

Parafix Tapes & Conversions Ltd (trading as ADDEV Parafix)

Conditions of Sale

1. DEFINITIONS

1.1 In these conditions, unless the context requires otherwise:

"Buyer" means the person who accepts the Seller's Written quotation for the sale of Goods or whose written order for Goods is accepted by the Seller;

"Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;

"Contract" means the contract for the sale and purchase of the goods;

"Goods" means the articles or things which the Buyer agrees to buy from the Seller;

"Seller" means Parafix Tapes & Conversions Limited;

"Writing" includes e-mail, facsimile transmission or any other comparable means of communication

2. CONDITIONS APPLICABLE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller's Written quotation (if accepted by the Buyer), or the Buyer's Written Order (if accepted by the Seller), subject in either case to the Conditions, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees, servants or agents are not authorised to make any representations concerning the Goods. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations.

2.4 Any advice or recommendation given by the Seller or its employees, servants or agents to the Buyer or its employees, servants or agents as to the storage, application or use of the Goods is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation and gives no warranty whatsoever in relation thereto.

2.5 Any typographical error, clerical or other error or omission in any sales literature, price list, invoice or other document or information issued by the Seller shall be subject to correction at any time without any liability on the part of the Seller.

2.6 The Contract may not be cancelled by the Buyer once formed except with the agreement in Writing of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges (including legal costs) and expenses incurred by the Seller as a result of the cancellation.

3. ORDERS AND SPECIFICATIONS

3.1 The Contract is formed upon receipt by the Seller of the Buyer's order. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.2 The quantity, quality and description of the Goods and any specification for them shall be set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.3 The Seller reserves the right, without notice to the Buyer, to make any changes in the specification of the Goods which are required to conform with

any applicable statutory or EC requirements or where such changes do not materially affect the quality or performance or where such changes are as a result of change in specification by the Seller's supplier. Dimensions and other physical characteristics are subject to normal commercial tolerances.

4. PRICE

4.1 The price of the Goods shall be the Seller's quoted price. The Seller reserves the right, without notice, at any time before delivery, to increase the quoted price to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller such as, without limitation, currency regulation, alteration of duties, significant increase in the costs of labour, materials, or other costs of providing the Goods. The Buyer agrees to pay the increased price and shall not be at liberty to cancel the Contract.

4.2 Except as otherwise agreed in Writing all quoted prices are given by the Seller on an ex-works basis. The quoted price (unless agreed otherwise in Writing) is exclusive of any applicable value added tax and any other duties and taxes, which the Buyer shall be additionally liable to pay to the Seller.

4.3 Minimum Shelf Life Requirements & Free Issue Material:

4.3.1 Due to our supplier's delivery practices, we are unable to provide a specific minimum shelf life on orders, even if this is requested at the quotation stage.

4.3.1.1 The Buyer acknowledges this situation and is responsible for the order, even if the Seller does not guarantee a minimum shelf life. Returns due to shelf life will not be accepted if the material is in date.

4.3.2 Customer Free Issue Material:

4.3.2.1 Material provided by the Buyer to be used in the manufacture of goods will be returned to the Buyer on completion of the order. Unless there is future demand in place to use the remaining free issued material. This material provided by the Buyer will be stored up to 3 months where there are active orders present, before being returned. If no confirmation is received within 2 weeks of the request to return free issued material by the Buyer then this will be disposed of.

4.4 The following minimum charges apply:

4.4.1 For converted products: each line order value must meet a minimum of £1000.

4.4.2 For slit rolls and distribution items: Each order must meet a minimum of £350.

4.5 Shipping: For all orders under £500, a shipping charge of £40 applies.

4.6 NRE Charge: Buyer purchasing converted products may be responsible for the non-refundable engineering charge which enables the seller to provide bespoke service. This will be included in the quote.

4.7 CofC: There will be no charge for Certificates of Conformance where they are required.

4.8 In the case of Goods to be delivered the quoted price of the Goods includes delivery to the Buyer's premises or such other place as specified in Writing by the Buyer unless otherwise stated by the seller.

5. TERMS OF PAYMENT

5.1 Except as otherwise agreed in Writing between the Buyer and Seller and subject to these Conditions, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer in Writing that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods. The Seller reserves the right to request a full payment on account in advance of any delivery.

5.2 The Buyer shall pay the total invoice price of the Goods within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the invoice price, notwithstanding that physical delivery may not yet have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the invoice price shall be of the essence of the Contract. The Buyer shall not be entitled for any reason whatsoever to withhold or make any set off against payment of the invoice price. Except as otherwise agreed in Writing, payments shall be made in sterling.

5.3 The Seller reserves the right to deliver the Goods in one or more consignments, and the Seller shall be at liberty to issue separate invoices or request payment in accordance with clause 5.1, for each separate consignment, and in the event of

non- payment in accordance with these Conditions the Seller shall not be bound to deliver any further Goods to the Buyer pursuant to any contract agreement or arrangement with the Buyer.

