APS Packaging Limited

Terms and Conditions of Sale

Field	Detail
Document Reference	TC-APS-001
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 sale of goods or services by APS Packaging Limited to a business customer
Related Documents	Credit account application (website), TC-APS-002 Terms and Conditions of Purchase, MP 10 Control of Nonconforming Product, MP 15 Corrective and Preventive Action
Status	Active. Published at https://www.apspackaging.co.uk/terms-and-conditions-of-sale/. 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 business that orders Goods from us or accepts our quotation.

1.3 "Goods" means the pallets, crates, cases, packaging and any other products or services described in our quotation or order acknowledgement, including any part or instalment of them.

1.4 "Specification" means the sizes, materials, construction, treatment, marking and other requirements for the Goods set out in our quotation or order acknowledgement, or in a drawing or sample we have approved in writing.

1.5 "Contract" means the contract between you and us for the sale of Goods, made up of the order, our acknowledgement and these terms.

1.6 "Writing" includes email.

2. These terms

2.1 We supply business customers only. By placing an order you confirm that you are buying for the purposes of a business.

2.2 These terms apply to every Contract and are the only terms on which we deal. They exclude any terms you seek to impose or incorporate, including any printed on or referred to in your purchase order, and any terms implied by trade custom, practice or course of dealing.

2.3 No variation of these terms binds us unless it is agreed in Writing and signed by a director of APS Packaging Limited.

2.4 The version of these terms in force at the date of your order applies to that order. The current version is published at www.apspackaging.co.uk/terms-and-conditions-of-sale.

3. Quotations, orders and specifications

3.1 A quotation is an invitation to order, not an offer. Unless it says otherwise, a quotation is valid for 30 days from its date.

3.2 Your order is an offer to buy Goods on these terms. A Contract is formed when we acknowledge the order in Writing or, if earlier, when we despatch the Goods.

3.3 You are responsible for the accuracy of every order, drawing, sample, dimension and specification you give us, and for telling us about anything the Goods must do, carry, protect or comply with. Goods made to your Specification are made to it as written; we do not check it for fitness for your purpose unless we have agreed in Writing to do so.

3.4 Where we produce a drawing, set sheet or sample for approval, the Goods will be made to the approved version. Approval by you, or an order placed against it, is your confirmation that it is correct.

4. Materials, sizes and tolerances

4.1 Timber and timber-based boards are natural materials. Variation in colour, grain, knots, surface finish and moisture content is inherent and is not a defect.

4.2 Sizes are nominal unless the Specification states a tolerance. Sawn timber, plywood, OSB and assembled Goods are supplied to the tolerances normal in the UK timber packaging trade.

4.3 Load ratings, stacking figures and performance data we give are for the stated use, loading and handling. They do not apply to other uses, to Goods altered after delivery, or to Goods that have been damaged, overloaded or stored in unsuitable conditions.

4.4 Second-hand and reconditioned Goods are sold as described and as available for inspection, and carry no warranty beyond that description.

5. Heat treatment, marks and certification

5.1 Where the Specification includes heat treatment to ISPM 15, the Goods will be treated and marked in accordance with the UK Wood Packaging Material Marking Programme at the time of supply. Our mark applies only to the Goods as we supply them. Any repair, alteration or re-manufacture after delivery invalidates it, and you must not apply, copy or transfer our mark.

5.2 We are not responsible for the acceptance or rejection of wood packaging by the authorities of any country of destination, or for the requirements of any country changing after supply.

5.3 Any FSC or other certification claim applies only where it is stated on our invoice for those Goods.

6. Prices

6.1 Prices are in pounds sterling and exclude VAT, other taxes and duties, and carriage unless the quotation says otherwise.

6.2 We may increase the price of Goods not yet despatched to reflect an increase in our costs after the date of the Contract, including the cost of timber and other materials, labour, energy, transport and duties, or a change in the Specification, quantity or delivery requested by you. We will tell you in Writing before despatch.

7. Payment and credit

7.1 Unless we have agreed other terms in Writing, payment is due in full, without deduction or set-off, within 30 days of the date of invoice. Each delivery is invoiced and payable separately.

7.2 A credit account is opened only after a completed application, references and any checks we consider appropriate, including credit reference agency searches. We may set, reduce or withdraw a credit limit at any time and may require payment before despatch, whether or not you are in default.

7.3 Where no credit account is open, or credit has been withdrawn, we will send a proforma invoice and despatch the Goods once payment has cleared.

7.4 You must tell us in Writing of any dispute about an invoice within 7 days of its date, stating the reason. The undisputed part remains payable on the due date.

7.5 If you do not pay on the due date we may suspend or cancel any Contract and withhold further deliveries, without liability to you.

7.6 We will charge interest and compensation on late payment under the Late Payment of Commercial Debts (Interest) Act 1998, currently 8% a year above the Bank of England base rate, from the due date until payment, together with our reasonable costs of recovery.

7.7 We may set off any sum you owe us against any sum we owe you.

8. Delivery

8.1 Delivery dates are estimates given in good faith. Time of delivery is not of the essence. We are not liable for any loss caused by delay in delivery, however it arises.

8.2 Delivery is to the address in our order acknowledgement, or ex works from Chubb Road, Bideford if so stated. Risk in the Goods passes to you on delivery, or on collection where you or your carrier collect.

8.3 We may deliver in instalments. Each instalment is a separate Contract, and a problem with one instalment does not entitle you to reject the others.

8.4 You must provide safe access for the delivery vehicle, a suitable place to unload, and the means to unload (normally a forklift) within a reasonable time of arrival. If the vehicle cannot deliver, or is kept waiting, because these are not provided, we may charge our reasonable costs of waiting, returning and re-delivering, and the Goods remain at your risk from the first attempt.

