



**Terms and Conditions of Trade for Inka Presswood Pallets Ltd (Co. Reg. No. 01863766)**

**Definitions**

"Buyer"	Any buyer of Goods from the Company
"Conditions"	These terms and conditions of trade
"Contract"	The contract between the Buyer and the Company for the Goods
"Company"	Inka Presswood Pallets Ltd (Co. Reg. No. 01863766) whose registered office is at Unit 1, Horndon Industrial Park, West Horndon, Brentwood, Essex CM13 3XL
"Goods"	Any goods supplied by the Company as part of an Order
"Order"	An order for Goods placed by the Buyer with the Company

**Contract Formation, Price, Ordering, and Payment**

1. The Contract shall be on the Conditions to the exclusion of all other terms and conditions.
2. The Conditions apply to all the Company's sales of Goods and any variation to the Conditions shall have no effect unless expressly agreed in writing and signed on behalf of the Company.
3. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
4. All prices for the Goods are as quoted in the Company's current published price lists, and are quoted in Sterling, exclude works, and exclude VAT, unless otherwise stated.
5. The price for the Goods shall exclude all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay.
6. Orders, whether sent to the Company or given to the Company's representatives and whether verbal or in writing do not constitute a contract until they have been accepted by the Company, either by written acknowledgement or by the Company sending the goods involved.
7. Placing an Order with the Company will be deemed by the Company as your acceptance of the Conditions
8. Initial orders, and orders for less than £250 total value will be dispatched against payment of a pro-forma invoice or on a cash on delivery ("COD") basis.
9. Monthly accounts are at the discretion of the Company and will only be considered after you have:
  - a. provided the Company with sufficiently adequate references, which must be a minimum of a bank and two trade references; and
  - b. accepted the Conditions.
10. Orders of less than £50 value cannot be accepted.
11. Once the Company accepts an Order from the Buyer, that Order cannot subsequently be cancelled by the Buyer.
12. All invoices for the Goods must be paid in full without any deduction whatsoever whether by way of set-off, counterclaim, discount, abatement or otherwise as a net monthly account i.e. payment is due at the end of the month following the month in which the goods are delivered.
13. No payment shall be deemed to have been received by the Company until the Company has received cleared funds.
14. Interest will be charged on any invoice unpaid by the date required by clause 12 accruing on a daily basis from the date of the invoice until payment is made at the rate of 4% above the Bank of England's base lending rate.

**PALLET BLOCKS**

**PRESSWOOD<sup>®</sup> PALLETS**

**PLASTIC PALLETS**

**CAPACITAINER<sup>®</sup> PALLET BOX**

Inka Presswood Pallets Ltd. Unit 1 Horndon Industrial Park, West Horndon, Brentwood, Essex. CM13 3XL

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F. (+44) 01277 811971

VAT N° 815 0057 64

Registered Office at above address

Inka Presswood Pallets Ltd is a company registered in England  
with company registration number 1863766  
Directors: M.C. Springham; C. Vierhouten ~ Est. 1985

sales@inkapallets.co.uk  
www.inkapallets.com

'INKA', 'INKA Pallets' and 'Presswood' are registered trade marks of Inka Presswood Pallets Ltd.



15. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998
16. Time for payment of invoices shall be of the essence.
17. The Company may withhold further supplies of Goods if sums owing to the Company from the Buyer are overdue.

