

## Terms and Conditions

PAPER AND BOARD TRADE CUSTOMS - Except where inconsistent with these conditions or with the express terms of any contract between the Seller and the Buyer, Paper and Board Trade customs for the time being in force, which are obtainable from the National Association of Paper Merchants, Shall apply to all contracts between the Seller and the Buyer.

TERMS - Nett one Month unless otherwise agreed in writing. If any invoice is not paid within this credit period, all credit periods are cancelled so that all invoices become immediately due for payment. If payment is not made on the due date, the Seller will exercise its statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

QUOTATIONS - All quotations and tenders are given by the Seller on condition that the Seller shall not be bound until he has communicated his written acceptance of the Buyer's order. In the event of any inconsistency between the terms of the Buyer's order and these conditions, these shall prevail unless the contrary has been agreed in writing by the Seller.

MATERIALS - The Seller shall not be bound by any oral warranty or representation given or made on his behalf unless confirmed in writing, nor by any implied terms, condition or warranty whether arising by implication of law or to be implied from circumstances save and except a warranty that goods sold shall correspond with the contractual description.

COST VARIATION - All prices are subject to market fluctuations and the actual prices to be paid by the Buyer shall be the Seller's prices ruling at the date of despatch.

VALUE ADDED TAX - All prices quoted or accepted are exclusive of Value Added Tax and the contract shall be such prices plus V.A.T.

CONTRACTS - The Seller shall have the option (without prejudice to any of his other right against the Buyer) by notice in writing to the Buyer to rescind any contract between the Seller and the Buyer or to suspend delivery in the following events -

Should any sum owing by the Buyer to the Seller be overdue, whether under the same or any other contract.

Should a Buyer be in breach of any term of the same or any other contract with the Seller.

Should a Buyer enter into any composition or arrangement with or for the benefit of his creditors, having a receiving order in bankruptcy made against him or (if a corporate body) should it go into liquidation either voluntary or compulsory or under supervision except for the purposes of re-organisation or reconstruction of a company.

#### DELIVERY -

If no time for delivery is specified in the contract the Buyer shall be bound to accept the goods when they are ready for delivery by the Seller.

The Seller shall not incur any liability or obligation to the Buyer in respect of any failure to deliver or delay in delivery occasioned by any cause beyond his control. In the case of failure to deliver or delay in delivery occasioned by cause within his control the Seller shall be under no liability or obligation to the Buyer in respect of any indirect or consequential loss.

The risk in goods contracted to be sold by the Seller shall be passed to the Buyer (or to whom he shall direct) when the goods are delivered to the Buyer or in accordance with his instructions. Any complaint of short delivery or of damage to goods in transit must be notified within 3 days of receipt of goods and confirmed in writing at that time by the Buyer to the Seller and any complaint of failure to deliver goods invoiced must be so notified within 14 days of the date of the invoice.

#### CLAIMS -

It shall be the duty of the Buyer before using the goods, the subject of the contract for any purpose and before parting with possession of the same, to test and examine the goods in every respect and to satisfy himself of their fitness for any purpose for which they are intended to be used.

Claims in respect to any alleged defect in the quality of the goods delivered, where the defect would have been revealed by normal examination of the out turn sheets or by reasonable examination of the goods on arrival, must be made in writing within 14 days after delivery, or if related to the transport of the goods within such time as will enable the Seller to comply with the time limit and procedure of the Railway Companies or other carriers by whom the goods were transported. If the Buyer shall make any complaint within the time stipulated the Seller shall, after he has had a reasonable time to investigate the same and examine the goods in dispute, be entitled at his option: -

to replace the goods (if defective), or

to accept the return of the goods (if defective) and credit the Buyer with the price thereof, or

to make to the Buyer (if the goods are defective) an allowance representing the difference between the value of the goods at the time of the complaint by the Buyer and the value they would have had if they had been in accordance with contract providing the Buyer pays the balance not in dispute according to normal terms.

#### LIMITATIONS OF SELLER'S LIABILITY -

Except as otherwise expressly mentioned in these Conditions the Seller shall have no liability of any kind whatsoever to the Buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer whether in contract or negligence or otherwise howsoever, whether for loss or damage to property or for death or bodily injury or otherwise howsoever in respect of any goods supplied or work done by the Seller. The Buyer shall indemnify the Seller against any claim made against the Seller by a third party arising out of any goods supplied or work done for the Buyer.

