Terms and Conditions of Sale – WZ Packaging Limited

1) General Rules

(a) These Terms and Conditions (hereinafter as "T&Cs") apply to all contracts concluded by WZ Packaging Limited with its registered office in Telford, United Kingdom, address: Halesfield 18, Telford, Shropshire, England, TF7 4 JS, company number: 08541340, hereinafter as the "Seller".

(b) T&Cs apply to all contracts concluded by Seller, regardless of the regardless of the legal qualification of the type of such contract, especially to contracts that can be classified as sales or supply contracts.

(c) The provisions of these T&Cs shall prevail over any provisions of the contractual templates used by entities with whom the Seller concludes contracts. Any change or deviation from the rules described in these T&Cs must be agreed to by the parties in writing or otherwise they shall be considered null and void.

(d) Form in writing for the purposes of these T&Cs means a form signed by hand by the authorised representatives of the parties, or a form signed by them using an electronic signature, which, in the case of entities that are from European Union means, a qualified electronic signature within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

2) Orders

(a) Placement of orders with the Seller shall be in writing or via electronic data interchange (EDI) messages or other electronic means or otherwise shall be considered null and void.

(b) All orders placed with Seller in writing require its explicit acceptance in writing before any contract arises.

(c) Where orders are to be communicated via electronic data interchange (EDI) messages or other electronic means any order transmitted to Seller requires the Seller's explicit acceptance of order to be transmitted to Buyer before any contract arises.

(d) Where no formal acceptance is given, Seller may deliver the ordered goods in the amount described in the order, which constitutes an acceptance of the order by the Seller. However, due to lack of formal acceptance the Buyer may not demand performance of any Seller's obligation before such a delivery takes place.

(e) Each accepted order constitutes an entire and separate contract to which these Conditions shall apply. Each such order will be governed by these Conditions to the exclusion of Buyer's tracing terms.

(f) All quotations given by the Seller are not binding and may constitute a binding contract only if they are accepted according to these T&Cs.

(g) All orders and contracts will be governed by these T&Cs to the exclusion of Buyer's contractual templates.

(h) The Seller, prior to accepting the order, may introduce changes to it concerning the amount of goods, scope of execution, terms of execution. If the Buyer does not object to the changes introduced to an order by the Seller within 3 working days from the date the Seller informs the Buyer about such changes, it shall be deemed that the Order is valid in the wording considering the changes introduced by the Seller. If the Buyer objects to the changes introduced by the Seller, the order shall be deemed cancelled by the Buyer and shall not be binding upon the Parties.

(i) The Seller reserves the right not to accept or refuse execution of any order without giving any reason, if execution of the order is contrary to applicable laws or the interests of the Seller.

(j) Any declarations of refusal to accept or amendments to the Order, as well as the Seller's declarations as to amendments to the Order should be made in the manner described in section 2 (a) above.

(k) An order shall not be binding for the Seller if it has not been accepted or accepted with changes in accordance with these T&Cs.

(l) Conflicting, inconsistent or additional terms and conditions contained in any order placed by the Buyer shall not be binding unless the Seller expressly accepts such terms and conditions in writing or otherwise such acceptance shall be null and void.

3) Price

(a) Goods and any services thereof will be invoiced at the prices ruling at the date of acceptance of order. Where a fixed price has been agreed with respect to an order, Seller may increase the price before or after acceptance of the order, without notice, to the extent that the cost to Seller of producing or procuring the goods or services (if any) has increased or is due to any other circumstances beyond the control of the Seller or any other extraordinary circumstances took place that may have effect on a performance of Sellers obligations.

(b) Prices quoted are exclusive of VAT which (if applicable) Buyer shall be liable to pay to Seller in the amount resulting from provisions of law.

(c) Unless otherwise agreed in a form described in section 1 (c), all invoices are due for payment by the 20th day of the

month following the month of invoice. All payments shall be made without any deduction or set off whatsoever.

(d) If any payment is overdue Seller reserves the right to suspend any further contracted deliveries to buyer and shall charge interest (from due date of payment to date of actual payment) on the amount due daily at 3 percentage points above the Base Rate of the HSBC Bank applicable until the amount due (including interest) is paid. Any overdue payments shall be credited first to interest and then to the principal debt.

