

TERMS AND CONDITIONS

The word "Company" means **Carried Away Bags Ltd.** A signed order from the "buyer", or a signed "credit application" shall be deemed acceptance by the buyer of these Terms and Conditions. We reserve the right to amend these Terms and Conditions at any stage.

1. PRICES

The prices stipulated by the Company and relating to this contract are based on rates and costs as at the date of quotation. The prices shall be adjusted by the amount of any increase in any costs due to circumstances beyond the control of the Company between the date of the quotation and the date of delivery. The price of the goods is exclusive of G.S.T. which is payable by the Buyer.

2. RISK

The risk of any loss or damage to or deterioration of the goods due to any cause whatsoever shall be borne by the buyer from the time when the goods are delivered as defined in Clause 3 hereof provided that should the goods remain on the Company's premises or with a carrier due to failure of the buyer to accept the goods or at the request of the buyer all such risk shall be borne by the buyer from the date of the buyer's failure or request as the case may be.

3. DELIVERY

Delivery shall be made at the place indicated. The buyer shall accept the goods on or before the date specified for delivery in the Company's quotation/ order form or acceptance, or if the Company is unable to make delivery at this time, on such later date as the Company is able to make delivery and if the buyer fails to accept the goods or requests a delay in delivery the buyer shall pay reasonable storage charges until such time as delivery is made. If the buyer refuses to accept delivery the price for the goods is payable when the Company advises the buyer that it is able to effect delivery. The Company shall not be liable for failure to deliver or for delay in delivery for any causes whatsoever beyond the Company's control.

4. QUANTITY

There shall be an allowance variation in the quantity of products delivered by the Company amounting to ten per cent above or below the quantity specified in the Company's quotation or order and such delivery shall be accepted as full settlement of the buyer's order or the Company's quotation. Payment shall be made at the contract rate in respect of the actual quantity delivered.

5. CONTRACT

Unless otherwise stipulated by the Company, the Company may withdraw any quotation at any time. If not withdrawn it remains open for acceptance for a maximum period of one month from the date of the quotation and thereafter shall be deemed to be withdrawn. These terms and conditions shall be included as terms and conditions in any contract resulting between the parties and in the case of any conflict arising between the terms and conditions hereof or the terms of the buyer's order, the terms and conditions hereof shall prevail. All other warranties, representations and conditions as to fitness or suitability or otherwise and whether express or implied are expressly excluded. No agent or representative of the Company is authorised to make any representations, statement warranties, conditions or agreements not expressly set forth in the quotation and the Company is not in any way bound by any such unauthorised statements nor can any such statement be taken to form part of the main contract with the Company. The intended use for the products or goods must be clearly stated by the Buyer to the Company and any special requirements for the products or goods or any unusual use to which they may be put must be expressly stated in writing by the buyer and accepted in writing by the Company. All goods are supplied to standard manufacturing tolerances for size, colour, thickness, ink colours etc. The buyer consents to their finished bag samples being used by the Company for promotional purposes.

6. CLAIMS/ CANCELLATIONS

- a) Any complaint must be made in writing within ten days of the receipt of goods after which period no claim will be valid. We shall have the option of replacing defective goods supplied. Any claim will be limited to the value of goods and services provided.
- b) Any cancellation of any order will only be accepted by the Company subject to all expenses incurred and the recovery costs of those expenses being met to protect the Company from any loss.

7. PATENTS, DESIGNS AND ORIGINATION

Where the Company has followed a design or instructions furnished or given by the Buyer the Buyer shall indemnify the Company against all damages, penalties, costs and expenses that the Company may become liable for through any work required to be done in accordance with these instructions involving an infringement of a patent, trademark, registered design or common law right. The Buyer on his part warrants that any design or instructions given by him shall not be such as will cause the Company in the execution of the order to infringe any patent, registered design, trademark or common law right. Printing plates, filmwork, artwork and all other equipment for specific use in the manufacture of the goods (other than those items supplied by the buyer) remain the property of the Company unless the cost has been fully recovered by the Company. Art, film, dies, knives and plates will be retained by the Company or its agents for at least three years, after which time these items may be disposed of at the discretion of the Company.

8. PAYMENT

Payment shall be made in full, on or before the 20th day of the month following delivery and without deduction. No payment shall be withheld or reduced by virtue of any alleged setoff, counterclaim or otherwise. Time shall be of the essence. Interest shall be paid at 2% per month on all outstanding amounts from date on which payment was due until actual date of payment. The customer shall reimburse the Company of all collection costs including Solicitors fees, Court costs and charges, if any. Payment by cheque shall not be deemed payment until the cheque has been paid by the customer's banker and credited to the account of the Company.

9. OWNERSHIP

Title to the goods is retained by the Company and shall only pass to the client when payment has been received in full. If payment is not made in accordance with the provisions hereof the Company and its agents shall be at liberty at any time and at its discretion, without notice to the buyer, retake possession of the goods and for that purpose to enter upon the premises where the goods are and to remove and repossess the same. The Company shall not be liable to the client nor to any third party for such recovery nor for any resultant loss or damage and the client indemnifies the Company from any claims made against it by any third party in respect of any such loss or damage. On repossessing the goods, the Company shall be at liberty to cancel the contract and resell the goods at such time and for such price and on such terms and conditions as it deems appropriate. The Company shall be at liberty to recover any deficiency from the client. No art, film, plates, dies or other equipment shall be released to the buyer until all monies outstanding to the Company are paid in full.