

STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS

1 DEFINITIONS

- (a) **“Acceptance”** means an acceptance of an Order made by the Company to the Customer in writing in the form of an acceptance acknowledgement or confirmation of order;
- (b) **“Conditions”** means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company;
- (c) **“the Company”** means Belmont Packaging Limited (Company Number: 01376408) whose registered office is at 3 Ormside Close, Hindley Industrial Estate, Hindley Green, Wigan. WN2 4HR and/or any subsidiary or associated company or division of Belmont Packaging Limited specified in the Quotation;
- (d) **“Contract”** means the contract between the Company and the Customer for the sale of the Goods which is subject to these Conditions
- (e) **“Customer”** means the person described as such in the Quotation and/or Acceptance and hereafter defined;
- (f) **“Goods”** means the articles or things or any of them described in the Quotation. Where the Customer supplies the Customer’s own raw materials for the Company to carry out work thereon then “goods” shall mean the resulting product of such work and raw materials
- (g) **“Intellectual Property Rights”** means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- (h) **“Order”** means the order placed by the Customer for the supply of the Goods;
- (i) **“the parties”** means the parties to the Contract;
- (j) **“Proofs”** shall mean proofs sketches samples cutting and creasing forms printing and stereo plates;
- (k) **“Price”** means the price for the Goods excluding carriage, packing, insurance and VAT;
- (l) **“Quotation”** means a estimate for the Price of goods sent by the Company to the Customer following their initial enquiry;
- (m) **“Specification”** means the technical description (if any) of the goods contained or referred to in the Quotation..

2 INCORPORATION

- (a) A Contract shall be formed when the Company sends an Acceptance to the Customer.

- (b) All Quotations and Contracts that form part of the ongoing relationship between the parties shall be deemed to incorporate these Conditions which shall prevail over and take the place of any other terms or conditions referred to, offered, relied on or contained in any Order or any other document of or communication with the Customer whether in negotiation or at any stage in the dealings between the parties.
- (c) All Orders shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions and shall be deemed as evidence of the Customer's acceptance of these Conditions.
- (d) No other agreement representation or promise of any kind shall form part of alter vary supersede or operate as a waiver of these Conditions or any of them unless expressly made or accepted as such by the Company in writing (including any special conditions)
- (e) The Contract is entered into on the basis of the Specification
- (f) The Specification is subject to the fact that manufactured quantities are subject to a variation of plus or minus 10% the surplus or shortage shall adjust the Price pro rata. Specified dimensions are subject to a tolerance of plus or minus 3mm. In the case of flexible packaging the Specification is subject to the tolerances of the Packaging and Industrial Films Association if greater than those otherwise specified. Where the Goods are specified in a particular colour or colours then reasonable slight variations of such colour or colours in the lightness or shade of such colour or colours shall be permitted particularly having regard to the surface to which any colouring material is attached. In any event the Company shall not be liable for colour variations.

3 QUOTATIONS

- (a) Quotations do not constitute an offer by the Company to supply the Goods or perform any services referred to therein.
- (b) All Quotations expire automatically 30 days after the date of issue unless expressly reinstated in writing by the Company at its absolute discretion or unless an earlier date is specified in the Quotation. Clerical errors and omissions are subject to correction.
- (c) The Company may change or withdraw a Quotation at any time in its absolute discretion before it has sent an Acceptance to a Customer.

4 USE OF GOODS OUTSIDE UK

Where the Customer orders the Goods for use outside the United Kingdom it shall be the Customer's sole responsibility to draw the Company's attention in writing at the time at which an Order is sent to the Company to any operating handling transportation or

climatic conditions which may affect the suitability of the Goods for the purpose required by the Customer. Otherwise the Company shall be entitled to assume that if the Goods are suitable for use under normal operating handling transportation or climatic conditions as existing in the United Kingdom they are reasonably fit for the purpose required by the Customer and of merchantable quality.