(e) The seller reserves the right at any time to demand full or partial payment before proceeding or proceeding further with an order.

(f) The Parties unanimously agree that the date of payment shall be the date of receipt into the Seller's bank account.

4) **Delivery**

(a) Unless otherwise agreed, any delivery date or period specified by Seller is an estimate only and Seller shall not be liable for any delay in delivery, including for any loss or damage sustained by buyer as a result of any delay in delivery.

(b) Unless otherwise agreed in a form described in section 1 (c), delivery shall be made by the buyer collecting the goods at Seller's premises after Seller has advised goods are available for collection (EXW Incoterms). The buyer shall be responsible for effecting insurance therefrom irrespective of carriage by Seller's, Buyer's or a carrier's transport.

(c) If an order is accepted and the Parties agree in a form described in section 1 (c) that delivery shall be at some place other than Sellers premises, delivery shall be made by Seller delivering the goods to that place. The seller reserves the right to charge transport, insurance and other costs for goods requiring expedition or special risk.

(d) If Buyer fails to provide the information to enable delivery to occur or shall otherwise cause or request a delay in delivery of the goods, Buyer shall pay, in addition to the price referred to in section 3, all storage, insurance, transportation and other relevant costs incurred as a result including the costs of suspending or cancelling any further contracted deliveries.

(e) The seller reserves the right to make delivery by instalments and these T&Cs shall apply with appropriate amendments to each instalment delivery. Seller is entitled to issue an invoice for each instalment which shall be paid by Buyer in accordance with section 3.

(f) The fact of delivery or any partial delivery shall be confirmed by an acceptance protocol signed by the Buyer. In the event of unjustified refusal by the Buyer to sign the acceptance protocol, the Seller shall be entitled to perform unilateral acceptance on his side.

(g) In the event of quantitative or qualitative defects revealed during the acceptance activities, the purchaser shall have the right to report the defects noticed within 3 days of delivery.

(h) If any damage, defects, non-conformity or incompleteness is not apparent at the time of acceptance is discovered, the seller shall only be liable for it if is reported in the manner described section 4 (g). If defects are not reported in such a manner, all claims of the Buyer other than claims under the warranty referred to in section 7, shall expire.

(i) The goods in respect of which any claim of damage or shortfall is made must be preserved intact (including packing) for a period of twenty-one (21) days from Seller's receipt of notice of the claim within which time Seller and carrier and/or their respective agents shall have the right to attend at Buyer's premises to investigate the claim and inspect the goods.

(a) Any claims by Buyer in relation to goods damaged awaiting transit or in transit or shortage must be made forthwith to Seller and the carrier, in the case of damaged goods or shortage, the claim must be made forthwith upon delivery, not later than in the time described in section 4(g).

5) **Buyer's Obligations**

(a) Buyer declares that the orders and any contracts concluded with the Seller are of a professional nature, resulting from the subject of Buyer's business activity.

(b) Buyer shall be obliged to cooperate closely with the Seller during the performance of the Seller's obligation and individual orders and to exercise due diligence so that the individual orders are completed on time.

(c) In the event of the need to cooperate in the performance of the order with other entities with whose cooperation is indispensable for the performance of the order, the Buyer shall oblige such entities to cooperate closely with the Seller under those T&Cs.

(d) The Buyer's failure to fulfil its obligations may result in postponement of the Seller's performance of services.

(e) The Buyer undertakes to co-operate closely and on an ongoing basis with the Seller regarding the obligations of the seller, as well as to provide the Seller with all necessary explanations and materials aimed at the proper provision of the seller's obligations.

(f) The Parties undertake to keep each other informed of all activities and obstacles affecting the performance of the order and contract and to cooperate on an ongoing basis.

(g) Where drawings, specifications or other information or data are to be supplied by the Buyer or are necessary to properly fulfill obligations of the Seller, Buyer shall supply them in sufficient time to enable Seller to deliver the goods and carry out any services in due time. If not so supplied the Seller shall not be liable for any delay in performing its obligations and may rescind or terminate any order or contract without liability whatsoever and Buyer shall pay for all costs incurred in respect of the order up to the date of rescission or termination.

