall be created by the placing of an order by the buyer unless and until the Company has commenced manufacture of the goods. Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Conditions. 2.2. No particulars contained in any advertising matter, catalogues or other publications supplied by the Company nor any verbal representation by an employee or agent of the Company shall form part of the Contract nor shall they be treated as constituting a representation on part of the Company.	10.1. The Buyer shall without prejudice to any rights he may have pursuant to Condition 6 inspect the Goods on delivery and shall within seven days thereof notify the Company of any alleged defects, shortage in quantity or damage. 10.2. In the event of a claim the Buyer shall give the Company an opportunity to inspect the Goods within a reasonable time following notice of the claim during which no time shall be made of any part of the consignment covered by the claim. 10.3. The Buyer shall notify the Company of any non-delivery of a whole consignment within seven days of the date by which the Goods were expected to have been delivered. Notwithstanding the receipt by the Company of any such notice a clear signature on a carrier’s delivery advice sheet shall be deemed to signify receipt of the quantity indicated thereon. 10.4. If the Buyer shall fail to comply with the foregoing of the Goods shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods. If the Buyer establishes to the Company’s reasonable satisfaction that the Goods are no in accordance with the Contract or are defective the Buyer’s sole remedy in respect thereof shall be limited as the Company may elect to making good any shortage by replacing such Goods or refunding all or part of the Contract price gainst return of the Goods. 10.5. The Company’s liability to the Buyer whether for any breach of the Contract or otherwise shall not in any event exceed the Contract price and the Company shall be under no liability for any consequential or indirect loss suffered or liability to third parties incurred by the Buyer. 10.6. The Company does not guarantee the suitability of any of its products for a specific purpose for which the Buyer requires them. The Company shall not be liable to the Buyer in respect of any loss or damage suffered by the Buyer in connection with the use of the Goods and the Buyer shall indemnify the Company from all liability to third parties in respect of any claim relating to loss or damage caused by such use. 10.7. Subject to the provisions of this Condition 10 all warranties and conditions whether implied by statute of otherwise are hereby excluded provided that nothing herein shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or shall affect the statutory rights of the Buyer dealing as consumer as defined in Section 12 of the Unfair Contract Terms Act 1977.
3.	Amendments and Cancellation	11. Return of Goods
	3.1. No alterations or modifications to these Conditions shall be binding on the Company unless accepted in writing by a Director of the Company. 3.2. The Contract may not be cancelled by the Buyer except with the written consent of the Company.	11.1. Subject to Condition 9 above no Goods delivered in accordance with the Contract will be accepted for return without the prior written approval of the Company in accordance with the Company’s official returns authorisation procedure and on terms to be determined at the absolute discretion of the Company. 11.2. If the Company agrees to accept such Goods for return a handling charge of 10% of the invoice price will be made. Such goods must be returned carriage paid to the Company in their original shipping carton. 11.3. Goods returned without prior approval of the Company may at the Company’s absolute discretion be returned to the Buyer or retained at the Buyer’s costs without prejudice to any rights or remedies the Company may have.
4.	Prices	12. Default by the Buyer
	4.1. The VAT exclusive price stated when an order is placed by the Buyer is subject to alterations by the Company and the actual price to be paid for the goods will be the Company’s current price ruling at the date of dispatch. 4.2. In the event of a price increased in excess of 20% of the amount stated when the order is placed by the Buyer, the Buyer may be written notice to the Company cancel the Contract insofar as it relates to the Buyers obligation to pay for the proportion of the goods which has not been manufactured at the date when such notice is received by the Company provided that such date is at least ten days before the estimated delivery date. 4.3. Fixed price Contracts may be considered void by the Company if the price of any raw materials used in the manufacture of the goods increases by more than 10%, and such increase remained in force for two months. 4.4. The total price charged for service work shall cover the total weight supplied for reprocessing subject to 6.4 below. 4.5. The Company invoices its bags and sacks by numerical quantity, and its film by the aggregate weight in kilograms of the reels of films, including cores, unless other arrangements are agreed beforehand.	12.1. If the buyer fails to make payment for the Goods in accordance with Condition 5 or otherwise commits a breach of the Contract or if any distress or execution shall be levied upon any of the Buyers Goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy be presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed of presented or if a receiver administrator, administrative receiver or manager shall be appointed over the whole or part of the Buyer’s business or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of Goods shall become payable immediately. 12.2. The Company may in its absolute discretion and without prejudice to any other rights which it may have suspend all future deliveries of Goods to the Buyer and/or terminate the Contract without liability upon its part and/or exercise any of its rights pursuant to Condition 9.
5.	Settlement Terms	13. Set off and Counterclaim
	5.1. The price of the Goods shall be paid no later than thirty days from the end of the month of invoice. 5.2. The Company reserves the right to close the account or withhold further supplies of the Goods to any Buyer who fails to pay within the period of thirty days without prejudice to any existing rights the Company may have in respect to any unpaid invoice. 5.3. Interest on invoices which remain unpaid for thirty days from the date when payment became due will run from day to day at a rate of 2% above Lloyds Banking Group plc’s base rate from time to time in force from the date when the payment for the Goods became due and shall accrue after as well as before any judgement. The Buyer will reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.	The Buyer shall not be entitled to withhold payment of any invoice by reason of any right of set off or counterclaim which the Buyer may have or alleged to have or for any other reason whatsoever.
