Terms and Conditions of Sale

1. DEFINITIONS
Within these Terms and Conditions:
(a) “The Seller” means Abstract Incentives Ltd trading as Bagtrade
(b) “The Buyer” means the customer entering into a contract with the Seller.

2. APPLICATION OF THESE TERMS
(a) These terms apply to any contract entered into between the Buyer and Seller.
(b) These terms may only be varied with the written agreement of both Buyer and Seller confirmed by the signed agreement of authorised representatives of both Buyer and Seller.
(c) Nothing discussed between the Buyer and Seller before the contract is entered into (be it orally or in writing) forms part of these terms unless agreed in writing as per Clause 2(b).
(d) The waiver by the Seller of any term, or the failure of the Seller to insist on due and proper performance of the contract, whether deliberate or otherwise, shall not give rise to any future waiver or abandonment of the Seller’s rights under the contract or any other contract between the Buyer and Seller.

3. PAYMENT
(a) Payment is strictly pro-forma unless credit has been arranged, in which case payment is due 30 days from the end of the month the invoice is dated in.
(b) In the event that the total sum owed to the Seller by the Buyer exceeds the Buyer’s credit limit then all invoices issued by the Seller to the Buyer, irrespective of date, will fall due immediately and must be paid in full by the Buyer immediately that the Seller has notified the Buyer of this.
(c) If an invoice is not paid in full as set out in Clause 3(a) or 3(b) then:
   (1) The Buyer will be liable to pay interest on the balance owing in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.
   (2) The Seller will have the right to refuse to deliver any undelivered goods to the Buyer whether ordered under the contract in question or otherwise and no liability of             the Seller to the Buyer in respect of such refusal to deliver will arise; and
   (3) The Seller will have the right to terminate the contract.

4. TOLERANCE
The Seller will make reasonable efforts to supply the number and kind of goods contracted for, subject to the following provisions:
(a) The number of goods supplied, size of goods supplied and gauge of material used shall be subject to a tolerance of 10% above and below that specified by the Buyer.
(b) In the event of the Seller supplying more goods than agreed by the Buyer, the Buyer shall pay extra above the agreed contract price on a pro-rate basis.
(c) In the event of the Seller supplying fewer goods than agreed by the Buyer:
    (1) the price payable by the buyer shall be reduced from the agreed contract price on a pro-rate basis; and
    (2) the contract shall be deemed complete with the Seller being under no obligation to supply further goods.

5. DELIVERY DATE
(a) Any time of date stated by the Seller for delivery is given and is intended as an estimate only and the Seller shall not be liable to the Buyer for any loss or liability arising from any delay in deliver.
(b) The Buyer agrees that time shall not be of the essence of any contract between the Buyer and Seller.

6. FORCE MAJEURE
(a) If delivery is delayed by strikes, lock-outs, fire, accidents, defective materials, delays in receipt of raw materials of bought-in goods or parts or any other cause beyond the reasonable control of the Seller, a reasonable extension of time shall be granted and the Buyer shall pay such reasonable extra charges as shall have been caused to the Seller by the delay.
(b) If the delay persists for such time as the seller considers unreasonable the Seller may, without any liability to the Buyer, terminate the contract.

7. DISPUTES
The Buyer shall inform the Seller of any discrepancies with the goods, other than those falling within the tolerance defined at Clause 4 (a), within 7 days of delivery. In default of such notification the Buyer shall be deemed to have accepted the goods.

8. OWNERSHIP
(a) The goods remain the property of the Seller, even when delivered to the Buyer, until the first of the following events:
    (1) The Buyer pays all sums owed to the Seller in respect of the goods.
    (2) The Buyer sells the goods in accordance with Clause 8(b).
(b) The Buyer may use or sell the goods while they remain the property of the Seller under Clause 8(a) subject to the following conditions:
   (1) The Buyer must not be insolvent or the subject of any petition or order for bankruptcy or have entered into or offered to enter into any form of voluntary
        arrangement with creditors.
   (2) The Seller must not have told the Buyer that it must not use or sell the goods.
   (3) Any sale of the goods must be to a customer with no financial connection to the Buyer.
   (4) The Buyer must place the proceeds of sale into a separate account that must not be allowed to become overdrawn.
   (5) The Buyer agrees that such proceeds of sale are held on trust for the Seller and that the Buyer acts as the Seller’s fiduciary.
(c) While the goods remain the property of the Seller the Buyer must store them safely and separately from other goods.
(d) The Buyer remains liable to the Seller for the price of the goods whether or not the goods remain the property of the Seller.

9. RISK AND DAMAGE IN TRANSIT
(a) From the time of despatch of the goods from the Seller to the Buyer the risk of any loss or damage or deterioration of the goods from whatever cause shall be borne by the Buyer.
(b) If the Seller undertakes delivery of the goods then it shall not be liable for:
   (1) any loss, damage, deviation, delay or detention of the goods while in transit; or
   (2) any misdelivery or short delivery unless the Buyer gives the seller and the carrier a written notice of the Buyer’s complaint within 3 days of delivery of the goods to
      the Buyer.
(c) If the Seller undertakes delivery of the goods then it shall not be liable for any non-delivery or non-arrival of the consignment or any part of the consignment unless the Buyer gives the seller and the carrier a written notice of the Buyer’s complaint within 4 days of the date of notification to the Buyer of the despatch of the goods to the Buyer.

10. CLAIMS BY THE BUYER
(a) The Seller shall have no liability whatsoever for:
   (1) Consequential loss to the Buyer however it arises, including indirect losses and loss of revenue.
   (2) Any claim in relation to the condition of the goods notified to the Seller more than 3 months from the date of delivery of the goods to the Buyer.
(b) The Seller’s liability to the Buyer is in any event limited to the purchase price of the goods in question.

11. ARTWORK
(a) The price charged to the Buyer for printing plate origination includes provision of one proof for approval providing that the artwork does not require redrawing.
(b) Any further amendment to the artwork, including but not limited to changes to ink colours, bag size or general amendments) will incur a charge to the Buyer of £5.00 for each amendment.

12. INTELLECTUAL PROPERTY RIGHTS INDEMNITY
(a) The Buyer warrants to the Seller that any artwork provided to the Seller does not infringe any intellectual property right.
(b) The Buyer agrees to indemnify the Seller against any claim of infringement of copyright, design right or trade mark arising from the sale of goods supplied by the seller and against all costs and damages, including legal fees, which the Seller may incur in any claim or threatened claim for such infringement or for which the Seller may become liable as a result of such infringement.

13. LAW AND JURISDICTION
The contract between the Buyer and Seller is made under the law of England and Wales and any dispute between the Buyer and Seller is subject to the jurisdiction of the courts of England and Wales.