6) **Risk and Title**

(a) Risk in the goods shall pass to buyer upon delivery. Where delivery is withheld or delayed by reason of any default of Buyer risk shall pass to Buyer at such time that Seller would have delivered had such withholding or delay not occurred. In the absence of claim under section 4(g), the goods shall be deemed to have been delivered and accepted by the Buyer complete and in satisfactory condition.

(b) The Seller shall remain the sole owner of the goods delivered until the Buyer has paid in full. No transfer of possession of the goods delivered or leasing of the delivered goods to Buyer or to third parties shall be treated as transfer of ownership. Until the time of transfer of the ownership Buyer must

a. Store all goods so that they are clearly identifiable as Seller's property
b. Insure all goods (against the risks for which a prudent owner would insure them) and hold the policy on trust for Seller.

(c) Until the time of transfer of the ownership Buyer may use the goods and sell them in the ordinary course of business, but not if:

a. Seller revokes that right (by informing Buyer in writing); or
b. Buyer becomes insolvent

(d) Buyer must inform Seller in writing immediately if Buyer becomes insolvent.

(e) If Buyer's right to use and sell the goods ends, the buyer must allow Seller to remove the goods.

(f) Seller has Buyer's permission to enter any premises where the goods may be stored:

a. At any time, to inspect them, and
b. After Buyer's right to use and sell them has ended, to remove them, using reasonable force if necessary.

(g) Despite Seller's retention of title to the goods, Seller has the right to take legal proceedings to recover the price of goods supplied should Buyer not pay Seller by the due date.

(h) Buyer is not the agent for Seller. Buyer has no authority to make any contact on behalf of or in the name of the seller.

7) **Warranty**

(a) The seller warrants that the goods at the time of delivery shall be free from significant defects in design, material or workmanship. If any goods do not conform to that warranty Seller will at its option:

a. replace the goods found not to conform to the warranty.
b. take such steps as Seller deems necessary to bring the goods into a state where they are free from such defects; or
c. take back the goods found not to conform to the warranty and refund the appropriate part of the purchase price provided that the liability of Seller 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 Seller's liability under this warranty.

(b) The warranty period shall be a maximum of six (6) months unless stated otherwise in our documentation provided by the Seller.

(c) Any claims from the warranty must be notified without undue delay upon discovery of the defects giving rise to the claims, in any case within seven (7) days of the time when Buyer discovers or ought to have discovered the defect and in any event within 90 days of delivery of the goods. The claims notified after that time shall be considered expired and the Seller is not liable for them.

(d) The foregoing warranty is conditional upon:

a. Buyer affording Seller, its agents, or insurer's agents a reasonable opportunity to inspect the goods during a period of twenty-one (21) days and, if so requested by Seller, returning the allegedly defective goods to Seller's works, carriage pre-paid (subject to refund in the event that the claim is found to be justified), for inspection to take place there; and
b. The goods have been stored carefully and in accordance with any instructions issued by Seller and so as not to allow deterioration or damage.

(b) The seller will use reasonable endeavors to pass on to the buyer the benefit of any guarantee, condition, warranty or servicing arrangement acquired from the supplier of the goods.

(c) Save as provided above, all conditions and warranties, express or implied, are hereby expressly excluded to the extent permitted by law.

(d) All information as to the methods of storing, applying or using the goods, the purpose to which the goods may be applied, the suitability of using the goods in any manufacturing process or in conjunction with any other materials are given by Seller or its agent in good faith but it is for the Buyer to satisfy itself of the suitability of the goods for any particular purpose.

8) **Liability**

(a) Save as described otherwise in these T&C's, Seller shall not be liable in contract negligence, breach of statutory duty or otherwise for any loss or damage whether for loss of profit, consequential special indirect loss or damage, cost

expenses, compensation whatsoever, which arise out of or in connection with the supply of the goods or the use or re-sale thereof.

