

## STANDARD CONDITIONS OF SALE

The following Standard Conditions of Sale shall govern this transaction except as otherwise specifically agreed in writing by the buyer and the seller:-

### 1. CONTRACT

(a) All quotations given and all Contracts of sale made by the seller are subject to these terms and conditions and prevail over any referred to by the Buyer or contained in any order, acceptance of quotation, confirmation or otherwise brought to the notice of the Seller and all other representations, terms, conditions or warranties, express or implied, are to the extent permitted by law hereby excluded.

(b) These conditions (as modified in accordance with (c) below) together with other matters contained in the Contract constitute the whole Agreement between the parties and supersede any prior promises, representations, warranties, undertaking or implication whether oral or in writing and for the avoidance of doubt the Buyer hereby acknowledges that it has not entered into the Contract in reliance upon any representations other than those which appear in writing in the Contract, and stipulated by the seller, its servants or agents

(c) These terms may be varied only by agreement in writing between the parties and such agreement must be made on behalf of the Seller by a Director or other person authorised (and known to the Buyer to be so authorised) by the Seller and no other action on the part of the Seller (whether delivery of the Goods or otherwise) shall be construed as an acceptance of any other terms or conditions whatsoever

(d) Any quotation issued by the Seller may be amended or withdrawn at anytime prior to the formation of any contract concluded by reference thereto. Quotations issued by the Seller are mere invitations to treat and not offers capable of acceptance so as to make a binding contract and must be acted on by the Buyer within any time limits set out in the quotation unless reconfirmed by the Seller

(e) The Contract shall only be effected when the Seller advises its acceptance of Order to the Buyer

(f) It is the duty of the Buyer to provide the Seller with all the information necessary for the fulfilling of an order or for the carrying out of the terms of a Contract and if any delay takes place on the Buyer's part in giving such information then the Seller may at its option cancel the order or rescind the Contract or charge the Buyer an additional price for the delay. In the case of cancellation the Buyer will be liable to the Seller for any loss incurred in connection with the order or contract

(g) The Seller shall be under no liability nor shall the Buyer be entitled to any remedy, by reason of any misrepresentation made to the Buyer or any agent of the Buyer by or on behalf of the Seller where the misrepresentation results from information derived from a third party which the Seller had received and acted upon in good faith and without reason to disbelieve or doubt

(h) The Contract is personal to the Buyer, who may not assign it without the prior written consent of the Seller and the provisions of the Contract shall survive its termination for as long as may be necessary to give efficacy thereto

(i) If the Buyer gives any delivery instructions or does anything in confirmation of any transactions for the purchase of goods from the Seller after the Buyer's receipt of this document it is deemed to accept the conditions.

## 2. PRICE

(a) The Seller may vary the price expressed in the Contract to reflect any increase (for whatever reason) in

the cost (whether direct or indirect) incurred by the Seller between the date of the acceptance of Order and the date of the Seller's invoice.

(b) Unless otherwise stated in the acceptance Order the prices specified are ex Seller's Works packaging or transport from the Seller's Works to the Buyer's premises

(c) Unless stated otherwise all prices are exclusive of insurance, Value Added Tax, import duties, excise duties or other taxes, imports or duties payable in respect of the goods. Any such taxes, imposts or duties shall be payable by the Buyer at the rate prevailing at the tax point date in addition to the price of the Goods and any other sums due to the Seller from the Buyer

## 3. PAYMENT

(a) Unless otherwise state in the contract payment shall be made by the Buyer within one month following the date of invoice and in the case of payment by cheque or other negotiable instrument payment shall be deemed to take place only when the sums concerned have been credited to the Seller's bank account

(b) If any payment to be made hereunder by the Buyer is overdue, interest shall be chargeable thereon as well after as before judgement on a basis from the day any sum becomes overdue until the sum due is paid with interest. Interest shall be paid at the rate of 4% above the base rate from time to time of HSBC Plc

(c) Time of payment shall be of the essence and failure to make any payment on the due date shall entitle the Seller at its option to treat the Contract as repudiated and act accordingly. Without prejudice to the foregoing, failure by the Buyer to pay for any Goods (where under this or any other Contact with the Seller) on the due date applicable thereto shall (without prejudice to any other remedies which it may have) entitle the Seller at its option to cancel the sale of any undelivered goods whether under this or any other contract

(d) All payment shall be made in full without deduction in respect of any set-off or counter claim

(e) Any bank charges incurred by the Seller as a result of re-presentation of the Buyer's cheques payable to the Seller in respect of goods and services supplied by the Seller to the Buyer and dishonoured for whatever reason when presented for payment shall be paid by the Buyer forthwith upon being notified of such charges

