

# SECURA LABELS LIMITED

## TERMS AND CONDITIONS OF SALE GOODS AND SERVICES

In these conditions, unless the context requires otherwise:

**"Buyer"** means the company, firm, body or person purchasing the Goods.

**"Goods"** means the subject matter of the contract including (but not limited to) raw materials, finished or semi-finished materials or articles, commodities etc (including any such materials articles and commodities etc supplied in connection with the Services).

**"Order"** means a purchase order in respect of the Goods and/or Services issued by the Buyer to the Supplier either on the Buyer's official purchase order form, together with all documents referred to in it or submitted by the Buyer to the Supplier verbally which the Supplier will use all reasonable endeavours to confirm to the Buyer in writing.

**"Services"** means work and/or services or any of them to be performed by the Supplier for the Buyer pursuant to the Order.

**"Supplier"** means Secura Labels Limited (company number 6648431) whose registered office is at Whittington Hall Whittington Road Worcester WR5 2ZX and any subsidiary of the Supplier through which the Goods are sold.

### 1. GENERAL

1.1 The Supplier's quotations are not binding on the Supplier and a contract (the "Contract") will only come into being upon acceptance by the Supplier of the Order and the following conditions shall be deemed to be incorporated in the Contract.

1.2 The Contract will be subject to these conditions. All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Buyer shall have no effect. Any variation of the Contract must be confirmed in writing by the Supplier.

1.3 Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery.

1.4 Quotations submitted by the Supplier shall remain open for acceptance for a period of 30 days from the date of the quotation, unless in the quotation some other period is specified or accepted or the quotation is withdrawn by the Supplier.

1.5 These conditions apply to Services in the same way as they apply to Goods.

### 2. PRICES

2.1 Where the Goods are sold by reference to a price list published by the Supplier from time to time, the price payable for the Goods shall be the ruling price as published in the price list current at the date of despatch of the Goods from the Supplier's works.

2.2 In other cases, the price stated in the Contract is based on the cost to the Supplier of tooling plates, raw materials, fuel and power, transport and labour and all other costs at the date of acceptance of the order or quotation (whichever is earlier). If at the date of despatch of the Goods from the Supplier's works, or if at the date of carrying out the work, in either case there has been any increase in all or any of such costs, the price payable for the Goods or Services may at the request of the Supplier be increased accordingly.

2.3 Where the price for the Goods or Services is varied in accordance with clause 2.2, the price, as varied, shall be binding on both parties and shall not give either party any option of cancellation.

2.4 There shall be added to the price for the Goods or Services any value added tax and any other tax or duty relating to the manufacture, transport, export, import, sale or delivery of the Goods or performance of the Services (whether initially charged on or payable by the Supplier or the Buyer).

2.5 All Goods are sold "ex works" unless otherwise stated. If the Supplier arranges or undertakes the carriage, freight, insurance and any other transport costs beyond the point of delivery, such costs shall be for the Buyer's account and shall not affect the provisions of the Contract as to the passing of risk.

2.6 Quotations in a currency other than sterling are based on the rate of exchange at the time of quoting and, unless otherwise stated, the price may be subject to revision up or down if any different rate of exchange is ruling at the date of invoice.

### 3. TERMS OF PAYMENT

3.1 Prices quoted are net and are in sterling unless otherwise agreed.

3.2 Subject to credit being approved, accounts are due for payment not later than 30 days following the date of invoice in the case of direct buyers or 60 days in the case of trade buyers; otherwise payment must be received by the Supplier before delivery. All payments shall be made without deduction or set-off.

3.3 When deliveries are spread over a period, each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and be payable accordingly.

3.4 Failure to pay any invoice in accordance with the foregoing terms or other terms specified in the Contract shall entitle the Supplier to suspend further deliveries and work both on the same order and on any other order from the Buyer without prejudice to any other right the Supplier may have.

3.5 The Supplier also reserves the right to charge interest on overdue accounts, such interest to be calculated on a day-to-day basis on the amount outstanding at the rate of 3 per cent above the arithmetic average for each day of the published base rate of the Royal Bank of Scotland.

3.6 The Supplier reserves the right, where genuine doubts arise as to a Buyer's financial position or in the case of failure to pay for any Goods or Services or any delivery or instalment as aforesaid, to suspend delivery or performance of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

3.7 Where Goods are to be delivered outside the United Kingdom, payment must be made against delivery of the Goods or shipping documents, FOB UK port unless credit arrangements within the United Kingdom approved by the Supplier have been made.

### 4. TITLE TO GOODS

4.1 Notwithstanding that risk in the Goods shall pass to the Buyer in accordance with clause 7, title to the Goods (whether separate and identifiable or incorporated in or mixed with other Goods) shall remain with the Supplier until payment in full has been received by the Supplier:

4.1.1 for those Goods;

4.1.2 for any other Goods supplied by the Supplier;

4.1.3 of any other monies due from the Buyer to the Supplier on any account.

4.2 Until title to the Goods passes to the Buyer under clause 4.1, the Buyer shall keep the Goods separately and readily identifiable as the property of the Supplier.

4.3 Any resale by the Buyer of Goods in which property has not passed to the Buyer shall (as between the Supplier and the Buyer only) be made by the Buyer as agent for the Supplier.

