

GENERAL CONDITIONS OF SALE

The following Standard Conditions of Sale shall govern Sale Transactions except as otherwise specifically stated in writing by the seller: -

1. Unless otherwise agreed in writing by the company, these conditions shall override any terms or conditions stipulated, incorporated or referred to by the buyer in his order or negotiations.
2. Notwithstanding any specific date mentioned in the contract for the delivery of the goods time shall not be deemed the essence of the contract so far as concerns delivery of the goods, and apart from protracted and unreasonable delay on the part of the sellers, the sellers shall not by reason of agreeing to deliver by a specific date, be deemed to have waived the benefit of this condition.
3. In the case of Contracts where the goods are stored at the buyer's request, on or the expiry date of the contract the goods will be delivered and invoiced in accordance with terms stated at the time of the contract being entered into.
4. If the contract provides for delivery by instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery in delay in delivery of any instalment shall not affect the balance of the contract or entitle the buyer to cancel same.
5. It is a term of this contract that the buyer/s shall pay all sums due to the sellers on the date and if they fail to do so the sellers
 - a. Suspend deliveries under any or all contracts with the buyer/s while the buyer/s are in arrears
 - b. Give notice in writing that if any such sum or sums be not paid in 14 days, any or all such contracts may be cancelled and if all such sums be not paid in that time may by a further notice treat any or all such contracts as determined and claim damages as for repudiation. If the sellers have ground for believing that the buyers to be insolvent they may suspend deliveries until special terms of payment are agreed.
6. All quotations are made and orders accepted subject to availability of raw materials and goods will be invoiced at price ruling at date of dispatch. Should buyer be in arrears with payments or should there be doubt about buyer's solvency, seller reserves the right to ask for advance payment and revoke any terms. A credit charge of 1 ½ % per month will be applied to all outstanding amounts.
7. Liability is not accepted for any direct or indirect loss arising from non-delivery of any goods caused by war, strikes, lock-outs, fire, floods, explosions, government restrictions, or any cause what so ever beyond our control.

8. In respect of certain goods, the seller cannot guarantee exact quantities and the contract shall be deemed fulfilled upon delivery of quantities which fall within the following range of over-runs and under-runs.

| Bags | | | | Roll Stock | | | |
|-------------|---------------|------|------|-------------------|-----------|------|------|
| 0 | - 25 thousand | ±30% | | 0 | - 250 lbs | ±30% | |
| 25 | - 50 | “ | ±25% | 251 | - 500 | “ | ±25% |
| 50 | - 100 | “ | ±20% | 501 | - 1000 | “ | ±20% |
| 100 | - 500 | “ | ±15% | 1001 | - 5000 | “ | ±15% |
| Over | - 500 | “ | ±10% | Over | - 5000 | “ | ±10% |

The buyer shall pay at contract rate for the actual quantity delivered.

9. No responsibility shall be accepted in respect of non-delivery of goods unless the buyer notifies us and the Carriers and their agents, within 21 days of dispatch. If consignments are delivered damaged or with part contents missing, they must be signed for accordingly and notification sent to us and the carriers and their agents, within 7 days of delivery. Except as aforesaid no claim of any kind will be accepted unless the claim is received by us in writing within 21 days from date of invoice.
10. Force Majeure, breakdowns, delayed deliveries by sellers suppliers, shortages of labour, power or raw materials, strikes, lock-outs, transport hold-ups and official restraints relieve seller from the obligation to supply or buyer from the obligation to accept the good for the duration of/and to the extent of impact of such hindrance should pursuant on such hindrance delivery be delayed for more than one month, buyer shall be entitled to withdraw from the unfulfilled part of the contract.
11. The buyer is advised in his own interests to examine use before further use, as the company accepts no claim or liability for material, which has been cut, printed or otherwise fabricated or processed.
12. No complaint as to the quality of goods supplied can be considered unless made within 30 days of receipt of goods.
13. Where the goods consist of containers, wrappers or other articles intended for use in connection with any food, drug or other substance, the buyer shall satisfy himself that such food article or other substance is not or is not likely to be adversely affected by any material used by the sellers in the manufacture or printing of such containers, wrappers or other articles and we shall not be liable to the buyer or any third party in respect of any claim alleging that such, food, article, drug or substance has been adversely affected.
14. Although great care is taken in the choice of materials and inks used in the manufacture of our products their suitability for packaging any particular commodity must be at the buyer's risk and unless specifically agreed in writing by the company, no warranty or condition is given or shall be implied that the

- goods supplied are suitable in size, shape, capacity, quality or otherwise for the purpose for which the goods are bought.
15. Any purpose whether known to the seller or not, and no responsibility is accepted by the seller for any consequential damage or loss arising directly or indirectly out of the goods supplied by him.
 16. All blocks sketches and organisational work remain the property of the Seller unless paid for by the buyer.
 17. In the case of printed products, alterations from the original copy on and after the first proof including alterations in style will be charged extra. No responsibility will be accepted for any errors in proofs, which have been passed by the buyer.
 18. While every effort will be made by the seller to supply material in accordance with the quality of the sample submitted or quoted for this cannot be guaranteed and no condition or warranty to this effect shall be implied.
 19. The company shall be indemnified by the customer against any loss, in respect of any demands, claims or expenses whatsoever arising out of any illegal, libellous or other matter manufactured or printed for the customer or any infringement of copyright, patent or design.
 20. Until full payment has been received by ANSA POLYMER, a division of ANSA McAL Ltd. (the company), for all goods supplied at any time by the company, the property in the goods shall remain with the company notwithstanding delivery of the goods to the buyer, however, the goods shall be at the buyer's risk from the time of delivery to him or to any carrier or agent on his behalf. The company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are thought to be stored and may repossess them.