

GENERAL TERMS OF BUSINESS

1. INTERPRETATION

In these conditions:

“the company” means Storopack U.K Limited.

“the purchaser” means the person, firm or company named on the face of the Acknowledgement and Delivery Note with whom this is made.

“the Goods” means the goods or any part thereof agreed to be sold as described on the face of the Acknowledgement and Delivery Note

2. APPLICATION

- 2.1. These Conditions [as supplemented or modified from time to time with the express written consent of the Company] are the only conditions upon which the Company is prepared to deal with the Purchaser and they shall govern this Contract overriding any conflicting or supplementary conditions that the Purchaser may seek to impose on the Company.
- 2.2. No quotation [in whatever form] given by the Company or by any of its duly appointed agents constitutes an offer to sell and a contract will only be concluded when the Purchaser accepts the Goods or takes any other action amounting to acceptance of the contract. In particular [but without prejudice to the foregoing], any quotation will automatically be withdrawn if the Purchaser’s order has not been received by the Company within 30 days after the date of the quotation.
- 2.3. These Conditions [as modified in accordance with (2.1.) above and together with the matters referred to on the face of Acknowledgement of Order and Delivery Note embody the entire understanding of the parties and supersede any promises, representations, undertakings or implications.

3. PRICE

- 3.1. The price for the Goods shall be that expressed in the Company’s quotation.
- 3.2. The Company may vary the price so expressed to reflect any increase in the costs [whether direct or indirect] incurred by the Company in the production, or procurement, and supply of the Goods, between the date of the Company’s quotation and the date on which such Goods are delivered. In event of the dispute as to the amount of such increase, a certificate of such amount given under the hand of the Company’s officers shall be conclusive thereof.
- 3.3. Unless otherwise stated in the Company’s quotation the price includes the cost of packing and delivering the Goods to the destination in the United Kingdom stated on the face of the Acknowledgement of Order and Delivery Note.
- 3.4. The price and any additional costs shall be subject to the addition of Value Added Tax, or any other tax of duty payable by the company [other than on its income] by reason of performing the Contract, at the rate from time to time in force.

4. PAYMENT

- 4.1. Unless otherwise expressly stated by the Company in writing and subject to clause 10.2. below payment shall be made by the Purchaser in the currency used in the Company’s quotation not later than thirty days after the end of month of invoice.

- 4.2. The purchaser shall pay in full the price determined under Condition 2 without any deduction or set-off whatsoever.
- 4.3. Time of payment shall be of the essence and if any payment that is to be made hereunder by the Purchaser to the Company is overdue, interest will be chargeable thereon after as well as before judgment on a day to day basis at a rate equivalent to an annual rate of 3 per cent over the Base Rate published from time to time by Santander Bank Plc until the sum due is paid in full without prejudice to any other rights of the Company.

5. DELIVERY

- 5.1. Any delivery date specified in the Company's quotation in the Acknowledgement of Order and Delivery Note or elsewhere is given by the company in good faith, but is a business estimate only and the Company will not be liable to the Purchaser for any loss or damage sustained by the Purchaser nor shall the Purchaser be entitled to reject the Goods or any instalment thereof as a result of the Company's failure, for whatever reason, to comply therewith.
- 5.2. The Goods or any instalment thereof may be delivered in more than one consignment where in the company's reasonable judgment such delivery by consignment is appropriate.
- 5.3. Subject as aforesaid delivery of the Goods shall be made in accordance with the delivery instruction set out on the Acknowledgement of Order and Delivery Note. If delivery is made direct to a third party at the request of the Purchaser the Purchaser hereby authorises such third party to accept the Goods on behalf of the Purchaser.
- 5.4. Delivery of the Goods to a carrier for the purpose of transmission to the Purchaser shall constitute delivery of the Goods for the purpose of this Contract. Section 32 [2] and [3] of the Sale of Goods Act 1979 shall not apply to this contract.
- 5.5. If any sum owing to the Company by the Purchaser on any account is not paid on its due date or if the Company otherwise becomes reasonably dissatisfied with the Purchaser's credit standing, the company may [without prejudice to any other rights or remedies it may have] withhold delivery of the Goods until such time as arrangements for payment or credit are made which are satisfactory to the Company.
- 5.6. Where the Goods are to be delivered by instalments or against call-off and the Purchaser fails to accept delivery of any Goods when due or [as the case may be] to call off or accept the entire contract quantity within 12 months after the date on which the Acknowledgement of Order and Delivery Note was despatched the Company may terminate the Contract forthwith without prejudice to its right to recover damages from the Purchaser for non-acceptance of any instalments including those due for delivery after the date of termination.