(b) The seller's liability to Buyer in respect of any breach or non-performance of Seller's obligations howsoever caused or arising shall be limited to the price of the goods that should have been delivered according to the order due accepted by the Seller, except as expressly provided in these Conditions.

(c) Nothing herein shall affect the liability of Seller for death or personal injury caused by Seller's negligence.

(d) Where Buyer provides drawings, specifications, information or data to Seller for the purposes of any order Buyer shall indemnify Seller against any and all claims, damages, loss, costs, and expenses for which Seller may, become liable because of the infringement of any patent copyright, design right or other intellectual property, of any third party.

(e) The buyer shall indemnify Seller against any and all claims, damages, loss, costs and expenses suffered or incurred by Seller because of any claim by a third party arising out of or in connection with the sale of the good including any claim under the Consumer Protection Act 1987.

(f) The buyer shall be responsible for affecting and maintaining insurance cover as appropriate, in particular the cases described in these T&C's and upon request shall provide a copy of the insurance policy and evidence of premiums paid in respect thereof.

(g) Buyer acknowledges that in entering any contract hereunder, it does not rely on any representation or statement concerning the goods unless confirmed in writing by Seller and waives any claim for breach of any such representations or statements not so confirmed.

(h) The Seller shall only be liable for normal consequences of its act or omission and shall not be obliged to compensate for damage resulting from the Buyer's lost benefits. Furthermore, the Seller shall only be liable for damage caused to the Buyer intentionally.

(i) The Seller may use subcontractors in the execution of individual orders or contracts. In such a case, the Seller shall be liable for the acts or omissions of the subcontractors as for its own acts or omissions, within the limits specified in this section 8.

(j) If any work is created as a result of provision of the Seller's obligations, the Parties hereby exclude the Seller's liability for defects in such work and exclude the Buyer from pursuing any claims under the warranty resulting from provisions of law or exercising any legal rights by the Buyer under such warranty.

(k) All aluminium foil goods supplied will be subject to the tolerances generally accepted in the trade for aluminium foil.

(l) Any deficiency or surplus not exceeding 10 per cent of the quantity ordered shall be considered as due execution of the order or contract.

9) **Force Majeure**

Seller shall not be liable for any loss or damage if Seller is prevented from, or hindered in, or delayed in performing its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the Seller's reasonable control including but not limited to an act of God; severe weather; war (whether declared or not); civil disturbance; requisitioning; governmental or other authority's regulations; requisitioning or enactment's of any kind import or export regulation; strike; lock-out or trade dispute (whether involving its own employees or those of any other person); power or machinery breakdown; accident non-availability or delay of vessels or other transport. Should any such event occur Seller may cancel or initially suspend then, if necessary, cancel the performance of the contract without incurring any liability for any loss or damage thereby occasioned.

10) **Tests and Inspections**

Unless otherwise agreed all testing and inspection specified by the Buyer, implied by the order or customary to Seller's practice, shall be at Seller's works and shall be final. The seller reserves the right to make a reasonable charge, therefore.

11) **Alteration in Specification**

The seller reserves the right to make any changes in the specification of the goods which do not materially alter the quality or performance, or where specification is to conform to any applicable safety or other statutory requirements. If Buyer requires any further information or advice on safe use of the goods in question Buyer shall forthwith contact the Seller.

12) **Term of the order**

(a) Orders and contracts shall be valid for the performance period indicated therein. Regardless of the legal qualification of the orders or contracts, they may be terminated only in the situations described in this section 12.

(b) No order which has been accepted by Seller may be cancelled by Buyer except with the agreement in writing of Seller and on terms that the Buyer shall indemnify inter alia the Seller in full including but not limited to, for and against all loss or damage (whether loss of profits, consequential special or indirect loss or damage), cost (including those of labour and materials used), damages, charges (including forward currency exchange, forward purchase of metal) and expenses incurred by Seller as a result of cancellation.

(c) The Seller shall have the right to withdraw from the execution of orders or a specific order for a given Boyer if there is a delay of more than 10 days in the payment of any part of the price due to the Seller from such Buyer. In the event of withdrawal from such order(s), the Seller may exercise the right of withdrawal within 3 months of the occurrence of the grounds for withdrawal. Withdrawal in this manner shall result in the Seller still being entitled to remuneration for the part of the order or orders completed prior to withdrawal.

