Terms & Conditions 2022/2023 Contract Packaging Services.

Terms and conditions may be updated at any time.

- 1.Guarantee: Staffordshire Brewery will always endeavour to handle the customers product in the best interest of the customer but CAN NOT accept responsibility for the failure of the product to be packaged or to meet the expectations of the customer.
- 2. Ownership: During Contract packaging the customer retains ownership of the product during the packaging procedure and that period is defined by the period of duty suspension. However any packaging or labelling supplied by Staffordshire Brewery in the process of bottling/canning remains the property of Staffordshire Brewery until the services have been paid for in full.
- 3. The Service: Staffordshire Brewery will undertake packing customer's product according to standard practice at the time of packing. Staffordshire Brewery reserves the right to change standard practice without notice and it is the responsibility of the customer to maintain up to date information from us. All reservations must be confirmed via email or writing. A packaging slot may be requested via email and once the Operations manager has allocated a suitable date you will be notified accordingly, at that point we then require email or written confirmation to guarantee the booking.
- 4. Cancellation: Staffordshire Brewery accepts and understands that from time to time things change. If a reservation is cancelled by the customer with less than 2 wks' notice to receipt of their beer they will incur a charge of £200 per 1,000 litres.
- 5. At customers discretion (recommended 6 months +/-6 months). Regarding beer products this is dependent on levels of polyphenols, protein, and tannoids in the beer sent for bottling. We give a minimum 1 month guarantee from packaging date, filtered to .45 micron. Haze may appear over time on highly hopped beers. Other products packaged we offer a 1 month guarantee from packaging date.
- 6. Liability: Staffordshire Brewery is responsible for meeting the legal requirements of Environmental Health, Trading standards, HM customs and excise or any other such body except in the use of Customer materials. Including the declaration of ABV, labels etc.
- 7. Shelf Life: The shelf life of the packaged product is not determined by Staffordshire Brewery, the customer must confirm their requirement at the time of reservation. The customer may base their decision on advice given by Staffordshire Brewery. The shelf life must be expressed by way of the label applied to the bottle. Staffordshire Brewery will apply processes to stabilise the customer's product which is to be bottled/canned. These are processes that are standard to ourselves and described as such in the technical document, but we reserve the right to change standard processes without notice. Staffordshire Brewery will always use a process to stabilise the customer's product in the best interests of the customer.
- 8. Liability for the packaging materials: Staffordshire Brewery will usually provide the packaging materials required to complete the packaging service but reserve the right to change the design or

appearance of such materials without notice. Before such changes we will endeavour to contact the customer and act in their best interests.

- 9. Liability for customer's materials: Customers materials stocked and used by Staffordshire Brewery will be kept in good condition and will be used or applied as part of the packaging service. Staffordshire Brewery is not liable for the suitability or failure of these materials to meet the requirements of the packaging service or to satisfy legislation required by trading standards, HM customs and excise or any other such body.
- 10. Liability for packaging materials and packaging labels: Staffordshire Brewery is responsible for supplying reasonable packaging and labels for packaging for transit and is defined as such in the bottling/canning technical sheet. Staffordshire Brewery is not responsible for the contents of the packaging labels to meet the requirements of the customer and or end user.
- 11. Accidental damage or loss: Staffordshire Brewery is not liable for packaged product once it has left the premises for whatever reason. If we arrange transport back to yourself by haulier, and accidental damage or loss occurs, we will endeavour to gain compensation on your behalf, from the haulier. The hauliers insurance may offer limited scope for compensation, unless you have taken out extra insurance.
- 12. Packaging Charges: Charges may change from time to time. All pricing is quoted on our website. Notice of any change will appear at bottom of email correspondence.
- 13. When things do go wrong: Very very occasionally things go wrong, and equipment malfunctions. If you do have an issue with any product packaged by ourselves, and falling within our standard shelf life guarantee, our liability is limited to the cost of the brewing materials (yeast, hops, malt used at the time), or other materials for other packaged products. We will not be liable for any third party losses, loss of profits, overheads, loss of reputation or brand awareness, or costs relating to fines from wholesalers, or costs relating to the recollection of faulty products from your customers. We also require any failed product to be returned to us unless we agree otherwise, for destruction
- 14. Any beer (or other liquids) will be insured against damage, fire, or theft for 14 days from receipt of the beer. (or other liquids). Please make your own arrangements if you require insurance after 14 days