



Dennison Plastics Ltd
General Terms and Conditions for the Sale and Supply of Packaging (Stretch Film)

1. Introduction

These terms and conditions (the 'Terms and Conditions') will apply to and govern all orders between Dennison Plastics Ltd, as the seller ('Dennison') and the buyer specified on the Quotation ('the Buyer') and will apply exclusively to each contract for the sale and supply (the 'Order') of goods which will be specified in the quotation ('the Goods'). **YOUR ATTENTION IS DRAWN TO THE FOLLOWING PROVISIONS BELOW: CLAUSE 6 WARRANTIES AND LIABILITY, CLAUSE 7 RISK, AND CLAUSE 8 RETENTION OF TITLE.** No variation in any documents from the Buyer purporting to vary these Terms and Conditions will be effective unless expressly agreed in writing by Dennison.

2. Prices

- (i) All prices for Goods (the 'Price') will be set out in a quotation (the 'Quotation') and are in £GBP; and where due will be subject to Value Added Tax at the rate prevailing at the time of despatch.
- (ii) Requests for Orders with expedited delivery may be agreed by Dennison but at additional cost.
- (iii) Whilst every endeavour will be made to maintain the prices we reserve the right to alter prices at any time without prior notice.

3. Quotations

Quotations given by Dennison will expire 14 days from the date of issue unless accepted in writing by Dennison.

4. Delivery and Acceptance

- (i) Any delivery date given by us to the Buyer will be an estimate date only and while Dennison will always endeavour to comply with any such date Dennison will not be responsible for late delivery and without prejudice to the generality of the foregoing we will not be liable for late delivery or failure to deliver through any cause which is beyond our reasonable control. Without limiting the foregoing the following will be regarded as examples of causes beyond Dennison's reasonable control:

- (a) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Dennison or of a third party);
 - (b) difficulties in obtaining raw and finished materials, labour, fuel, parts or machinery;
 - (c) power failure or breakdown in machinery.
- (ii) Any complaint by the Buyer of short delivery or damage to the Goods must be notified in writing to Dennison within 2 days upon receipt of the Goods. Any complaint by the Buyer of failure to deliver must be notified within 7 days of the receipt by the Buyer of the invoice or advice of dispatch whichever is the earlier. Dennison's entire liability will be limited to the value of the goods and Dennison will be under no liability if the goods are not paid for by the due date. Dennison expressly excludes liability for consequential loss to the Buyer and or any third party claims occasioned by delay (however so arising).
- (iii) Goods may be accepted for return by arrangement with and at the sole discretion of Dennison for which a 30% handling fee will be deducted from the refunded Price.

5. Payment

- (i) Dennison may require payment of the Price before acceptance of the Quotation otherwise the Price will be payable by the date specified by the Accounts Department of Dennison on the Quotation. If the Buyer fails to take delivery at the time specified in the Order, Dennison will be entitled without prejudice to any other rights to invoice for the Goods whereupon payment in full will become due forthwith.
- (ii) For Goods which are contracted for delivery by instalments late delivery of an instalment will not entitle the Buyer to reject any other instalment under the same Order.
- (iii) If payment is not made by the due date Dennison, will send a notice to pay to the Buyer and if payment in full is not received within the time stated therein, Dennison without prejudice to its other rights hereunder, may issue legal proceedings to recover the debt.

6. Warranties and Liability

- (i) Subject to the following provisions, Dennison warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 1 month from delivery.
- (ii) The above warranty is given by Dennison subject to the following conditions:

- a) Dennison will be under no liability in respect of any defect in the Goods arising from any specification supplied by the Buyer;
- b) Dennison will be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Goods has not been paid by the due date for payment.
- (iii) Except as expressly provided for in these Terms & Conditions, all warranties, conditions or other terms implied by statute or common law excluded to the fullest extent permitted by law.
- (iv) A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification will (whether or not delivery is refused by the Buyer) be notified to Dennison within 2 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify Dennison accordingly, the Buyer will not be entitled to reject the Goods and Dennison will have no liability for such defect or failure and the Buyer will be bound to pay the Price as if the Goods had been delivered in accordance with the Order.
- (v) Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to Dennison in accordance with these Terms & Conditions Dennison may replace the Goods (or the part in question) free of charge, or at Dennison sole discretion, refund to the Buyer the Price of the Goods or (or a proportionate part of the Price), in which case Dennison will have no further liability to the Buyer.
- (vi) Except in respect of death or personal injury caused by Dennison's negligence or liability for defective products under the Consumer Protection Act 1987, Dennison will not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Order, for loss of profit or any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Dennison its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Order or at all) or their use or resale by the Buyer, and the entire liability of Dennison under or in connection with the Order will not exceed the Price of the Goods, except as expressly provided in these Terms & Conditions.

7. Risk

All goods are borne at Buyer's risk from the time notification when delivery, or attempted delivery, takes place at the location stipulated in the Order between the Buyer and Dennison.

8. Retention of Title

- (i) Notwithstanding any provision of these Terms & Conditions the property in the Goods will not pass to the Buyer until Dennison has received payment in full of the Price of the Goods and all other goods agreed to be sold by Dennison to the Buyer for which payment is then due.
- (ii) Until such time as the property in the Goods passes to the Buyer the Buyer will hold the Goods as Dennison's fiduciary agent and bailee and will keep the Goods separate from those of the Buyer and third parties and property stored, protected and insured and identified as Dennison's property. The Buyer may re-sell or use the Goods in the ordinary course of its business, but this right will not cease automatically in the occurrence of any of the events referred to in clause 9 (insolvency of Buyer).
- (iii) Until such time as the property in the Goods passes to the Buyer, and provided the Goods are still in existence and have not been resold, Dennison may at any time require the Buyer to deliver-up the Goods to Dennison and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- (iv) The Buyer will not be entitled to pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Dennison, but if the Buyer does so all monies owing by the Buyer to Dennison will (without limiting any other right or remedy of Dennison) forthwith become payable.

9. Insolvency of Buyer

- (i) This clause applies if:
 - a) the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - b) a receiver is appointed of any of the property or assets of the Buyer; or
 - c) the Buyer ceases or threatens to cease to carry on business; or
 - d) Dennison reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- (ii) If this clause applies then without limiting any other right or remedy available to Dennison, Dennison may cancel the Order or suspend any further deliveries under the Order without any liability to the Buyer, and if the Goods have been delivered but not paid for the Price will become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. Law

These conditions and all other terms of Order will constitute the entire understanding and agreement between Dennison and the Buyer. These Terms and Conditions are governed by and are to be construed in accordance with the English Law and fall within the exclusive jurisdiction of the English Courts.

Dennison Plastics Ltd

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