



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions:

Buyer means the person, company or organisation purchasing Goods or Services from the Company.

Company means Ecoflexibles Limited.

Contract means any contract between the Company and the Buyer for the supply of Goods and/or Services incorporating these Conditions.

Goods means all goods, products, printed materials, packaging, labels, flexible packaging, large format graphics, display products, consumables and associated items supplied by the Company.

Services means all design, artwork, reprographic, pre-press, printing, finishing, storage, fulfilment, logistics and related services supplied by the Company.

Working Day means any day other than a Saturday, Sunday or public holiday in England.

1.2 Headings are for convenience only and shall not affect interpretation.

2. BASIS OF CONTRACT

2.1 These Conditions shall apply to all quotations, orders and Contracts and shall prevail over any terms proposed by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in writing by a Director of the Company.

2.3 A quotation does not constitute an offer and may be withdrawn at any time prior to acceptance.

2.4 A Contract shall only arise when the Company issues written acceptance of the Buyer's order.

3. QUOTATIONS AND ORDERS

3.1 Quotations are valid for thirty (30) days unless otherwise stated.

3.2 The Company reserves the right to amend quoted prices where raw material costs, freight costs, duties, exchange rates or energy costs materially increase before production commences.

3.3 Orders placed by the Buyer may not be cancelled without the Company's written consent.

3.4 The Buyer shall indemnify the Company against all losses, costs and liabilities arising from cancellation.

4. PRICES

4.1 Prices are exclusive of VAT unless expressly stated.

4.2 VAT and any other applicable taxes shall be charged at the prevailing rate.

4.3 The Company reserves the right to revise prices where agreed industry indices, material costs, transport costs or external charges increase.

5. DELIVERY

5.1 Delivery dates are estimates only.

5.2 Time shall not be of the essence unless expressly agreed in writing.

5.3 The Company shall not be liable for losses arising from delayed delivery.

5.4 Risk in the Goods shall pass to the Buyer upon delivery.

5.5 If the Buyer fails to accept delivery, delivery shall be deemed completed and the Company may store the Goods at the Buyer's risk and expense.

6. STOCK HOLDING, CALL-OFF ORDERS AND AGED STOCK

6.1 Where Goods are manufactured, purchased or held in stock on behalf of the Buyer, the Buyer shall provide an agreed delivery schedule.

6.2 Stock will only be held by Ecoflexibles with prior agreement, any stock held will be delivered within the agreed times frames.

a) Be invoiced immediately in full;

b) Be disposed of, recycled or destroyed where storage is no longer commercially viable.

6.3 All storage, handling, transport, recycling and disposal costs shall be payable by the Buyer.

6.4 The Company accepts no liability for deterioration, ageing, colour change, adhesive degradation, environmental damage or obsolescence arising from extended storage.

7. CUSTOMER UNDERWRITTEN MATERIALS

7.1 Any materials purchased, reserved, converted or manufactured specifically for a Buyer's requirements shall be deemed Customer Underwritten Materials.

7.2 Customer Underwritten Materials may include, but are not limited to:

- paper;
- film;
- laminates;
- plates.

7.3 The Buyer shall be liable for the full cost of all Customer Underwritten Materials whether used or unused.

7.4 Such materials may be invoiced immediately upon purchase or allocation.

7.5 Cancellation, postponement, reduction of quantities or obsolescence shall not relieve the Buyer of liability.

8. SPECIFICATIONS, SAMPLES AND PROOFS

8.1 Goods produced in accordance with approved specifications, proofs, samples or artwork shall be deemed compliant.

8.2 Samples are intended only as a guide and shall not constitute an exact representation of the final product.

9. ARTWORK APPROVAL

9.1 The Buyer shall be solely responsible for checking all artwork, proofs, samples and approvals.

9.2 Approval by the Buyer shall constitute acceptance of:

- spelling;
- grammar;
- dimensions;
- colours;
- layouts;
- logos;
- barcodes;
- QR codes;
- regulatory information;
- legal compliance;
- positioning of artwork.

9.3 The Company shall not be liable for errors contained within approved artwork.

10. CUSTOMER-SUPPLIED FILES

10.1 The Company shall not be liable for errors contained within files supplied by the Buyer.

10.2 This includes:

- low-resolution images;
- incorrect colour profiles;
- missing fonts;
- corrupted files;
- hidden layers;
- transparency issues;
- overprint errors;
- artwork construction errors.

10.3 The Buyer remains responsible for all supplied content.

11. PRINTING AND MANUFACTURING TOLERANCES

11.1 The Buyer acknowledges that all printing and manufacturing processes are subject to recognised industry tolerances.

11.3 The Company shall not be liable for claims arising solely from such tolerances where the Goods remain fit for purpose.

12. COLOUR MATCHING

12.1 Exact colour matching cannot be guaranteed.

12.2 Variations may occur between:

- digital proofs;
- press proofs;
- previous production runs;
- Pantone references;
- substrates;
- production equipment.

12.3 Such variations under 12.2 shall not constitute defects.

13. CLAIMS, SHORTAGES AND DEFECTS

13.1 The Buyer shall inspect Goods immediately upon delivery.

13.2 Claims for visible damage, shortages or defects must be notified within 72 hours of delivery.

13.3 Claims in relation to material functionality will not be accepted should these be outside of the agreed material shelf life, which is 12 months from manufacturing date.

