

## **Terms & Conditions Contract Packaging Services**

Terms and conditions may be updated at any time.

**1. Guarantee:** Staffordshire Brewery Ltd 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 Ltd in the process of bottling/canning remains the property of Staffordshire Brewery Ltd until the services have been paid for in full.

**3. The Service:** Staffordshire Brewery Ltd will undertake packing customer's product according to standard practice at the time of packing. Staffordshire Brewery Ltd 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 production 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 Ltd accepts and understands that from time to time things change. If a reservation is cancelled by the customer with less than 2 weeks notice before due arrival date, their beer a charge of £200 per 1,000 litres will be made

**5. Shelf life at customers discretion.** The shelf life of the packaged product is not determined by Staffordshire Brewery Ltd; the customer must confirm their requirement at the time of reservation. 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. Although the sterile filtered process is robust, we cannot guarantee there will be no bacteria in the finished product.

**6. Liability:** Staffordshire Brewery Ltd 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. Liability for the packaging materials:** Staffordshire Breweyr Ltd 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.

**8. Liability for customer's materials:** Customers materials stocked and used by Staffordshire Brewery Ltd will be kept in good condition and will be used or applied as part of the packaging service. Staffordshire Brewery Ltd 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.

**9. Liability for packaging materials and packaging labels:** Staffordshire Brewery Ltd 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 Ltd is not responsible for the contents of the packaging labels to meet the requirements of the customer and or end user.

**10. Accidental damage or loss:** Staffordshire Brewery Ltd 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.

**11. Packaging Charges:** Charges may change from time to time.

**12. When things do go wrong:** 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 (1 month ), 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

**13. Insurance:** 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.