



## **Retail Credit Account – Terms & Conditions**

No amount of Credit will be granted unless first approved in writing

In order to apply for a Credit Account a CAF form must first be completed, reviewed and approved by our Insurance Brokers.

Under the terms of the Credit Account, the following parameters must be observed at all times:

1. A minimum spend of £5000.00 per month
2. Any client applying for an Account must first be able to demonstrate a three month trading history with Systempak OR the first order will be treated on a ProForma basis
3. Credit Levels/ Special Terms can be reviewed after six month's of satisfactory trading
4. Customers who exceed their agreed Credit levels will be required to make payment in order to bring it back into line
5. **Account holders will be expected to settle their accounts within 30 days of Invoice date.**
6. The Company reserves the right to impose an interest charge of 2% on all overdue Invoices
7. Persistent failure to adhere to payment terms will result in the facility being removed and a demand issued for immediate payment of all outstanding Invoices
8. *Special Terms or Prices may be amended/withdrawn at the suppliers discretion and may be governed by prevailing Exchange Rates etc*
9. In the event of Legal Proceedings being issued, all legal costs including any Debt Collection charges, will be borne by the client
10. All matters relating to goods supplied or returned are covered by our General Terms and Conditions

IBAN: GB72 NWBK 6021 3657 5066 20

Company Registration No: 05859776

BIC: NWBKGB2L

VAT Registration: 198 227 862

**Systempak, The Glove Factory, Brook Lane, Holt, Wiltshire, BA14 6RL**





## **Wholesale Credit Account – Terms & Conditions**

No amount of Credit will be granted unless first approved in writing

In order to apply for a Credit Account a CAF form must first be completed, reviewed and approved by our Insurance Brokers.

Under the terms of the Credit Account, the following parameters must be observed at all times:

1. A minimum spend of £5000.00 per month
2. All orders must comprise full pallets of a specific product to qualify for the top tier price. However, mixed pallets (20 cartons of no more than 3 products) will be accepted for the first two orders – at the Company's discretion
3. Any client applying for an Account must first be able to demonstrate a three month trading history with Systempak OR the first order will be treated on a ProForma basis
3. Credit Levels/ Special Terms can be reviewed after six month's of satisfactory trading
4. Customers who exceed their agreed Credit levels will be required to make payment in order to bring it back into line
5. Account holders will be expected to settle their accounts within 30 days of Invoice date.
6. The Company reserves the right to impose an interest charge of 2% on all overdue Invoices
7. Persistent failure to adhere to payment terms will result in the facility being removed and a demand issued for immediate payment of all outstanding Invoices
8. Special Terms or Prices may be amended/withdrawn at the suppliers discretion and will be governed by prevailing Exchange Rates etc
9. In the event of Legal Proceedings being issued, all legal costs including any Debt Collection charges, will be borne by the client
10. All matters relating to goods supplied or returned are covered by our General Terms and Conditions





## **GENERAL SALES TERMS AND CONDITIONS**

1. These are the terms on which we supply goods and services (abbreviated throughout these terms to 'goods'). No variation to these terms nor any other terms supplied by you, shall be of any effect unless specifically accepted by us in writing
2. Our quotation indicates the terms on which we may be prepared to perform a Contract. It does not form a contractual offer. Our quotation is unless otherwise stated valid to that extent for twenty eight days.
3. Our price includes packaging and delivery but excludes: (i) VAT and any other duties or taxes (ii) any artwork amendments required to make your artwork print ready will be subject to an additional charge.
4. If there is any increase in the costs to us of performing the contract the price may be increased to cover that.
5. Accepted orders may not be suspended or cancelled without our prior written consent. At our option we may release you from the contract upon
6. All dates and periods quoted for performance are estimates only. Time is not of the essence. We shall not be liable for any failure to comply with such estimates.
7. We will not be liable for failure to perform if such failure is due to circumstances beyond our reasonable control.
8. We will deliver the goods to such premises within the UK as you specify. Any worldwide delivery required will incur an additional cost which you will be liable for, any taxes or duties will also be payable by you.
9. In the event that delivery is delayed to your failure to accept goods, difficulties in gaining access to the specified premises or delays in unloading you will reimburse all extra costs incurred as a result.
10. Any claims for loss or damage in transit must be submitted to us in writing, alongside images within five working days of the arrival of the goods. We are not liable for claims presented outside the given timeframe. Our liability for such claim may include but is not limited to, replacement goods at no additional cost where excessive damage is present, partial replacement of affected goods at no additional customer cost, where the customer chooses to retain some of the goods, collection of goods and a full refund as requested by the customer, a pro-rata refund where the customer wishes to retain some of the goods, a credit note or discount voucher where the majority of the goods are used or are in use subject to the customer's consent.
11. Reported damage constituting less than 2.5% of the items received is deemed to be within the satisfactory quality tolerance and a refund would not apply.
12. We warrant that all printing, will on dispatch comply with the proof signed off and will on dispatch be free from defects in material and workmanship.
13. All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Except in the case of death or personal injury caused by our negligence, we will not be liable to you by reason of any representation, implied warranty, condition or other term, any duty at common law or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by our negligence or otherwise) which arises out of or in connection with the goods.
15. Title of the goods will pass to you upon payment of all amounts due under this contract and of all other sums due to us from you on any other account whatsoever.
16. Until such time as all invoices rendered and all sums due from you to us have been paid in full we may retain possession of any items of your property which we have in our possession.
17. In the event you cease or threaten to cease to carry on business, make a voluntary arrangement with your creditors or become subject to any formal or informal procedure relating to insolvent persons or companies (including where an administrator takes possession of or a receiver is appointed over any of your property or assets) then in any such case that event shall be deemed a breach of contract on your part, all invoices rendered on any contract shall become immediately due and payable and at our option we may cancel the unperformed part of the contract without further liability. We may sell any goods over which we have a lien and appropriate the proceeds of sale towards satisfaction of any amounts due to us. We will account to you for any balance. We may at our option claim as liquidated damages for breach of all costs incurred by us in performing the contract including a charge for labour, die's and or presses at our rate.
18. Where goods are supplied in accordance with any description specification or sample supplied by you you will indemnify us in full against all liabilities, costs or expenses incurred or suffered by us in respect of our use in the contract of that description, specification or sample including without limitation any allegation that the goods infringe the rights of any person, firm, company or other artificial organisation or infringe any statute, regulation or legal requirement.
19. The above provisions are in addition to all our rights at general law, none of which shall be limited in any way whatsoever. Failure on our part to exercise or any delay in exercising any of our rights, shall not be deemed to be a variation of this or any subsequent contract nor shall they adversely affect those rights in any way whatsoever.



Systempak, The Glove Factory, Brook Lane, Holt, Wiltshire, BA14 6RL