#### **Delivery**

18. Any dates specified by the Company for delivery of Orders are intended to be an estimate and time for delivery shall not be made of the essence by notice. If the Company does not specify a delivery date for an Order delivery shall be within a reasonable time.
19. The Company may deliver Orders in several instalments.
20. The Company reserves its rights to over-deliver or under-deliver up to 10% of any Order, either by value or by volume.
21. Delivery to the Company's carrier shall be deemed delivery to the Buyer.
22. The Company accepts no responsibility for loss or damage to any Goods in transit.
23. The Buyer shall provide at its requested delivery location and at its expense adequate and appropriate equipment and manual labour for unloading the Goods.
24. If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company, or the Company's carrier, is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
  - a. risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
  - b. the Goods shall be deemed to have been delivered; and
  - c. the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
25. The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
26. Any claims for shortages, or in respect of damage, cannot be entertained unless the Company is notified in writing within five days from receipt of Goods. Damaged goods must be retained unused for inspection by the Company. Any Goods found to be defective will be credited or replaced free of charge but no claim for labour charges or expenses or other consequential damage will be allowed.
27. Goods conforming to the Order and correctly supplied will not be accepted back for credit except by prior arrangement, when the right is reserved to levy a handling charge to reflect the additional administrative and transit expenses incurred.
28. If an Order is accepted for manufacture by the Company for deliveries to be called off by the Buyer, then, failing collection by the Buyer 30 days after each delivery is due, the Company will be entitled to charge storage for goods remaining uncollected, treat the title to the goods as having passed, and invoice for the balance of the order/contract.

#### **Quality**

29. The Company warrants that (subject to the other provisions of the Conditions) on delivery the Goods shall:
  - a. be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
  - b. be reasonably fit for purpose



30. The Company shall not be liable for a breach of the warranties in clause 29 unless:
- the Buyer gives written notice of the defect to the Company within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
  - the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business for the examination to take place there.
31. The Company shall not be liable for a breach of the warranties in clause 29 if:
- the Buyer makes any further use of such Goods after giving such notice; or
  - the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
  - the Buyer alters or repairs such Goods without the written consent of the Company.
32. Subject to clauses 30 and 31, if any of the Goods do not conform with the warranties in clause 29, the Company shall at its option repair or replace the Goods provided that, if the Company so requests, the Buyer shall return the defective Goods to the Company.
33. If the Company complies with clause 32 it shall have no further liability for a breach of the warranty in clause 29 in respect of such Goods

**Risk / Title**

34. Goods are at the risk of the Buyer once they are passed to the Company's carrier.
35. Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- the Goods; and
  - all other sums which are or which become due to the Company from the Buyer on any account.
36. Until ownership of the goods has passed to the Buyer, the Buyer shall:
- hold the Goods on a fiduciary basis as the Company's bailee; and
  - store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property; and
  - not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and
  - Upon request of the Company, deliver up such of the goods as have not ceased to be in existence; and
  - Not pledge or in any way charge by way of security for any indebtedness the goods which are the property of the Company
37. The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
38. Until ownership of the Goods has passed to the Buyer the entire proceeds of sale or otherwise of the goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.



39. The Buyer's right to possession of the Goods shall terminate immediately if:
- a. the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
  - b. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
  - c. the Buyer encumbers or in any way charges any of the Goods.
40. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
41. The Buyer grants the Company, its agents, its sub-contractors, and its employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
42. Where the Company is unable to determine whether any property in the possession of the Buyer consists of Goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
43. On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in the conditions 34 to 42 inclusive shall remain in effect.
44. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

#### **Limitation of Liability**

45. **This section sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:**
- a. **any breach of the Conditions;**
  - b. **any use made or resale by the Buyer of any of the Goods; and**
  - c. **any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.**
46. **All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.**
47. **Nothing in these conditions excludes or limits the liability of the Company for:**



- a. death or personal injury caused by the Company's negligence; or
- b. fraud or fraudulent misrepresentation.

**48. Subject to clauses 46 and 47:**

- a. the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods; and
- b. the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated saving, depletion of goodwill and similar loss), or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract or any costs, damages, charges or expenses caused or incurred directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

**Force Majeure**

49. The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of Goods ordered by the Buyer (without liability to itself or the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, failure of sub-contractors, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

**General**

50. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
51. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
52. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

**Whole Agreement**

53. The Contract constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter that it covers.

**Law and Jurisdiction**

54. The Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
55. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter