

CONDITIONS OF SALE OF STAEGER CLEAR PACKAGING LTD

1 DEFINITIONS

In these terms and conditions the following words shall have the following meanings: -
"The Company" shall mean Staeger Clear Packaging Ltd.
"The Goods" shall mean the product articles or things, which are referred to in the acknowledgement of order.
"The Buyer" shall mean the corporate entity firm or person referred to in the acknowledgement order.

2 MAKING THE CONTRACT

- 2.1 Quotations are subject to confirmation on receipt of order.
- 2.2 No employees of the Company other than Directors are authorised to make any representation or promise on the Company's behalf.
- 2.3 All orders are placed under these terms and conditions alone.
- 2.4 These terms and conditions exclude any other terms and conditions inconsistent therewith which a buyer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms or conditions inconsistent with them or may be contained in any other acceptance or counter offer made by the Buyer.
- 2.5 No variation of these terms and conditions is permitted unless expressly accepted by a Director of the Company in writing.
- 2.6 A shortage or surplus not exceeding 10% of the acknowledged quantity will be considered due execution of any order.

3 CANCELLATION

- 3.1 No cancellation by the Buyer is permitted except where expressly agreed by the Company in writing.
- 3.2 The Buyer will in the event of agreed cancellation by the Buyer indemnify the Company fully against all expenses incurred up to the time of such cancellation together with by way of liquidated damages a sum of 15% of the total invoice price (inclusive of VAT)

4 PRICE

- 4.1 Unless otherwise agreed in writing the prices payable for the goods shall be the Company's current prices ruling at the date of despatch of the goods.
- 4.2 The Company reserves the right at any time prior to delivery of the goods to adjust the price to take account of any increase in the cost of new material labour or service or any currency fluctuations affecting the cost of imported materials.

5 TERMS OF PAYMENT

- 5.1 All sums become due and payable under these terms and conditions not later than thirty days at the end of the month from the date of the invoice.
- 5.2 Time for payment shall be of the essence.
- 5.3 The Company reserves the right to charge interest at 3% above the base rate for the time being of Barclays Bank plc on all overdue accounts such interest being deemed to accrue on a day to day basis from the due date for payment under clause 5.1. Also all costs incurred by the Company for pursuing legal action for an overdue payment will be charged to the Buyer.
- 5.4 The Buyer shall have no right of set off statutory or otherwise.
- 5.5 If the Buyer (being a company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver or administrator appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with his creditors or commits a material or serious breach of this Agreement (and in the case of such breach being remedial falls to remedy it within 7 days of receiving notice to do so) he will be deemed to have repudiated the Contract.

6 DELIVERY

- 6.1 Time of delivery is not of the essence and goods shall be delivered as soon as ready.
- 6.2 The Company shall not be liable for any loss whatsoever or howsoever arising caused by its non-delivery or by the failure to make goods ready for collection on the due date.
- 6.3 The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.
- 6.4 When delivery is to be by instalments or the Company exercises its rights to deliver by instalments under clause 6.4 hereof or if there be a delay in the delivery of any one or more instalments for whatever reason this will not entitle the Buyer to treat the contract as repudiated or to damages.
- 6.5 The Buyer shall notify the Company within three days of receipt of the Goods of any damaged or shortage to the delivery and shall notify the Company within a period of seven days from the date of the invoice of non-delivery. In the absence of such notification being made by the Buyer the Company the Goods shall be deemed to have been delivered to the buyer.

7 RISK AND PASSING OF PROPERTY

- 7.1 Risk in the Goods shall pass to the Buyer when the Goods are delivered to or collected by the Buyer or its agent.
- 7.2 However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until whichever shall be first to occur of the following:
 - a) The seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer which the goods were delivered.
 - b) The Buyer selling the Goods in accordance with the provisions of these terms and conditions in which case title to the Goods shall be deemed to have passed to the Buyer immediately prior to delivery of the goods to the Buyers customer and
 - c) The Company waiving its rights under this clause 7.2 in respect of specified goods whereupon title to the said goods shall forthwith vest in the Buyer.
- 7.3 The Buyer is licensed by the Company to use or to agree to sell goods delivered to the Buyer is subject to the express condition that the entire proceeds of any sale are held in trust for the Company and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Company's monies.
- 7.4 Until title to the Goods passes:
 - a) The Buyer will hold the Goods as fiduciary agent and bailee for the Company.
 - b) The Goods shall subject to clause 7.3 be kept separate and distinct from all other property of the Buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company.
 - c) The Company may at any time revoke the power of sale and use contained in clause 7.3 by notice to the Buyer if the Buyer is in default for longer than fourteen days and the payment of any sum whatsoever due to the Company (whether in respect of the Goods or any other goods supplied at anytime by it to the Buyer)
 - d) The Buyers power of sale and use contained in clause 7.3 shall automatically cease if the buyer has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a Receiver or Administrator appointed of all or any part of its assets or become bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogue act or proceeding under foreign Law.
 - e) Upon determination of the Buyers power of sale and use pursuant to clause 7.4 c) or 7.4 d) the Buyer shall place any of the Goods in its possession or under its control and unsold at the disposal of the Company and the Company shall be entitled to enter upon any premises of the Buyer for the purpose of removing such Goods.
- 7.5 The Company shall at any time be entitled to appropriate any payment made by the Buyer in respect of any Goods in settlement of such invoices or accounts in respect of such Goods as the Company may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

