

### Terms and Conditions of Business

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1. In these terms and conditions the following words will mean the following;  
"Company" means 24-7 Steller Packing Limited (Company Number: 10938196 / VAT No: GB 28450891) whose registered office is at Unit Y, Paddock Wood Distribution Centre, Paddock Wood, Kent. TN12 6UU  
  
"Customer" means any person, company or legal entity having agreed to the services of the Company under these Terms and Conditions  
  
"Goods" means the Goods provided by the Customer  
  
"Order" means an order placed by the Customer whether orally or in writing for the provision of Services by the Company  
"Packaged Goods" means the Goods which have been stored, packaged and delivered by the Company  
"Services" means the storage, packaging and delivery of the Packaged Goods for the Customer
2. **INCORPORATION OF CONDITIONS AND FORMATION OF CONTRACT**
  - 2.1 These Conditions shall apply to all contracts for the provision of the Services made between the Company and the Customer and shall prevail over and take the place of any other terms and conditions stipulated, incorporated or referred to or contained in any document of or communication from the Customer.
  - 2.2 No other agreement, representation or promise of any kind shall form part of, alter, vary, supersede or operate as a waiver of these Conditions or any of them unless expressly made or accepted by a Director of the Company in writing.
3. **PRICES**
  - 3.1 Unless otherwise expressly stated in writing by the Company, the Order is accepted by the Company on the basis that:
    - 3.1.1 All prices are in pounds sterling and are exclusive of Value Added Tax and any other applicable sales tax which will be charged (where appropriate) at the rate prevailing on the date of delivery of the Goods;
    - 3.1.2 The price for the Services shall be those agreed between the Company and the Customer and the Company shall be entitled without prior notice to adjust the stated price to take account of:
      - (a) any cost to the Company including (but not limited to) reasonable storage charges resulting from:
        - (i) delay by the Customer in giving the Company sufficient information to enable it to carry out the Services; and/or
        - (ii) any alteration to the Contract made at the request of the Customer including (but not limited to) alterations in the specification of the Packaged Goods to be supplied or Services or in the place to which they are to be delivered; and/or
      - (b) any increase in the cost to the Company of carrying out the Services which occurs due to causes beyond the Company's control between the date of the Contract and the date when delivery is complete including (but not limited to) increases in wages, transport, production or other costs or fluctuation in currency exchange rates, taxes or duties.
  - 3.2 The Company's prices are based on these Conditions and reflect the limitations upon the Company's liability which they contain
4. **COMPANY'S OBLIGATIONS**
  - 4.1 The Company undertakes to perform the Services in a timely and professional manner subject to these Conditions
  - 4.2 The goods-in procedure of the Company will provide a check against the delivery note provided when receiving stock. Box end labels will be taken at face value, therefore the Company will not be held responsible for missing items within a box after the goods in receipt has been provided – nor can the Company be held responsible for stock discrepancies if a full pallet breakdown is not provided on the delivery note – at the point and time of delivery.
5. **CUSTOMER'S OBLIGATIONS**
  - 5.1 The Customer warrants that it is either the owner of the Goods or it is authorised by such owners to accept these Conditions on the owner's behalf;
  - 5.2 The Customer will inform the Company in writing, prior to the delivery of the Goods to the Company, of any special precautions necessitated by the nature or condition of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply;
  - 5.3 The Customer must accurately and correctly describe the Goods presented to the Company for storage, packaging, transport or any other of the Services;
  - 5.4 The Customer must not submit for collection or storage by the Company any dangerous, damaging, explosive, inflammable, or illegal substance or any that are likely to cause infection or contamination or that may expose the Company to any penalty or liability
  - 5.5 The Customer shall insure to the full value thereof the Customer's Goods against all risks other than those against which the Company is to insure under Clause 8.1;
6. **DELIVERY**

