

CARRIERBAGSHOP

REUSE | RECYCLE | RESTORE

Carrier Bags, Gift Packaging & Promotional Items



Terms & Conditions

Thank you for confirming your order with Carrier Bag Shop.

Below are a list of **terms and conditions** and things that you need to be aware of. Please check the details on your Order Acknowledgment carefully, tick the boxes to confirm you have read the terms below, sign the form and simply fax it back to us in order for us to complete your order.

Pro-forma Payment on all Orders is required

Please note that we will require payment in advance for all new orders. Should you then wish to open a credit account, you will be required to complete a form. This can take up to 14 days. You can pay by BACS transfer, cheque, debit card or credit card. All Credit Cards are subject to a 2% surcharge.

(Please tick here) ☒

Orders are subject to a quantity tolerance of 15%

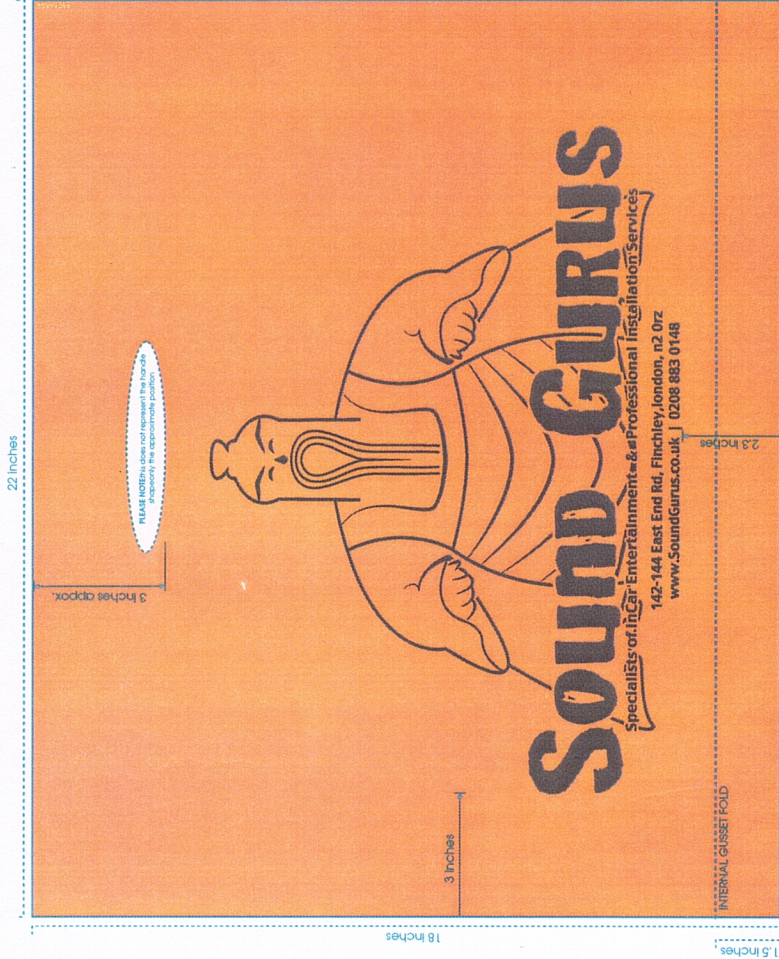
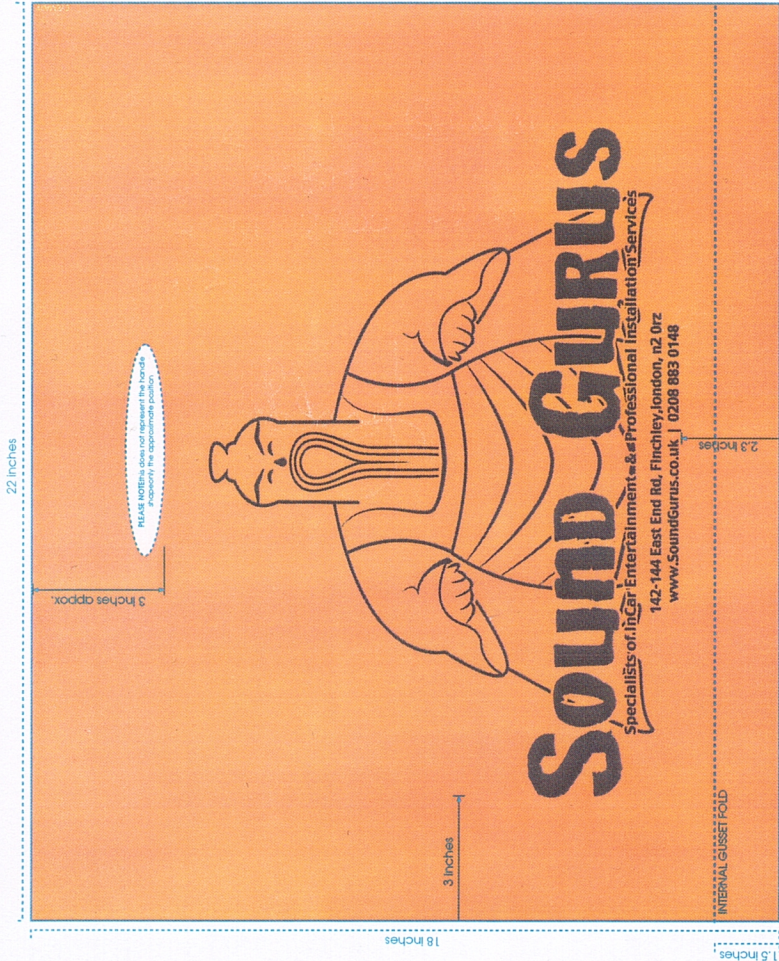
Orders for plastic and 'automatic' print are subject to a quantity tolerance of up to 15% up or down. During the manufacturing process it is almost impossible in certain cases to get an exact quantity. Certain products are more difficult to maintain than others – the tolerance level does not apply to overprinted stock items. Should you have any queries or concerns then please speak to your sales advisor.