No forbearance or indulgence by the Seller shown or granted to a Buyer, whether in respect of these Conditions or otherwise, shall in any way affect or prejudice the rights of the Seller against the Buyer or be taken as a waiver of any of these conditions.

FORCE MAJEURE, ETC - The performance of all contracts is subject to variation cancellation by the Seller owing to any Act of God, war, strikes, governmental regulations or orders, national emergencies, lockouts, fires, flood, drought, tempest or any other cause (whether or not of a like nature) beyond the control of the Seller or owing to any inability by the Seller to procure material or articles required for the performance of the contract and the Seller shall not be held responsible for any inability to deliver caused by any such contingency.

#### OWNERSHIP -

The risk in Goods shall pass immediately they are delivered into the physical custody of the buyer or his agents, otherwise to his order. Legal and beneficial ownership of goods shall remain with the Company until payment has been received in full by the Company for such goods and for any other goods supplied by the Company. Until that time the Buyer shall be in possession of Goods as bailee for the Seller and shall be deemed to have so acknowledged. The Buyer must keep the goods separately and distinct from all property of the Buyer or other persons and label and mark the goods to show clearly that the goods are the sole property of the Company and not the Buyer.

A buyers right to possession of any Goods shall cease if, being an individual, he has a bankruptcy order presented against him or being a company, a receiver becomes

entitled to take possession of any of its assets or any person becomes entitled to present a petition for its winding up or its resolved that it be wound up or enters into any arrangement with its creditors. The Seller or its representatives or agents shall be entitled in these events to enter upon any premises at any time with or without vehicles of a Buyer at which it reasonably believes such goods to be stored and repossess them. The buyer will assist and allow the Seller to repossess the goods and for this purpose will admit the Seller or its agents to the premises.

A Buyer shall be at liberty in the ordinary course of business to process and make products from and, as our agent, to sell goods for which the full invoice price has not been paid. The proceeds of any such sale shall be for our account and shall be held in trust for us to the extent of the full invoice price for the goods.

Should the goods become constituents of or be converted into other products while subject to the Seller's equitable and beneficial ownership the Seller shall have the equitable and beneficial ownership in such other products as if they were solely and simply the goods accordingly this clause shall as far as appropriate apply to such other products.

#### RETURN OF GOODS -

The return of goods shall not be made without prior arrangement between the Buyer and the Seller.

The goods must be in perfect condition otherwise the Seller shall not accept their return.

Where an order is cancelled the Seller reserves the right to make a handling charge of 20 %, to apply whether or not the goods have been collected or delivered.

#### Data Protection Act 1988

All businesses which process data about living individuals are effected by this Act. In order to comply fully with the Act we must inform you of the following: -

We may transfer information about you to our Financiers, who:

May store and process information about your business and its principal(s) on their computers, and computers of any associated company used by them and in any other way; information will be used by them for credit or financial assessments, making payments, recovering monies, training, preparing statistics, preventing bad debts, fraud and money laundering;

From time to time, may make searches of your records at their reference agencies and other enquiries in accordance with their normal procedures; your records with such agencies include searches made and information given other businesses; details of their searches will be kept by such agencies;

May give information about you and your indebtedness to; (i) any associated company of theirs- so that they may make credit or financial decisions and for statistical analysis; (ii) any guarantor or indemnifier of your or our obligations to them - so they can assess such obligations or so they can enforce such obligations; (iii) their or our bankers or any advisers acting on their behalf - so they can carry out their services ; (iv) any business to whom your indebtedness or our financing arrangements with them may be transferred - to facilitate such transfer : and (v) their credit reference and fraud prevention agencies - to give out information and assessments to other subscribers for credit lending decisions, preventing bad debts, fraud and money laundering;  
May monitor and/or record your phone calls with them, for training and/or security purposes;

May make decisions about you solely using an automated decision making process, such as credit scoring; however they will tell us if they make a significant decision only using such a process, and we will advise you so that you can then request a review of the decision by them using other means.

We will provide you with details of our financiers on request, including a contact telephone number, if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You have a legal right to these details. You can also obtain a copy of the information they hold about you if an application is made to them in writing. However a fee is payable.