

**JIFFY PACKAGING LIMITED
STANDARD CONDITIONS OF SALE**

1 DEFINITIONS

The Company shall mean Jiffy Packaging Limited
The Customer shall mean the person buying the goods from the Company.
The Goods shall mean the goods to be supplied by the Company to the Customer under these conditions.
Contract means the contract for the supply of goods formed by the Company's acceptance (which, however made or communicated, shall be deemed made subject to these Conditions) of the Customer's order.

2 CONTRACT

All orders are accepted subject to these Conditions and these Conditions shall be the sole terms and conditions of any sale by the Company to the Customer. The terms contained herein will prevail and terms and conditions on the Customer's order form or similar document shall not be binding on the Company and the placing of an order for or the acceptance of the Goods by the Customer shall indicate unqualified acceptance of these Conditions. Orders are accepted subject to the availability of goods for delivery.

3 QUOTATIONS

Quotations indicate the price at which the Company would be willing to supply goods if a written order is placed within 30 days of the quotation. Otherwise they are not offers to supply goods and any order placed on the basis of a quotation must be accepted by the Company for a contract to arise.

4 PRICES

4.1 Prices quoted by the Company are exclusive of VAT and all other taxes duties and expenses and are subject to increase as set out below.
4.2 The Company shall not be bound by any price quoted which is not in writing.
4.3 Where any price is not agreed in writing, the price will be such reasonable price as the Company may determine.
4.4 Unless otherwise expressly stated in writing any price agreed in a Contract shall be the price of the Goods delivered to the Customer at the Customer's premises and delivery of the Goods to any other place shall be at the expense of the Customer.
4.5 If after the date of the Contract but before delivery to the Customer there shall be an increase in the price (exclusive of any appropriate taxes) at which the Company can obtain any Goods, parts or materials which it considers necessary or desirable to use or an increase in the cost to it of any labour or fuel or any increase in any other cost charge or expense which it considers it necessary or desirable to incur then the Company shall be entitled from time to time to increase the price of any Goods which it has agreed to sell or any materials which it has agreed to supply by such amount as it shall consider reasonable and such increased price shall be substituted for the previous contract price.
4.6 Where an order is received for a quantity less than quoted for or where delivery is required in instalments smaller than those specified in the quotation, prices quoted may be subject to an increase.

5 PAYMENT

5.1 An invoice shall be issued to the Customer once the Goods have been delivered or Called-Off pursuant to clause 10 hereunder.
5.2 Where Goods are delivered in the United Kingdom the Customer shall make payment for the Goods in pounds sterling by the end of the month after the month in which the invoice is dated.
5.3 Where the Goods are delivered outside the United Kingdom payment is by irrevocable letter of credit in London or by such other method as the Company may specify. Payment will (unless otherwise agreed) be made in pounds sterling at the rate of exchange ruling in London at the date of the invoice.
5.4 Without prejudice to any other rights of the Company interest will be payable on all overdue accounts at Lloyds Bank Minimum Lending Rate plus 5%.
5.5 Time of payment shall be of the essence of the Contract.

6 QUANTITY

The weights dimensions, capacities, performances, ratings and other data included in catalogues, advertisements, illustrated matter and price lists merely constitute an approximate guide. They do not form part of the Contract. Delivery of the quantity ordered, 10% more or less, shall be a good delivery, a pro rata charge or allowance on the quoted price being made at the sole discretion of the Company to cover any such variations.

7 INSTALMENTS

Where Goods are ordered for delivery by instalments, each instalment shall be deemed to be a separate Contract, but all payments for each delivery by instalments shall be made on the due date pursuant to Clause 5 hereof as a condition precedent to future deliveries.
All Goods are sold subject to reasonable availability and the Company reserves the right to substitute materials without notice.