14. LIMITATION OF LIABILITY

14.1 Subject to clause 14.4, the Company's total liability shall not exceed the invoice value of the Goods giving rise to the claim.

14.2 The Company shall not be liable for:

- loss of profit;
- loss of business;
- loss of goodwill;
- loss of contracts;
- indirect loss;
- consequential loss.

14.3 The Buyer shall take all reasonable steps to mitigate losses.

14.4 Nothing in these Conditions excludes liability for death or personal injury caused by negligence or any liability that cannot lawfully be excluded.

15. CANCELLATION OF ORDERS

15.1 General

No order accepted by the Seller may be cancelled, amended, suspended, or deferred by the Buyer except with the Seller's prior written consent and upon terms that indemnify the Seller against all losses, costs, expenses, damages, and liabilities incurred as a result of such cancellation, amendment, suspension, or deferment.

15.2 Standard Products

Where an order relates solely to standard stock products and production has not commenced, the Seller may, at its sole discretion, accept a cancellation request. The Seller reserves the right to charge a cancellation fee of up to twenty percent (20%) of the order value or such higher amount as is necessary to recover costs reasonably incurred prior to cancellation.

15.3 Manufactured, Customised or Made-to-Order Products

Orders for products manufactured to the Buyer's specification, including but not limited to printed films, bespoke film constructions, custom widths, special coatings, laminates, colours, or any non-standard products, may not be cancelled once:

- raw materials have been ordered or allocated;
- artwork has been approved;
- production scheduling has commenced; or
- manufacturing has begun.

Where the Seller agrees to a cancellation after any of the above events, the Buyer shall be liable for all costs incurred by the Seller, including but not limited to raw materials, work in progress, tooling, artwork, cylinders, plates, packaging, storage, disposal costs, and a reasonable allocation of manufacturing and administrative overheads.

15.4 Cancellation Charges

Without limiting the Seller's rights, cancellation charges may include:

- the full cost of any bespoke or non-returnable materials purchased for the order;
- the value of work completed up to the date of cancellation;
- costs associated with production planning and machine time reserved;
- storage, handling, and disposal costs relating to completed or partially completed products;
- any costs or liabilities incurred by the Seller to third-party suppliers.

The Seller shall provide reasonable evidence of such costs upon request.

15.5 Completed Products

Where products have been completed, are in production, or have been dispatched, the Buyer shall remain liable for the full contract price, regardless of whether delivery is accepted.

15.6 Seller's Rights

The Seller reserves the right to cancel or suspend any order without liability where:

the Buyer fails to make payment when due;

the Buyer becomes insolvent or is reasonably believed to be unable to meet its financial obligations;

the Buyer breaches these Terms and Conditions; or

circumstances beyond the Seller's reasonable control prevent or materially hinder performance of the contract.

In such circumstances, the Seller shall be entitled to payment for all products supplied and all work undertaken up to the date of cancellation.

16. BUYER INDEMNITY

The Buyer shall indemnify the Company against all liabilities, claims, costs, losses and expenses arising from:

- a) Buyer specifications;
- b) Buyer artwork;
- c) Buyer instructions;
- d) infringement of third-party rights.

17. INTELLECTUAL PROPERTY

The Buyer warrants that all artwork, designs, trademarks, logos, text and images supplied may lawfully be reproduced.

18. QUANTITY TOLERANCES

18.1 The Company may deliver up to ten per cent (10%) more or less than the quantity ordered.

18.2 The Buyer shall pay for the actual quantity supplied.

19. RETENTION OF TITLE

19.1 Title shall remain with the Company until all monies owed by the Buyer have been paid in full.

19.2 Until title passes, the Buyer shall store the Goods separately and clearly identified as Company property.

20. PAYMENT TERMS

20.1 Payment shall be due within thirty (30) days of invoice unless otherwise agreed.

20.2 Time for payment shall be of the essence.

21. LATE PAYMENT

21.1 The Company reserves the right to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act.

21.2 The Buyer shall reimburse all reasonable debt recovery, legal and collection costs.

22. FORCE MAJEURE

The Company shall not be liable for delays or failures caused by circumstances beyond its reasonable control.

23. STORAGE OF CUSTOMER PROPERTY

Customer-owned stock, plates and materials stored by the Company remain at the Buyer's risk.

24. INSOLVENCY

The Company may suspend deliveries or terminate the Contract where the Buyer becomes insolvent or enters administration, liquidation or any analogous process.

25. CONFIDENTIALITY

The Buyer shall keep confidential all commercial information supplied by the Company.

26. DATA PROTECTION

Each party shall comply with applicable data protection legislation.

27. ASSIGNMENT AND SUBCONTRACTING

The Company may assign or subcontract any part of its obligations.

28. SEVERABILITY

If any provision is found unenforceable, the remainder shall remain in full force and effect.

29. WAIVER

Failure to enforce any right shall not constitute a waiver.

30. VARIATIONS

No variation shall be effective unless agreed in writing.

31. THIRD PARTY RIGHTS

No third party shall acquire rights under the Contracts (Rights of Third Parties) Act 1999.

32. GOVERNING LAW

These Conditions shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

Signed for and on behalf of Ecoflexibles Limited:

A handwritten signature in black ink, appearing to read 'M. R. Francklow', written over a faint, illegible printed name.

Matt Francklow

Director

1st June 2026

Ecoflexibles Limited.

13-14 Edgemoor Close, Round Spinney Industrial Estate, Northampton. NN3 8RG.

www.ecoflexibles.com