

Terms and Conditions of Sale

Goodwood Paper (Nott'm) Ltd t/s Goodwoods are pleased to accept orders subject to the Terms and Conditions of sale as stated below. No variation of these Conditions shall be binding unless agreed by letter signed by an authorised representative of Goodwoods. Please read the terms carefully before placing your order. We would advise you to retain a copy of them for your future reference.

Interpretation

In these terms "you" and "your" as appropriate refer to the buyer and "us", "our" and "we" refer to the seller, Goodwood Paper (Nott'm) Ltd t/a Goodwoods and its agents any other associated company. "Days" refers to working days, being Monday to Friday inclusive, excluding bank holidays, unless otherwise stated. "Products" means any Product sold by Goodwood Paper (Nott'm) Ltd t/a Goodwoods to a Customer.

Price The price for each product is in UK Sterling and excludes VAT where appropriate. Should there be any change in pricing of any Products within your Order we will notify you as soon as possible, we will then provide you with the option of reconfirming your Order at the correct price or cancelling it. If an Order is subsequently cancelled, any payment made for the Products will be refunded in full.

We reserve the right at any time to revise prices to account for any increases in costs including the increase or imposition of any duty, tax, levy or exchange rate variation. We will take all reasonable steps to notify you of any relevant revision of prices before processing your order. Trade discounts are only valid if the goods supplied are to be resold to a third party in their entirety.

Proofs We will accept no responsibility for any errors in proofs that have been passed by the buyer.

Artwork and Blocks When any artwork we originate or supply blocks or printing plates at no cost or not invoiced to the buyer, they remain our exclusive property.

Delivery All quoted delivery times are approximate and may be subject to change due to reasons beyond our control in respect of raw material and/or shipping delays. We are a business to business to company and do not supply the general public. We reserve the right to charge for re-deliveries or failed delivery attempts when the delivery premises are unoccupied between 8:00am and 5:00pm Monday to Friday.

Title and Risk Title and ownership to the goods shall not pass from us to you until we have received payment for the goods in full together with all other sums payable.

Reservation of Title We continue to own all the products supplied until you have paid all debts due from us. Until then:

We shall hold the products as fiduciary bailee and shall store them separately in such a way that they can be identified by us.

We may at any time demand that you return the products to us and if you fail to do so we may enter your premises to take them back without incurring and liability and without effecting your obligations to buy them.

Payment by cheque counts when the cheque is cleared.

Without prejudice to all other rights and remedies which are (or would or might be for this provision be) available to us in respect of products which become the subject to any contract of sale we shall in the event of sale or disposal to a third party of products prior to the passing of the title thereto you have the right to trace and shall be entitled to the proceeds of such sale or disposal.

Payment All first orders are on a Proforma basis where you must pay for all goods ordered in full before order processing will commence. For subsequent orders, all invoices are payable without discount of any kind in UK Sterling by the end of the month following the month of invoice, subject account application. Under no circumstances may you make any deduction or withhold payment for any reason at all. If you fail to pay the invoice by the due date and without prejudice to any rights of us, you shall: forfeit any discount given in that invoice or in any other way agreed; and pay interest on any overdue amount from the date on which payment was due to the date of actual payment (whether before or after judgment) on a daily basis at a rate of 3% interest over the base rate from the time quoted by the Bank of England and reimburse to us all costs and expenses (including legal costs) incurred in the collection of any overdue amount. You shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, abatement or otherwise unless he/she/it/they has/have a valid court order requiring an amount equal to such deduction to be paid. Until we are in possession of cleared funds, you shall not be deemed to have made a payment. If you do not make payments as required, we may terminate the Contract.

Claims Any claim for damage, shortage or defective goods must be made in writing within two days of receipt and non delivery of goods within seven days of receipt or invoice date otherwise we will not be liable for any such complaints made after this time.

Availability of Product(s) Receipt of your order does not guarantee that we can supply the selected Products to you. All the Products are subject to availability and we therefore reserve the right to: alter the quantities of products we supply; to supply only part of an order or divide up orders; provide a similar alternative; to alter the availability and duration of, and to terminate at any time, any special offers.