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- 6.1 The place for delivery will be as agreed in writing between the Company and the Customer and in the absence of written agreement at a place nominated by the Company.
- 6.2 Every effort is made to carry out the Services in a good and timely manner. However, despatch or delivery dates are business estimates only and in no case is delivery on or by a fixed date a term of the Contract. Late delivery shall not entitle the Customer to terminate the Contract or refuse to take delivery of the Packaged Goods or to withhold payment of all or any part of the prices for the Services. The Company accepts no liability for any loss or damage whatsoever and howsoever caused resulting from any delays in delivery in any circumstances.
- 6.3 Where the Packaged Goods are ready for delivery, but delivery is prevented by reasons beyond the control of the Company or delayed at the request of the Customer:
- (a) the Customer shall make payment for the Services provided by the Company as if the Packaged Goods were delivered and invoiced on the date of such request;
- (b) the Company may store the Packaged Goods at its own premises or elsewhere at the Customer's sole risk; and
- (c) all storage, insurance, transport charges and costs and expenses relating to such postponement shall be paid by the Customer.
- 6.4 Delivery may be made by instalments and any failure or defect in one delivery will not vitiate the Contract as to the remaining deliveries.
- 6.5 The Customer must examine the Packaged Goods within 2 days of delivery and the Packaged Goods must be signed for only by authorised personnel of the Customer.
- 6.6 Any claim for short delivery or loss or damage upon delivery must be noted against the authorised signature and must also be notified in writing to the Company within 3 days of receipt of the Packaged Goods by the Customer, its warehouseman, bailee or agent and to the carrier (where relevant) within the carrier's time limit.
- 6.7 Any damaged goods (including packaging material) must be retained by the Customer at the site where the damage was first discovered until inspected by the Company or its representative.
- 6.8 In the case of non-delivery, claims will not be entertained unless notified in writing to the carrier and to the Company respectively within 10 days of the date of the invoice in respect of the Services.
- 6.9 For the avoidance of doubt the Company shall be under no liability whatsoever for any loss or damage or deterioration to the Goods or Packaged Goods whatsoever and howsoever caused at any time.
- 6.10 The Customer shall be responsible for providing labour and facilities at the delivery point for the unloading of the Packaged Goods and shall indemnify the Company against all claims whatsoever arising from such unloading operations.
- 6.11 When it is agreed that the Company will make transport arrangements it will do so as the Customer's agent and at the Customer's risk and expense.

## 7. TERMS OF PAYMENT AND INVOICES

- 7.1 Payment for the Services (unless otherwise expressly stated in writing by the Company) shall be due and payable within 30 days from delivery of the Packaged Goods (the "Due Date") and time of payment is of the essence;
- 7.2 The drawing and delivering by the Customer or the acceptance by the Company of cheques or Bills of Exchange does not amount to payment for the Services provided by the Company unless and until such cheques or Bills of Exchange are honoured on presentation;
- 7.3 Any default in payment of an invoice or an instalment payable on an invoice on or by the Due Date shall render the entire balance outstanding on all invoices from the Company to the Customer immediately payable in full without further demand being made notwithstanding any contrary provisions as to terms of payment in any invoice;
- 7.4 If full payment is not made by the Due Date:
- (a) the Company shall be entitled to charge and receive interest on the unpaid balance at the rate of 7% above the current base rate from time to time from the Due Date until the date of payment, whether before or after judgment;
- (b) the Company may suspend any further deliveries under the Contract (and any outstanding deliveries under any other contract between the Company and the Customer) until payment is made; and/or
- 7.5 If the Customer delays or requests delay in fulfilment of the Contract by the Company for whatever reason or in any way defaults in its obligation to the Company or the Company has any reason to believe that the Customer is unable to pay for the Services then (without prejudice to any other rights) the Company will be entitled (as it deems appropriate in the circumstances):
- (a) to claim interest as above and damages with interest thereon; and/or
- (b) terminate the Contract; and/or
- (c) forthwith to sue for and receive payment in respect of the Services carried out in accordance with the Contract and any other outstanding contracts;
- 7.6 Unless the Company shall have agreed in writing with the Customer to any specific appropriation, the Company shall have the right to appropriate any payment made by the Customer towards the satisfaction of any invoice outstanding from time to time as the Company in its absolute discretion thinks fit;
- 7.7 The Customer shall have no right to withhold payments due to the Company under any contract by reason of complaints in respect of this or any other contract with the Company; and cancellation of an Order (for whatever cause) can be made only with the Company's prior written consent and on payment of all the Company's loss of profits and costs.

