

TERMS AND CONDITIONS OF SALE

The Printed Cup Company LTD

1. Definitions & Interpretation

"Company" means The Printed Cup Company LTD.

"Customer" means any individual, partnership or company purchasing Goods.

"Goods" means all paper cups, packaging products and associated materials supplied by the Company.

"Contract" means any agreement for the sale of Goods incorporating these Terms.

Headings are for convenience only and do not affect interpretation.

2. Basis of Contract

2.1 These Terms apply to all Contracts and override any terms proposed by the Customer.

2.2 No variation is binding unless agreed in writing by a director of the Company.

2.3 An order constitutes an offer by the Customer to purchase Goods subject to these Terms.

2.4 The Company reserves the right to accept or decline any order.

3. Product Nature & Inspection

3.1 Paper cups and packaging products are manufactured items and, due to the nature of their production process, may occasionally exhibit minor variations or defects, including but not limited to leakage, sleeve displacement, or slight print irregularities.

3.2 Quality control and batch leak testing is undertaken prior to dispatch, however testing is sample-based.

3.3 The Customer is solely responsible for inspecting Goods prior to use.

3.4 The Company accepts no responsibility for beverages, temperatures, storage conditions, filling levels, handling methods or operational practices once Goods are delivered.

4. Faulty Goods & Claims

4.1 Faults must be reported within 60 days of delivery.

4.2 Claims submitted after 60 days will not be accepted.

4.3 Replacement or refund is limited strictly to the invoice value of the affected Goods.

4.4 The Company may request photographic evidence or return of Goods prior to resolution.

4.5 We can only replace faults when the cup has been stored to one side and returned to us so that we can investigate. We are happy to cover the cost of the postage to send the faulty product to us.

4.6 We cannot replace faults stored over time from a collection of various batches across a period. There will be one or two faults as standard in each box due to the method of production, however this is not unusual for a cup production company. This is known in the industry as 'window ledge fault storing', to attempt to get a free box at the end of the year (or other period).

5. Delivery & Risk

5.1 Delivery dates are estimates only and not guaranteed.

5.2 The Company is not liable for delays caused by third-party couriers or events beyond its control.

5.3 Risk in the Goods passes to the Customer upon delivery.

5.4 Incorrect or unconfirmed delivery addresses are the responsibility of the Customer.

6. Pricing & Charges

6.1 All prices are exclusive of VAT unless stated otherwise.

6.2 Delivery charges may be adjusted if incorrectly calculated.

6.3 The Company reserves the right to cancel orders where pricing errors make supply financially unviable.

7. Payment Terms

7.1 Payment terms are as stated on the invoice or agreed in writing.

7.2 Overdue sums shall accrue interest at 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

7.3 The Company reserves the right to recover statutory compensation, legal costs and recovery fees.

7.4 Supply may be suspended where payment is overdue.

8. Retention of Title

8.1 Goods remain the property of the Company until paid in full.

8.2 The Company reserves the right to enter public-accessible premises to recover unpaid Goods.

8.3 Unpaid Goods must, where reasonably possible, be stored separately and clearly identifiable.

8.4 Recovered Goods may be resold to offset outstanding debt.

9. Environmental & Accreditation Responsibility

9.1 The Company supplies biodegradable, recyclable, aqueous-lined, PLA-lined and plastic-containing products.

9.2 It is the Customer's responsibility to ensure products meet their environmental policies or accreditation requirements.

9.3 The Company makes no warranty that products meet local authority waste policies, ESG commitments, franchise rules or third-party certifications.

10. Limitation of Liability

10.1 Nothing in these Terms excludes liability for death or personal injury caused by negligence or fraud.

10.2 The Company shall not be liable for loss of profit, revenue, business, goodwill, contracts, opportunity, production, event cancellation, product recall costs, third-party claims, legal fees, labour costs or consequential losses.

10.3 Total liability shall not exceed the invoice value of the Goods supplied under the relevant Contract.

11. Force Majeure

The Company shall not be liable for delay or failure due to events beyond reasonable control including strikes, transport disruption, raw material shortages, acts of God or government restrictions.

12. Intellectual Property

All artwork, proofs, templates and production layouts remain the property of the Company unless agreed otherwise in writing.

13. Marketing Use

The Company may use produced Goods for marketing purposes unless the Customer opts out in writing at the time of order.

14. Conduct & Zero Tolerance

Abusive or inappropriate behaviour toward staff or drivers will result in termination of supply and potential legal action.

15. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

The Courts of England and Wales shall have exclusive jurisdiction.