5 PRICE

- (a) The Price as stated in the Acceptance shall not be increased nor shall any reduction be made for any reason whatsoever save as provided by these Conditions. All carriage and any packaging costs shall be paid for by the Customer in addition to the amount stated in the Acceptance.
- (b) Unless otherwise stated in writing the Price is ex works and exclusive of value added tax.
- (c) Unless otherwise stated in writing the Price may be increased by the Company at any time before commencement of manufacture of the Goods on giving the Customer reasonable notice in writing ("Increase Notice"). In such an event the Customer may by giving notice to the Company in writing within 14 days of receipt of the Increase Notice) cancel his order in total or with respect to that part of the Goods for which the Price is being increased (as the case may be) without further obligation or liability on the part of either party. If the Customer does not respond to the Increase Notice within the timeframe set out in this clause then he is deemed to have accepted the increase in the Price.
- (d) In any event the Company shall be entitled upon notice to the Customer (without entitling the Customer to cancel the order or part order) to adjust the stated Price to take account of:
 - (i) any costs to the Company resulting from delay by the Customer in giving the Company sufficient information to enable it to supply the Goods or resulting from any alteration made at the request of the Customer to the Specification or to the place to which they are to be delivered or shipped or if works are required to be performed outside of normal working hours or more quickly than is usual. In this situation the Company also reserves the right to levy a reasonable administrative charge on the Customer for any inconvenience suffered;
 - (ii) any increase in the cost to the Company of producing or delivering the Goods caused by factors beyond the Company's control between the date of the contract and the date when delivery is complete (including but without limitation a fluctuation in currency exchange rates);

6 PAYMENT

- (a) Unless otherwise stated in the Contract, payment will be due to the Company (subject to clause 6(b) below) within 30 days of the date at which an invoice in respect of the Goods is raised (the "Due Date"). The Company may raise invoices in respect of the Goods (and/or other items) at any time following the Contract coming into force in its absolute discretion. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Company's invoice. Time for payment shall be of the essence.
- (b) The Price shall not be payable by installments unless the Company agrees that the Customer may do so in writing and a written schedule of payments is agreed between the parties ("the Schedule"). When the Price is payable by installments payment is due on the dates stated in the Schedule without demand being made and in default of payment of any one installment of the Price the entire balance of the Price shall immediately become due and payable.
- (c) A cheque given by the Customer to the Company in payment shall not be treated as a discharge until the same has been met on presentation.
- (d) Unless otherwise expressly stated in writing all prices stated are payable in pounds sterling.
- (e) The Company shall not be obliged to commence manufacture of the Goods unless and until the Customer shall have paid to the Company such sums by way of deposit as shall be specified in the Quotation or Acceptance or as otherwise agreed between the parties in writing.
- (f) Where Goods are to be delivered outside the United Kingdom the Contract is subject to payment by confirmed irrevocable letter of credit or by such other method as the Company may specify in writing.
- (g) If full payment is not made by the Due Date or if the Customer defaults under clause 6(b):
 - (i) the Company shall be entitled to charge and receive interest on the unpaid balance at the rate of 10% above Lloyds Bank Plc base rate for the time being from the Due Date until the date of actual payment and shall accrue at such rate after as well as before any judgment;
 - (ii) the Company may require payment in advance of delivery in relation to any goods not previously delivered whether under the Contract or not, suspend any further deliveries under the Contract or any other contract with the Customer until payment is made whether ordered under the Contract or not and without incurring any liability whatsoever to the Customer for non delivery or any delay in delivery or (without prejudice to any of its other rights);

(iii) the Company shall be entitled to charge the Customer for credit control letters at the Company's standard rates per letter until the bill is paid in full in addition to any interest charged and the Customer shall fully and effectively indemnify the Company against all costs and expenses incurred (including but not limited to legal costs) in relation to enforcement of payment.

(iv) the Company may cancel the Contract or any other contract in relation to such further deliveries and recover any Goods already delivered at the Customer's expense.

7 THE GOODS

- (a) The quantity and description of the Goods shall be as set out in the Quotation.
- (b) Any description given to or applied to the Goods is given by way of identification only and the use of such description does not constitute a sale by description. For the avoidance of doubt, the Customer hereby affirms that it does not in any way rely on any description when entering into the contract.
- (c) Where a sample of the Goods is shown to and inspected by the Customer, the parties hereto accept that such sample is so shown and inspected for the sole purpose of enabling the Customer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample.
- (d) Where because of factors beyond the reasonable control of the Company it becomes unduly difficult or expensive for the Company to supply the Goods as originally ordered or specified the Company reserves the right to renegotiate the contract notwithstanding any order for the Goods has been acknowledged, accepted or confirmed by the Company.
- (e) In such circumstances the Company shall not incur any obligations to supply the Goods or any items comprised therein as originally ordered or specified or to supply any such item which has become obsolescent or unduly difficult to obtain.

8 RISK

Goods supplied by the Company shall be at the Customer's risk immediately from the time of dispatch of the Goods from the Company's premises. Where the Customer chooses to collect the Goods itself risk will pass when the Goods are entrusted to it or set aside for its collection whichever happens first. The Customer should therefore be insured accordingly.

9 RETENTION OF TITLE

- (a) Notwithstanding that risk in the Goods shall pass to the Customer in accordance with clause 8, title to the Goods sold pursuant to a contract (whether they remain separate and identifiable, or whether they are incorporated in or are mixed with other goods belonging to the Company, the Customer or a third party) shall remain with the Company until payment has been received by the Company;
- i) for those Goods;
 - ii) for any other goods supplied by the Company
 - iii) for any other monies due from the Customer to the Company on account and for any reason.
- (b) Until title to the Goods passes to the Customer as above the Customer shall keep the Goods separately and readily identifiable as the property of the Company; not attach the Goods to real property without the Company's consent; nor sell the Goods to a third party (whether as part of another product or alone).
- (c) Notwithstanding clause 9(b), any resale by the Customer in which property has not passed to the Customer shall be a sale by the Customer as bailee of the Company (as between the Company and the Customer only) and subject to the following provisions, the Customer owes to the Company the normal fiduciary obligations of a bailee by way of custody in respect of the Goods. In so far as the Customer shall, or shall purport to, offer for sale and sell the Goods, it shall do so only at the best obtainable price in the ordinary course of its business as principal and not as agent for the Company. The Company shall, by reason of the said relationship of bailment between the Customer (as bailee) and itself (as bailor), be and remain legally and beneficially entitled to the proceeds of sale and the Customer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept by or on behalf of the Customer in a separate and identifiable form. The proceeds shall not be paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the Customer shall discharge the debt due to the Company and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged.
- (d) The Customer's rights to possession of the Goods shall cease if it does anything or fails to do anything which would entitle an Administrator or Administrative Receiver to take possession of any of the assets in the possession of, or control of, the Customer or would entitle any person to present a petition for winding up against the Customer.
- (e) The Customer grants to the Company an irrevocable license to enter at any time any vehicles or premises owned or occupied by the Customer or in its possession for the purpose of repossessing and removing any such Goods the property in which it has

- remained in the Company under Clause 9 hereof. The Company shall not be responsible for and the Customer will indemnify the Company against liability in respect of damage caused to such vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid when exercising its rights in accordance with this Clause 9.
- (f) Notwithstanding clause 9(c), the Customer must ensure that if the Goods are to become affixed to any land or building they shall be capable of being removed without material injury to such land or building and to take all necessary steps to prevent title to the goods from passing to the landlord (if any) of such land or building. The Customer warrants to repair and make good any damage caused by the affixation of the Goods to or their removal from any land or building and to indemnify the Company against all loss damage or liability it may incur or sustain as a result of such affixation or removal.
 - (g) The Customer is licensed by the Company to process the Goods but in so doing confirms a bailment for processing relationship with the Company, the new product or products or any chattel created shall be separately stored and marked so as to be identifiable as the property of the Company as bailor.

