

## **Terms & Conditions of Sale**

### **Poly**

(Revised 05/05/2016)

1. This order is not subject to cancellation except with seller's consent.
2. There shall be no liability on account of laws or non-delivery. A good commercial delivery shall consist of the following:
  - **Orders that are sold in lbs only:**
    - Under 500 lbs: Plus or minus 40%
    - 501 to 2,000 lbs: Plus or minus 20%
    - 2,001 to 3,000 lbs: Plus or minus 15%
    - Over 3,000 lbs: Plus or minus 10%
  - **Orders sold by per impression or per bag:**
    - Under 10,000 : plus or minus 40%
    - 10,001 to 50,000 : plus or minus 20%
    - 50,001 to 100,000 : plus or minus 15%
    - 100,001 and over : plus or minus 10%
    - Banner Rolls : plus 10%. Minus 0%
4. **Split Shipment:** Total quantity covered by this order must be accepted within 90 days from date of first part shipment.
5. No claim shall be allowed, nor credits given, for merchandise returned without seller's authority. If for any reason a buyer wishes to return goods, confirmation of acceptance by the seller must first of all be obtained by obtaining an RMA number from Customer Service or Quality Assurance Department. This RMA # must appear on all subsequent correspondence, documents, and returned product. Seller will recognize no claims for any cause after the goods have been treated, processed, or changed in any manner (except for reasonable test quantities).
6. For the mutual protection of Buyer and Seller, complaints and claims must be made within 10 days after receipt of goods.
7. Seller warrants that the goods shall meet the specifications set forth herein or if no specifications are set forth, that the goods shall meet Seller's standard specifications. Other than the foregoing, Seller makes no guarantee or warranty, express, implied, legal or conventional, including but not limited to those of infringement, merchant ability or suitability of the goods for any specific purpose even if that purpose is known to Seller. Seller shall not be liable on any claim unless action thereon shall be brought within one year from the date of shipment. Seller's liability shall be limited to replacement of goods or refund of the purchase price thereof, at Seller's option. In no event shall Seller be liable for any incidental, consequential or indirect damages.
8. Any technical advice furnished to Buyer before or after delivery in regard to the use of said goods or equipment is furnished on the basis that it represents our best judgment under the circumstances, but that it is used at your sole risk.
9. Farnell Packaging Limited shall not be liable for injury, loss or damage, direct or consequential, arising out of the use or the inability to use "Universal Grocery Product Code" symbols on the printed materials supplied. The Purchaser assumes all risks and liabilities whatsoever in connection therewith. There are no oral agreements or warranties collateral to or affecting this agreement.
10. **Major Force:** No liability shall result from any cause (including without limitation: acts of God, major force, labour trouble, inclement weather, shortage of or inability to obtain materials, equipment or transportation, and/or Orders of Courts) beyond the reasonable control of the party affected. Either party may eliminate here from quantities so affected, but this contract shall remain otherwise in effect. If our supply of goods or equipment to be sold hereunder is limited by any such cause, seller shall have the right to reduce or cancel in its entirety our commitment under this contract.
11. No waiver of any of the above conditions will be valid unless authorized by Seller, in writing.

***"A Trusted Name in Packaging"***

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