6.	Specification	14. Trademarks
	6.1. All Goods supplied are subject to state tolerances laid down by the Company details of which are available on request. While every endeavour is made to ensure material is produced to specification it is the responsibility of the Buyer to approved material prior to any secondary process being carried out. 6.2. In the interests of maximum accuracy and in line with the minimisation aspect of the Packaging (Essential Requirements) Regulations 2003, the Company reserves the right to extrude film at up to +/- 5% of all the thickness specified unless otherwise agreed with the Buyer. 6.3. Previous supplies of goods of the same description shall not be considered to constitute samples of subsequent deliveries. Whilst every endeavour is made to supply material in accordance with the quality of samples submitted or quoted for, the contract is not a contract for sale by sample. 6.4. Where the Company agrees to undertake service work the Buyer is deemed to accept that up to 10% by weight of the Goods supplied for reprocessing may be lost during the reprocessing.	Unless otherwise agreed in writing all Goods shall if sold packaged be sold or resold only in the packaging supplied by the Company and in no case may any trademark other than those applied by the Company be marked on or applied in relation to the Goods.
7.	Terms of Dispatch and Delivery	15. Law and Jurisdiction
	7.1. Goods will be supplied carriage paid by the Company and delivery of the goods shall take place at the Buyer’s premises as indicated in the Buyer’s order. 7.2. Times or dates quoted by the Company for delivery of goods are intended as estimates only and time is not of the essence of the Contract. 7.3. The Company shall not be liable in any way for any direct or indirect loss damage or expense (including loss of profits and liability to third parties) suffered or incurred by the Buyer as a consequence of any delay in delivery howsoever caused. 7.4. The Company reserves the right to deliver up to 10% over or under the quantity stated upon the Buyer’s original order for the Goods and such variation shall be priced in accordance with Condition 4. 7.5. Where specific quantities are stated on the outer packages these shall be for guidance only. 7.6. Provided that the actual quantity delivered in each consignment is within 1% of that state in the delivery note the delivery shall not be rejected by the buyer. 7.7. The Company reserves the right to deliver the Goods by instalments in any sequence and to tender a separate invoice in respect of each instalment. Where the Goods are delivered by instalments shall entitle the Buyer to treat the Contract as repudiated or to damages. 7.8. If fourteen days after notification by the Company that the Goods are ready for delivery the Buyer shall have failed to arrange to accept delivery of the Goods the Company shall be entitled to arrange storage either at its own premises or elsewhere on the Buyer’s behalf and at the Buyer’s risk and expense. The Goods shall be invoiced on the day on which they are put into storage and such Goods shall thereupon be deemed to have been delivered.	The conditions and the Contract shall be governed in all respects by the laws of England and any dispute hereunder shall be subject to the non-exclusive jurisdiction of the English Courts.
8.	Force Majeure	16. Notices
	The Company shall not be liable for failure to deliver the Goods for any reason whatsoever outside the reasonable control of the Company including (without limitation to the generality of the foregoing industrial war, governmental action or regulation, act of God, riots or non-availability of stocks or materials. Any such failure shall not affect the obligation of the Buyer to pay for Goods already delivered.	Any notice required to be served pursuant to these Conditions shall be in writing and served by first class post or by hand on the Company at 6 The Old Quarry, Nene Valley Business Park, Oundle, Peterborough, PE8 4HN or such other address as the Company may from time to time notify the Buyer and on the Buyer at the address notified to the Company or in default of notification to the address from which the Goods were ordered or if the Buyer is a company at the option of the Company at the Buyer’s registered office. A properly addressed notice sent by first class post shall be deemed to have been received two days after the date of this dispatch.
9.	Property and Risk	17. Severence
		Any provision or term of these Conditions which is or may be void of unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision thereof.
		18. Waiver
		No waiver or forbearance by the Company whether express or implied in enforcing any of its rights hereunder shall prejudice its right to do so in the future.
		19. Assignment
		The Buyer may not assign, subcontract of in any way dispose of its rights or obligations under the Contract without the prior written consent of the Company.
	9.1. Risk in the Goods shall pass to the Buyer on delivery. The Buyer should ensure goods are secured and safely stored in a dust free environment between 10c and 30c below 75% Relative Humidity and out of direct sunlight, and in accordance with any other reasonable stipulation made by the Company. 9.2. Property and ownership in the Goods shall notwithstanding delivery of the Goods to the Buyer not pass from the Company until (a) the Buyer shall have paid the Company in full therefore pursuant to Condition 5 and (b) no other sums are then outstanding from the Buyer to the Company on any account whatever whether or not such sums have become due for payment. 9.3. The Buyer shall while in the property in the Goods remains with the company pursuant to this Condition 9 hold the Goods on a fiduciary basis only and as bail only for the Company. The Buyer shall store the Goods separately from its own Goods or those of any other person in good condition and marked in such a way that they are clearly identifiable as the property of the Company and shall insure the Goods to their full value against "all risks" to the reasonable satisfaction of the Company. 9.4. In the event that the Company is entitled to exercise any of its rights under Condition 12 any right of the buyer to sell, dispose of, deal or in any way use Goods and may itself, its servants or agents enter upon any land or building, vehicle or vessel or any other place upon which such Goods are reasonably thought to be situated for the purpose of removing any such Goods.	