10 DELIVERY

- (a) Unless otherwise agreed in writing, delivery of the Goods shall take place at the address agreed between the Customer and the Company in writing prior to the Contract coming into force, on the date specified by the Company. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery..
- (b) All dates specified as to delivery (where applicable) of the Goods are estimates only and the Company shall not be liable for delay or any damage or inconvenience sustained by the Customer as a result of any such date not being met. In all cases time shall not be of the essence.
- (c) Where the Company concludes the contract of carriage and/or insures the Goods in transit the Company shall be deemed to be acting solely as the Customer's agent and sections 32(2) and (3) of the Sale of Goods Act 1979 shall not apply.
- (d) The Company shall be under no liability whatsoever for any loss damage deterioration or delay of or to the Goods whatsoever and howsoever caused during transit or at any time after the risk has passed to the Customer.
- (e) Where Goods are ready for delivery the Company may postpone delivery at the request of the Customer. In such event the Customer shall make the payment in accordance with Clause 6 hereof. The Company may store the Goods at its own premises or elsewhere at

- the Customers sole risk and expense and all storage insurance and transport arrangements and the costs and expenses thereof shall be the Customers sole responsibility.
- (f) Where reasonably necessary delivery may be made by installments and any failure or default in one installment will not vitiate the Contract as to the remaining installments. The Company will make all reasonable efforts to complete delivery within a reasonable time. Where the Customer fails or refuses to take delivery of any one or more of the installments the Company (at its sole option) shall be entitled to suspend further deliveries of the goods or treat the Contract as repudiated.
 - (g) Where delivery is expedited at the request of the Customer an additional charge may be made for expedition at the Company's discretion and any defects reasonably attributable to such expedition shall be the Customer's sole responsibility.
 - (h) The Customer shall be deemed to have accepted the Goods 48 hours after delivery by the Company and after acceptance the Customer shall not be entitled to reject Goods which are not in accordance with the contract. If the Customer properly rejects any of the Goods which are not in accordance with the Contract the Customer shall nonetheless pay the full Price for such Goods unless the Customer promptly gives notice of rejection to the Company and at the Customer's cost returns such Goods to the Company before the date when payment of the Price is due.
 - (i) After acceptance the Customer shall not be entitled to reject Goods which are not in accordance with the Contract..

11 PROOFS & SAMPLES

- (a) Unless otherwise agreed, the cost of all Proofs produced at the Customer's request either experimentally or otherwise will be borne by the Customer.
- (b) All changes on and after first proof including alterations in style will be charged extra.
- (c) No responsibility will be accepted for any errors in Proofs which have been approved by the Customer.
- (d) Unless and until the Company has separately invoiced the Customer for and the Customer has paid for the Proofs (including all research and development costs and outpayments incurred by the Company in relation to Proofs):-
 - i) title to Proofs shall remain vested in the Company.
 - ii) the Customer shall be deemed only to have licence to use Proofs.
 - iii) such licence may be revoked at any time by the Company giving written notice to the Customer to that effect.

- iv) It is a fundamental condition of such licences that the Customer shall not disclose Proofs or goods whose manufacture was based on Proof to any third party manufacturer or supplier for the purpose of such third party supplying goods based thereon.
- v) On breach of this condition in addition to any remedy which the Company may have against the Customer the Company shall be entitled to recover from the Customer all research and development costs incurred by the Company in producing Proofs.

12 CUSTOMERS OWN SAMPLE OR SPECIFICATION

Where Goods are produced based on an original sample or specification supplied by the Customer then so long as the Goods reasonably correspond with such original sample or specification all warranties conditions or terms express or implied relating to fitness of the Goods for the purpose of the Customer or their merchantable quality are expressly excluded.