(Please tick here) ☒

I confirm the details on the order acknowledgement and that I have read and understand your Terms and Conditions in full.

Name: NISH BRIMSTON Company Name: SOUND QUEENS

Signed: [Signature] Position: DIRECTOR



CYAN IS TO SHOW MANUFACTURING INSTRUCTIONS AND BAG & DESIGN FEATURES

THE COLOURS SHOWN HERE ARE FOR VISUAL PURPOSES ONLY.
PLEASE REFER TO A PANTONE GUIDE FOR ACTUAL REPRESENTATION

Job Specifications

Q JOB NO.	APPROVAL
REFERENCE	SPECIAL INSTRUCTIONS
SOUND GURUS	PRINT AREA: 16" x 11.3"
BAG SIZE	VERSION
22" x 18" x 3"	2

OPERATOR	COLOURS	SIDE
RDE	1 BLACK	1
DATE	2	2
30.1.2011	3	3
VERSION	4	4
2	5	5
	6	6
	7	7
	8	8
	ORANGE	

QUALIFLEX
BEFORE YOU SIGN THIS PROOF
THE FOLLOWING CAREFULLY
ATTENTION: This bag is NOT a liability. It may contain errors. Please check ALL details carefully. If you find any errors, please contact us immediately. If all the details are correct, please sign and return this proof to us. The bag will be printed with the final design. If you find any errors, please contact us immediately. If all the details are correct, please sign and return this proof to us. The bag will be printed with the final design.
PLEASE NOTE: Once you have signed and returned this proof, we will not be responsible for any errors or omissions. Please ensure you have signed and returned this proof to us.
APPROVED
SIGN
DATE
PLEASE PRINT