8.5 If you do not accept delivery when the Goods are ready, we may store them at your cost and risk and invoice them as delivered.

8.6 Where a signature or delivery note is required, the signature of any person at the delivery address is proof of delivery.

8.7 Where Goods are made to order against a schedule or for call-off, you must call them off within 30 days of the date we notify them as ready. After that we may invoice them and charge a reasonable storage fee until they are called off.

9. Inspection and claims

9.1 You must inspect the Goods on delivery. Any claim for short delivery, damage in transit, or any defect visible on reasonable inspection must be made to us in Writing within 7 days of delivery, and any claim for non-delivery within 7 days of the invoice date. Goods signed for as received in good condition are treated as delivered complete and undamaged unless the claim is made in that time.

9.2 You must keep Goods you are claiming about, and not use or dispose of them, until we have inspected them or told you that inspection is not needed.

10. Cancellation and returns

10.1 An order that is cancelled or reduced before despatch may be charged at up to 10% of the value cancelled, including delivery. Goods made to your Specification may be charged at up to 100% of their value.

10.2 Goods cannot be cancelled once despatched and are payable in full.

10.3 We do not accept returns without our prior agreement in Writing. Returned stock Goods are subject to a handling charge of at least 10% and must arrive undamaged and resaleable. Goods made to your Specification cannot be returned.

11. Warranty

11.1 We warrant that the Goods will conform in all material respects with the Specification at the time of delivery.

11.2 If Goods do not conform, and you have complied with clause 9, we will at our option repair or replace them or credit their price. That is your only remedy for non-conforming Goods.

11.3 The warranty does not cover Goods that have been altered, repaired, processed or incorporated into other goods after delivery, used, loaded or stored otherwise than in accordance with our instructions or good practice, or damaged by you, your carrier or a third party.

11.4 Any claim for shortage, damage or defect is barred 12 months after the original despatch date of the Goods.

12. Liability

12.1 Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

12.2 Subject to clause 12.1, we are not liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of business, loss of contract, loss of goodwill, or any indirect or consequential loss.

12.3 Subject to clause 12.1, our total liability under or in connection with a Contract is limited to the price paid for the Goods to which the claim relates.

12.4 It is your responsibility to satisfy yourself that the Goods are suitable for your product, your handling and storage, your route and your destination.

13. Retention of title

13.1 Ownership of the Goods stays with us until we have received in full, in cleared funds, the price of those Goods and every other sum you owe us on any account.

13.2 Until ownership passes you must hold the Goods as our bailee, store them so that they are identifiable as ours, keep them insured for their full price, and not remove or obscure any mark on them. You may use or resell the Goods in the ordinary course of your business, but the proceeds of any resale are held for us until you have paid us.

13.3 If you fail to pay when due, or any event in clause 18.1 occurs, your right to use or resell the Goods ends at once. We may then enter any premises where the Goods are stored to inspect or recover them, and may cancel any undelivered Goods and stop any in transit.

14. Packaging waste and compliance

14.1 You are responsible for your own obligations under the UK packaging waste regulations and any producer responsibility, environmental or import requirements that apply to you or to the country of destination.

14.2 On request, and whenever it changes, you must tell us in Writing whether you are registered as a large producer under the UK packaging waste regulations and whether you fill the Goods with your own products or supply them on unfilled. We rely on that information in our own reporting.

14.3 Where we agree in Writing to supply a declaration of conformity, technical file or other compliance documents for a market outside the UK, we supply them on the basis of the Specification and the information you have given us.

15. Intellectual property

15.1 All designs, drawings, set sheets, calculations and know-how we produce remain our property, whether or not you have paid for design work, and you may not use them to have Goods made elsewhere without our Written consent.

15.2 Where Goods are made to your design or Specification, you indemnify us against any claim that making or supplying them infringes a third party's rights.

16. Data protection and confidentiality

16.1 We process the business contact details of your staff to run your account, in accordance with data protection law and our privacy policy at www.apspackaging.co.uk/privacy-policy.

16.2 Each of us will keep the other's prices, specifications and business information confidential, except where the law or a regulator requires disclosure.

17. Force majeure

17.1 We are not liable for any delay or failure to perform caused by events outside our reasonable control, including shortage or failure of supply of timber or other materials, failure of a supplier or carrier, industrial action, fire, flood, storm, epidemic, failure of utilities or transport, or any act of government.

17.2 If such an event continues for more than 60 days, either of us may cancel the affected Goods without liability, except that you must pay for Goods already delivered or made to your Specification.

18. Termination

18.1 We may suspend or cancel any Contract and withhold deliveries, without liability to you, if you fail to pay any sum when due, breach these terms, become unable to pay your debts, enter into any arrangement with creditors, have a receiver, administrator or liquidator appointed, or cease or threaten to cease trading.

18.2 On termination, all sums you owe us become payable immediately, whatever was previously agreed, and clauses 7, 12, 13 and 15 continue to apply.

18.3 You will pay all legal and other costs we reasonably incur in recovering Goods or sums due.

19. Export

19.1 Where Goods are supplied for export, or for use in export packing, you are responsible for obtaining any licence or consent required, and for the accuracy of any information you give us about the destination and route.

20. General

20.1 We may assign or subcontract any Contract. You may not assign your rights without our Written consent.

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

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

20.4 Notices must be in Writing to the addresses in the order acknowledgement.

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

20.6 The Contract is the entire agreement between us and supersedes every previous discussion, representation or agreement about its subject matter. You confirm you have not relied on any statement not set out in the Contract.

21. Law

21.1 Each 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.