8 WARRANTY

8.1 The Company warrants that the Goods shall comply with the Company's specification for the Goods in question as current from time to time. The Company does not warrant the fitness of the Goods for any particular purpose even though that purpose be known to it and no such warranty is to be implied from the name of description under which the Goods are sold. Subject as aforesaid all warranties, conditions and statements, express or implied, statutory or otherwise, are excluded and the Company shall be under no liability in contract or tort or breach of statutory duty or otherwise for any damage arising directly or indirectly out of the supply or use of the Goods or of the packages or pallets or containers by which the Goods are delivered.

8.2 For the avoidance of doubt, neither party excludes loss arising from death or personal injury caused by negligence.

8.3 If and to the extent that the limitation of liability provision contained in this clause becomes to any extent, invalid illegal or unenforceable under any enactment or rule of law, and subject to clause

8.2 above, the aggregate liability of the Company (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) to the Customer for any loss or damage shall be limited to and in no circumstance shall exceed the price of the Goods.

9 CUSTOMER WARRANTY

9.1 The Customer warrants:

(i) That he will carefully examine and test all Goods and parts supplied by the Company or to which any work has been done by the Company and will notify the Company in writing of any shortage, defect or failure to comply with the contract which is or ought to be apparent upon such examination and test, within 48 hours of their being collected by or delivered to him.

(ii) That he will notify the Company in writing within 48 hours of becoming aware of any defect or other failure to comply with the Contract which was not apparent on such examination as aforesaid.

(iii) That he will forthwith notify the Company should any Goods fail to arrive within 7 days of being despatched the date of despatch to be taken as that shown on the invoice given or sent to the Customer, or 7 days after receipt of such invoice if later.

9.2 The Customer shall fully indemnify the Company, its employees, subcontractors and agents in respect of actions, suits, claims, demands, costs, charges or expenses arising (whether asserted by the Customer or third parties) out of or in connection with the supply of the Goods or these Conditions which is in excess of the limit of the Company's liability as set out in Clause 8.1 or 8.3 as the case may be.

10 DELIVERY AND CALL-OFF

10.1 The Company shall deliver the Goods to the location detailed on the order and the time quoted for the delivery of Goods shall not be of the essence of the Contract and the Company shall not be liable for any loss, injury, damage or expenses consequent upon any delay in delivery of the Goods.

10.2 Should the Company be delayed in or prevented from making delivery of the Goods due to war, strikes, lock-outs, fire, floods, explosions, labour disturbances, trade disputes or shortages of raw materials or due to any cause whatsoever beyond the control of the Company the Company shall be at liberty to cancel or suspend the order without incurring any liability for any loss or damage arising therefrom.

10.3 Where Goods are made to the Customer's order, to be delivered in instalments when requested by the Customer ("Called-Off") on or before a specified date, then any Goods not Called-Off before that date should be deemed to have been Called-Off on that date.

10.4 Where a full consignment of Goods are made to the Customer's order to be Called-Off and no final delivery date is specified, then any Goods not Called-Off and delivered within 3 months of the Customer being notified of their availability for delivery shall be deemed to have been Called-Off.

10.5 Where Goods are made or acquired to the Customer's order, on a rolling stock basis when stock levels for the Goods fall below an agreed threshold, to be Called-Off at the Customer's convenience, then any Goods not Called-Off and delivered 3 months following their receipt into stock shall be deemed to have been Called-Off.

10.6 Any Goods deemed to have been Called-Off pursuant to clauses 10.3, 10.4 and 10.5 above may be invoiced and delivered to the Customer or invoiced and stored at the Customer's risk and expense until delivery.

10.7 Following any deemed delivery under clauses 10.3, 10.4 and 10.5, the Company shall be under no further obligation to manufacture or hold stocks of the Goods deemed to have been Called-Off and delivered until a further order from the Customer has been accepted by the Company.

11 RISK

Unless otherwise provided or referred to in the acknowledgement of order form risk of loss or damage shall pass to the Customer upon delivery of the Goods as provided in Clause 4.4 of this Contract.