13 LIABILITY

- (a) The Company's whole liability and the Customer's sole remedies for any default shall be as set out in this clause 13 save that this clause shall not confer any rights or remedies to which the Customer would not otherwise be legally entitled.
- (b) Subject to the remainder of this sub-clause the Company will accept for return replace or (at its option) refund the Price or part thereof for any Goods which are defective or otherwise damaged or where the quantity delivered is not equal to the quantity stated on the delivery note or invoice provided that:
 - i) all Goods have been examined when delivered but if this has not been possible the carriers sheet has been signed "unexamined".
 - ii) Only authorised personnel of the Customer have signed for deliveries received.
 - iii) The Company or its representatives shall have first had the opportunity to inspect the Goods and be satisfied that the damage or defect or quantity shortfall referred to above existed at the time of delivery to the Customer and has not arisen by reason of misuse neglect or accident after the passing of risk to the Customer. To this end the Customer is advised to examine all Goods at the time of delivery.
 - iv) The Customer shall have notified the Company of such damage or defect or shortfall in quantity referred to above in writing within 72 hours of delivery.
 - v) The Customer shall have kept the Goods separate and apart and in a suitable condition until such time as the Company is able to inspect the Goods in accordance

with Clause 13(b)(iii) above and the Customer shall not be entitled to make any charge to the Company in respect of such storage.

- vi) The Customer shall not have processed the Goods in any way nor have converted them into strip or blank form.
- (c) The Company has no knowledge or control over the proximate or ultimate use to which any of its products may be put and accordingly and as otherwise may be required by the Unfair Contract Terms Act 1977.
- (d) No liability of any nature shall be incurred or accepted by the Company in respect of representation made by the Company, or on its behalf, to the Customer, or to any party on its behalf, prior to the making of the contract where such representations were made or given in relation to:-
- i) the correspondence of the Goods with any description;
 - ii) the quality of the Goods; or
 - iii) the fitness of the Goods for any purpose whatsoever.
- (e) No liability of any nature shall be accepted by the Company to the Customer in respect of any express term where such term relates in any way to
- i) the correspondence of the Goods with any description;
 - ii) the quality of the Goods; or
 - iii) the fitness of the Goods for any purpose whatsoever.
- (f) All implied terms, conditions or warranties as to the correspondence of the Goods to any description or satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Company or not) are hereby excluded from the contract to the fullest extent permitted by law.
- (g) The Company does not accept liability in any circumstances and whether in contract, tort or any other basis whatsoever and however caused for:-
- i) any loss of profit, business, contracts, revenues or anticipated savings; or
 - ii) any special, indirect or consequential damage of any nature whatsoever.
- (h) The Company does not exclude liability for
- i) death or personal injury and direct physical damage to tangible property of the Customer to such extent that such damage death or injury is caused by the negligence of the Company its employees agents or sub-contractors; and
 - ii) any breach by the Company of any terms as to title quiet possession and freedom from encumbrance which may be implied under the Sale of Goods Act 1979.
- (i) The Customers remedies (whether in contract or in tort including negligence) for any default shall be limited to damages

- (j) For any defect relating to Goods delivered hereunder then subject to the other provisions of this clause the Customer shall give written notice of any defect within 72 hours of its being discovered by the Customer. The Customer is advised to examine the Goods upon delivery and no claim will be entertained unless notified within 28 days of the date of delivery. Thereafter the Customer shall allow the Company every reasonable opportunity to correct the defect. If after a reasonable time following notification the Company fails to correct the defect the Company may at its option replace or refund the Price or part thereof for any Goods which are defective

14 LIMITATION OF LIABILITY

Where any court or arbitrator determines that any part of Clause 13 above is, for whatever reason, unenforceable, or in any event, the Company is found liable whether in contract, tort (including negligence or breach of statutory duty), breach of third party rights or otherwise, the Company's liability for the loss or damage suffered by the Customer shall not exceed the amount of insurance which is available to the Company in relation to any claim that is made against the Seller.

15 REMEDIES OF THE BUYER

- (a) Where the Customer rejects any of the Goods then the Customer shall have no further rights whatsoever in respect of the supply to the Customer of such Goods or the failure by the Company to supply Goods which conform to the contract of sale.
- (b) Where the Customer accepts or has been deemed to have accepted any Goods then the Company shall have no liability whatever to the Customer in respect of those Goods.

