



Unit 2 Desborough Industrial Park  
Desborough Park Road  
High Wycombe  
Bucks HP12 3BG

T : 01494 437973  
E : sales@interpak.ltd.uk  
W : www.interpak.ltd.uk

Designers and Manufacturers - Foam Packs, Crates, Flight Cases and Cartons

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## CONDITIONS OF SALE

**ALL ORDERS PLACED WITH INTERPAK LTD ARE SUBJECT TO OUR TERMS AND CONDITIONS AS FOLLOWS:**

<b>Application of Terms</b>	These are the trading terms and conditions of Interpak Ltd and apply to all quotations, orders, contracts, goods and services supplied by us. By placing an order, whether by purchase order, email, telephone instruction or other written confirmation, the customer accepts these terms to the exclusion of any customer terms unless agreed in writing by a director of Interpak Ltd. The current version is available from our website and may be revised from time to time.
<b>Terms of Payment</b>	All invoices are due for payment on the 30th day of the month following the invoice date, unless agreed otherwise in writing. Payment must be made on time, in full and without deduction, set-off or counterclaim. If payment terms are not adhered to, you agree to pay interest and compensation under the Late Payment of Commercial Debts legislation. We may also recover reasonable collection charges, legal fees and related costs.
<b>Carriage</b>	Carriage on all local deliveries is included in the price where stated. Where extra carriage, special delivery, urgent delivery, re-delivery or waiting-time charges are required, these may be charged to the customer.
<b>Delivery</b>	Lead times or delivery dates are quoted in good faith and are estimates unless expressly agreed in writing as fixed dates. We cannot accept responsibility for cost, damages or other liabilities where failure to meet delivery dates is caused by late supply of bought-in materials, tools, machine or transport breakdowns, faulty materials, supplier delays, labour shortages, energy disruption or other factors outside this company's reasonable control.
<b>Manufacturing tolerances</b>	All supplies against customer orders for corrugated cartons, corrugated boards, foam products and polystyrene hot wire cut products are subject to a standard industry tolerance of plus or minus 10% on quantity. Any delivery within this tolerance will be considered good and invoiced accordingly. If no oversupply, exact quantities or tighter tolerances are required, the customer must make Interpak aware before placing the order and this may affect the price. All foam products are cut to a tolerance of +/- 10% on thickness due to the nature of the raw material. On plank foams such as Stratocell or Polylam, thickness is subject to +/- 10% due to the way the foam settles once blown and laminated. The customer is responsible for checking all drawings, samples, dimensions and specifications before production. Once approved, Interpak is not responsible for errors arising from incorrect or incomplete customer information.
<b>Foam Cutting Tolerances</b>	All foams which we quote and which involve presswork will be based on the cut size before pressing. Due to the nature of presswork, compression may occur and the height of the foam may be affected by as much as 10% on thickness. All pressed foam thicknesses cannot therefore be guaranteed. On sliced foam dimensions, the working tolerance on size will be +/- 10% due to friction caused by the blade running through the blocks. We always endeavour to get as close as practicably possible to your required foam sizes, but due to the flexible nature of the material this cannot be guaranteed. Polyurethane foam is a blown product and colours may vary from one batch to the next. Foam is sold on density and block weight with colour only as a guide. Colour variation does not affect foam performance and Interpak cannot accept claims for reasonable colour variation.

