



Oasthouse Engineering Ltd.

www.oasthouse-engineering.com

Special Conditions

All cans

1. Due to the impact of Covid-19, the Supplier has had difficulties obtaining cans from certain suppliers. Where possible, the Supplier will supply the brand of can as set out in the Order Form, however the Customer acknowledges that a different brand of can may be provided depending on the Supplier's stock levels. The Supplier will inform the Customer if it cannot supply the brand of can requested. Specifications for all can brands are available from the Supplier on request.
2. The Customer acknowledges that due to the fragile nature of the Goods, the Goods may be damaged during transit. The Supplier will use all reasonable efforts to minimise any damage during transportation. The Supplier recommends that the Customer orders 1.5% more Goods than it requires to take into account any damage during transportation. The Customer may purchase cardboard sleeves from the Supplier to protect the Goods during transit at an additional cost.
3. The Customer accepts that the Goods delivered may not reflect the quantity ordered. For blank cans, minor variations to the quantity ordered in line with industry standards must be accepted by the Customer. For decorated cans (sleeved, printed and labelled) the Customer shall accept deliveries of Goods which are up to +/- 10% than the quantity ordered. Any variation in the order quantity will not affect the price paid by the Customer for the Goods.
4. Delivery is made through a pallet network. Dedicated door to door delivery can be made by the Supplier on request by the Customer. The Supplier shall inform the Customer of the cost of door to door delivery at the time of the enquiry.
5. The Customer shall pay for the costs of the pallets and packaging used to transport the Goods in addition to the price of the Goods. Where possible, the Supplier will use wooden one way pallets to deliver the Goods (which are not required to be returned to the Supplier). Where this is not possible, the Supplier will use plastic pallets (which are returnable). The Supplier will arrange for plastic pallets to be collected from the Customer's premises and returned to the Supplier's premises. In order for the plastic pallets to be returned safely, the Customer shall strap the pallets and toppers to a maximum height of 2 metres. The Customer shall be charged the collection fee for the return of the plastic packaging. The Supplier recommends that such return is booked as a economy service (4 – 5 days) to minimise the collection fee payable by the Customer (which is approximately £55 per pallet). If the Customer may recommend a more cost effective method of delivery to reduce the collection fee.

Decorated Cans

1. All orders for decorated cans will be invoiced to the Customer (and accepted by the Customer) within 3 months of the first production date of the Customer's Order.
2. All payments for reprographic costs associated with the decorated cans will be made on a pro-forma invoice issued on the day of printing the decoration for the cans (unless credit terms have been agreed between the parties).





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3. The Supplier accepts no liability or responsibility for any artwork or wording provided by the Customer to be used on decorated cans. Copyright in any designs, sketches, engineering drawing and proofs created by the Supplier for the purpose of the decorated cans will remain vested in the Supplier (unless otherwise agreed in writing between the parties).

4. Unless specifically agreed in writing between the parties, all tools, dies, printing plates, negatives, blocks and engravings provided by the Supplier for the purpose of the manufacturing decorated cans will remain the property of the Supplier (regardless of whether the Customer is charged the costs incurred by the Supplier using any of the above for the purpose of manufacturing the decorated cans).

Plate Printed Cans only

1. If at the time the Customer places its Order, the Supplier has not requested payment, the full balance of the Order must be paid by the Customer within 60 days of the Order Date.

2. If the Customer fails to pay the full balance in line with paragraph 1 above, the Supplier will store any printed cans ordered by the Customer at its premises or the premises of its third party couriers (the Supplier will inform the Customer if the cans will be stored with a third party courier). The Supplier will invoice the Customer for all costs incurred by the Supplier in relation to such storage which will be paid by the Customer within 30 days of the date of the invoice.

3. If the Customer does not request the Supplier to deliver any printed cans which are being stored by the Supplier on the Customer's behalf in line with paragraph 2 above within 60 days from the date which the Supplier first started storing such printed cans, the Supplier will arrange for all printed cans which it is currently holding on the Customer's behalf to be delivered to the Customer's premises. If the Customer fails to take delivery of such printed cans, the Supplier will not accept any future orders from the Customer for printed cans.

4. The Customer acknowledges that the rights and remedies set out in paragraph 1 – 3 above are in addition to any of the remedies which the Supplier is entitled to under the terms and conditions set out at section 2 of this letter. The failure by you to comply with paragraphs 1 – 3 above may result in us taking any other actions which we deem necessary (e.g. court action).



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