

Tel: 01978 661247 Fax: 01978 660373 FREEPHONE: 0800 018 1247  
E-mail: [sales@lyanpackaging.co.uk](mailto:sales@lyanpackaging.co.uk) Website: [www.lyanpackaging.co.uk](http://www.lyanpackaging.co.uk)

### General Conditions of Sale

1. THESE CONDITIONS OF SALE unless otherwise agreed in writing by the seller shall override any terms or conditions stipulated, incorporated or referred to by the buyer in his order or negotiations.
2. CLAIM LIMITATION Any claim by the buyer that the goods are not in accordance with the specification is limited to the replacement by the sellers of the goods supplied.
3. QUANTITY OR QUALITY CLAIMS on goods dispatched will not be entertained by the seller unless they are notified in writing within 14 days of the receipt by the customer, and are afforded the opportunity of seeing the goods which shall have been cut, printed or processed or used by the buyer and in any event the claim will be limited to the value of the goods supplied.
4. The seller will not entertain CLAIMS FOR DAMAGE OR NON DELIVERY of goods unless they are notified in writing within 5 days of the invoice date.
5. FAILURE TO DELIVER within the time stated on the part of the sellers shall not entitle the buyers to any claim upon the sellers by reason of such failure. The sellers cannot accept cancellation if the goods are in the course of manufacture or transit.
6. SUITABILITY OF GOODS for any specific purpose cannot be guaranteed by the sellers.
7. COST VARIATION Quotations are based on the current costs of production and are subject to amendment by us on, or at any time after acceptance to meet any rise or fall in such costs.
8. VALUE ADDED TAX We shall be entitled to charge the amount of any value added tax as required by law.
9. VARIATION IN QUANTITY AND QUALITY Every endeavor will be made to deliver the correct quantity ordered, but quotations are conditional upon a margin of 10% . For small orders of value typically less than £400 variations may be + or – 20%.

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10. CUSTOMERS PROPERTY AND PROPERTY SUPPLIED Customers property and all property supplied to us by or on behalf of the customer will be held at customers risk. Where the customer supplies materials adequate quantities shall be supplied to cover spoilage.
11. FORCE MAJEURE Every effort will be made to carry out the contract, but its due performance is subject to cancellation by the seller or to such variations as he may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the sellers control.
12. OUR TERMS for sales on account are strictly nett, 30 days from date of invoice.
13. TITLE OF GOODS – THE SELLER RETAINS TITLE TO GOODS DELIVERED UNTIL ALL MONIES OUTSTANDING ARE RECEIVED FROM THE BUYER AND ONCE OVERDUE, THEY OR GOODS TO THE VALUE OF CAN BE RECLAIMED AT ANY TIME WITHOUT NOTICE.
14. SETTLEMENT OF CLAIMS The sellers decision on all matters relating to the settlement of claims shall be final and the seller may at his option either replace any goods which he finds to be faulty or pay or allow to the buyer, a reasonable sum not exceeding in any event the invoice value of the faulty goods. Complaints in respect of alleged faulty goods shall not be a ground for withholding payment by the buyer of his accounts and shall not give any right of set off against payments due from the buyer to the seller. Should either company have financial difficulties then amounts to and from both companies may be subject to contra account, even if this is not the usual manner of trading.

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### **Website Terms & Conditions ([www.lyanpackaging.co.uk](http://www.lyanpackaging.co.uk))**

By browsing and using this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Lyan Packaging's relationship with you in relation to our website. If you disagree with any part of these terms and conditions, please do not use our website.

The use of our website is subject to the following terms of use:

- The content of the pages of our website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on our website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through our website meet your specific requirements.
- Our website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in our website which are not the property of, or licensed to, the operator are acknowledged on the website.
- From time to time our website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of our website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

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## Privacy Policy

### **Our Commitment to Privacy:**

Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and at every point where personally identifiable information may be requested.

### **The Information We Collect:**

This notice applies to all information collected or submitted on this website. On some pages, you can order products, make requests, and register to receive materials. The types of personal information collected at these pages are:

Name  
Address  
Email address  
Phone number

On some pages, you can submit information about other people. For example, if you order a gift online and want it sent directly to the recipient, you will need to submit the recipient's address. In this circumstance, the types of personal information collected are:

Name  
Address  
Phone Number

### **The Information We DONT Collect:**

Credit/Debit Card Information

### **The Way We Use Information:**

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties except to the extent necessary to complete that order.

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We use the information you provide about someone else when placing an order only to ship the product and to confirm delivery. We do not share this information with outside parties except to the extent necessary to complete that order.

We offer gift-cards by which you can personalize a product you order for another person. Information you provide to us to create a gift-card is only used for that purpose, and it is only disclosed to the person receiving the gift.

We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties.

You can register with our website if you would like to receive our catalogue as well as updates on our new products and services. Information you submit on our website will not be used for this purpose unless you fill out the registration form.

We use non-identifying and aggregate information to better design our website and to share with advertisers. For example, we may tell an advertiser that X number of individuals visited a certain area on our website, or that Y number of men and Z number of women filled out our registration form, but we would not disclose anything that could be used to identify those individuals.

Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

**Our Commitment to Data Security:**

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

**Our Commitment to Children's Privacy:**

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

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**How You Can Access or Correct Your Information:**

You can access all your personally identifiable information that we collect online and maintain by calling us or sending an email. We use this procedure to better safeguard your information.

You can correct factual errors in your personally identifiable information by sending us a request that credibly shows error.

To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections.

**How to Contact Us:**

Should you have other questions or concerns about these privacy policies, please contact us via the details given.