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<b>Breakage's - shortage &amp; Loss</b>	The customer must inspect goods on delivery. Any claim for damage, shortage, loss, incorrect goods or delivery discrepancy must be marked on the delivery note where possible, notified to Interpak within 24 hours and confirmed in writing within 3 days. Interpak must be given a reasonable opportunity to inspect any goods alleged to be defective before they are used, altered, disposed of or returned. Claims cannot be entertained where this procedure has not been followed.
<b>Limitation of Liability</b>	Every endeavour is made to supply goods of sound workmanship and materials. However, no guarantee, warranty or condition is given or implied as to fitness for any particular purpose unless specific performance requirements have been notified to and accepted by Interpak in writing. Nothing in these conditions limits liability for death or personal injury caused by negligence, fraud or any liability which cannot legally be limited or excluded. Subject to that, Interpak shall not be liable for indirect, economic, incidental, special or consequential loss, including loss of profit, goodwill, anticipated savings, revenue or contracts. Interpak's total liability for any claim shall, at Interpak's option, be limited to repair, replacement, re-supply, credit or the price paid for the goods giving rise to the claim. Interpak shall not be liable for defects caused by incorrect customer information, unsuitable specification, misuse, poor storage, exposure to weather, alteration, handling damage or use outside the agreed purpose.
<b>Prices and Quotations</b>	All prices quoted are quoted without engagement, notwithstanding any offer, tender, quotation or price list. Orders are only accepted subject to the condition that goods will be invoiced at the prices ruling on the day of despatch. If the whole order as quoted is not placed with us, or if the quantity, specification, delivery arrangements or costs of raw materials, bought-in goods, tooling, labour, energy, carriage or other costs change before despatch, we reserve the right to revise our prices. Typing, clerical and pricing errors are subject to correction.
<b>VAT</b>	All prices quoted are exclusive of VAT which may be levied at the rate current at the time of delivery.
<b>Return of Materials</b>	The Company cannot accept the return of any specially produced, specially ordered, printed or customer-specific goods unless agreed in writing. Stock items may be returned if agreed by prior arrangement, and Interpak reserves the right to levy an appropriate handling or re-stocking charge to cover the relevant administration costs.
<b>Goods held in stock for Customers</b>	We are happy to bespoke carry products for you in stock so you can call them off quickly as and when required. We reserve the right to supply and invoice any products which have not moved for over 6 months, unless by prior arrangement.
<b>Restocking Fees</b>	We reserve the right to charge a restocking fee of 20% to cover administration and paperwork if goods are ordered and then cancelled. We often have to buy in raw materials or stock products to fulfil orders and therefore reserve the right to charge this fee if cancelled prior to delivery.
<b>Retention of Title</b>	<ol style="list-style-type: none"> <li>1. Risk shall pass to the buyer so that the buyer is responsible for all loss, damage or deterioration of the goods at the time of delivery.</li> <li>2. The reservation of title contained in the following sub-paragraph of this paragraph shall not affect the buyer's responsibility to effect such insurance cover as it may consider to be appropriate.</li> <li>3. Title to the goods or any relevant part thereof shall only pass to the buyer when: (a) the buyer has paid to the seller all sums due and payable by it to the seller under this contract; or (b) the seller serves on the buyer notice in writing specifying that title in the goods or part thereof has passed.</li> <li>4. The seller may recover goods in respect of which title has not yet passed to the buyer at any time and the buyer hereby licences the seller (Interpak), its officers, employees and agents to enter upon the premises of the buyer and/or any other premises where the goods are stored for the purpose of recovering any goods in respect of which title has not passed to the buyer, or satisfying itself that the goods remain in the buyer's possession.</li> </ol>

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**Foam Die-Formes, Tooling and Intellectual Property**

All die-formes, foam tools, press tools, patterns, drawings, CAD files, samples, prototypes, designs, specifications, technical solutions and similar items created, purchased or supplied by Interpak for the manufacture of customer goods remain the property of Interpak unless expressly agreed otherwise in writing.

Where a customer is charged for tooling, die-formes or similar items, that charge is a contribution towards the cost of producing or purchasing the tool for use on Interpak's machinery. It does not transfer ownership of the tool, design, drawings, CAD files, manufacturing method or intellectual property to the customer, unless expressly agreed in writing by Interpak.

Interpak will use reasonable care to store and maintain tooling while it remains in use, subject to fair wear and tear. Interpak accepts no liability for tooling stored at its premises except where damage is caused by Interpak's negligence. Interpak shall not be responsible for damage or loss caused by fire, flood, theft, accident, force majeure or other events outside its reasonable control.

The customer must not copy, reproduce, reverse-engineer, remove, supply to a third party or use Interpak's tooling, designs, drawings, CAD files, samples, prototypes, technical solutions or manufacturing know-how without Interpak's prior written consent.

If a customer requests the release or removal of any tooling, Interpak may refuse release where the tooling, design or intellectual property belongs to Interpak, or where the customer has not paid all sums due. Where Interpak agrees to release tooling, Interpak reserves the right to charge an administration fee of £50 per die-forme or tool, together with any unpaid balance of the original tooling cost.

Where a job has not been made for a period of at least two years, Interpak reserves the right to assume that the job is no longer required and to dispose of, scrap or recycle the relevant tooling to enable Interpak to maintain space for currently used tools.

**Confidentiality and Law**

Any drawings, specifications, samples, pricing or technical information supplied by either party must be kept confidential and not disclosed without written consent, except where required by law. These conditions and any contract between Interpak Ltd and the customer are governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

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