Terms & Conditions of Business
CONDITIONS OF SALE

1. INTERPRETATION

(a) "Buyer" means the person whose order for the Goods is accepted by the Seller.
(b) "Contract" means the contract for the purchase and sale of the Goods specified in this document.
(c) "Goods" means the Goods (including any installation or assembly) which the Seller shall be required to deliver as specified in the Contract.
(d) "Order" means Rapid Action Packaging Limited or R.A. Pacelli Tecnologia.

2. QUOTATIONS

(a) Quotations are subject to confirmation by the Buyer on receipt of an Order.
(b) All prices quoted or accepted are exclusive of any applicable value added tax (VAT) or other taxes which shall be liable to the Buyer.

3. TERMS OF PAYMENT

(a) The price of the Goods in cash or cleared funds within 30 days of the date of the Seller's invoice, notwithstanding that delivery may not be made in the same period. Notwithstanding the above, the price shall be paid in full on delivery of the Goods to the Buyer. The time of the payment of the price shall be of the essence of the Contract and the Seller shall have the right to rescind the Contract and retain title in the Goods until the Buyer has accepted such right in writing and charge the Buyer interest (before and after judgment) on the amount unpaid at the rate of 2 per cent per month from the date of delivery or as may be agreed by the Seller in settlement of any such claim or proceeding.

4. VARIATION

(a) The Contract cannot be cancelled by the Buyer except with the written agreement of the Seller on terms which fully indemnify the Seller.
(b) No variation to these Conditions shall be binding unless agreed in writing between the authorized representatives of the Buyer and the Seller.
(c) If the Contract provides for a bulk delivery without specifying a date the Goods shall be delivered and accepted within 14 days of their being ready for delivery.

5. QUANTITY VARIATIONS

(a) If the Buyer shall have ordered Goods short priced exceeding 10% or 10% of the Goods shall be supplied to the Buyer.
(b) Any other variation of the Goods shall be subject to the approval of the Buyer and the Seller shall not be liable for any delay in delivery of the Goods due to such variation or any extra costs incurred by the Seller as a direct result thereof.

6. QUANTITY MATERIAL

(a) The Seller reserves the right to increase the price of the Goods for any additional materials, labour, fuel, parts or machinery or power failure or breakdown in machinery.

7. DELIVERIES

(a) It shall be the responsibility of the Buyer to ensure that the Goods are delivered to the Buyer at the time of delivery to the Buyer.
(b) The Buyer shall take reasonable care of the Goods delivered and shall be responsible for any loss or damage to the Goods until the delivery is made.

8. ACCEPTANCE OF VARIATIONS OF CONDITIONS

(a) These Conditions shall apply to all the Purchaser's orders for the purchase of the Goods by the Seller on the terms and conditions hereinbefore set out. The Seller reserves the right to make any changes to the Conditions without notice. The Seller's order shall not be accepted by the Buyer unless it is signed by an authorized representative of the Seller and proof of delivery signed by an authorized representative of the Seller shall be required.

9. CANCELLATION OF ORDER

(a) The Buyer shall be entitled to cancel this order by written notice and without prejudice to the obligations of damages and expenses incurred by the Seller on the purchase of any part of the Goods in accordance with any other terms and conditions contained in or in any notice, letter or acceptance of the Seller.

10. INSPECTION AND QUALITY

(a) The Goods are deemed to be delivered to the Buyer unless the Buyer shall give written notice to the Seller within 7 days of delivery of the receipt of the Goods that the Goods are not in accordance with the order or that the Goods are defective.

11. DESTRUCTION OF DOCUMENTS

(a) The Buyer shall thoroughly examine the Goods at the time of delivery and shall not be entitled to any claim for any defects or shortages except for such defects or shortages notified to the Seller within 7 days of delivery.
(b) The Buyer shall be responsible for the care and safety of the Goods and shall be liable to pay for the Goods at the price if the Goods had been delivered in accordance with the Contract.

12. CONFIRMATION OF DELIVERY

(a) If the Buyer does not accept the return of the Goods unless the Seller is informed that the Buyer is not in agreement and shall not have the right to any claim for defects or shortages in the Goods unless the Seller is informed that the Buyer is not in agreement.

13. PAYMENT

(a) In the event of any dispute or claim, the Seller reserves the right to retain possession of the Goods until the Buyer has paid for the Goods. If the Buyer fails to make any payment on the due date, then without prejudice to any other right or remedy of the Seller, the Seller shall have the right to rescind the Contract and retain title in the Goods until the Buyer has accepted such right in writing and charge the Buyer interest (before and after judgment) on the amount unpaid at the rate of 2 per cent per month from the date of delivery or as may be agreed by the Seller in settlement of any such claim or proceeding.

14. VARIATION

(a) Any variation to the Goods shall be subject to the approval of the Buyer and the Seller shall not be liable for any delay in delivery of the Goods due to such variation or any extra costs incurred by the Seller as a direct result thereof.

15. MISTAKES

(a) The Seller reserves the right to make any changes to the Goods without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice.

16. INSPECTION AND QUALITY

(a) The Buyer shall be entirely responsible for the receipt of the Goods and the condition thereof. The Buyer shall be entirely responsible for any claim of defects or shortages in the Goods unless the Seller is informed that the Buyer is not in agreement and shall not have the right to any claim for defects or shortages in the Goods unless the Seller is informed that the Buyer is not in agreement.

17. REJECTION

(a) In the event of any dispute or claim, the Seller reserves the right to retain possession of the Goods until the Buyer has paid for the Goods. If the Buyer fails to make any payment on the due date, then without prejudice to any other right or remedy of the Seller, the Seller shall have the right to rescind the Contract and retain title in the Goods until the Buyer has accepted such right in writing and charge the Buyer interest (before and after judgment) on the amount unpaid at the rate of 2 per cent per month from the date of delivery or as may be agreed by the Seller in settlement of any such claim or proceeding.

18. PAYMENT

(a) The Seller reserves the right to make any changes to the Goods without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice.

19. MISTAKES

(a) The Seller reserves the right to make any changes to the Goods without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice.

20. INSPECTION AND QUALITY

(a) The Seller reserves the right to make any changes to the Goods without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice.

21. PAYMENT

(a) The Seller reserves the right to make any changes to the Goods without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice.

22. MISTAKES

(a) The Seller reserves the right to make any changes to the Goods without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice.

23. PAYMENT

(a) The Seller reserves the right to make any changes to the Goods without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice.

24. MISTAKES

(a) The Seller reserves the right to make any changes to the Goods without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice. The Seller reserves the right to make any changes to the Conditions without notice.