

TERMS AND CONDITIONS OF SALE OF JMJ BULK PACKAGING LIMITED ("THE SELLER")

1. CONDITIONS APPLICABLE:

All goods are supplied to an intending purchaser ("the Buyer") on the following terms and conditions and no person in the employment or acting otherwise as agent of the Seller or purporting so to do has authority to accept orders supply goods on any other terms or conditions or to vary these terms and conditions in anyway whatsoever. Previous dealings between the Seller and the Buyer shall not vary or replace these terms and conditions or be deemed in any circumstances whatsoever so to do. Acceptance of goods from the Seller shall be conclusive evidence before any court or arbitrator that these apply.

2. DELIVERY DATE:

Any delivery date specified shall not be of the essence of the contract.

3. PRICE:

All price quotations are calculated from costs applicable at the date of such quotation. If there is any increase in such costs between the date of quotation and despatch the Seller may increase the quoted price accordingly. On printed orders the price confirmed excludes artwork etc, which is charged separately.

4. RISK:

All goods are at the Buyers risk from the time of delivery or collection by the Buyer or his Agent or delivery to the place stipulated in the Contract.

5. DELIVERY BY INSTALMENTS:

Where delivery is by instalments each instalment shall be deemed to form a separate contract and non or late delivery of any instalment shall not affect the balance of the contract or entitle the Buyer to cancel the same

6. NON-DELIVERY:

The Seller must be notified of non-delivery within seven days or receipt of notification of despatch.

7. TIME FOR PAYMENT:

All sums due to the Seller shall be paid by the last day of the month after the month of delivery. In default the Seller may:

- (a) suspend delivery under all or any contracts with the Buyer and/or
- (b) charge interest at the rate of five per cent per annum above the base rate of National Westminster Bank PLC on the sum outstanding and /or
- (c) give written notice that is any sum remains unpaid for 21 days thereafter all contracts may be cancelled and/or damages claimed for wrongful repudiation by the Buyer

8. PROPERTY IN THE GOODS:

8.1 The Buyer acknowledges that before entering into a contract for the purchase of any goods from the Seller the Buyer has expressly represented and warranted in warranty that the Buyer is not insolvent and has not committed any act bankruptcy or being a company with limited or unlimited liability knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver to petition for winding up of the company or exercise any other rights over or against the Buyer's assets.

8.2 Such goods shall remain the sole and absolute property of the Seller as legal an equitable owner until such time as the Buyer shall have paid to the Seller the agreed price together with the full price of any other goods subject of any other contract with the seller.

8.3 The Buyer acknowledges that the Buyer is in possession of goods solely as bailee for the Seller until such time as the full price thereof is paid to the Seller together with the full price of any other goods the subject of any other contract with the Seller.

8.4 Until such time as the Buyer becomes the owner of the goods the Buyer will store them on the Buyer's premises separately from the Buyer's own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Seller.

8.5 The Buyer's rights to possession of the goods shall cease and the Seller shall have the right forthwith to determine this contract if the Buyer, not being a company, commits an available act of bankruptcy or if the Buyer, being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets of which would entitle any person present a petition for winding up. The Seller may for the purpose of recovery of the Seller's goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess such goods.

8.6 Subject to these terms and conditions the Buyer may process the said goods in such fashion as the Buyer may wish and/or incorporate them in or with any other product or products subject to the express condition that the new product or products or any other chattel whatsoever containing any part of the said goods shall be separately stored and marked so as to be identifiable as being made from or with the goods of the property of the Seller.

8.7 Subject to these terms and conditions the Buyer may agree to sell on the Seller's goods subject to the express condition that such an agreement you sell shall take place as agents save that the Buyer shall not hold itself out as such and bailees for the Seller whether the Buyer sells on the Buyer's own account or not and that the entire proceeds thereof are held in trust for the Seller and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Seller's monies.

8.8 If the Buyer has not received the proceeds of any such sale the Buyer will, if called up so to do by the Seller, within seven days thereof assign to the Seller all rights against the person or persons to whom the Buyer has supplied any product or chattel made from or with the Seller's goods.