## 4. ACCEPTANCE

(a) The Buyer shall promptly accept the Goods when they are delivered or tendered for delivery in accordance with the Contract. In the event of the Buyer wrongly failing to so accept the goods the Buyer shall (in addition to any other liabilities which it may have to the Seller) be fully liable for all costs, charges and expenses including but not limited to storage and handling expenses incurred as a result directly or indirectly of its failing to accept the Goods

(b) Whilst it is the Seller's normal policy to delivery Goods in one lot the Buyer shall accept delivery by instalments or split deliveries and each instalment of part delivery whether or not the contract provides for such instalments for part delivery shall be considered a separate transaction which shall not affect the rights or liabilities of either party under the Contract as to the other instalments or part deliveries

(c) All goods shall be deemed to have been examined on receipt by the Buyer or its agents signing the appropriate delivery note or, if appropriate, rejecting the goods.

## 5. DELIVERY

(a) Unless Otherwise agreed with the Buyer any delivery times specified by the Seller are business estimates only and time shall not be of the essence and the Seller shall not be liable to the Buyer for any loss or damages sustained by the Buyer as a result of the Seller's failure to comply with such delivery times

(b) If the sum owing to the seller by the Buyer on any account whatsoever is not paid on its due date or if the Seller otherwise becomes dissatisfied with the Buyer's credit standing, the Seller may withhold delivery of the Goods until such time as arrangements for payment or credit are made which are satisfactory to the Seller

6. The Seller shall endeavour to produce the exact quantity ordered by the Buyer but shall be entitled to payment at the agreed price per piece for quantities delivered which exceed the quantity ordered by the Buyer up to a maximum of 10% over and above the quantity ordered and these terms and conditions shall apply to all quantities delivered

## 7. PASSING OF PROPERTY, RISK AND INSURANCE

(a) Notwithstanding delivery of the goods or any part thereof the property in the Goods shall remain in the Seller until the Seller has received payment in full of all amounts due in respect of the Goods and arising out of or in connection with all other contracts between the Buyer and the Seller. Until that time:-

(i) the Buyer shall hold the goods as bailee for the Seller, shall store or retain them in such a way that they are clearly and separately identifiable as the property of the Seller and shall if requested by the Seller deliver them up to the Seller

(ii) the Buyer shall be liable to the Seller for any loss or damage to the Goods howsoever caused and shall insure the Goods and all other Goods of the Seller as shall from time to time be in its possession against all risks in their full replacement value noting the Seller's interest on the policy and shall as and when requested by the Seller produce evidence to the Seller that this has been done

(iii) the Buyer may not mortgage charge pledge permit ant lien to subsist or arise on or otherwise encumber or dispose of the goods in any manner

(b) All origination work and artwork remain the property of the Seller unless supplied by the Buyer

(c) Formes shall remain the property of the Seller, but the Buyer shall be entitled to purchase forme(s) used for the production of goods supplied to the Buyer at a price equal to 50% of the cost of producing the forme(s) plus VAT

## 8. INDEMNITY

If any claim is made against the Seller that Goods infringe or that their use or resale infringes the patent copyright, design, trade mark or other industrial or intellectual property rights of any other person, the Buyer shall indemnify the Seller against all loss, damages, cost and expenses awarded against or incurred by the Seller in connection with the claim, or paid or agreed to be paid by the Seller in settlement of the claim

## 9. SELLER'S REMEDIES

(a) Without prejudice to any other rights which the Seller may have (and in particular, but without limitation, its rights under Clause 6 hereof) the Seller shall be entitled forthwith to determine the Contract demand immediate payment of any amount due or accruing due to the Seller whether under the Contract or otherwise, retain any deposits, re-sell the Goods in accordance with (b) below and/or to withhold or cancel any deliveries or instalments due to be made hereunder or under any other contracts between the parties if any of the following circumstances or events occurs or is reasonably likely to occur:-

(i) the Buyer is guilty of any breach non-observance or non-performance of its obligations hereunder and if it is capable of remedy, shall not have remedied such breach, non-observance or non-performance within thirty (30) days after notice thereof in writing; or

(ii) the Buyer shall be unable to pay its debts in the ordinary course of business or enter into liquidation, whether compulsory or voluntary (except for the purpose of and followed by reconstruction or amalgamation), or have a receiver appointed, or otherwise become subject to the insolvency laws of the country in which the buyer is situate or resident, or become bankrupt or make any arrangements or composition with its creditors or execute a bill of sale; or

(iii) the Buyer suffers a distress or execution or other legal process to be levied or enforced or sued out upon or against any part of the property, assets or revenue of the Buyer which is not discharged or stayed within 14 days; or

(iv) any event shall occur which under the laws of the country in which the Buyer is situate or resident has an effect equivalent to any of the events referred to in this sub-clause (a)