16 INDEMNITIES

Where the Goods are manufactured according to the Customers own specifications or sample then the Customer shall indemnify the Company against any claims by any third party arising directly or indirectly out of the performance of this Contract including without prejudice to the generality of the foregoing any fines impositions and penalties incurred by or levied upon the Company by reason of any act or default whatsoever by the Customer or any person responsible to the Customer.

17 LICENCES AND CONSENTS

The Customer shall obtain and maintain in force at its own expense all consents licences and permissions necessary for the manufacture storage and use of the Goods in accordance with any relevant statute regulation or bye-law or within the general law.

18 CUSTOMERS OWN MATERIALS

Where the Customer supplies the Customer's own materials for work to done by the Company:-

- (a) The Customer warrants that such materials are of good quality and suitable in all respects for work done by the Company;
- (b) In the event of the Customer's own materials being of inferior quality then:-
 - i) The Company shall be entitled to adjust the stated Price to take account of the extra cost of any work necessitated to bring the Goods up to the Specification;
 - ii) The Customer shall indemnify the Company against any damage or loss caused to the Company reasonably attributable to the inferiority of the Customer's own materials;
 - iii) Any condition, warranty or term of the Contract that the Goods are fit for the purpose for which they are required or are of a merchantable quality shall be deemed to have been complied with in every respect and no liability shall attach to the Company in this respect;
 - iv) In particular and without prejudice to the foregoing, the Company does not accept responsibility for any inconsistency of colour reasonably attributable to variations in the Customer's own materials.
- (c) Until the Company starts work on the Customer's own materials the property in such materials shall remain vested in the Customer and the Company shall use its best endeavours to store the Customer's own materials separately from those of the Company itself and those of the Company's other customers. Subject to reasonable wastage the Company will account to the Customer for any unused materials. The Company shall have a lien on the Customer's own materials in respect of all monies due to the Company on any account whatsoever.
- (d) After the Company has started work on the Customer's own materials the property in any resulting product of such materials and such work shall be vested in the Company and the Company shall be entitled to retain title thereto in accordance with the provisions of condition 9.
- (e) The Company reserves the right to notify the Customer of any deficiency in quantity of the Customer's own material up to and including the first manufacturing stage of any work carried out to such materials by the Company the Customer shall be responsible

immediately upon such notification of remedying such deficiency as soon as reasonably practicable and unless the Customer does so the Company will not be responsible for any resulting shortfall in the Goods.

19 SPECIAL MANUFACTURING DIFFICULTIES

- (a) The Company reserves the right to in its own absolute discretion cancel any Order or to return any Order unfulfilled or to modify or vary the Specification or the Customer's individual requirements for such Order.
- (b) This right may be exercised whenever in the reasonable opinion of the Company, manufacturing to the original Specification or to the original requirements to the Customer is likely to prove impracticable unduly difficult or uneconomic.
- (c) This right applies especially to but is not limited to difficulties arising because of the nature of the material to be used or in achieving colour consistency.

20 CREDIT REFERENCE

At any time before commencement of manufacture of the Goods the Company shall be entitled to terminate any Contract by giving 7 days notice in writing should the Customer's credit worthiness or standing not be to the Company's satisfaction.

21 INTELLECTUAL PROPERTY RIGHTS

- (a) The Intellectual Property Rights shall remain the property of the Company unless and to the extent stated in the Acceptance. Provided that the Customer complies with all of their obligations as to payment and otherwise the Company grants to the Customer a personal non-exclusive licence to use the Intellectual Property Rights in the normal course of the Customer's business but not further or otherwise. The Customer may not grant any sub-licence nor transfer the benefit of the licence hereby granted without the prior written consent of the Company.
- (b) Copyright in all drawings, reports, calculations and other documents provided by the Company in connection with the Goods belongs to the Company. The Customer may not make copies of the same or any part of them without the agreement of the Company which must be in writing to be valid.
- (c) Where any software (including without limitation any bespoke software) is provided by the Company the copyright in such software shall remain the property of the Company and the Customer shall use the same only as agreed in writing.