## 8. INSURANCE

- 8.1 The Company shall maintain at its own cost a comprehensive policy of insurance to cover the liability of the Company in respect of any act or default for which it may become liable to indemnify the Customer under these terms
- 8.2 The Company shall not be responsible for insuring the Goods or Packaged Goods except as specified in 8.1

## 9. INDEMNITY

- 9.1 To the extent permissible under law the Customer will indemnify the Company against all liability for damages penalties claims costs and expenses to which the Company may become liable in respect of claims by any third party:

**24-7 Steller Packing Limited, Units V, X & Y. Paddock Wood Distribution Centre,**

**Transfesa Road, Paddock Wood, Kent. TN12 6UU**

**T: 01892 837847 -- Email: sarah@stellerpacking.co.uk**

**Company Registration No: 10938196 -- VAT No. 28450891**

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(a) arising directly or indirectly out of the Customer's use of the Packaged Goods including but not limited to any adverse effects upon the matter packed in the Goods and any fines impositions and penalties incurred or levied by reason of any act or default whatsoever by the Customer or any person responsible to the Customer; and/or

(b) in respect of any words, descriptions, copyright, trademarks, devices, designs, (registered or not) and infringements or actions of any kind relating to or arising from matter printed at the Customer's request or specifications for the Packaged Goods.

### 10. **FORCE MAJEURE**

10.1 The Company shall not be liable for failure to perform or for delay in performing any of its obligations under the Contract resulting from any Act of God, outbreak of hostilities, riot, civil disturbance, or acts of terrorism; the act of any government or authority (including refusal, delay in obtaining or revocation of any licence or consent); fire, explosion, flood, fog or bad weather; power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles; failure or inability of any computer, data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware to correctly recognise and/or respond to a date or time as its true, correct or intended calendar date or time and/or capture, save or retain and/or manipulate, interpret, instruct nor process any data and/or information and/or command or instruction as a result of treating any date otherwise than its true or correct calendar date and/or capture, save, retain or process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of or distortion of data or inability to save, retain or correctly to process such data on or after any date; default of suppliers or subcontractors; theft, malicious damage, strike, lockout or industrial action of any kind; or any cause or circumstance whatsoever beyond the Company's reasonable control.

10.2 As soon as reasonably practicable after any of the above occurs, the Company shall give notice to the Customer and shall be entitled to claim suspension of its obligations during the continuance of such occurrence provided that where practical the parties will use all reasonable endeavours to remove or avoid such occurrence as soon as possible.

### 11. **TERMINATION**

11.1 In any of the circumstances set out below the Company shall have the right to terminate any Order immediately:

(a) if the Customer shall default in or commit a breach of any of its obligations to the Company; or

(b) if any distress or execution shall be levied upon the Customer, its property or assets; or

(c) if the Customer shall make or offer to make any arrangement or composition with creditors or shall become insolvent or commit any act of bankruptcy or suffer the filing of a petition of bankruptcy or a receiving order in bankruptcy shall be presented or made against the Customer;

(d) if (where the Customer is a company) it shall become insolvent by reason of its inability to pay its debts as they fall due, or shall enter into liquidation whether voluntarily or compulsorily other than for the purposes of reconstruction or amalgamation, or shall have an administrator or administrative receiver appointed over any of its undertaking property or assets; or

(e) if the effect of any legislation, regulation, judgment, decree or order of the United Kingdom, or of the European Community, or of any other governmental or administrative agency having jurisdiction directly or indirectly over the Company or its suppliers shall adversely affect trading conditions or the terms of trade between such suppliers and the Company; or

(f) if the Customer's credit worthiness or standing is not in the Company's absolute discretion satisfactory.

11.2 Upon written notice of such termination being posted to the Customer's last known address, any Order shall be deemed to have been terminated, without prejudice to any claim remedy or right the Company might otherwise make or exercise.

### 12. **WAIVER**

No forbearance or indulgence on the Company's part in enforcing these Conditions shall prejudice the Company's strict rights under these Conditions nor shall it be construed as a waiver of such rights.

### 13. **SEVERANCE**

If any of these Conditions is rendered or held to be void or unenforceable in whole or in part, then it shall be unenforceable only to the extent that it is shown that it would not be lawful, fair or reasonable to allow reliance upon it and no further and the remaining Conditions shall remain in full force and effect.

### 14. **ASSIGNMENT**

The Customer shall not assign or transfer (in whole or in part) or purport to assign or transfer its rights or obligations under the Contract to any third party without the prior written consent of the Company.

### 15. **GOVERNING LAW AND JURISDICTION**

The Contract shall be governed in accordance with the laws of England. The Customer and the Company shall be subject to the non-exclusive jurisdiction of the English Courts.

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