6. QUANTITIES

- 6.1. If the quantity of Goods delivered falls short or exceeds the quantity to be delivered pursuant to this Contract by an amount not exceeding ten [10] per cent of that quantity, the Purchaser shall accept any such under-or-over-delivery of Goods and shall not be entitled of any further delivery or to return any excess, and there shall be no adjustment to the price as determined in accordance with Condition 3.
- 6.2. If the quantity of Goods delivered falls short of or exceeds the quantity to be delivered pursuant to this Contract by an amount greater than ten [10] per cent of that quantity, the Purchaser shall be entitled only:
 - 6.2.1. in a case of under-delivery, at its option to:
 - 6.2.1.1. a further delivery of Goods to make up deficiency; or

- 6.2.1.2. a refund of that part of the price that was paid for the Goods not delivered;
- 6.2.2. in case of over-delivery, at its option, to return the excess or to retain the excess in which case the excess shall be paid for at the contract rate then prevailing.
- 6.3. In each case of under or over-delivery, the Acknowledgement of Order and Delivery Note must be made upon the Company so as to be received within 4 days of delivery. If the Purchaser fails to comply with either of these requirements he shall have no claim upon the Company in respect of any shortage in the quantity delivered or [as the case may be] shall be required to keep the excess and, in either case shall pay for the Goods accordingly.
- 6.4. All references in the quotation, the Acknowledgement and Delivery Note, the invoice and these Conditions are to unsettled volume of Loose Fill and notwithstanding the foregoing provisions of this Clause; no liability will be accepted by the Company for settling of the Goods which occurs during packaging, handling and delivery.

7. RISK

The Goods shall be at the risk of the Purchaser from the time at which they leave the Company's premises or if they are being stored in accordance with Condition 8 hereof and, except where the Goods are being so stored, the Purchaser shall be responsible for insuring the Goods.

8. STORAGE

- 8.1. The Company shall be entitled to store and insure the Goods at its own premises or elsewhere, in either case at the Purchaser's expense if:
 - 8.1.1. delivery of the Goods is not made to the Purchaser at the time specified therefore in accordance with Condition 4.1. by reason of any breach on the part of the Purchaser;
 - 8.1.2. the Company is withholding delivery of the Goods pursuant to Condition 4 [e]; or
 - 8.1.3. delivery cannot be made for any reason beyond the control of the Company.
- 8.2. Even if the Goods are being stored in accordance with paragraph 8.1. above, the Company shall be entitled to issue an invoice in respect of the Goods and the Purchaser shall pay for the Goods in accordance with Condition 3.1. hereof.

9. TITLE

The Goods are sold subject to such conditions as to title as are to be implied pursuant to Section 12 of the Sale of Goods Act 1979.

10. PASSING OF PROPERTY

- 10.1. Until such time as the Purchaser has paid all sums due to the Company on any account whatsoever all right and title to the Goods shall remain in the Company and the Purchaser will hold the Goods as the Company's bailee and fiduciary agent and will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Company.
- 10.2. Subject to the terms hereof the Purchaser is entitled to sell or use the Goods in the ordinary course of its business provided that until such time as the Purchaser has paid all sums due to the Company on any account whatsoever the Purchaser shall forthwith account to the Company in respect of the proceeds of sale of the Goods [including any book or other debts arising from such sale] and pending such account shall hold such proceeds for the account of and in trust for the Company. The power of sale and use given by this paragraph shall be terminated automatically:

