APS Packaging Limited

Terms and Conditions of Purchase

Field	Detail
Document Reference	TC-APS-002
Version	Issue 2
Date	30 September 2026
Owner	Matthew Bowes, Managing Director
Review Date	September 2027, or sooner on any change in the law or a solicitor's review
Applies To	Every purchase order for goods or services placed by APS Packaging Limited
Related Documents	APS Purchasing Policy, APS Supplier Code of Conduct, TC-APS-001 Terms and Conditions of Sale, FSC Chain of Custody Manual, MP 9 Purchasing
Status	Active. Published at https://www.apspackaging.co.uk/terms-and-conditions-of-purchase/. Replaces the undated Issue 1.

Issue 2, 30 September 2026. These terms replace all earlier versions.

1. Definitions

1.1 "We", "us" and "our" mean APS Packaging Limited, company number 04568580, registered office 69 High Street, Bideford, Devon EX39 2AT, trading from Chubb Road, Bideford, Devon EX39 4HE.

1.2 "You" and "your" mean the supplier named in the Order.

1.3 "Goods" means everything to be supplied under the Order, including timber, board, fixings, foam, consumables, plant, machinery, spares, fuel and any other materials or products, and any part of them.

1.4 "Services" means the services to be performed under the Order, including transport, installation, servicing, repair and work on our Site.

1.5 "Order" means our purchase order for Goods or Services, with its number, quantities, prices, Specification and delivery details.

1.6 "Specification" means the description, grade, dimensions, treatment, certification and other requirements for the Goods or Services in the Order or agreed with you in Writing.

1.7 "Site" means Chubb Road, Bideford, Devon EX39 4HE or any other delivery address in the Order.

1.8 "Writing" includes email.

2. The contract

2.1 The Order is our offer to buy the Goods or Services on these terms. It is accepted, and a contract formed, when you accept it in Writing or, if earlier, when you deliver any Goods or start any Services.

2.2 These terms apply to every Order to the exclusion of any terms you seek to impose or incorporate, including terms on or referred to in your quotation, acknowledgement, invoice or delivery note, and any terms implied by trade custom, practice or course of dealing.

2.3 Only an Order bearing our order number, issued by our purchasing system or by a person we have authorised, commits us. Work done or Goods supplied without an Order number are at your risk.

2.4 An Order may be varied only in Writing by us. If you cannot meet any part of an Order you must tell us before accepting it.

2.5 The version of these terms in force at the date of the Order applies to it. The current version is published at www.apspackaging.co.uk/terms-and-conditions-of-purchase.

3. Delivery

3.1 You will deliver the Goods to the Site on the date in the Order, or if none is given within 30 days of the Order. Time of delivery is of the essence.

3.2 Deliveries must be booked in with us in advance and made during our receiving hours, Monday to Friday 8.00am to 4.00pm, unless we have agreed otherwise in Writing. We may turn away a delivery that is not booked or arrives outside those hours, at your cost.

3.3 Every delivery must be accompanied by a delivery note showing our Order number, the description and quantity of the Goods, and any certificate required by clause 4.

3.4 Goods must be packed, bundled, strapped and labelled so that they arrive undamaged and can be unloaded safely by forklift. Timber and board must be delivered in packs that can be lifted from the side.

3.5 You will deliver the quantity ordered. We may reject any quantity over the Order, and any part delivery we have not agreed to, or accept it and pay only for the quantity we keep.

3.6 If you fail to deliver on time we may cancel the Order in whole or part, buy replacement Goods elsewhere and recover from you any extra cost, and hold you responsible for any loss we suffer as a result.

3.7 Risk in the Goods passes to us when we have unloaded them at the Site. Title passes on delivery or on payment, whichever is earlier, without prejudice to our right to reject.

4. Quality, specification and certification

4.1 You warrant that the Goods will conform with the Specification and any sample we have approved, be of satisfactory quality and fit for any purpose we have made known to you, be free from defects in design, materials and workmanship, and comply with all laws and standards that apply to their manufacture, marking, packaging and supply.

4.2 Timber and timber products must be of the species, grade, size and moisture content in the Order. Where the Order calls for kiln-dried or heat-treated timber, each delivery must be accompanied by a certificate stating the treatment, the treating facility and its registration number, and the quantity treated, and the timber must be marked or bundled so that it can be traced to that certificate.

4.3 Where the Order calls for FSC certified material, your invoice must carry your chain-of-custody code and the correct FSC claim for those Goods. Material without that wording on the invoice will be treated as uncertified whatever the delivery note says.

4.4 You warrant that all timber and timber products supplied have been legally harvested and traded, and that you will give us on request the information we need to meet our due diligence obligations under the UK Timber Regulations.

4.5 Machinery, plant and electrical equipment must be supplied with the declaration of conformity, marking, instructions and safety information required by law, in English.

4.6 Chemicals, adhesives, treatments and fuels must be supplied with a current safety data sheet and comply with UK REACH and CLP.

4.7 The warranties in this clause survive delivery, inspection, acceptance and payment.

5. Inspection, rejection and remedies

5.1 We may inspect and test the Goods at any time before or after delivery. Signing a delivery note is confirmation of receipt only, not acceptance.

5.2 We may reject Goods that do not conform with clause 4 by notice in Writing within 30 days of delivery, or in the case of a defect not apparent on reasonable inspection within 30 days of discovering it. Rejected Goods are at your risk and cost, and you will collect them within 10 days of our notice or we may return them at your cost.