5.4 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to charge the Buyer interest (both before and after judgement) on the amount unpaid, at the rate of 2% per annum above base lending rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. DELIVERY

6.1 Delivery of the Goods shall be by the Seller delivering the Goods to the Buyer's premises or such other place as specified in Writing by the Buyer. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable whatsoever for any delay (whether caused by the negligence of the Seller, its employees, servants, agents or otherwise) in delivery of the Goods. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.2 The Seller reserves the right to deliver up to 10 per cent more or 10 per cent less than the quantity ordered without any adjustment in the price per unit, and the quantity so delivered shall be deemed to be the quantity ordered.

6.3 If no time is stated for delivery the Buyer shall be bound to accept the Goods whenever they are ready. Should delivery be delayed for any reason whatsoever, a reasonable extension of time shall be agreed in Writing and until such extension has expired the Contract shall not be capable of cancellation by reason only of such delay.

6.4 Where Goods are delivered in more than one consignment each consignment shall be deemed to be sold under a separate contract and any failure on the part of the Seller in the delivering of a particular consignment shall not entitle the Buyer to repudiate the Contract with regard to the consignments remaining deliverable or withhold payment for any of the Goods delivered.

6.5 If the Seller fails to provide the Goods for any reason, and the Seller is adjudicated to be liable to

the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of obtaining similar goods to replace those not provided over the quoted price of the Goods.

6.6 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 then without prejudice to any other right or remedy available to the Seller, the Seller may:

6.6.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including but not limited to insurance) of storage; or

6.6.2 Sell the Goods, after a period of 1 month from the date of delivery, at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the quoted price under the Contract or charge the Buyer for any shortfall below the quoted price under the Contract.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 In the case of Goods to be collected at the Seller's premises, at the time when the Seller notifies the Buyer in Writing that the Goods are available for collection; or

7.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods whether legal or equitable shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full (including any interest or other charges payable pursuant to these Conditions) for the Goods and all other goods provided by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer:

7.3.1 The Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the goods separate from those of the Buyer and

third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business.

7.3.2 The Seller shall be entitled to give notice in Writing to the Buyer at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8. WARRANTIES AND LIABILITY

8.1 Except as otherwise provided in these Conditions and except where the Goods are provided to a person dealing as a consumer (within the meaning of Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent.

8.2 Any claim by the Buyer which is based on the failure of the Goods to correspond with the specification or that the Goods are damaged, whether or not such Goods are supplied or provided to the Buyer by the Seller in the knowledge that such Goods are not for immediate use, must be notified to the Seller in Writing within 7 days from the date of the delivery. If the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods, and the Seller shall have no liability whatsoever for the failure, and the Buyer shall be bound to pay the invoice price of the Goods.

8.3 Where any valid claim is notified to the Seller in accordance with paragraph 8.4 and the Buyer is entitled to seek to reject the Goods, the Seller shall be entitled (but not obliged) to resolve the failure or, at the Seller's sole discretion, refund to the Buyer the price (or a proportionate part of the price), but the Seller shall have no further liability whatsoever to the Buyer. In cases of rejection, the Seller shall be entitled to inspect and/or test the Goods. The Seller shall be under no liability whatsoever, including pursuant to these Conditions, in the event that the defective state of the Goods is not the fault of the Seller, the Goods sought to be rejected have not been maintained in their original state (at the time of delivery) and the Goods sought to be rejected are not complete. The risk of the Goods sought to be rejected shall remain with the Buyer until the Seller takes the Goods, where applicable, into its possession.

8.4 Except in the case of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the provision of the Goods, except as expressly provided in these Conditions. The Buyer is accordingly advised to effect appropriate insurance.

8.5 The Seller shall not be liable to the Buyer for any damage to property of whatever nature (or any other loss of whatever nature arising therefrom) arising out of the Seller's supply of the Goods to the Buyer (whether caused by the negligence of the Seller, its employees or agents or otherwise). The Buyer is accordingly advised to effect appropriate insurance.

8.6 The Seller shall not be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party.

9. INSOLVENCY OF THE BUYER

9.1 This paragraph applies if:

9.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

9.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

9.1.3 The Buyer ceases, or threatens to cease, to carry on business; or

9.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer accordingly.

9.2 If this paragraph applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract

and/or suspend any further deliveries and/or stop goods in transit under the Contract without liability to the Buyer, and if the Goods have been delivered but not paid for the total price shall immediately become due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. INDEMNITY

10.1 The specification[s] and design[s] of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller. Where any designs or specifications have been supplied by the Buyer for manufacture by the Seller or to the order of the Buyer then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

11. WAIVER

11.1 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12. HEADINGS

12.1 Headings contained in these Conditions are for reference purposes only and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

13. JURISDICTION

13.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

13.2 The Contract shall be governed by the laws of England and the Buyer agrees to submit to the English Courts.