- 10.2.1. if at any time prior to the Purchaser having paid all sums due to the Company on any account whatsoever the Purchaser goes into bankruptcy, liquidation or receivership; or any steps preparatory thereto are taken by the purchaser or any other person; or if a petition applying for an administration order to be made in relation to the Purchaser is presented; or
 - 10.2.2. if a distress, execution or other process is levied or enforced upon or sued out against or if an encumbrancer shall take possession of any of the property or assets of the Purchaser; or
 - 10.2.3. if the Company terminates this Contract.
- 10.3. The Purchaser hereby grants to the Company an irrevocable license to enter on the Purchaser's land for the purpose of repossessing any of the Goods in respect of which the Purchaser's power of sale and use has terminated in accordance with paragraph 10.2. above.
- 10.4. Notwithstanding that property in the goods may not have passed to the Purchaser under this Condition, the Company may maintain an action for the price.

11. GUARANTEE

- 11.1. The Company undertakes that, insofar as the Goods are of its own manufacture, if the Goods or any part thereof are shown to its reasonable satisfaction to have been defective in workmanship or material at the time of delivery, it will at its option replace or make good the defective Goods provided that the Company shall have no liability hereunder:
- 11.1.1. where the alleged defect ought to have been apparent on a reasonable visual inspection of the Goods, the Delivery Note and makes a written notification in respect thereof [identifying the relevant Goods, the nature of the alleged defect and the date of purchase] within 24 hours of delivery;
 - 11.1.2. in any case not falling within paragraph 11.1.1., unless the purchaser makes a written claim within seven days after the time at which the alleged defect is or ought reasonably to have been discovered and, in any event, within 30 days after the relevant Goods;
 - 11.1.3. if and to the extent that the alleged defect has been caused or aggravated by:
 - 11.1.3.1. the alteration or repair of the Goods or their packaging otherwise than by the Company or with the Company's prior written consent;
 - 11.1.3.2. use of the Goods otherwise than for the purpose[s] for which they were intended;
 - 11.1.3.3. misuse or neglect on the part of the Purchaser;
 - 11.1.3.4. continued use of the Goods after the time at which the alleged defect is or ought to have been discovered.
 - 11.1.4. unless the Goods claimed to be defective are made available to the Company for collection by it if it should so wish within two weeks after the making of a written notification pursuant to paragraphs [i] or [ii] above;
 - 11.1.5. unless the Purchaser allows the Company a reasonable opportunity to conduct such investigations as are reasonably necessary to satisfy itself as to the existence and consequences of any breach including [without limiting the foregoing] allowing the Company [or any person acting on its behalf]:
 - 11.1.5.1. unhindered access to any information that is relevant to the Company's investigations [in whatever medium the same may be stored] which is in the possession, power or control of the Purchaser; and
 - 11.1.5.2. a full opportunity to inspect the operation of any of the Purchaser's processes that is relevant to the Company's investigations.

11.2. The guarantee given in paragraph 11.1. above shall not apply to any of the Goods or parts thereof not manufactured by the Company. In respect of such Goods or parts thereof, the Company will use its best endeavours to secure recompense from its supplier in respect of any defect in workmanship or materials notified to indemnities given to it in respect thereof by its suppliers.

11.3. The guarantee given in paragraph 11.1. above shall not apply to any of the Goods or parts thereof not manufactured by the Company. In respect of such Goods or parts thereof, the Company will use its best endeavours to secure recompense from its supplier in respect of any defect in workmanship or materials notified to indemnities given to it in respect thereof by its suppliers.

12. MISREPRESENTATION

Where any misrepresentation is made by the Company which is [or would be but for any provision of this Contract] also a breach of this Contract, the Purchaser's remedies in respect thereof shall be limited to those [if any] to which he is entitled for the breach of contract.

13. DRAWINGS AND DESCRIPTIONS

All drawings, photographs, illustrations, specifications, performance data, dimensions, weights and the like, whether contained in this Contract or made by way of representation, have been provided by the Company in the belief that they are as accurate as reasonably possible, but they do not constitute a description of the goods, shall not be taken to be representations made by the Company and are not warranted to be accurate.

