

**STANDARD TERMS AND CONDITIONS OF SALE OF  
Synergy Packaging Solutions Ltd  
("the company")**

**1. INCORPORATION**

These Standard Terms and Conditions of Sale are incorporated in every contract between The Company and the Buyer of the goods ("the Buyer") unless varied or deleted by the Special Terms and Conditions of Sale relating to a specific Contract and signed by a Director on behalf of the Company and shall apply in all circumstances and prevail over any conditions or terms of trading of the Buyer, and supersedes all other terms and conditions relating to the subject matter of these Terms and Conditions.

**2. VARIANCE**

If any term or condition of any Special Terms and Conditions of Sale is at variance with any Standard Term or Condition, the Special Term or Condition shall apply and the Standard Term or Condition shall not apply to the extent that it is at variance with the Special Terms and Conditions.

**3. ACCEPTANCE**

- (a) All quotations expire thirty days after the date thereof. No quotation given is an offer of sale capable of acceptance so as to create a binding contract.
- (b) Each accepted order shall constitute an entire and separate contract to which these Conditions shall apply.
- (c) The Company shall be entitled to subcontract the fulfilment of the order or any part of the order.

**4. GOODS**

- (a) Goods shall be required to conform to the specification in the order for Goods by the Buyer ("the Purchase Order") and with the sample or as otherwise expressly agreed in writing
- (b) Where specifications, instructions and the like are to be supplied the Buyer shall supply such specifications and/or instructions in reasonable time to enable the Company to complete delivery within the period agreed.
- (c) The Company warrants that it has good title to the Goods and that it will transfer title in the Goods to the Buyer pursuant to clause 10

**5. PRICE**

- (a) Goods will be invoiced at the prices ruling at the date of dispatch. The Company may increase the price to the extent that the cost to The Company of producing the goods has increased.

**6. PAYMENT**

- (a) Prices are quoted in sterling exclusive of VAT. Accounts are due for payment within 30 days end of month. All payments shall be made without any deduction or set-off whatsoever.
- (b) If any payment is overdue The Company reserves the right to suspend any further deliveries and to charge interest on the amount due in accordance with The Late payment of Commercial Debts (Interest) Act 1998 until the amount due (including interest) is paid.
- (c) If any sum due to the Company from the Buyer on any account whatsoever remains unpaid after the Company has given to the Buyer two days written notice of its intention to exercise its rights under this Condition the Buyer shall be deemed to be in breach of this agreement and the Company shall be entitled to recover the Goods if necessary by entry into and removal from the Buyer's premises without prejudice to any other claims which the Company may have against the Buyer. Until payment is made the Buyer shall possess the Goods of the Company as a bailee only.
- (d) The Buyer has the right to sell for the account of the Company any of the Goods in the possession of the Buyer owned by the Company and the Buyer shall be under a fiduciary duty to the Company for the proceeds of sale thereof to the extent that any monies are owed to the Company.
- (e) Nothing herein provided shall give the Buyer the right to return the Goods to the Company.

**7. DELIVERY**

- (a) Unless otherwise agreed, any delivery date or period specified by The Company is an estimate only and The Company shall not be liable for any loss or damage (including consequential loss) sustained by Buyer as a result of failure to deliver on such date or within such period. Time shall not be of the essence for delivery
- (b) If the Company is unable to deliver the Goods for reasons outside its control, The Company shall be entitled, at the Buyer's expense, to place the Goods in storage until such time as the Goods may be delivered
- (c) The Company reserves the right to make delivery by instalments unless otherwise agreed and these Conditions shall apply (mutatis mutandis) to each instalment delivery.
- (d) The Company shall not be liable for the consequences of any delay beyond the stated delivery date and no such delay shall entitle the Buyer to terminate the contract.

**8. DAMAGE SHORTAGE OR LOSS**

- (a) Any claims by the Buyer in relation to quantity and quality of the Goods, goods damaged upon delivery, shortage or non-delivery must be made in writing to The Company and to the carrier. In the case of quality of the Goods, goods damaged upon delivery or shortage, the claim must be made in writing to The Company within 72 hours of delivery and in the case of non-delivery of a whole consignment within 7 days of the agreed delivery date (if any) or the date of dispatch (if notified) or failing such a date then any date specified by The Company as date of delivery. If no such claim is received the Goods shall be deemed to have been accepted by the Buyer as being in good order and conformity with the Contract. No claims will be accepted thereafter.
- (b) Where goods are accepted the delivery note of the carrier concerned must be signed legibly and dated and if without being examined further marked "not examined".
- (c) The goods in respect of which any claim of damage or shortfall is made shall be preserved intact (including packing) for a period of 14 days from notification of the claim within which time The Company and carrier shall have the right to attend at Buyer's premises to investigate the claim.
- (d) Goods are not to be returned or collected by the Company under any circumstances without a collection note issued by the sales office. There will be the Company's standard collection charge plus carriage for product returned not required or refused delivery in the event that the Goods comply with the Order.

