

CONDITIONS OF SALE

The following standard conditions of sale shall govern all transactions except as otherwise specifically agreed in writing by the Seller and the Buyer.

1. Quotations and Prices

(i) A quotation is for information only and is binding on the Seller only if and to the extent that it is incorporated in an order which the Seller has accepted in writing.

(ii) The Seller reserves the right to revise quotations and prices quoted on official confirmations and charge the price ruling at the date of despatch plus Value Added Tax.

2. Payment

(i) Goods invoiced up to and including the last day of the calendar month shall be paid for not later than the last business day of the following month - except where stated to the contrary on the order confirmation and/or invoice. The Seller reserves the right to charge interest at 2% above Midland Bank base rate on any overdue account.

(ii) If any monies due to the Seller are overdue within the meaning of Clause 2(i) hereof or if the Buyer should enter into any composition or arrangement with or for the benefit of his creditors, or having a receiving order in bankruptcy made against him, or being a body corporate should enter into liquidation or receivership, the Seller shall be entitled without prejudice to any other right it may have against the Buyer, to suspend performance of any contract between the Seller and the Buyer and upon giving notice in writing to treat any such contract as at an end.

3. Delivery

(i) The Seller shall endeavour to keep delivery and shipment dates, but such dates are not to be treated as terms of the contract and the Seller will not be responsible for any loss or damage which may result from late delivery.

(ii) Any complaint of short delivery or damage to goods in transit must be notified to the Seller otherwise than upon a consignment/delivery note within 72 hours of receipt of the goods. Any complaint of failure to deliver goods invoiced must be notified within 14 days of the date of the invoice.

(iii) If goods manufactured to the Buyer's order are ready for delivery and the Buyer fails to take delivery at the time required by the contract the Seller shall be entitled to:-

(a) Invoice such goods forthwith and charge for handling and storage from the date of invoice to the date when the Buyer takes delivery or the Seller disposes of the goods.

(b) If the Buyer fails to take delivery within 30 days from the date of the invoice, the Seller shall be entitled to treat the contract as at an end and without prejudice to any other right it may have against the Buyer shall be entitled to resell the goods.

(iv) If the contract provides for delivery by instalments, each instalment shall be deemed to be the subject matter of a separate contract and non-delivery or delay of any instalment shall not affect any other part of the contract nor entitle the Buyer to repudiate or rescind the contract or reject any other instalment.

4. Manufacturing and Quantity Variations

(i) The Seller will use its best endeavours to produce and deliver the quality of goods ordered, but every contract and delivery is subject to the margins and tolerances (whether over or under the quantity stipulated) customary in the trade and no guarantee or warranty is given or implied on the part of the Seller which is incompatible with this provision.

(ii) Where material or other property is supplied to the Seller by the Buyer to be held for the purpose of completing the contract, no responsibility for loss or damage to such material or property can be accepted by the Seller, nor for imperfect work caused by defects in, or the unsuitability of any material or property so supplied.

5. Claims

(i) The Seller shall not be liable in respect of consequential loss or damage nor in respect of conditions or warranties, whether express or implied at statute or at common law, which have not been confirmed by the Seller in writing.

5. Claims (cont.)

(ii) The Seller shall not be liable for failing to perform the contract, whether wholly or in part, if the failure is caused either wholly or partly by circumstances outside the Seller's control.

(iii) The Seller does not give nor accept any warranty or condition that the goods are suitable for any specific purpose nor for use under any specific conditions not withstanding that such purpose or conditions may be known to the Seller, and in ordering the goods the Buyer shall be deemed to be relying entirely on his own skill and judgement and not that of the Seller or any agent or servant of the Seller.

6. Property and Risk

(i) All risks in the goods shall pass to the Buyer:

(a) In the case of goods delivered free of cost in the United Kingdom (except Northern Ireland) the risk shall pass when the goods are placed ready for off loading from the Seller's vehicle at the place of delivery named in the contract.

(b) In the case of goods for export abroad (including Northern Ireland) the risk shall pass at the place of delivery named in the contract.

(c) Where the Buyer undertakes to collect goods the risk shall pass when loaded onto the Buyer's vehicle or other transport at the address of the Seller.

(ii) The property in the goods shall only pass to the Buyer when the Seller has received payment in full for the goods. Until that time the whole right, title and interest both legal and equitable in and to the goods shall remain in the Seller.

(iii) Until the time when the Seller has received payment in full for the goods the Buyer shall hold the goods as bailee for the Seller.

(iv) If the price is payable in instalments or part only of the price has been paid to the Seller, the Seller may appropriate the amount paid to any part of the goods which have been delivered and the property in such part shall thereupon pass to the Buyer.

(v) So long as the Buyer remains bailee of any of the goods the Buyer shall keep those goods separate from any goods the property of the Buyer or any third party in such a manner that clearly distinguishes them as the property of the Seller.

(vi) Without prejudice to any other rights the Seller may have, the Seller may at any time before the property in the goods has passed to the Buyer recover or resell the goods or any of them, and may enter with or without vehicles upon the premises where the goods are situated by the Seller's servants or agents for the purposes of such recovery, resale or examination of the goods.

(vii) If in breach of paragraph (v) of this Condition any of the goods are incorporated in other goods before such payment, the property of the goods delivered by the Seller shall nevertheless be and remain with the Seller until such payment has been made.

7. Other Conditions of Sale

(i) By ordering any goods from the Seller the Buyer will be deemed to agree that these conditions take precedence over any other conditions, contained in letter, order or the like received by the Seller in connection with the goods so ordered.

(ii) No forbearance by the Seller granted to the Buyer whether in respect of these general conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or be regarded as a waiver of any of these general conditions.

(iii) Subject to anything to the contrary contained in these conditions all contracts for the sale of paper and boards shall be subject to the British Paper and Board Trade Customs for the time being in force.

(iv) The interpretation of performance of these Conditions of Sale will be governed by the Law of England.