(d) Seller shall be entitled by notice in writing to terminate any order or contract with Buyer and that without any liability whatsoever to the Buyer if:

a. Buyer shall commit any breach of default whether material or otherwise of its obligations to the Seller in terms of any contract with the Seller; or
b. Any distress or execution shall be levied on, or executed against Buyer or any of its assets; or
c. Buyer makes or attempts to make any arrangement or composition with its creditors; or
d. Where Buyer is a public or private limited company, any resolution is passed or petition presented to wind up its business (except for the purpose of reconstruction or amalgamation) or a receiver or administrator or liquidator is appointed of Buyer or of any of its undertakings, property or assets or any part thereof or Buyer ceases or threatens to cease business; or
e. Where Buyer is an individual, a partnership including a dissolved partnership, a corporation or local authority, or an unincorporated body or is subject to a petition for bankruptcy. In the event of termination in terms hereof Buyer shall become liable for immediate payment for all goods delivered and services provided by Seller at the date of said termination.

13) Confidentiality

(a) Each Party undertakes to keep confidential, including to protect against unauthorised access, and not to disclose any information coming into its possession in the course of or in connection with the negotiation, conclusion or performance of the order or contract or the performance of any obligations, whether obtained from the other Party, any other entity or on its own, including any information relating to the Party's business or concerning the Party or its affiliates, customers or business partners, information related to cooperation between the Parties as well as any other information of economic value obtained by a Party, hereinafter referred to as 'Confidential Information', regardless of whether such information was provided or obtained in oral, written, electronic, visual, magnetic or digital recording or in any other form, and regardless of whether such information was marked 'confidential', 'proprietary' or similar.

(b) Confidential Information shall be:

a. information constituting a Party's business secret.
b. financial information (e.g., business plans, accounting, debt settlements, investors, assets, prices, tender offers, production and sales forecasts and plans, internal financial documents, budgets, forecasts, reports, financial statements before disclosure);
c. legal information (e.g. contracts, information arising out of or relating to contracts concluded or negotiated by the Principal and offers made or submitted, including, but not limited to, pricing and other contract performance conditions, ongoing legal proceedings, negotiations, intellectual property, inventions, trademarks, other subject matter of intellectual property rights, including pre-application for patents, protection rights or registration rights, internal organisation);
d. marketing information (e.g. customer information, strategies, advertising, databases, marketing or advertising campaign plans and budgets);
e. information about the Party (e.g. personnel files, payroll, performance appraisal and other personal information relating to employees);
f. industrial information (e.g. technological processes, technical solutions, methods, technologies, production processes, logistical methods, source code, configuration files, test reports)
g. names, including working names, of ongoing or planned projects, their concepts, basis or inspiration for their creation,
h. the progress of the projects their state of advancement, the way the work on the projects is carried out, the composition of the production teams,
i. the value of budgets of projects underway or in preparation for implementation,
j. commercial data, including the names and contact details of the Seller's contractors and entities with respect to which the principal has made efforts to establish cooperation with them, as well as any other information related to the orders which the Seller received, or which the Seller is seeking or has sought,
k. goals, strategies, profits, models, drawings, programme's, visualisations, recordings, sketches and other such data related to the Seller's business and the services and goods offered by the Seller,
l. Information on the contracts and their terms and conditions applied by the parties, including information on the Seller's remuneration, number of contractual penalties,
m. information on errors found during project implementation, the manner of their resolution or failure to resolve errors (positive and negative know-how),
n. plans or directions of development,

o. information obtained during the examination of competitors or customers,
p. other information and data on which the Parties have made efforts to keep it confidential or the disclosure of which could result in a financial or reputational loss for the Party.

(c) Confidential Information shall not be information:
a. generally known or made public without breaching the obligation of confidentiality,
b. lawfully received from a third party without reservation of its confidentiality,
c. autonomously developed by a Party and not related to the performance of the order or a contract,
d. disclosed to the extent required by mandatory legal provisions,
e. disclosed by a Party with the prior consent of the other Party expressed in writing.