## 9. DEVIATIONS

- (a) Deviations in the quantity or weight of goods delivered amounting to not more than 10% shall not entitle the Buyer to reject the goods delivered and the Buyer shall have no right to claim for damages for breach of contract or otherwise. Where an insufficient or excess quantity of goods within the above limits are delivered, the Buyer will pay for the goods so delivered or the Company make an allowance at the contract rate or deliver the shortfall.
- (b) Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the contract.

## 10. RISK AND OWNERSHIP

- (a) Risk in the goods shall pass to the Buyer upon delivery provided that where delivery is withheld or delayed by reason of any default of the Buyer risk shall pass to the Buyer at such time that The Company would have delivered had such withholding or delay not occurred.
- (b) Notwithstanding delivery and passing of risk, the legal property in and beneficial ownership of the goods shall remain in The Company until such time as The Company shall have received payment in full.
- (c) If the Buyer commits any default (which expression shall without prejudice to the generality thereof include any failure to pay The Company on the due date, any composition with creditors, where the Buyer is a company, the appointment of a receiver of the Buyer's business or of an administrator or the presentation of a petition to wind up the Buyer, or where the Buyer is an individual, the presentation of a bankruptcy petition) The Company shall be entitled forthwith to recover and resell any or all of such goods and for such purpose The Company shall have an irrevocable license to enter upon any premises where the goods may be situated with such transport as may be necessary and the Buyer shall render all reasonable assistance to The Company to enable The Company to so recover the goods.
- (d) Until such time as ownership passes to the Buyer, the Buyer shall store the goods separately from those supplied by other parties and in such a manner as they can be clearly identified as the property of The Company.

## 11. WARRANTY

- (a) The Company warrants that the goods at the time of delivery shall correspond with the description of the Goods and with the sample, be free from defects in workmanship and materials and shall comply with any agreed specifications. If any goods do not conform to that warranty, The Company will at its option (i) replace the goods found not to conform to the warranty; or (ii) take such steps as The Company deems necessary to bring the goods into a state where they are free from such defects PROVIDED THAT the liability of The Company shall in no event exceed the purchase price of the goods and performance of any one of the above options shall constitute an entire discharge of The Company's liability under this warranty. In particular, and without prejudice to the generality of the foregoing, the Company shall not be liable for consequential damage, loss of profit or goodwill
- (b) The foregoing warranty is conditional upon:-
- (i) a claim in conformity with condition 8 is given to the Company in writing within the time limits for any Goods found to be faulty on delivery,
- (ii) Buyer giving written notice to The Company of the alleged defect within 72 hours of the time when the Buyer discovers or ought to have discovered the defect and in any event within sixty days of delivery of the goods;
- (iii) Buyer affording The Company a reasonable opportunity to inspect and test the goods.
- (iv) no repairs or alterations having been carried out to the goods without the prior written approval of The Company;
- (v) the goods having been handled, stored and used properly and carefully, not subjected to excessive load or use, and in accordance with any instruction issued by The Company; and
- (vi) the goods having been used for the purpose for which they were supplied.
- (c) It will be for a Buyer to decide whether any goods are appropriate for his needs and he should not rely on any statement, advertisement or otherwise of the Company, but must make his own independent enquiries.
- (d) The undertaking contained in paragraph (a) above does not apply to goods or any part thereof not manufactured by The Company. In the case of such goods The Company will use reasonable endeavours to pass on to the Buyer the benefit of any guarantee, condition, warranty or servicing arrangement received by The Company from the supplier of such goods but The Company shall be under no liability whatsoever for any defect in such goods.
- (e) Save as provided above, all conditions and warranties, express or implied by common law or by statute as to the quality, fitness for purpose of merchantability are hereby expressly excluded to the fullest extent permitted by law. Nothing in this clause shall operate to exclude any implied condition concerning the Company's title in and right to sell the Goods, the Buyer's right to quiet possession or any liability on the part of the Company for personal injury or death arising from its fraudulent misrepresentation, negligent actions or those of its employee or agents
- (f) All recommendations and advice given by or on behalf of The Company to Buyer as to the methods of handling storing, or using the goods, the purposes to which the goods may be applied and the suitability of using the goods in conjunction with any other materials or for any other purpose are given without liability on the part of The Company, its servants or agents.

## 12. DAMAGES

- (a) In no circumstances whatsoever shall The Company be liable in contract or tort or otherwise for any consequential or indirect damage or loss, howsoever caused.
- (b) In any event, The Company's liability to the Buyer in respect of any breach or non-performance of The Company's obligations howsoever caused shall be limited to the price of the goods.
- (c) Nothing herein shall affect the liability of The Company for death or personal injury caused by The Company's negligence.

