



## **Application for Credit Account**



## Application for Credit Account

Full company name:

Invoice address:

Tel No:

Fax No:

Delivery address if different:

Tel No:

Purchasing contact::

Accounts contact:

Type of business:

Tel No:

Fax No:

Office use only

RO Yes / No

RDW Yes / No

RDS

RDL

AC

AB

Status of company:

Sole trader / Partnership / Limited company (Please delete as applicable)

Names of Partners / Directors:

Registration number if Limited Company:

Approximate value of monthly credit required: £

**THIS SECTION TO BE SIGNED BY THE OWNER / PARTNER / DIRECTOR**

I / We have read and agree to the Terms and Conditions of Sale printed overleaf

Signed:

Print:

Position:

Date:

## Terms & Conditions of Sale

### 1. Interpretation

- 1.1** In these Conditions the following words shall have the following meanings:
- "Buyer"**: the person, firm or company who purchases Goods and/or Services from Cambrian Packaging.
- "Conditions"**: the standard terms and conditions set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in writing between Cambrian Packaging and the Buyer.
- "Contract"**: the contract between Cambrian Packaging and the Buyer for the sale and purchase of the Goods and/or supply of the Services, incorporating these Conditions.
- "Goods"**: any goods agreed in the Contract to be supplied to the Buyer by Cambrian Packaging (including any part or parts of them)
- "Cambrian Packaging"**: Cambrian Packaging of 32 Mochdre Industrial Estate, Newtown, Powys SY16 4LE.
- "Services"**: any services including but not limited to printing, spraying or etching agreed in the Contract to be supplied to the Buyer by Cambrian Packaging.
- "Working Day"**: A day on which the clearing banks in the City of London are open for business

### 2. Application of Conditions

- 2.1** These Conditions shall govern the Contract to the exclusion of any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document and the Buyer waives any right which it might have to rely on such terms or conditions.
- 2.2** No variation to these Conditions or any representation about the Goods and/or Services shall have effect unless expressly agreed in writing and signed by a duly authorised representative of Cambrian Packaging.
- 2.3** Each order for Goods and/or Services by the Buyer from Cambrian Packaging shall be deemed to be an offer by the Buyer to purchase Goods and/or Services subject to these Conditions.
- 2.4** No order placed by the Buyer shall be deemed to be accepted by Cambrian Packaging until a written acknowledgement of order issued by Cambrian Packaging or (if earlier) Cambrian Packaging delivers the Goods to the Buyer or commences performance of the Services.
- 2.5** The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate. Where the Buyer supplies the artwork, the Buyer shall ensure the artwork is in all respects accurate and supplied with all relevant pantone colours.
- 2.6** Any quotation is given on the basis that no contract will come into existence until Cambrian Packaging despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 90 days only from its date, provided that Cambrian Packaging has not previously withdrawn it.
- 2.7** Where the Customer is a consumer (as defined in the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1999), the consumer's statutory rights are not adversely affected by anything contained in these conditions.

### 3. Description and Suitability

- 3.1** The description of the Goods and/or the Services shall be set out in Cambrian Packaging's catalogue or quotation.
- 3.2** All drawings, descriptive matter, specifications and advertising issued by Cambrian Packaging and any descriptions or illustrations contained in Cambrian Packaging's catalogues or brochures are issued or published with the sole purpose of giving an approximate idea of the Goods and/or the Services described in them. They shall not form part of the Contract.
- 3.3** The Buyer shall satisfy itself as to the suitability of the Goods for any purpose for which the Buyer intends to use the Goods.
- 3.4** Where a service such as printing, spraying or other treatment is applied to the Goods the Buyer agrees that the quantity of the Goods to be delivered by Cambrian Packaging may be up to 5% more or less than the quantity ordered, to allow for wastage during the application of the Service.

