

Sutton's Packaging Ltd.

21/22, Dinan Way Trading Estate, Concorde Road, Exmouth Devon, EX8 4EZ, England

Terms & Conditions of Trade

In these terms and conditions 'Company' means Sutton's Packaging Ltd. and customer means the person or company that purchases the goods. Goods means the items specified on the company's invoice.

1. These terms and conditions apply to all contracts for the sale of goods to, or the provision of work for, the Customer to the exclusion of any terms and conditions specified by the Customer.
2. All prices quoted in brochures or catalogues are subject to confirmation at time of order and are exclusive of VAT which will be chargeable in accordance with legislation current at the date of supply.
3. Carriage will be charged on all orders despatched to UK mainland addresses which are under the carriage paid limit currently £120.00 + VAT per address but which may be varied from time to time. All orders delivered to offshore addresses or Non-UK addresses will be subject to carriage charges.
4. Credit limits may be given to approved accounts at the sole discretion of the company after a credit application has been submitted and approved. At its sole option the company may cancel or amend a credit limit previously granted.
5. The Company may make such enquiries as may be necessary from time to time to ascertain the credit worthiness of customers requiring credit terms.
6. Payments of accounts must be affected within 30 days of invoice date unless agreed in writing by one of the directors. Failure to pay within this time will result in suspension of deliveries without prejudice to any other remedy that the company may have.
7. Title of goods supplied by the company shall remain with the company until paid for in full. Risk in goods supplied passes to the customer on delivery.
8. Any claims for damage or short delivery must be made in writing within 5 working days of the goods being delivered to the customer. No Goods will be accepted for return or credit notes issued unless this procedure is followed.
9. The Company will deliver goods in reasonable time to be decided by the Company. For late delivery to be accepted as a reason for the cancellation of an order, the required date of delivery must be stated in writing at the time of order and agreed in writing by the company. Where goods are withheld through non-payment of account then late delivery will not be accepted as a legitimate reason for cancellation.
10. The company will not be liable to the customer or any third party for consequential loss.
11. In the case of orders for bespoke items:
 - (i) Any layouts or artwork produced by the company shall remain the property of the Company.
 - (ii) Any tools, plates, blocks, cylinders or similar will remain the property of the Company.
 - (iii) Any origination charges levied are a contribution towards the administration and general work involved in the production of origination materials and do not confer title on the Customer.
 - (iv) Delivery lead times do not become operative until approval of artwork layout has been given by the customer and acknowledged by the company.
 - (v) In the case of cancellation of an order by the Customer after artwork has been approved by the Customer, the Company will be entitled to the full invoice value of the cancelled goods.
 - (vi) Delivery quantities will be subject to production tolerances of +/- 10% of the order quantity.
12. The failure by the company at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.
13. The company shall not be responsible for any failure to perform its obligations hereunder due to circumstances beyond its control.
14. The contract between the Company and the Customer shall be governed by and construed in accordance with English Law.
15. All contracts will be considered to have been accepted at the company's headquarters and as such, any actions to recover monies due to the company will be considered to be within the jurisdiction of the Exeter County Court. This does not preclude the Company from using any other legal remedy open to it in order to recover monies due.
16. Each of the above conditions shall be read and construed independently of each other so that if one or more is held to be invalid for any reason whatsoever, then the remaining Terms and Conditions shall be valid to the extent they are not held to be so invalid. Further, in the event that any Term and Condition shall be found to be void but will be valid if some part thereof were deleted then such Term and Condition shall apply with such modification as may be necessary to make it valid and effective.
17. No additions to or variation of these conditions will bind the business, unless it is specifically agreed in writing and signed by a director. No agent or person employed by or under contract with the Company has the authority to alter or vary these conditions in any way.