

Terms of service

Terms & Conditions of Sale

Last updated: February 2026

These Terms & Conditions of Sale (“Terms”) govern all quotations, orders, and purchases of goods supplied by BME Packaging (“BME Packaging”, “we”, “our”, or “us”).

By placing an order with us, the customer (“you” or “your”) agrees to be legally bound by these Terms.

1. Application of Terms

These Terms apply to all quotations, orders, and supplies of goods unless otherwise agreed in writing by BME Packaging.

- Any terms and conditions proposed by you are expressly excluded unless accepted by us in writing.
 - These Terms prevail over any inconsistent customer documentation.
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2. Quotations and Order Acceptance

- All quotations are non-binding and subject to change until formally accepted by us in writing or through order confirmation.
- Prices, specifications, availability, and lead times may change prior to order acceptance.

We reserve the right to refuse or cancel an order prior to dispatch, including where:

- Pricing, listing, or typographical errors occur;
- Payment cannot be verified or authorised.
- Supply, production, or stock constraints arise;
- We reasonably suspect fraudulent or unlawful activity.

If payment has been received for a cancelled order, a full refund of the amount paid will be issued.

3. Pricing and Payment

- All prices are shown in Australian Dollars (AUD) unless stated otherwise.
- Prices may be exclusive of GST, shipping, duties, customs charges, and additional fees unless expressly stated.

Unless approved, credit terms apply:

- Full payment is required prior to production or dispatch.

For approved trade or B2B accounts:

- Payment must be made within the agreed invoice period.
- Late payments may result in:
 - Suspension of supply
 - Cancellation of pending orders
 - Withdrawal of credit facilities
 - Recovery of reasonable collection costs and administrative fees

We reserve the right to charge interest on overdue amounts to the maximum extent permitted by law.

4. Custom Manufacturing and Artwork Approval

Where goods are custom-printed or manufactured, you acknowledge and agree that:

- Approval of artwork, specifications, quantities, and materials constitutes authorisation to commence production.
- You are solely responsible for:
 - Spelling, layout, and design accuracy
 - Colour selections and print specifications
 - Confirming dimensions, materials, finishes, and quantities

Once production has commenced:

- Orders cannot be cancelled, amended, or varied.

BME Packaging is not liable for errors contained in customer-approved artwork or specifications.

Our separate Artwork & Proof Approval Policy forms part of these Terms.

5. Production Timeframes

- All production and dispatch timeframes are estimates only and are not guaranteed.

Delays may occur due to:

- Material shortages
- Shipping disruptions
- Machinery or supplier issues
- Customs delays
- Events outside our reasonable control

Such delays do not constitute breach of contract and do not entitle you to cancel an order or claim damages.

6. Shipping, Delivery, and Risk

- Delivery timeframes are estimates and not guaranteed.
- Risk in the goods passes to you upon dispatch or collection, unless otherwise required by law.

You are responsible for:

- Providing accurate delivery details;
- Any re-delivery, storage, customs, duty, or clearance charges;
- Ensuring appropriate unloading facilities where required.

Claims for goods lost or damaged in transit must be submitted within a reasonable time after delivery is expected.

7. Manufacturing Tolerances and Variation

Custom packaging production is subject to recognised commercial tolerances, including:

- Colour variation between digital screens, CMYK print, and Pantone references;
- Variations due to materials, coatings, laminations, and lighting conditions;
- Minor dimensional, quantity, alignment, or weight tolerances.

Such variations are not defects unless they amount to a failure under the Australian Consumer Law (ACL).

8. Returns, Refunds, and Remedies

Returns and remedies are governed by our Exchange, Returns & Refund Policy, read together with these Terms.

Nothing in these Terms excludes, restricts, or modifies any rights available under the Australian Consumer Law.

Where goods fail to meet statutory consumer guarantees, remedies will be provided in accordance with applicable law.

9. Limitation of Liability

To the maximum extent permitted by law:

- BME Packaging is not liable for indirect, consequential, incidental, or business losses, including loss of profit, revenue, production downtime, or opportunity.
- Our total aggregate liability for any claim relating to supplied goods is limited to one of the following (at our election):
 - Replacement of the goods;
 - Resupply of equivalent goods;
 - Refund of the purchase price paid.

This limitation does not apply where liability cannot be limited under the Australian Consumer Law.

10. Intellectual Property

You warrant that:

- You have the legal right and authority to use all artwork, trademarks, logos, and content supplied to us.

You agree to:

- Indemnify and hold harmless BME Packaging against any claims, damages, or legal costs arising from copyright, trademark, or intellectual property infringement related to supplied artwork.

Unless agreed otherwise in writing:

- We may photograph, reproduce, or display completed work for portfolio, promotional, or marketing purposes.
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11. Force Majeure

We are not liable for delay or failure to perform obligations caused by events beyond our reasonable control, including but not limited to:

- Natural disasters
- Pandemics
- Supply chain disruptions
- Transport or freight failures
- Industrial action
- Government actions or regulatory changes

Performance is suspended for the duration of the force majeure event.

12. Governing Law and Jurisdiction

These Terms are governed by the laws of Australia.

Any disputes arising in connection with these Terms are subject to the courts of the Australian state or territory in which BME Packaging operates, unless otherwise required by law.

13. Changes to These Terms

We may update these Terms from time to time.

The version published on our website at the time an order is placed will apply to that order.

14. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

15. Contact

BME Packaging

Email: sales@bmepackaging.com.au

By placing an order, you confirm that you have read, understood, and agreed to these Terms & Conditions of Sale.