STEP ROUND	STEP ACROSS	CYL SIZE
1	1	TBC
PLATE THICKNESS	FILM SIZE	FILM THICKNESS
TBC	TBC	TBC

BAG STYLE
VARI-GAUGE BAG
PRINTED BOTH SIDES

QUALIFLEX
BEFORE YOU SIGN THIS PROOF
THE FOLLOWING CAREFULLY
ATTENTION: This bag is NOT a liability. It may contain errors. Please check ALL details carefully. If you find any errors, please contact us immediately. If all the details are correct, please sign and return this proof to us. The bag will be printed with the final design. If you find any errors, please contact us immediately. If all the details are correct, please sign and return this proof to us. The bag will be printed with the final design.
PLEASE NOTE: Once you have signed and returned this proof, we will not be responsible for any errors or omissions. Please ensure you have signed and returned this proof to us.
APPROVED
SIGN
DATE
PLEASE PRINT

18th Bham, J1

CARRIERBAGSHOP

Carrier Bags and Retail Packaging Supplies



Unit C18, Hastingwood Trading Estate
Harbet Road, London, N18 3HU
T: 08712-300-980
F: 08712-300-981

Credit/Debit Card Payment Form

Title: MR
First Name: NISHUL
Last Name: BHIMJI
Job Title: DIRECTOR
Company: SOUND GUNS LTD.
Address: 142-144 EAST END ROAD, FINCHLEY, LONDON
Postcode: N2 0RZ
Phone: 0208 8830148 Fax: —
Email: Sales @ Soundguns.co.uk

We accept **MasterCard, Visa** (please specify debit OR credit card), **Delta, Switch/Maestro, Solo and Electron.**

Name on card: MR N BHIMJI
Card type: VISA DEBIT
Card number: 4751 2800 4209 3675
Exp. Date: 11/12 Security number: 410
Start Date/Issue number (Switch/Maestro only): 11/09

Signed: 

**Please make sure ALL fields are filled in.*

Rose Packaging (Online) Ltd
CARRIERBAGSHOP
Terms and Conditions of Sale

Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

12. Quantity Variations

- 13.1 A convention in packaging allows manufacturers to deliver up to plus/minus 15% on the contract quantity and invoice for the actual amount delivered. This is to avoid waste and for environmental reasons. If for any reason you are not happy with accepting this, please let us know before placing your order. After this time the purchaser is liable to pay for any extra production. Under production will of course be discounted.
- 13.2 If the purchaser has been given any discounts, any invoice or credit note for over or under production will also be at the discounted rate.
- 13.3 This does not apply to plain stock design bags, in this case quantity variations are limited to 2.5%.

13. Contract Default or Order Cancellation

- 13.1 If in the case that the contract involves more than one delivery, if default is made in payment on the due date for any one delivery, Rose Packaging (Online) Limited reserves the right to treat the contract as repudiated by the purchaser and claim damages accordingly.
- 13.2 A contract cannot be cancelled except through mutual agreement and then only on terms which would fully indemnify Rose Packaging (Online) Limited.

14. Force Majeure

- 14.1 The Seller shall not be liable to the Buyer nor be deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the contract if the delay or failure was due to any cause beyond the Seller's reasonable control. The following shall (without limitation), be regarded as cause beyond the Seller's reasonable control:-
- 14.1.1 act of God, explosion, flood, tempest, fire or accident;
- 14.1.2 war or threat of war, sabotage, insurrection, terrorism, civil disturbance or requisition;
- 14.1.3 acts, restriction, regulations, bye-laws, prohibitions or measures of any kind on the part of any kind on the part of my government, parliamentary, or local authority;
- 14.1.4 import or export regulations or embargoes;
- 14.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 14.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 14.1.7 power failure or breakdown in machinery.