## 10. LIABILITY OF THE SELLER

In respect of Goods supplied but not manufactured by the Seller the Seller gives to the Buyer only such guarantees or warranties (if any) as the Seller may have and can enforce but the Seller shall not fall under any other liability whatsoever

11. The Seller shall repair or, at its option, replace any goods or part thereof supplied by the Seller which shall be shown to the satisfaction of the Seller, to have been defective in workmanship or material providing:-

(a) That written notice of complaint is received by the Seller within seven days of discovery of delivery

(b) The part is returned carriage paid to the Seller and shall in the event of replacement become the property of the Seller

(c) That the defect has not been caused by carelessness or improper treatment or neglect or by any omission to comply with any instructions given by the Seller

(d) That the goods or part thereof have not been supplied by the Seller more than one month prior to receipt of the notice of complaint

12. All conditions or warranties, express or implied by statute or otherwise, as to fitness of the Goods for a particular purpose are hereby excluded

13. In no event will the Seller be liable for any loss, injury or damage (save personal injury or death caused by the Seller's or its servants or agents' breach of duty or contract) howsoever arising except herein set fourth and shall not on any account be liable for consequential loss or damage howsoever caused and shall not be liable in any other way for the Goods

14. Nothing in the contract shall effect the rights of a consumer (within the meaning of the Unfair Contract Terms Act 1977)

#### 15. FORCE MAJEURE

The Seller shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligation hereunder where the same is occasioned by any clause whatsoever that is beyond the Seller's control including but not limited to fire, flood, strikes (whether involving the Seller's employees or those of another party), lockout or other labour dispute, accident to or breakdown of machinery, shortage of labour or materials or delay in transport, civil commotion, insurrection embargoes, quotas, acts or restrictions of government, import or export regulations, government regulations or any other event beyond the control of the Seller and should any such event occur the Seller may cancel or suspend the Contract without incurring any liability for any loss or damage thereby occasioned

#### 16. MISCELLANEOUS

(a) The invalidity, illegality or unenforceability for any reason of any part of the Contract shall not prejudice or affect the validity, legality or unenforceability of the remainder

(b) No failure on the part of either party hereto to exercise any rights under the Contract at any time shall operate as a waiver thereof, nor shall any single or partial exercise of any right under the Contract prelude any other or further exercise of any other right. The election by either party of a particular remedy in event of default by the other party shall not be exclusive of any other rights or remedies provided by law

(c) The Buyer shall not without the prior written consent of the Seller assign, transfer or sublet the benefit of the burden of the contract or any part thereof

(d) The Seller may, without prejudice to its liability hereunder, assign, transfer or subcontract this Contract or any part thereof to any other person or company

(e) No right or licence is granted by the Contract to the Buyer under any patent, copyright registered design or other protection except the right to use or re-sell the Goods

(f) No responsibility is accepted for the accuracy of drawings, patterns or specifications supplied by the Buyer

(g) Any notice or other communication required or permitted to be given under the Contract shall be in writing and shall be served on the Seller and the Buyer respectively by delivering the same or sending it by telex or facsimile transmission or by registered airmail to the registered office of respective party or to such other address as either party may notify in writing to the other party hereto. Any such notice shall be deemed to have been served at the expiration of 7 days after posting by registered airmail or 24 hours after having been sent by telex, or at the time of transmission in the case of facsimile transmission provided that a confirming copy thereof is sent by first-class pre-paid post to the other party within 24 hours of transmission.

(h) The headings used in these terms and conditions are for the purpose of convenience and identification and are not to be taken as limiting in any way the scope or possible construction of any Clause.

## 17. GOVERNING LAW

The Contract and the rights of the parties hereto shall be governed by and interpreted in accordance with English law. The Buyer hereby irrevocably agrees to submit to the jurisdiction of the English courts should the Seller refer any dispute thereto and waives any objection to any legal action or proceedings in the said court on the grounds of venue or forum non-conveniens.

## 18. COMPLIANCE WITH RELEVANT REQUIREMENTS

18.1 The parties shall:

18.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

18.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

18.1.3 comply with the Seller's Anti-corruption Policy, (as the Seller or the relevant industry body may update them from time to time (Relevant Policies)).

18.1.4 have and shall maintain in place throughout the term of the Contract policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate;

18.1.5 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this agreement; and

18.1.6 immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of the party or acquires a direct or indirect interest in that party (and each party warrants to the other that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract).

18.2 Breach of this clause 1 shall be deemed a breach of a material clause of these terms and conditions.

18.3 For the purpose of this clause 1, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 1 a person associated with any party includes but is not limited to any subcontractor of that party.