9. EXTENSION OF CONTRACT PERIOD:

In the event of strike, lockout or other industrial dispute, fire, flood, storm, tempest, Act of God, stoppage or substantial interference with transport or substantial interference with the supply of gas, water or electricity, prohibition of export or import. Government Decree or requirement whether local or national, riots, war or any other contingency of any kind whatsoever beyond the control of the Seller causing a shortage of supply of labour, fuel or raw materials or of any other things necessarily impeding or interfering with the manufacture, use or delivery or carriage of the goods such extension of time for performance of the contract shall be allowed the Seller by the Buyer as shall be reasonable.

10. DEFECTS:

- (a) If the Seller is not notified in writing of any defect within 28 days of delivery the Buyer shall be deemed to have examined and accepted the goods in good condition and free from any defects (except latent defects).
- (b) Where the Buyer has brought the goods for further manufacture or processing or sale the Seller will not be liable for loss or damage (other than in respect of death or personal injury resulting from negligence) resulting from a defect discovered by reasonable examination of the goods.
- (c) The Seller's liability for consequential loss (other than in respect of death or personal injury) shall not exceed the invoice value of the defective goods

11. REFUSAL OF DELIVERY:

If the Buyer fails to take delivery of the goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any caused beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller may:-

- 11.1 Store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or
- 11.2 Sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the contract or charge the buyer for any shortfall below the price under the contract.

12. CONTACT WITH DELICATE SUBSTANCES:

Where the goods supplied consist of containers, wrappers or other articles intended for use in connection with any food, drug or substance of a volatile or delicate nature the Buyer shall satisfy himself that such food, drug or other substance is not likely to be affected by any material used by the Seller in the manufacture of or printing of such containers, wrappings or other articles. The Seller shall not be liable to the Buyer in respect of any claim alleging that such food, drug or substance has been adversely affected and the Buyer shall indemnify and keep indemnified the Seller from and against all liability by Third Parties in respect of any claim that any such food, drug or substance has been adversely affected and caused the Third Party loss, damage or expense.

13. FITNESS FOR PURPOSE:

Where goods are required for a purpose other than the normal or usual purpose for which such goods are commonly supplied then no condition or warranty or fitness for the purpose of the goods shall be implied unless the Buyer has made known to the Seller in writing the exact purpose for which the goods are intended to be used on or before the making of the contract.

14. PROPERTY RIGHT ETC:

The Buyer shall indemnify the Seller against all claims for infringement of Third Party, patent or other industrial property rights and all costs and expenses incurred in connection therewith arising from the execution of the Buyer's order in accordance with the Buyer's design or specifications.

15. SIZE OF MATERIALS:

Unless specifically warranted (in writing) as accurate all sizes referred to on price lists, estimates and brochures are approximate only.

16. AVAILABILITY OF GOODS:

Any quotation given by the Seller shall not constitute an offer for sale or a representation that those goods are available for sale.

17. QUANTITY:

The Seller cannot guarantee exact quantities in respect of any goods supplied and shall be deemed to have fulfilled its obligations under the Contract by delivery or manufacture of a quantity plus or minus ten per cent of the quantity specified in the Contract and the Buyer shall pay the contract rate for the actual quantity delivered.

18. PRINT ORIGATION WORK:

All material produced in origination work remains the property of the Seller until paid for by the Buyer. Copyright in designs originated by the Seller shall remain with the Seller unless expressly assigned in writing.

19. PROOF READING:

No responsibility shall be accepted for any errors in proof which have been submitted to and approved by the Buyer.

20. ALTERATIONS:

Where the goods consist of printed bags, alterations from the original copy on or after the first proof including alterations in style will be charged as an extra.

21. PALLETS:

Where palletised deliveries are requested or necessary, pallets may be charged extra. Pallets subsequently returned in the same condition as delivered will be credited to the Buyer at the price originally charged.

22. DIMENSION AND GAUGE:

Except where agreed in writing the Seller shall be deemed to have fulfilled its obligations under the contract by producing goods within the tolerance laid down by the Packaging and Industrial Films Association (P.I.F.A.). (In general dimensions will be controlled to within plus or minus 3% and film gauge to within plus or minus 10%).

23. INK COLOURS:

Whilst the Seller will take all reasonable steps to try to match colour this cannot be guaranteed and the contract shall be deemed to have been performed by delivery of goods of the general shade and density of colour stipulated.