8. STOPPAGE

- 8.1 Until such times as the title in the Goods has passed to the Buyer the Company has the right to withhold delivery and has a lien on the Goods so long as the Company is in possession of them and has a right of stoppage in transit and right of resale if the Buyer being a company has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver or administrator appointed of all or any part of its assets or (being an individual) becomes a bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign Law.

9 WARRANTY

- 9.1 No representation or warranty is given as to the suitability or fitness of the Goods for any or any particular purpose and the Buyer shall satisfy himself in this respect and shall be totally responsible therefore.
- 9.2 The description given to the Goods in any quotation or contract is given by way of identification only and the use of such description shall not constitute the contract as a sale by description and the Company reserves the right to alter the specification or the materials used in the Goods at any time without notice.
- 9.3 If the Goods are in such a state as would but for this condition entitle the Buyer to repudiate the contract and/or claim damages from the Company the Company reserves the right to repair or replace all the Goods.

10 LIABILITY

- 10.1 In no circumstances shall the liability of the Company to the Buyer in respect of any claim by the Buyer relating to the Goods or their performance under this condition exceed the invoice value of the Goods.
- 10.2 If the Buyer establishes that any part of the Goods are defective the Company shall at its option replace with similar goods or repair any defective goods, allow the Buyer credit for their invoice value or to extent that the Goods are not of the Company's manufacture assigned to the buyer so far as the company is able to do so any warranties given by the manufacturer of the Goods to the Buyer.
- 10.3 The Company shall have no liability to the Buyer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the contract to supply goods or any negligence: breach of statutory duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the contract except:
For death or personal injury resulting from the Companies negligence
AND
As expressly stated in these conditions
- 10.4 If the Buyer establishes that any Goods have not been delivered, have been delivered damaged or are not of the correct quantity or do not comply with their description the Company shall, at its own option, replace with similar goods which are missing lost or damaged or do not comply with their description, allow the Buyer credit for their invoice value or repair any damaged goods.
- 11 The Company may at its discretion suspend or terminate the supply of any goods if the Buyer fails to make any payment when and as due or otherwise defaults in any of its obligations under the contract or with the Company or becomes insolvent has an administrative receiver appointed of its business or is compulsorily or voluntarily wound-up or the Company bona fide believes that any of those events may occur and in case of termination may forfeit any deposit paid.

12 FORCE MAJEURE

- 12.1 Non-exhaustive illustrations of such circumstances would be act of God war riot explosion abnormal weather conditions, fire, flood, strikes, lockouts, Government action or regulations (UK or otherwise) delay by suppliers accidents and shortage of materials labour or manufacturing facilities
- 12.2 If the circumstances preventing delivery are still continuing three months after the Buyer receives the Company's notice then either party may give written notice to the other cancelling the contract.
- 12.3 If the contract is cancelled in this way the Company will refund any payment with the Buyer has already made on account of the price (subject to deduction of any amount the Company is entitled to claim from the Buyer) but the Company will not be liable to compensate the Buyer for any further loss or damage caused by the failure to deliver.

13 INTELLECTUAL PROPERTY

- 13.1 Except for any which is expressly agreed to be included in the contract as part of the Goods all patterns, materials, drawings, specifications and other data provided by the Company shall remain its property and all technical information patentable or unpatentable, copyright and registered designs arising from the execution of any orders shall become the property of the Company.

14 LEGAL INTERPRETATION

- 14.1 The contract is governed by English Law. Any dispute arising out of or in connection with this contract unless settled by mutual agreement shall be determined by the English Courts