(d) The interested Party shall be informed of the fact that Confidential Information has been disclosed to it as required by mandatory provisions of law.

(e) Without the other Party's written consent, information obtained in connection with the performance of the Agreement may be disclosed only to the extent necessary for the performance of the subject matter of the Agreement, to the Party's organisational units, or its employees, or other entities performing tasks for the Party, to the Parties' legal, accounting, HR, business and IT advisors, as well as in the case and to the extent resulting from the binding provisions of law.

(f) Each Party agrees to:
a. to use the Confidential Information only for purposes related to the performance of the order or contract,
b. to take all necessary organisational, technical and legal measures to ensure full protection of the Confidential Information in accordance with the specific provisions governing each type of secret,
c. to notify all persons having access to Confidential Information of the nature of such information and of the measures to be observed by such persons for the proper protection of such information.

(g) The Parties undertake not to disclose or make available to unauthorised persons Confidential Information, and not to use it in any manner other than that set out in this section 13, including for their own purposes or for the purposes of any third party. In particular, the sharing of Confidential Information, the failure to protect it from access by third parties, as well as its deliberate loss or loss caused by gross negligence, shall be deemed to be exploitation. In addition, the Parties undertake not to take, directly or indirectly, any action aimed at or merely enabling a third party to see or come into possession of the Confidential Information or to make use of it.

(h) The Parties undertake to keep Confidential Information confidential irrespective of the time, manner or form in which it was obtained, including information obtained directly or indirectly from the other Party or its representatives, whether in writing, orally, electronically or otherwise, in connection with or incidental to the Parties' cooperation and in connection with or incidental to activities aimed at establishing such cooperation.

(i) The Parties shall not be liable for the disclosure or use of Confidential Information that:
a. are or become generally known to the public other than because of a breach of the terms of these T&Cs,
b. are received by the receiving Party from a third party without restriction, and were previously known to the receiving Party,
c. are developed by a Party at any time, wholly independently of any disclosure under this T&Cs,
d. must be disclosed pursuant to applicable law or a decision of a court or public administration body.

(j) The obligation to keep Confidential Information confidential shall bind the Parties during the term of any order or contract concluded by the Parties as well as for a period of 2 years after its termination or expiration.

(k) At the request of the disclosing Party, the receiving Party should immediately return all Confidential Information, including all copies thereof, and certify the destruction of all notes, analyses, reports, evaluations and other documents or data created, developed, modified or otherwise processed by the receiving Party or at its request, and based on the Confidential Information. The aforementioned activities shall be supervised by a committee appointed for this purpose and shall result in a written record of their performance.

(l) Neither Party shall, without the prior written consent of the other Party, disclose the terms and conditions of the individual orders.

14) **Personal data protection**

(a) The Seller informs that it is the controller of the following personal data:
a. the Buyer who is a natural person: first and last name, e-mail, telephone number, address, any evidence numbers, contract performance data (including transaction data), and
b. employees and collaborators of the Buyer involved in the execution of any order or contract and other people whose data the Buyer shall provide to the Seller: identification data (name and surname), official position, e-mail address, telephone number.

(b) The above-mentioned personal data will be processed by the Seller in order to properly perform its obligations under the order or contract, to maintain contact with the Buyer, to perform public law obligations related to the orders and contracts and to protect the Seller from claims or to assert its claims in connection with the order or contract, which is the Seller’s legitimate interest. Accordingly, on the territory of EU this processing will take place based on Article 6(1)(b), (c) and (f) of the General Data Protection Regulation (GDPR). This data has been provided to the Seller by the

Buyer during the performance of the Parties obligations.

(c) The recipients of the above personal data may be other associates of the Seller, legal, accounting and IT service providers, software providers, authorities.

(d) The data will be stored until all obligations under the order or contract have been fulfilled, after which time the Seller may store the personal data of the Buyer and persons whose data the Buyer has provided to him until the end of the calendar year in which 6 years have passed since the termination of the agreement/collaboration, and longer - for the period in which the Seller is required by law to archive accounting records.

(e) The Buyer and the persons whose data the Buyer provided to the Seller shall have the right to demand from the Seller access to the personal data concerning them, rectification, deletion or restriction of the processing of such data, and to the extent that the processing is based on the Seller's legitimate interest - also the right to object to the processing of the data. Such people shall also have the right to lodge a complaint with a supervisory authority in relation to the processing of their personal data.

(f) The provision of personal data by the Buyer is a condition for entering into a contract with Seller. Failure by the Buyer to provide data may prevent the Seller from fulfilling the obligations it has undertaken to perform for the Buyer.

15) **Assignment and Severability**

(a) Buyer shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply without the Seller's prior written consent. Seller may assign or transfer any contract, order or rights resulting from any contract or order without additional consent of the Buyer.

(b) If any provision or term of these Conditions shall become or be declared illegal, invalid or unenforceable in whole or in part by any Court or other authority having jurisdiction over the parties hereto the same shall be divisible from this agreement in the jurisdiction in question to the extent (but not greater) necessitated by the Court or other authority and the Parties shall use the provision of the closest possible meaning to this term or condition, which would be legal, valid and enforceable. In this case nothing in these T&C's should be taken to mean that the parties would not have entered into the contract or order without it.

16) **Waiver and Amendment**

No failure or delay on the part of Seller to exercise any rights or remedy under any order or contract governed by these T&C's (whether a single or partial or further exercise) shall be construed or operate as a waiver, therefore, the rights and remedies provided are cumulative and are not exclusive of any rights or remedies provided by law.

17) **Amendment to the General Contractual Conditions**

(a) These T&Cs shall not be amended, modified or varied except as according to section 17 (b) below...

(b) The Seller may amend these T&Cs at any time by changing their wording as published on the Seller's website. Such amendment shall include any order or contract concluded based on the previous version of the T&Cs, provided that the Seller notifies the Buyer of such amendment in writing or by e-mail at least 2 weeks prior to its entry into force.

(c) The Buyer may, up to the effective date of the proposed changes, serve to the Seller statement of termination of any order or contract made in writing or otherwise considered null and void if the Buyer does not accept the proposed changes. The absence of a written statement from the Buyer within the period shall constitute acceptance of the changes. In the event of termination of the order or a contract on this basis, the Seller is not obliged to perform any additional duties resulting from such orders or contracts.

(d) Where the proposed amendment to the T&Cs is a direct result of a change in law, the Buyer shall not be entitled to terminate the order or contract as referred to in section 17 (c) above.

18) **Notices**

Any notices to be given shall be in writing and be deemed to be given if left at the last known address of Seller (marked for attention of Managing Director) or as the case may be, the Buyer or sent to the same by first class post or facsimile and shall be deemed to have been received, five days after despatch if by post or six hours after receipt of a transmission in legible form if by facsimile, or after delivery, if by hand.

19) **Governing Law**

The construction, validity and performance of these conditions shall be governed by the laws of England and Buyer submits to the exclusive jurisdiction of the Courts of England competent over the place of registered office of the Seller.

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 the obtaining of any necessary import licenses or authorisations in respect of the goods and Seller shall be under no liability whatsoever in respect of goods exported without the necessary licenses.

(b) Where goods sold FOB or CFR (formerly C&F), Incoterms (1990), the Seller shall be under no obligation to give Buyer

notice specified in Section 32(3) of the Sale of Goods Act 1979.

(c) Incoterms (1990) shall apply except and to the extent that they may be inconsistent with these Conditions.

(d) All claims for damage or loss incurred awaiting or in transit must be made in accordance with the instructions of the insurance company: details of which are given on the insurance certificate with the applicable shipping documentation.

21) **Printing and Embossing cylinders**

Printing and embossing cylinders will be charged to the customer at cost and the cylinders will remain the property of the Seller.

22) **Packing**

Packing cases and cartons are returnable and their cost is excluded from selling prices. The Seller reserves the right to charge in full for all packing cases or cartons if not returned within two calendar months from the date of despatch in serviceable condition carriage paid to the Seller's Works.