### 4. Delivery

- 4.1** Unless otherwise stated, Cambrian Packaging shall deliver or arrange delivery of the Goods to the Buyer's normal place of business or such other place agreed in writing with the Buyer.
- 4.2** Any date specified by Cambrian Packaging for delivery of the Goods and/or performance of the Services is an estimate only and time for delivery of the Goods and/or performance of the Services shall not be made of the essence by notice. If no date has been so specified, delivery of the Goods and/or performance of the Services will be within a reasonable time.
- 4.3** Subject to the other provisions of these Conditions, Cambrian Packaging shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods and/or performance of the Services nor will any delay entitle the Buyer to terminate or rescind the Contract.
- 4.4** If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or Cambrian Packaging is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses or authorisations, risk in the Goods will pass to the Buyer and Cambrian Packaging may store them until actual delivery and the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

### 5. Non-Delivery

- 5.1** The quantity of any consignment of Goods as recorded by Cambrian Packaging upon despatch from Cambrian Packaging's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2** Cambrian Packaging shall not be liable for any non-delivery of Goods unless written notice is given to Cambrian Packaging within 3 Working Days of the date when the Goods would in the ordinary course of events have been delivered.
- 5.3** Any liability of Cambrian Packaging for non-delivery of any Goods shall be limited to replacing those Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

### 6. Price

- 6.1** Unless otherwise agreed in writing by Cambrian Packaging the price for the Goods and/or the Services shall be the price set out in Cambrian Packaging's price list in force at the date of delivery.
- 6.2** Prices are subject to alteration without notice, but copies are always available on request.
- 6.3** The price for the Goods and/or the Services shall be exclusive of any value-added tax and all costs or charges in relation to loading, unloading, carriage and insurance of the goods which the Buyer shall pay in addition.

### 7. Payment

- 7.1** Cambrian Packaging reserves the right to require payment in full of the price with order. Where Cambrian Packaging agrees to grant credit terms to the Buyer, Cambrian Packaging's normal credit terms are payment in full of the price within 30 days of Cambrian Packaging's invoice. Time of payment is of the essence.
- 7.2** All sums payable to Cambrian Packaging under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 7.3** The Buyer shall make all payments due under the Contract without any deduction by way of set-off, counterclaim, discount, abatement or otherwise.
- 7.4** If the Buyer fails to pay Cambrian Packaging any sum due pursuant to the Contract the Buyer will be liable to pay interest to Cambrian Packaging on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgement. Cambrian Packaging reserves the right to claim interest and/or compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

### 8. Risk and Ownership

- 8.1** The goods shall be at the risk of the Buyer from the time of delivery.
- 8.2** Ownership of the Goods shall not pass to the Buyer until Cambrian Packaging has received in full (in cash or cleared funds):
- 8.2.1** all sums payable in respect of the Goods including any interest; and
- 8.2.2** all other sums which are or which become due to Cambrian Packaging from the Buyer on any account including any interest on such sums.
- 8.3** Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- 8.3.1** hold the Goods on a fiduciary basis as Cambrian Packaging's Bailee
- 8.3.2** store the Goods separately to other goods of the Buyer or any third party in a way that they remain readily identifiable as Cambrian Packaging's property.
- 8.4** The Buyer may resell the Goods before ownership has passed to it solely on the condition that any sale shall be on the Buyer's own behalf in the ordinary course of the Buyer's business and the Buyer shall deal as the principal when making such sale.
- 8.5** The Buyers' right to possession of the Goods shall terminate immediately if:
- 8.5.1** the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors or (being a body corporate) convenes a meeting of creditors (except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented for the winding up of the Buyer, or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency of the Buyer; or
- 8.5.2** the Buyer encumbers or in any way charges any of the Goods or suffers or allows any execution to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between Cambrian Packaging and the Buyer, or is unable to pay its debts or the Buyer ceases to trade.
- 8.6** Cambrian Packaging shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Cambrian Packaging.
- 8.7** The Buyer grants Cambrian Packaging, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated to recover them.