- (d) If the Quotation expressly states that Intellectual Property Rights in connection with the Goods or any part thereof are to become the property of the Customer, the Customer will grant to the company a non-exclusive royalty free licence to use the same for all purposes connected with the business of the Company without limit of time and in particular to use the Intellectual Property Rights and any development thereof which we may undertake in connection with Goods supplied by the Company to the Company's other customers.
- (e) The Company gives no indemnity in respect of any actual or alleged infringement of any Intellectual Property Rights relating to the Goods.
- (f) The Customer warrants that any design or instruction furnished or given by the Customer shall not be such as will cause the Company to infringe any Intellectual Property Rights.

22 FORCE MAJEURE

The Company shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Company shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Company considers unreasonable, it may without liability on its part, terminate the contract.

23 RELATIONSHIP OF THE PARTIES

Nothing in these Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Conditions shall be deemed to construe either of the parties as agent of the other.

24 ASSIGNMENT AND SUBCONTRACTING

The Contract shall not be assigned or transferred, nor the performance of any obligation subcontracted, nor may the Goods be pledged or transferred to third parties except in the ordinary course of business and without prejudice to the Company's rights under these Conditions, in either case by the Customer, without the prior written consent of the Company.

25 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or the right subsequently to enforce all Conditions of a contract.

26 SEVERABILITY AND REASONABLENESS

- (a) If any term or provision of these Conditions is held invalid or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- (b) These Conditions are consistent to be reasonable but in the event of any condition or part thereof being adjudged unreasonable it shall be modified to the extent necessary to make it reasonable and the remaining Conditions shall nevertheless remain in full force and effect.

27 THIRD PARTIES

No third party shall have any rights to enforce any term of any contract to which these Conditions apply, under the Contracts (Rights of Third Parties) Act 1999 and all rights on the part of, or on the benefit of, any third party which arise or may arise out of such contracts under that Act are hereby excluded.

28 NOTICES

- (a) Any notice required to be given under these Conditions shall be deemed duly served if left, in the case of a notice being served on the Company, at its registered address and, in the case of the notice being served on the Customer, unless otherwise agreed, at the address agreed in writing by the Customer and the Company prior to entering into the Contract. Any such notice shall be deemed to be served, if served by hand, at the time when the same is handed to or left at the address of the party to be served and, if served by post, on the next Business Day following the day of posting.
- (b) In proving the giving of a notice it shall be sufficient to prove that the notice was left at the appropriate address or that the envelope containing such notice was properly addressed and posted.

29 TERMINATION

- (a) Upon the occurrence of any of the following events the Company shall have the right to immediately determine any Contract then subsisting and upon written notice of such termination being posted to the Customer's last known address any subsisting Contract shall be deemed to have been determined without prejudice to any claim or right the Company might otherwise make or exercise.:
- i) the Customer commits any breach of any of its obligations to the Company;
 - ii) any distress or execution shall be levied upon the Customer its property or assets;
 - iii) the Customer is declared bankrupt or makes or offers to make any arrangement or composition with creditors;
 - iv) any petition or receiving order in bankruptcy shall be presented or made against the Customer; or
 - (v) the Customer is a company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for reconstruction or amalgamation (not involving insolvency) or if a receiver or manager of such company's undertaking property or assets or any part thereof shall be appointed or if the effect of any legislation regulation judgment decree or order (including but without limitation any involving the imposition of additional duties or trading restrictions of the United Kingdom or of the European Economic Community or of any other government or administrative agents or authority having jurisdiction directly or indirectly over the Company or its suppliers shall adversely affect trading conditions of the terms or trade between such suppliers and the Company.

30 GOVERNING LAW AND JURISDICTION

A Contract shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

PLEASE SIGN TO ACKNOWLEDGE THAT YOU HAVE READ AND AGREE WITH THESE
TERMS AND CONDITIONS

Signature

Position

Date