15. Specifications and Instructions

- 15.1. Unless the Seller agrees otherwise, only the specifications referred to in the question shall form part of the Contract.
- 15.2. The Seller reserves the right subject to giving prior written notice to the Buyer to modify the said specifications where the Goods cannot in the opinion of the Seller be produced according to the said specifications and the Buyer agrees to accept the Goods as produced according to the specifications so modified in satisfaction of the Seller's obligations as to production of the Goods under the Contract.

16. Intellectual Property

- 16.1 Where applicable, all specifications, drawings, designs and technical description, and all information and "knowhow" whatsoever supplied by the Seller to the Buyer is as between the Seller and the Buyer the Seller's copyright and property and shall at all times be treated by the Buyer as confidential and shall not without the prior written consent of the Seller be used by the Buyer except for the purposes of the Contract.
- 16.2 The Buyer will indemnify the Seller against all actions claims demands costs charges, penalties, royalties and expenses arising directly or indirectly or incurred by reason of any infringement or alleged infringement of or any right attributable to any instructions, specifications or designs whether express or implied supplies by the Buyer to the Seller.
- 16.3 We reserve the right to use your printed bags for our marketing purposes. If you do not wish us to do so then please inform us in writing.

17. Termination

- 17.1. Without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to terminate the Contract if;
- 17.1.1 The buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 17.1.2 An encumbrancer takes possessions of or a receiver is appointed over any of the property or assets of the Buyer; or
- 17.1.3 The Buyer ceases, or threatens to cease, to carry on business; or
- 17.1.4 The Buyer has not paid the Price, Additional Charges (or part thereof) in accordance with Conditions 10 & 11 and such amount remains outstanding after 30 days; or
- 17.1.5 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

- 17.2 And if the Goods have been delivered but not paid for, the Price together with any Additional Charges shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

- 17.3 Where the Contract is terminated under Condition 17.1, the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

- 17.4 For the avoidance of doubt, in the event of termination of this Contract at any time, the Buyer shall be liable to the Seller for the part of the price and any Additional Charges reasonable and properly incurred up to and including the date of the termination.

18. Warranties and Liability

- 18.1. The Seller warrants that (subject to the other provisions of these Conditions) upon delivery the Goods shall correspond with the Seller's specification for them on delivery.
- 18.2. The Seller shall not be liable for any defect in the specification or performance of the Goods if such defect is due to inaccurate or insufficient information instructions or drawings being supplied to the Seller by the Buyer (or agent/employee/representative thereof) at the request of the Seller or otherwise.
- 18.3. Any warranty given in these Conditions shall not apply to any modification and/or repair carried out to the Goods without the Seller's prior approval in writing.
- 18.4. Subject as expressly provided in these Conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 18.5. The Buyer shall not be entitled to reject the Goods where the alleged defect or breach of contract is so slight that it would be unreasonable for the Buyer to reject the Goods.
- 18.6. Where any valid claim in respect of the Goods is made by the Buyer the Seller shall be entitled to replace or repair the Goods (or the part in question), at the Seller's sole discretion, refund to the Buyer the prices of the relevant Goods (or a proportionate part of the price for the relevant Goods), and the Seller shall have no further liability to the Buyer.
- 18.7. Seller's liability in connection with the sale of the Goods and the provision of the Services to the Buyer shall be as follows:-
- 18.7.1. in respect of death or personal injury, the Seller's liability shall be unlimited
- 18.7.2. in respect of contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of the Contract shall be limited to the Price in aggregate;
- 18.7.3. in respect of any loss goodwill or for any type of consequential, special or indirect loss or damage howsoever caused the Seller's liability shall be nil.

Confirmation

I hereby confirm that I have read the Terms and Condition in full and will abide by each of the points made. I understand my obligations to Rose Packaging (Online) Limited and the obligations or Rose Packaging (Online) Limited to me as a client. I hereby confirm that I am in a position to sign these Terms as an authorised representative of my company.

Signature: _____

Name: _____

Company Name: _____

Position: _____

Date: _____