### 9. Warranty

- 9.1** Cambrian Packaging warrants (subject to the other provisions of these Conditions) that:
- 9.1.1** upon delivery the Goods will be of satisfactory quality; and
- 9.1.2** the Services will be performed with reasonable care and skill.
- 9.2** Cambrian Packaging shall not be liable for a breach of warranty in condition 9.1 unless:
- 9.2.1** the Buyer gives written notice of the defect to Cambrian Packaging (and to the carrier if the defect is as a result of damage in transit) within 3 Working Days of the time when the Buyer discovers or ought to have discovered the defect; and
- 9.2.2** Cambrian Packaging is given a reasonable opportunity of examining the Goods and/or alleged defective Services and the Buyer (if asked to do so by Cambrian Packaging) returns the Goods to Cambrian Packaging's place of business at Cambrian Packaging's expense for the examination to take place there.
- 9.3** Cambrian Packaging shall not be liable for a breach of warranty in condition 9.1 if:
- 9.3.1** the Buyer makes any further use of the Goods after giving notice of any defect; or
- 9.3.2** the defect arises because the Buyer failed to follow Cambrian Packaging's instructions as to the storage or use of the Goods; or
- 9.3.3** the Buyer alters or repairs the goods or attempts to rectify the Services without the written consent of Cambrian Packaging.
- 9.4** Subject to conditions 9.2 and 9.3, if any of the Goods and/or Services do not conform with the warranty in condition 9.1 Cambrian Packaging shall of its option repair or replace such Goods (or the defective part) or rectify such Services or refund the price of such Goods and/or Services at the pro rata Contract rate and shall have no further liability for breach of warranty in condition 9.1.
- 9.5** If Cambrian Packaging so requests, the Buyer shall, at the Cambrian Packaging's expense, return the Goods or the parts of such Goods which are defective to Cambrian Packaging.

### 10. Limitation of Liability

- 10.1** Subject to conditions 4, 5 and 9, the following provisions set out the entire financial liability of Cambrian Packaging (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Buyer in respect of:
- 10.1.1** any breach of these Conditions; and
- 10.1.2** any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3** Nothing in these Conditions excludes or limits the liability of Cambrian Packaging for death or personal injury caused by Cambrian Packaging's negligence or fraudulent misrepresentation.
- THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 10.4
- 10.4** Subject to conditions 10.1 and 10.3
- 10.4.1** Cambrian Packaging's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods and/or the Services the subject of the claim; and
- 10.4.2** Cambrian Packaging shall not be liable to the Buyer for:
- (i) loss of profit;
  - (ii) loss of business;
  - (iii) loss of goodwill and/or similar losses;
  - (iv) loss of anticipated savings;
  - (v) loss of goods;
  - (vi) loss of contract;
  - (vii) loss of use; or
  - (viii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

### 11. Designs and Tooling

- 11.1** Unless otherwise agreed in writing by Cambrian Packaging, all designs and tooling created by Cambrian Packaging or by any third party for Cambrian Packaging and all copyright, design rights and other intellectual property rights in such designs and tooling shall belong to and remain with Cambrian Packaging.

### 12. Events beyond Cambrian Packaging's control

- 12.1** Cambrian Packaging reserves the right to defer the date of delivery of the Goods and/or performance of the Services or to cancel the Contract or to reduce the volume of Goods and/or scope of Services ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Cambrian Packaging including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 13. General**
- 13.1** The Buyer shall not assign the Contract or any part of it without prior written consent of Cambrian Packaging.
- 13.2** Cambrian Packaging shall be entitled to assign the Contract or any part of it to any person, firm or company.
- 13.3** Subject to Condition 13.2, nothing in the Contract confers or purports to confer on any third party any benefit or any right to enforce any of the terms of the Contract.
- 13.4** The Buyer shall not use Cambrian Packaging's name, logo or other intellectual property rights in advertising or publicity without Cambrian Packaging's prior written consent.
- 13.5** If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.6** Failure or delay by Cambrian Packaging in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 13.7** Any waiver by Cambrian Packaging of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 13.8** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party as its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- 13.9** The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.



32 Mochdre Industrial Estate Newtown Powys SY16 4LE  
T 01686 611360 F 01686 611361 E [sales@cambrianpackaging.co.uk](mailto:sales@cambrianpackaging.co.uk)  
[www.cambrianpackaging.co.uk](http://www.cambrianpackaging.co.uk)