14. EXCLUSIONS

14.1. Conditions 9 to 11 set out the Company's entire liability in respect of the Goods and subject thereto:

14.1.1. all conditions and warranties, express or implied by common law, statute or otherwise as to any of those matters are hereby expressly excluded; and

14.1.2. the Company shall have no liability in contract or in tort for any loss whatsoever description suffered by the Purchaser by reason of any breach of this Contract by the Company or its servants.

14.2. No statement as to quality forms part of the description of the Goods.

14.3. If, notwithstanding the provisions of paragraph 14.1. above, the Company is found liable for any loss or damage suffered by the Purchaser, the Company's aggregate liability therefore shall not exceed [100] times the amount of the price payable for the consignment in respect of which the Company has been found liable.

15. ALTERATIONS AND MODIFICATIONS

15.1. The Company may carry out alterations and modifications in the design, materials or methods of manufacture of the Goods as it may from time to time deem necessary or expedient. The Company may substitute other reasonably similar parts for any proprietary or special part ordered by the Purchaser which the Company considers to be unprocurable, whether at all or in sufficient quantities of in sufficient time or at an excessive cost to satisfy the Contract.

15.2. If such an alteration, modification or substitution is necessary but in the opinion of the Company none can reasonably be made, the Company's obligation to perform under this Contract shall be suspended until such time as alteration, modification or substitution becomes possible.

16. INDEMNITY

The purchaser shall comply with all instructions of the Company and all legislation in relation to the use, claim, demand, expenses or liability which the Company may incur arising out of or in connection with the breach of any such instruction or any such legislation relating to the use, processing, storage or sale of the Goods.

17. COPYRIGHT

Copyright and property in all drawings, descriptions, specifications and other documents supplied by the Company to the Purchaser for the purposes of this Contract shall remain in the Company or any person having rights therein.

18. NOTICES

Any notice to be given under this Contract shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified overleaf or such other address as that party may from time to time notify in writing to the other party and shall be deemed to have been given, if sent by post 48 hours after posting.

19. ASSIGNMENT

The purchaser shall not assign either in whole or in part its rights or obligations under this Contract without the prior written consent of the Company.

20. FORCE MAJEURE

The Company shall not be in breach of this Contract by reason of any delay in the performance or any non-performance of any of its obligations hereunder [and shall not be liable for any loss or damage caused thereby] where the same is occasioned by any event whatsoever that is beyond its control. Should any such event occur:

- 20.1. such obligations of the Company as are affected by the event shall be suspended for so long as the event continues;
- 20.2. in calculating the time at which the Company is to perform its obligations once the event has ceased, a period equal in length to the duration of the event shall be added to the time at which such obligations were to be performed before such event happened;
- 20.3. subject to paragraph 10.2. above, the parties shall negotiate in good faith with a view to agreeing upon such alternative terms as they may think reasonable in all circumstances [including without limitation the Company's obligations to third parties]; and
- 20.4. should the parties nonetheless be unable to reach agreement on alternative terms within one month of the occurrence of the event, either party may terminate this Contract in so far as it concerns any Goods that have not been delivered to the Purchaser by serving written notice thereof upon the other party without any liability to the other party in respect thereof. If the agreement is so terminated, the Company shall be entitled to receive or [as the case may be] retain such part of the price calculated in accordance with Condition 3 as is attributable to the delivery of such part of the Goods as has been completed prior to such termination.

21. IMPORT LICENCES

The purchaser shall procure any import licences required by law in connection with the Goods. Notwithstanding the non availability of any such licences or the imposition of any terms or conditions upon the grant of such licences or the total or partial prohibition of imports by any government, the Purchaser shall remain liable to perform its obligations under this Contract.

22. SUB-CONTRACTS

The company may sub-contract the performance of the Contract or any part thereof.

23. LAW AND JURISDICTION

The contract shall be governed by and construed in accordance with English Law. The Company and the Purchaser hereby agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract and that accordingly any proceedings arising out of or in connection with this Contract shall be brought in such courts.