



## **TERMS AND CONDITIONS OF TRADING**

### **1. OFFER AND ACCEPTANCE**

- 1.1 Orders are accepted subject to these terms & conditions together with the Agreement between RDA Bulk Packaging Ltd and all customers. If any documentation of respondents is received from customers containing or referring to their Terms & Conditions they will not bind the agreement and any acceptance of a written quotation/order is deemed to be acceptance of these terms and conditions without exception.
- 1.2 All quotations shall be provided in writing and are only valid for a seven day period from the date of the quotation. No verbal quotations will deem to bind RDA Bulk Packaging Ltd.
- 1.3 Written quotations are on the basis that the price to be paid for supply of goods may be increased, if the seven day period of acceptance has lapsed.
- 1.4 Written quotations can only be accepted by written; no verbal acceptance will bind RDA Bulk Packaging Ltd.
- 1.5 Any order that is not completed within the agreed contracted period will automatically be invoiced on the 1<sup>st</sup> working day following the end of the agreed contracted period and an additional storage charge of £5.00 per pallet/part of, per week (any part of a week is taken as a whole week and invoiced as a whole week), will be charged for all stock still held. This will be invoiced monthly until the goods are dispatched.

### **2. TOLERANCES**

- 2.1 All goods delivered are subject to the normal trade tolerances, copies of which are available on request.
- 2.2 Quantity manufactured and delivered may vary up to 10% from the quantity ordered. Invoicing is on the basis of delivered quantity
- 2.3 Polythene bags are normally supplied end weld, unless otherwise advised on the order confirmation, but we reserve the right to supply side weld unless specified by the customer.
- 2.4 All Flexible Intermediate Bulk Containers (FIBC'S) are supplied with external dimension measurements, unless otherwise advised on the order confirmation.

### **3. DELIVERY**

- 3.1 The date of delivery as quoted by RDA Bulk Packaging Ltd are given in good faith but are deemed to be approximate only and not of essence and the customer is not entitled to refuse delivery rescind the relevant contract or claim damages on account of any delay.
- 3.2 Delivery is deemed to be complete with a customer's order when the relevant item is delivered to the customer's premises or to the specified carrier and is signed for by a representative.
- 3.3 Risk in the equipment and the goods passes to the customer immediately upon delivery.
- 3.4 Claims by the customer in respect of defective goods should be made in writing and accompany the return of the defective goods to RDA Bulk Packaging Ltd at the customers expense. Any claim for defective goods must be made within 3 months of invoice date. At RDA Bulk Packaging Ltd's sole discretion goods will be replaced at RDA Bulk Packaging Ltd's cost.
- 3.5 RDA Bulk Packaging Ltd shall not be liable for any failure to fulfil any order, contract or agreement where the failure is due to circumstance beyond RDA Bulk Packaging Ltd control including (but without limitation to the foregoing) strikes, lockouts, labour or trade disputes of any kind, act of god, war, fire, flood, force majeure or any other causes beyond RDA Bulk Packaging Ltd control.
- 3.5.1 Claims for non-delivery or damaged delivery must be received within 5 days of receipt.
- 3.6 RDA Bulk Packaging Ltd reserves the right to sub-contract any order part thereof.
- 3.7 RDA Bulk Packaging Ltd shall not be held liable in respect of:-
  - 3.7.1 Loss, damage or any consequential or indirect loss sustained by customers or their servants or agents or third parties.
  - 3.7.2 Loss of or damage to customers property or property for which RDA Bulk Packaging Ltd is responsible or any consequential or any indirect loss attributed to any acts of customers, servants, personnel, representatives or third parties.
  - 3.7.3 All be 5% of costs incurred or £500 whichever is deemed appropriate by RDA Bulk Packaging Ltd for claims for loss resulting from negligence or the negligence of its employees.
  - 3.7.4 RDA Bulk Packaging Ltd shall not be responsible for the negligence of the customers, agents, representatives, servants, workmen. Furthermore RDA Bulk Packaging Ltd shall not be responsible for any loss arising out of inaccurate instructions of information being supplied.
  - 3.7.5 Customers instruct RDA Bulk Packaging Ltd at their own risk.

### **4. RETENTION OF TITLE**

- 4.1 Ownership of the goods remain with RDA Bulk Packaging Ltd which reserves the right to dispose of them until payment of all sums due by the customer to RDA Bulk Packaging Ltd have been paid in full and in meantime RDA Bulk Packaging Ltd holds them as bailee by the customer and that will be stored in such a way as to be identifiable as being the property of RDA Bulk packaging Ltd.

### **5. WARRANTY**

- 5.1 Unless expressly agreed in writing, RDA Bulk Packaging Ltd does not give any warranty, whether express or implied statutory or otherwise, that the product is suitable for packaging any particular goods, produces, material or substance.
- 5.2 RDA Bulk Packaging Ltd does not give any warranty relating to Flexible Intermediate Bulk Containers (FIBC'S) whether express or implied statutory or otherwise relating to quality, life span, handling requirements or that the product is suitable for packaging particular goods, produces, materials or substance.
- 5.3 All Flexible Intermediate Bulk Containers (FIBC'S) supplied via RDA Bulk Packaging Ltd must be used in full accordance with the 'FIBC Safe Handling Guidelines' issued by FIBCA which is available upon request. RDA Bulk Packaging Ltd will not be liable for any Flexible Intermediate Bulk Containers (FIBC'S) that are not used as per these recommendations.

### **6. PAYMENT**

- 6.1 The price of the goods shall be the price set out in the order unless increased in accordance clause 6.2, below.
  - 6.2 At any time prior to delivery of the goods RDA Bulk Packaging Ltd may, by notice to the customer, increase the price of goods to reflect any one or more of the following:
    - 6.2.1 any increase in cost beyond RDA Bulk Packaging Ltd's reasonable control including but not limited to: (a) increases in the costs of raw materials used in the manufacture of the goods; (b) increases in labour, energy, or other manufacturing costs; (c) increases to, or the imposition of new, taxes, duties, tariffs or levies, including but not limited to in relation to plastic packaging; and (d) fluctuations in foreign exchange rates;
    - 6.2.2 any change in delivery date, quantity or specification requested by the customer; and/or
    - 6.2.3 any delay caused by the customer's failure to give adequate or accurate instructions or information.
- Payment to RDA Bulk Packaging Ltd must be in full within 30 days of the date of invoice.
- 6.3 RDA Bulk Packaging does not accept payment by cheque.
  - 6.4 All monies due to be paid by the customer to RDA Bulk Packaging Ltd will be made in full on the due date without any deduction or set off whatsoever.
  - 6.5 Time for payment is of the essence and non-payment on the due date is a repudiatory breach.
  - 6.6 Interest will be charged at 8 % per month on overdue sums (both before and after judgement).
  - 6.7 The provision of credit account facilities is at RDA Bulk Packaging Ltd sole discretion and credit account facilities will be withdrawn from the customer when any account is overdue by more than 30 days.
  - 6.8 RDA Bulk Packaging Ltd shall not be obligated to fulfil an order to a customer or company which has passed a resolution or court has made an order for winding up compulsorily or voluntarily or where insolvency practitioner, receiver or manager has been appointed on behalf or where a liquidator has been appointed.

### **7. DIVISIBILITY CLAUSE**

- 7.1 This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

### **8. GOVERNING LAW AND JURISDICTION**

- 8.1 These Terms & Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales and the English and Welsh courts shall have exclusive jurisdiction to resolve disputes arising out of or in connection with these Terms & Conditions and any contract made subject to them.

## ***RDA* Bulk Packaging Ltd.**

### **Head Office:**

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