Tolerances Product quantities have a +/- 10% tolerance, thickness is +/- 5% and size is +/- 5%, we cannot accept liability if your order is short or over by this. Any quantity over-make within the 10% tolerance will be invoiced to the customer and must be paid for. Where you have specified that the goods be of a certain colour or size such specification shall be subject to a reasonable commercial variation.

Copyright & Trademarks Goodwoods and Goodwood Paper (Nott'm) Ltd, www.goodwood-paper.co.uk, www.goodwoodsbags.co.uk and our logos are trade names or trademarks of Goodwoods and may not be used by anyone else without our express permission.

Some product images and product descriptions within the Goodwoods website are Copyright © of their respective owners. All brand names, logos and trademarks are property of their respective owners.

Errors & Omissions Every effort is made to ensure the accuracy of any technical data or literature made available in relation to our products and services. All descriptions and illustrations of goods in any catalogue, brochure, information on the Goodwood website, price list or in any other document provided by us are intended for general guidance only and do not form part of any contract between you and us. We accept no liability for any error or omissions in such documents and cannot be liable in any circumstances for any loss or damage resulting from your reliance on such descriptions and illustrations. We will promptly correct any errors brought to our attention.

Guarantee and Exclusion clauses The seller will be under no liability under the relevant contract for any personal injury, death, loss or damage of any kind whatsoever whether consequential or otherwise but not limited to loss of profits and the seller hereby excludes all conditions, warranties and stipulations expressed or implied, statutory, customary or otherwise which but for such exclusion would or might subsist in favour of the buyer except that such exclusion will not apply to any implied condition that the seller has or will have the right to sell the goods when the property is to pass or when the buyer deals as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), any implied term relating to description, quality, fitness or sample.

Under no circumstances will the seller or its servants, agents or sub-contractors be liable for any loss or damage of any kind whatsoever whether consequential or otherwise caused directly or indirectly by any negligence on the part of the seller or on the part of any of its servants, agents or sub-contractors in connection with or arising out of the manufacture testing or supply of the goods or in connection with any advice or statement given or made by or on behalf of the seller.

Liabilities and Responsibilities Goodwoods total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the goods. Nothing in these conditions excludes or limits the liability of Goodwoods for death or personal injury caused by the Goodwoods negligence or fraudulent misrepresentation.

Goodwoods shall not be liable to you (or your customer) for any indirect or consequential loss or damage (whether for loss of profit, loss of business, damage to property, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

Goodwoods liability for direct loss or damage arising from damage to tangible property for which Goodwoods is liable shall be limited to the VAT exclusive price of the relevant Product or Service in connection with which any claim for damage or loss is made.

The limitation on any exclusion from liability contained in these Conditions shall be subject to the provisions of section 2(1) of the Unfair Contract Terms Act 1977.

Goodwoods will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

Cancellation If the buyer cancels, extends or delays or purports to cancel, extend or delay the relevant contract or part thereof, or fails to take delivery of any goods, agreed with a reasonable time, then the buyer will be liable (without prejudice to any other rights of the seller to claim damages) to indemnify the seller against any resulting loss, damage or expense incurred by the seller in connection with the supply or non supply of the goods including the cost of any material, plant or tools used or intended to be used therefore and the cost of labour and other overheads including a percentage in respect of profit.

Statutory Rights All statements, guarantees or warranties in these terms of trading are additional to and do not affect your statutory rights. These terms and conditions are subject to change at any time without prior notice to you.

Website the content of our website, www.goodwoodsbags.co.uk, is for general information and use only and subject to change without notice. Neither we nor any third parties provide and warranty or guarantee as to the accuracy, performance, timelines, completeness or suitability of the information and materials found or offered for any particular purpose. Any links to other websites are provided for information only and do not signify endorsement. We are not responsible for their content. Unauthorized use of our website may give rise to a claim for damages and/or be a criminal offence.