## 13. INTELLECTUAL PROPERTY RIGHTS

- (a) Where goods are supplied to the specification of the Buyer, the Buyer will indemnify The Company against losses, costs, charges, expenses and damages which The Company may suffer as a result of any claim or allegation that the dies, tools or goods infringe the patents, copyright, registered designs or other protection of any person or that the dies, tools or goods do not comply with any legislation, regulations or requirements in force from time to time.
- (b) The Buyer recognises that certain information supplied by The Company concerning the goods is secret and confidential and proprietary to The Company and the Buyer shall keep the same in confidence and not disclose the same to any person, form or company or use the same for any purpose other than that granted by The Company. Further, the Buyer shall only disclose it to those of its officers and employees whose duties justify the need to know the information and then solely upon the basis of a clear understanding by such officers and employees of their obligation both to maintain the confidential status of the same and to restrict its use as above.

**14. TESTS**

If Buyer requires the goods to be subjected to any tests or inspection other than The Company's usual or routine test or inspection, such test or inspection shall be carried out at the Buyer's expense and at a place and time convenient to The Company. If Buyer does not attend such test or inspection, The Company shall make it in accordance with the terms notified to it or deemed by it to be applicable or suitable and the Buyer shall be deemed to have accepted the result.

**15. FORCE MAJEURE**

The Company shall not be liable or responsible for any loss or damage caused by delay in the performance or non-performance of any of its obligations where the same is occasioned by any cause whatsoever that is beyond The Company's reasonable control, including but not limited to an Act of God; war (whether declared or not); civil disturbance; terrorism; requisitioning; governmental or parliamentary restrictions, prohibitions or enactments of any kind; import or export regulation strike lock-out or trade dispute (whether involving its own employees or those of any other person); difficulties in obtaining workmen or materials at the price prevailing including (but not limited to) fuel, breakdown of machinery, flooding and fire or accident, non-availability or delay of vessels or other transport. Should any such event occur The Company may suspend or postpone deliveries or cancel the contract without incurring any liability for any loss or damage thereby occasioned.

**16. BREACH**

If Buyer shall default in or commit any breach of any of its obligations to The Company or if any distress or execution shall be levied on any of the Buyer's property or if the Buyer shall make or offer to make any arrangements or composition with its creditors or if the Buyer is a limited company any resolution or petition to wind up its business except for the purposes of reconstruction or amalgamation is presented or passed or a receiver or an administrator is appointed of such company's undertaking, property or assets or any part thereof or if the Buyer is an individual, is the subject of a bankruptcy petition, then The Company shall, without prejudice to any other right available to The Company be entitled forthwith on written notice to terminate any contract then subsisting with the Buyer. In addition to the foregoing the Buyer shall indemnify The Company against all claims, demands, costs, expenses and liabilities of whatsoever nature which may be made against The Company or which The Company may pay, sustain or incur arising out of or in connection with any such breach.

**17. ASSIGNMENT**

Buyer shall not assign or transfer or purport to assign or transfer any contract to which these Conditions of Sale apply or the benefit thereof to any other person whatsoever.

**18. DISTANT SELLING**

Unless the Buyer is ordering as a consumer within the meaning of the Consumer Protection (Distance Selling) Regulations 2000 and the Electronic Commerce (EC Directive) Regulations 2002, then the Buyer and Company hereby agree in advance of any non-consumer order that any part of those Regulations that do not and/or need not and/or may not apply to non-consumer orders shall not so apply.

**19. GOVERNING LAW**

The construction, validity and performance of these Conditions of Sale and any contract made hereunder shall be governed in all respects by English Law and the Buyer and The Company hereby submit to the exclusive jurisdiction of the English courts.

**20. EXPORT CONTRACTS**

The following additional provisions will apply to any order for the sale of goods when goods are exported outside the United Kingdom.

(a) Buyer shall be solely responsible for obtaining any necessary import licences in respect of the goods and The Company shall be under no liability whatsoever in respect of goods exported without the necessary licences.

(b) If goods are sold F.O.B. (as defined in Inco terms (1980)) all risk of loss or damage to the goods shall pass to the Buyer at time the goods pass the ship's rail and The Company shall be under no obligation to give the Buyer notice specified in section 32(3) of the Sale of Goods Act 1979. Inco terms shall apply except to the extent that they may be inconsistent with these Conditions of Sale.

**21. GENERAL**

(a) References in these Terms and Conditions of Sale to the male include references to the female as the sense may reasonably require, and references to the singular shall include references to the plural (and vice-versa) again as the sense may reasonably require.

(b) If the Company does not exercise any right under these Terms and Conditions of Sale, or delays in so exercising, then that will not prevent it from exercising that or any other right in the future.

(c) If any of these Terms and Conditions of Sale cannot be enforced, then such Terms and Conditions of Sale will be deemed to have been removed from the contract and all other terms will remain in force

(d) The Headings shall not form part of these Terms and Conditions of Sale and shall be disregarded in interpreting the same

(e) The Buyer may address any complaints to the address of the Company that appears in the Invoice for the Goods

(f) Any notices required to be served under this Agreement shall be served by post addressed to the Company or the Buyer that appears on the Invoice for the Goods in a prepaid first class envelope.

(g) Any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.