12 PASSING OF PROPERTY

12.1 Goods sold will remain the property of the Company until all sums due to the Company from the Customer whether in respect of the Goods or otherwise are paid to the Company. In the event of any default by the Customer in payment of any such sum the Company shall be entitled to retain possession of the Goods.

12.2 The Customer shall be entitled as agent of the Company before the property in the Goods has passed (but subject to any lien or right of retention on the part of the Company):

(a) to re-sell the Goods or any part thereof but shall pay to the Company the proceeds of sale or such part thereof as may be necessary to pay all sums due to the Company from the Customer and until such payment shall hold the proceeds of sale on trust for the Company. Such proceeds shall be placed in a separate identified bank account and such proceeds shall not be mingled with other moneys and shall at all times be identifiable as the Company's money.

(b) subject to 12.3 and 12.4 below, to use the Goods in ordinary course of his business.

12.3 Until all sums due from the customer to the Company have been paid or until resale in accordance with sub-paragraph 12.2 of this paragraph the Customer will keep and mark the Goods in such a way as to show that they are the property of the Company and shall hold the same as bailee of the Company.

12.4 Should the Goods become constituents of or converted into other Goods then such other Goods shall at all times be the property of the Company as if they were the Company's original Goods.

12.5 If the Customer fails to make any payment to the Company when due, compounds with its creditors, executes an assignment for the benefit of its creditors, has a bankruptcy order made against it or being a company, enters into voluntary or compulsory liquidation or has an administrator or administrative receiver or receiver appointed over all or part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent or if the Company has reasonable cause to believe that any of these events is likely to occur the Customer grants the Company the right without prejudice to any other remedies:

(a) to enter without prior notice any premises where Goods owned by it may be, and to repossess and dispose of any Goods owned by it so as to discharge any sums owed to it by the Customer under this or any other contract;

(b) to require the Customer not to resell or part with possession of any Goods owned by the Company until the Customer has paid in full all sums owed by it to the Company under this or any other contract; and (c) to withhold delivery of any undelivered Goods and stop any Goods in transit.

13 REPAIR

In the event that the Customer has complied with Clause 9.1 and that the Customer has a valid claim for defect, loss, damage or non-compliance with the Contract, the Company undertakes at its option either to reprocess or replace the items concerned at its expense.

14 REPUDIATION

If the Customer shall fail to take delivery or to pay for any Goods supplied in accordance with the Contract the Company shall be at liberty to treat the Contract as repudiated without prejudice to the Company's rights to recover from the Customer by way of damages any loss or expense which the Company may suffer or incur by reason of the Customer's default and the Company shall be entitled to dispose of the Goods as it shall think fit and shall not be under any liability to account to the Customer for the price received therefor or otherwise.

15 TERMINATION

The Company shall have the right immediately to terminate the contract at any time upon occurrence of any of the following events:

(a) If the Customer commits any act of bankruptcy or compounds or makes any arrangements with his creditors or executes a Bill of Sale on his Goods or any of them or if any execution or distress is levied upon the Goods of the Customer.

(b) If the Customer being a company is wound up either compulsorily or voluntarily or a receiver of its assets is appointed.

(c) If the Customer commits any breach of contract.

Upon any such termination the Company shall have the right to be paid the price of Goods manufactured or sold prior to the date of termination in accordance with the Contract and the Customer shall accept delivery of and pay for at the current price such materials as have been allocated by the Company to the Contract.

16 PROPER LAW

The proper law of the Contract with the Company shall be English Law and the parties submit to the jurisdiction of the English courts.

17 SEVERABILITY

Each provision of these Conditions is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of these Conditions but (except to that extent in the case of that provision) it and all other provisions of these Conditions shall continue in full force and effect and their validity, legality and enforceability shall not thereby be affected or impaired.

18 CANCELLATION

Save as provided in clause 15 hereof Contracts may not be cancelled except by agreement in writing signed by a duly authorised signatory of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said cancellation, including but not limited to the cost of such materials and/or Goods as have been allocated by the Company to the Contract.