



**ECO FLEXIBLES™**

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## Conditions of Sale

1. These Conditions override any terms or Conditions stipulated incorporated or referred to by the buyer in his order, negotiations, correspondence or other documentation of whatsoever kind unless otherwise agreed in writing by Creation Reprographics Limited, Ecoflexibles Ltd, or Creation Reprographics acting as agent for Ecoflexibles Ltd ("the Company"). A quotation for the Goods given by the Company shall not constitute a final offer and any samples, drawings or adverts produced by the Company are produced for the sole purpose of giving an approximate idea of the Goods and no order shall become binding until accepted via an order acknowledgement from the Company.
2. Except as provided by these Conditions of Sale all orders are accepted subject to the price) agreed with the buyer. Cancellation of any contract or order shall not be made by the Buyer without written consent of the Company. The price may only be varied with reference to agreed industry indices (including but not limited to ICIS LOR, Platts Index).
3. Any date quoted for delivery is given in good faith but is approximate only. The Company will make all reasonable endeavours to effect delivery to the satisfaction of the buyer. Late delivery shall not, without prior advice and reasonable endeavours, be grounds for the cancellation of the order. Complete delivery of contract orders should be taken within a maximum of 3 months and a delivery schedule advised at the time of the contract.
4. The Company shall deliver the Goods to the Buyer's premises set out in the order or such other location as the parties may agree at any time after the Company notifies the Buyer that the Goods are ready. If the Buyer fails to accept delivery of the Goods then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the contract delivery of the Goods shall be deemed to have been completed at the time of the attempted delivery and the Company shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
5. If the Goods are required for use with any other commodity, the Buyer shall satisfy himself that the materials ordered will not adversely affect or be adversely affected by that commodity. If the Goods are required for processing of any kind the Buyer shall satisfy himself that the goods ordered are suitable for such processing.
6. Without prejudice to the generality of Condition 10(a) and subject only to Condition 10(b), the Company accepts no liability of whatsoever kind directly or indirect resulting from or otherwise connected with:
  - a. Goods supplied to the Company's standard specifications or in accordance with a sample or proof submitted to the Buyer.
  - b. The use by the Buyer of the Goods with another commodity or for processing. Without prejudice to the foregoing if fault arises in the use of the Goods with another commodity or for processing the Buyer shall use every effort to minimise the amount of such commodity processed and shall immediately notify the company in writing of such fault and provide to the Company all relevant details.
7. In the event of a claim by the Buyer for loss or damage for which the Company is responsible the liability of the company shall not exceed the invoiced value of such quantity of the Goods and any associated services as form the subject of the claim. For purposes hereof, loss or damage shall be deemed not to be the responsibility of the Company if arising from or otherwise connected with the circumstances specified by Condition 5.



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8. The Company shall be entitled (without prejudice to its other rights against the Buyer) by notice in writing to the Buyer to rescind any contract between the company and the Buyer or to suspend delivery should the Buyer be in breach of any of his contractual obligations or should he enter into any agreement with or for the benefit of his creditors, have a Receiving Order in bankruptcy made against him or (if a corporate body) go into liquidation either voluntary or compulsory or under supervision or have a receiver, administrator or administrative receiver appointed.
  - a. of the whole or any part of its assets or carries out or undergoes an analogous act or proceedings act or proceedings under foreign law.
9. The Company shall not be liable:
  - a. To replace the Goods which arrive in damaged condition or with an apparent defect unless the Goods are signed for accordingly and a claim is made in writing within two five days of delivery specifying the defect in detail.
  - b. To procure subsequent delivery of Goods not delivered or of any separate package forming part of a consignment of Goods not delivered unless a written claim is made within twenty-one days from the date of invoice, providing full details as to the non-delivery in question.
  - c. In respect of any product complaint arising after the expiry of 60 days from the date of delivery of the Goods.
10. In Conditions 6 and 9 and subject only to Condition 10 (b) the Company shall not be liable for any expense, loss, damage or other liability whatsoever whether direct or consequential arising out of or otherwise in connection with the Goods including but without prejudice to the foregoing liability for personal injury or death. Any condition, warranty requirement in respect of the Goods whether express or implied by statute, custom of the trade or otherwise (including but without prejudice to the generality of the foregoing any such condition, warranty or statement as to the quality of the Goods or their fitness for any particular purpose) is here-by excluded.
11. Nothing contained in these Conditions shall purport to exclude or restrict any liability the exclusion or restriction of which is prohibited by Section 2(1) and Section 6(1) of the Unfair Contract Terms Act 1977 provided however that this condition 10(b) shall not apply to any such contract as is described in Section 26(3) of the Unfair Contract Terms Act 1977.
12. The Buyer shall indemnify the Company and keep the company fully and effectively indemnified against any and all liability arising from the company carrying out the request of the buyer.
13. This contract is divisible. Each delivery made hereunder:
  - a. Shall be deemed to arise from a separate contract, and
  - b. Shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect or default in the delivery of any other instalment.

Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.



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14. The Buyer shall not be entitled to withhold payment of any amount payable under a contract with the Company because of any disputed claim by the Buyer in respect of faulty Goods or any other alleged breach of contract, nor shall the Buyer be entitled to set off against any amount payable under a contract with the Company any monies which are not then presently payable by the Company or for which the Company disputes liability.
15. From the time of delivery the Goods shall be at the Buyer's risk who shall be solely responsible for their custody and maintenance but unless otherwise expressly agreed in writing, title to the Goods shall remain with the company until all payments to be made by the Buyer under the Contract and any other contract between the Company and the Buyer under the contract and on any account whatsoever have been made in full and unconditionally. Whilst the company's ownership continues the Buyer shall keep the Goods labelled as belonging to the Company and separate and identifiable from all other Goods in its possession as bailee for the Company.
16. The price of the Goods shall be the price set out in the order.
17. Full payment must be made within 30 days from the date of invoice. Unless otherwise stated all prices or charges quoted are exclusive of VAT. In the event of late payment or default, and without prejudice to its other rights the Company may (both before and after judgement) charge interest at 5% above base rate on outstanding balances the Company shall be entitled to delay or cancel delivery or to reduce the amount of Goods delivered if and to the extent that it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including (but not limited to) strikes, lockouts, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply.
18. The contract shall be governed by and constructed in accordance with the laws of England.
19. If any of these Conditions or any part thereof purports to exclude or restrict or limit any liability and such exclusion or limitation is prohibited or rendered void or unenforceable by any legislation to which they are subject, or is itself prohibited or rendered void or enforceable by any legislation to which it is subject, then the exclusion, restriction or limitation of the condition or part thereof in question shall be so prohibited or rendered void or unenforceable to the extent to which it is thus prohibited or rendered void and not further and the validity of or enforceability of any other parts of these Conditions shall not thereby be affected.
20. The Buyer shall not be entitled to reject the Goods if the Company delivers up to and including 10% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the order invoice on receipt of notice from the Buyer that the wrong quantity of Goods was delivered.
21. The Goods are described in the Buyer's order as confirmed by the Company's written order acknowledgement in accordance with clause 1. The Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the specification contained within the Buyer's order.



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22. The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the contract but the Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the contract without the prior written consent of the Company.
23. If any provision of this contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force and if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial in-tention of the parties.
24. A waiver of any right or remedy under the contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No contract or by law shall constitute a waiver of that or any other right or remedy remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. The exercise of a remedy shall be precluded by failure or disproportionate delay.
25. Except as set out in this contract, any variation to the contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.
26. A person who is not a party to the contract shall not have any rights under or in connection with it.

For and on behalf of Ecoflexibles Ltd

**Geoffrey Davy**  
Director

April 2nd, 2019