

## **TERMS AND CONDITIONS**

### **GENERAL:**

All orders are accepted and goods supplied subject to the following express terms and conditions. These conditions may not be modified unless Paper Elements Limited (hereafter referred to as the company) agrees in writing and the company shall not be deemed to accept such conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communications from the buyer. The only person who may vary any condition on behalf of the company will be the company director and only then in writing signed by the company director. No binding contract shall be created until the company has indicated its acceptance of an order in writing.

### **SETTLEMENT TERMS:**

Where credit is allowed, terms of payment are strictly net and payable within 30 days from the date of the company's invoice (weekends and national holidays are included in the 30 days). The company, at its discretion, reserves the right to implement charges (including interest charges) on accounts outstanding beyond the time specified in this condition. A surcharge of 5% of the value of the goods ordered will be implemented if the payment due remains outstanding for a period of greater than 40 days from the date of the company's invoice. The rate of interest charged will be 5% per month after the due date until payment is made. The company can exercise this right in addition to any other rights it may have in respect of the goods non-payment.

### **PRICES:**

All prices are subject to change without notice, unless otherwise agreed in writing. Value added tax will be charged at the rate applicable at the date of invoice.

### **CREDIT:**

Any contract shall be subject to the company being satisfied as to the buyer's credit worthiness and without generality to the foregoing. The company may, in its absolute discretion having informed the buyer that the goods are ready for delivery, refrain from delivering the goods until such time as the buyer renders the purchase money to the company in a form satisfactory to the company. Prospective customers wishing to open a credit account are requested to issue two trade references and one bankers reference. Until the opening of a credit account has been confirmed delivery will not be made unless payment has been received with the order or made against the company's pro-forma invoice. If previously agreed, payment can be made direct to the company deliverer on delivery of the goods.

### **ORDERS:**

Orders can be placed by phone, fax or email on the contact numbers issued by the company. The company requests that where possible orders are placed in writing.

### **DELIVERY:**

Delivery dates are given in good faith by the company to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the time stated. The company will accept no liability for direct or consequential loss or damage arising from delay in delivery.

**RETURNS POLICY:**

Written communications must be issued by the buyer and confirmed by the company prior to any goods being returned. The returned goods must be accompanied with the relevant invoice. The company accepts no responsibility for items returned without the written communication and the relevant invoice. All packaging materials must be supplied with the returned goods.

**FORCE MAJEURE:**

The company shall not be liable for any delay or failure to deliver any of its obligations hereunder if the delay or failure is due to causes outside the reasonable control of the company.

**LEGAL CONSTRUCTION:**

Unless otherwise agreed by the company in writing, these conditions and the agreement to which this document relates shall in all respects be constructed and operate as an English contract in conformity with English law.