5.3 Where Goods or Services do not conform we may, at our option, require you to replace, repair or re-perform them at your cost within a reasonable time we set, or refund the price, and in either case recover from you the extra cost of obtaining replacement Goods or Services elsewhere and any other loss caused.

5.4 Our rights under this clause are in addition to any other right or remedy we have.

6. Price, invoices and payment

6.1 The price is as stated in the Order and is fixed. Unless the Order says otherwise it includes packing, delivery to the Site, insurance to the Site, and all duties and charges other than VAT. No surcharge, fuel, energy or material adjustment applies unless we have agreed it in Writing before delivery.

6.2 You will invoice us after delivery of the Goods or completion of the Services. Every invoice must quote our Order number and be sent to accounts@apspackaging.co.uk. We may return an invoice without an Order number or with a price or quantity that does not match the Order, and the time for payment runs from receipt of a correct invoice.

6.3 Unless the Order or the payment terms on your supplier account with us say otherwise, we will pay a correct invoice at the end of the month following the month of the invoice date.

6.4 We may set off any sum you owe us, under this or any other contract, against any sum we owe you.

6.5 Payment is not acceptance of the Goods or Services and does not affect our rights under clauses 4 and 5.

7. Services and work on site

7.1 You will perform the Services with reasonable skill and care, in accordance with good industry practice and the Specification, by the dates in the Order, using suitably qualified, competent and, where required, certified people and suitable equipment which you will provide.

7.2 Before working on the Site you will give us a risk assessment and method statement for the work, comply with our site rules, induction, permit to work and any instructions of our staff, and ensure your people wear the personal protective equipment the work and our rules require.

7.3 You are responsible for the health and safety of your people and for the safety of your work, tools and vehicles on the Site. We may stop any work we consider unsafe, and you will not restart it until the concern is resolved. You will report any accident, near miss or dangerous occurrence on the Site to us the same day.

7.4 You will leave the Site clean and tidy and remove your own waste unless we have agreed in Writing to dispose of it.

8. Intellectual property

8.1 All drawings, designs, specifications, data and other material we give you remain our property and confidential, and you will use them only for the Order and return them on request.

8.2 Intellectual property rights in anything created for us under the Order vest in us on creation, and you assign them to us with full title guarantee.

8.3 You warrant that the Goods and Services, and our use of them, will not infringe any third party's rights.

9. Confidentiality and data protection

9.1 You will keep confidential our prices, specifications, drawings, customer and business information, and use them only for the Order.

9.2 Each of us will comply with data protection law in relation to any personal data shared for the Order, and you will process our staff's business contact details only to perform it.

10. Indemnity and insurance

10.1 You will indemnify us against all losses, costs, claims and expenses arising from defective Goods or Services, breach of these terms, negligence, infringement of third-party rights, or death, injury or damage caused by your people, Goods or Services.

10.2 You will hold, for the duration of the Order and six years after, public and product liability insurance of at least £5,000,000 per claim and employer's liability insurance of at least £5,000,000, and any professional indemnity insurance appropriate to the Services, and give us certificates on request.

11. Compliance

11.1 You will comply with all laws that apply to you and to the Goods and Services, including health and safety, environmental, anti-bribery, modern slavery, sanctions and export control law, and will have and enforce your own policies on bribery and modern slavery.

11.2 You are responsible for your own obligations under the packaging waste and producer responsibility regulations for the packaging you supply, and will give us information about it on request.

11.3 You will give us reasonable access to information, and on reasonable notice to your premises, to verify compliance with these terms and to support our quality, environmental and chain-of-custody certifications.

12. Termination

12.1 We may cancel an Order, or terminate the contract, with immediate effect by notice in Writing if you breach these terms and, where the breach can be remedied, fail to remedy it within 10 days of our notice; if you become unable to pay your debts, enter any arrangement with creditors, have a receiver, administrator or liquidator appointed, or cease or threaten to cease trading; or if you deliver late.

12.2 We may also cancel an Order for convenience on 14 days' notice in Writing. We will then pay for conforming Goods delivered, and Services properly performed, up to the date of cancellation, and for materials you have reasonably committed to that cannot be used elsewhere, but no other sum.

12.3 On termination you will stop work, return our property and information, and deliver any completed Goods we ask for.

13. Force majeure

13.1 Neither of us is liable for delay or failure caused by events beyond our reasonable control, provided the affected party tells the other promptly and does what it reasonably can to reduce the effect. If such an event delays delivery by more than 30 days we may cancel the Order without liability.

14. General

14.1 You may not assign, subcontract or transfer any part of the Order without our Written consent. We may assign the benefit of the Order to any successor to our business.

14.2 If any part of these terms is invalid or unenforceable the rest continues to apply.

14.3 No failure or delay by us in exercising a right is a waiver of it.

14.4 Notices must be in Writing to the addresses in the Order.

14.5 No person other than you and us has any right to enforce the contract under the Contracts (Rights of Third Parties) Act 1999.

14.6 The Order and these terms are the entire agreement between us for their subject matter and supersede all earlier discussions and documents. They may be varied only in Writing signed by us.

15. Law

15.1 The contract, and any dispute arising out of it, is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

APS Packaging Limited, registered in England and Wales, number 04568580. Registered office: 69 High Street, Bideford, Devon EX39 2AT. Chubb Road, Bideford, Devon EX39 4HE. Tel 01237 423772.