4.4 Goods shall be deemed sold or used in the order delivered to the Buyer.

4.5 At any time before title to the Goods passes to the Buyer (whether or not any payment to the Supplier is then overdue or the Buyer is otherwise in breach of any obligation to the Supplier), the Supplier may (without prejudice to any other of its rights):

4.5.1 retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Buyer hereby authorises;

4.5.2 require delivery up to it of all or any part of the Goods.

4.6 The Supplier may, at any time, appropriate sums received from the Buyer as it thinks fit notwithstanding any purported appropriation by the Buyer.

4.7 Each clause of this clause 4 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.

### 5. WARRANTY; LIMIT OF RESPONSIBILITY

5.1 The Supplier warrants that it will (at the Supplier's choice) either replace or refund the full purchase price of any Goods which are accepted by the Supplier as being defective or not in accordance with the Contract or any express description or representation given or made by or on behalf of the Supplier in respect of the Goods within a period of three months from despatch of such Goods from the Supplier's works (the "Warranty Period") save that this warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties where the Buyer's only remedy will be against that third party.

5.2 In respect of Services, if the Supplier accepts within the Warranty Period that it has failed to execute the Services in accordance with the express terms of the Contract, the Supplier may, at its option, perform again such of the Services as have not been carried out in accordance with the express terms of the Contract or repay the Buyer the charge for such of the Services as have not been so performed (provided such charge shall have been paid to the Supplier by the Buyer).

5.3 The Buyer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the Goods or Services or any workmanship in relation to them (whether or not involving negligence on the part of the Supplier) shall, in all cases, be limited to replacement, re-performance or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the Warranty Period.

5.4 The Supplier shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.

5.5 A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any Order or any part of it shall not entitle the Buyer to cancel or refuse delivery of or payment for any other Order, delivery or instalment or any part of the same Order, delivery or instalment.

### 6. DELIVERY AND COMPLETION DATES

6.1 The dates for delivery of the Goods or the dates for carrying out the Services are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance. The Supplier will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform.

6.2 No delay shall entitle the Buyer to reject any delivery or performance or any further instalment or part of the Order or any other Order from the Buyer or to repudiate the Contract or the Order.

### 7. DAMAGE, SHORTAGE OR LOSS IN TRANSIT

7.1 Unless the Contract otherwise stipulates, the risk in the Goods passes to the Buyer when the Goods are despatched from the Supplier's works and the Supplier accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with.

7.2 Where the parties have agreed that risk will pass other than when the Goods are despatched from the Supplier's works, the Supplier will entertain a claim by the Buyer in respect of loss or damage in transit only if the Buyer:

7.2.1 gives written notice to the Supplier within 21 days of non-delivery or within seven days of the delivery of the Goods in any other case; and

7.2.2 where the Goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.

### 8. DELAYED ACCEPTANCE

If for any reason the Buyer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, the Supplier may arrange storage of the Goods at the Buyer's risk and the Buyer shall be liable to the Supplier for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which the Supplier may have in respect of the Buyer's failure to take delivery of the Goods or pay for them in accordance with the Contract.

### 9. TERMINATION

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the court shall make an order that the Buyer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Buyer or if the Buyer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the court to make a winding-up order or if the Buyer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Buyer shall, in the opinion of the Supplier, become impaired or if the Buyer shall commit any breach of any part of the Contract, the Supplier may, without prejudice to its rights and remedies under these conditions, stop all Goods in transit and suspend further deliveries and by notice to the Buyer may terminate the Contract immediately.

### 10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Buyer shall indemnify the Supplier against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by the Supplier with the Buyer's instructions, whether express or implied.

10.2 Any intellectual property rights in the tooling shall belong to the Supplier and shall at all times continue to belong to the Supplier.

### 11. INDEMNITY

The Buyer agrees, upon demand, to indemnify the Supplier against all losses, damages, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused by or related to:

11.1 designs, drawings or specifications given to the Supplier by the Buyer in respect of the Goods;

11.2 defective materials or products supplied by the Buyer to the Supplier and incorporated by the Supplier in the Goods; or

11.3 the improper incorporation, assembly, use, processing, storage or handling of Goods by the Buyer.

### 12. NON-STANDARD ORDERS

Where the Buyer orders Goods or materials of a type, size or quality not normally produced by the Supplier or Services not normally performed by the Supplier, the Supplier will use all reasonable endeavours to execute the Order, but if it proves impossible, impracticable or uneconomical to carry out or complete the Order, the Supplier reserves the right to cancel the Contract or the uncompleted balance of it, in which event the Buyer will only be liable to pay for the part of it actually delivered or performed.

### 13. PACKING

13.1 The Buyer will dispose of all packing in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.

13.2 The Supplier uses all reasonable endeavours to ensure, where necessary, suitability of packing before despatch, but no claim will be accepted by the Supplier for breakage or damage in transit on the ground of alleged unsuitability for packing.

### 14. ASSIGNMENT AND SUBCONTRACTING

14.1 None of the rights or obligations of the Buyer under the contract may be assigned or transferred in whole or in part without the prior written consent of the Supplier.

14.2 The Supplier shall be entitled to subcontract any work relating to the contract without obtaining the consent of, or giving notice to, the Buyer.

### 15. NOTICES

15.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post or facsimile transmission.

15.2 Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

### 16. INVALIDITY

The invalidity, illegality or unenforceability of any provision of these conditions should not affect the other conditions.

### 17. THIRD PARTY RIGHTS

A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

### 18. LAW AND JURISDICTION

The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.