



PackMentor General Terms and Conditions for Consultancy and Supply

1. General Application

1.1 Definitions

- "**PackMentor**" refers to PackMentor Consultants, trading as PackMentor.
- "**Client**" refers to the person, firm, or company purchasing Goods or Services from PackMentor.
- "**Goods**" refers to the packaging products or materials supplied by PackMentor.
- "**Services**" refers to the consultancy, design, advisory, or analytical work provided by PackMentor.
- "**Contract**" means the agreement between PackMentor and the Client for the sale and purchase of Goods or the provision of Services.
- "**Supplier**" refers to a third-party manufacturer or distributor engaged by PackMentor to directly supply Goods to the Client.

1.2 Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of [Insert Jurisdiction, e.g., England and Wales], and the parties submit to the exclusive jurisdiction of the courts of that jurisdiction.

1.3 Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

1.4 Variation

No variation of the Contract shall be effective unless it is in writing and signed by PackMentor and the Client (or their authorized representatives).



2. Terms Specific to the Supply of Goods

2.1 Orders and Acceptance

All orders placed by the Client are subject to acceptance by PackMentor. The Contract is formed when PackMentor issues a written acceptance of the order (Order Confirmation).

2.2 Price and Payment

The price of the Goods shall be as set out in the Order Confirmation. PackMentor reserves the right to increase prices due to any factor beyond PackMentor's control (including foreign exchange fluctuation, taxes, or increases in material cost) up until the date of delivery. Payment terms are [Insert standard payment terms, e.g., 30 days] from the date of invoice.

2.3 Delivery and Risk

- Delivery dates are estimates only and time for delivery is not of the essence.
- Risk in the Goods shall pass to the Client upon completion of delivery (e.g., loading onto the Client's vehicle or unloading at the Client's premises).
- PackMentor is not liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Client's failure to provide adequate delivery instructions.

2.4 Title

Title to the Goods shall not pass to the Client until PackMentor receives payment in full for the Goods and any other goods or services that PackMentor has supplied to the Client.

2.5 Quality and Warranty (Goods)

PackMentor warrants that on delivery, the Goods shall conform in all material respects with the agreed specification. The warranty is subject to the Client notifying PackMentor of any defect within 3 days of delivery and allowing PackMentor reasonable opportunity to examine the Goods.



2.6 Third-Party Supply Arrangements

Where PackMentor facilitates an order, but the Goods are supplied, delivered, and invoiced directly by a Supplier:

- **Role of PackMentor:** PackMentor acts solely as an **intermediary or agent** in introducing the Client to the Supplier.
- **Contract for Goods:** The contract for the sale and purchase of the Goods is between the **Client and the Supplier**.
- **Liability:** PackMentor makes **no warranties** regarding the quality, fitness for purpose, or delivery of the Goods. The Client agrees that the Supplier is solely liable for all issues related to the Goods, delivery, and invoicing.
- **Governing Terms:** The terms and conditions (including payment terms, warranties, and returns policies) of the **Supplier** will govern the transaction for the Goods, superseding Sections 2.2, 2.3, 2.4, and 2.5 of these General Terms and Conditions.

3. Terms Specific to Consultancy Services

3.1 Provision of Services

PackMentor shall provide the Services with reasonable care and skill, in accordance with the agreed Scope of Work outlined in the Service Agreement or Proposal.

3.2 Client Obligations

The Client shall:

- Co-operate with PackMentor in all matters relating to the Services.
- Provide PackMentor with such information and access to documents as PackMentor may reasonably require in a timely manner.
- Ensure that any information provided to PackMentor is complete and accurate in all material respects.

3.3 Fees and Payment (Services)

The fees for the Services shall be calculated as set out in the Service Agreement or Proposal. Invoices shall be submitted monthly or upon completion, as agreed, and are payable within [Insert duration, e.g., 30 days].



3.4 Intellectual Property (IP)

All Intellectual Property Rights in or arising out of or in connection with the Services (other than IP Rights in any materials provided by the Client) shall be owned by PackMentor until the Client has paid all fees due under the Contract. Upon full payment, PackMentor grants the Client a non-exclusive, perpetual, worldwide license to use the Deliverables for the Client's internal business purposes.

4. Limitation of Liability and Indemnity

4.1 Limitation of Liability

PackMentor's total liability to the Client shall not exceed the total price paid by the Client for the specific Goods or Services giving rise to the claim. PackMentor shall under no circumstances whatsoever be liable to the Client for any loss of profit, loss of revenue, or any indirect or consequential loss arising under or in connection with the Contract.

4.2 Indemnity

The Client shall indemnify PackMentor against all liabilities, costs, expenses, damages, and losses suffered or incurred by PackMentor arising out of or in connection with the Client's negligence, breach of the Contract, or breach of any applicable laws.

5. Termination

PackMentor may terminate the Contract with immediate effect by giving written notice to the Client if:

- The Client fails to pay any amount due on the due date for payment.
- The Client commits a material breach of any term of the Contract.
- The Client takes any step or action in connection with its entering administration, provisional liquidation, or any analogous insolvency proceedings.