

TERMS & CONDITIONS OF PURCHASE



1. **DEFINITIONS:** In these Conditions except where the context otherwise requires the following expressions have the following meanings:

The Company means Newspace Containers Ltd. whose registered office is at Unit 30-31, Lydney Industrial Estate, Harbour Road, Lydney, Gloucestershire, GL15 4EJ.

The Vendor means the person, firm or company selling the goods, the subject of the contract to which these Conditions apply.

2. **TERMS AND CONDITIONS:** The Company will only enter into a contract for the purchase of goods subject to these Conditions of Purchase. Any conditions of sale or other conditions whether of general application or otherwise or purporting to be imposed by the Vendor shall be of no effect notwithstanding that the same appear or purport to appear on any quotation or acceptance of order by the Vendor. No addition to or variation of or exclusion of the Company's conditions shall have effect and no representation or warranty, collateral or otherwise, shall bind the Company and no statement made by anyone whether purporting to act on behalf of the Company or otherwise shall vary these Conditions, unless such representation, warranty, statement or variation shall be made in writing and signed by a Director of the Company and shall be stated to be made specifically in pursuance of this clause 2 of these conditions. For the avoidance of any doubt the Vendor expressly acknowledges and accepts that the Company's Conditions and no others except as aforesaid shall be applicable to the contract and delivery of the goods by the Vendor shall conclusively evidence acceptance of these Conditions.

3. **WAIVER:** Any variation or waiver of these Conditions or any warranty, representation or statement validly made by the Company, pursuant to Clause 2 of these Conditions on any one occasion shall be binding upon the Company only for the one contract or purpose specified and shall not unless otherwise specifically agreed in writing affect any future contract or the applicability of these Conditions for any other purpose.

4. **TIME:** (i) The times for supply and delivery of the goods or any of them shall be of the essence of the contract, (ii) If at any time prior to the due date for supply and delivery of the goods or any of them any fact or matter whether due to the Vendor's default or otherwise howsoever arising shall occur or become known to the Vendor which might reasonably be expected to cause the Vendor to fail to meet such date or dates the Vendor shall forthwith notify the Company thereof in writing. Upon receipt of such notice the Company may (in its absolute discretion and without prejudice to its other rights and remedies) terminate without any liability on its part the contract or any part thereof affected whether directly or indirectly by such contemplated delay and claim reimbursement from the Vendor of its loss and damage arising thereout.

5. **CONNECTED GOODS:** (i) Where the Goods or any of them are to the knowledge or in the reasonable contemplation of the Vendor required or intended to be used or in conjunction with or incorporated in other goods to be supplied to the Company, whether such other goods are to be supplied to the Company by the Vendor either pursuant to this or any other contract or by any other party, it is expressly agreed that in the event of such other goods not being delivered and/or the Company's reasonably concluding that such other goods are not going to be delivered to the Company by their due delivery date for any reason whatsoever (except by reason of default on the part of the Company) the Company may in its absolute discretion terminate this contract or any part thereof directly affected by such failure or contemplated failure to deliver such other goods, by serving notice in writing upon the Vendor provided that the service thereof on the Company shall be not less than seven days before the due date for delivery of the goods the subject matter of this contract thus cancelled: and upon such termination neither party shall have any rights or remedies against the other save in respect of any breaches of contract antedating such termination.

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6. CANCELLATION: The Company has the right at any time to cancel the contract by reasonable notice in writing of not less than 14 days expiring not less than seven days prior to the due delivery date for the goods so cancelled: upon such cancellation the Company and the Vendor shall be under no liability whatsoever one to the other save in respect of any breaches prior to the date of such cancellation, save that the Company shall pay to the Vendor all its reasonable costs (not including contribution to overheads or profit) incurred in performance by the Vendor of its obligations under the contract prior to cancellation.

7. PRICE: (i) The contract price is a fixed price and is as set out in writing in the Company's order, and shall not be increased for any reason whatsoever, save the imposition by the Government of a relevant tax or imposition introduced on a date after making this contract, (ii) If, before the due date for delivery of goods the subject matter of the contract the Vendor's listed or standard price thereof is reduced and/or if the Vendor offers for sale and/or sells goods of the same description at a lower price than the contract price therefore, such contract price shall be reduced accordingly, and the Company shall only be liable to pay to the Vendor such reduced price.

8. DELIVERY: (i) The Vendor shall at its own expense deliver the goods to the address specified in writing by the Company ("the consignment address"), (ii) In the event of any loss of or damage or deterioration to goods in transit or non-delivery of the correct or any part of the goods, the Vendor shall if the Company so requires forthwith and without charge repair, replace or make good the same, and until the Vendor shall have done so delivery of the goods the subject matter of such consignment shall not be deemed to have been delivered-nor shall the Company be liable to pay therefore.

9. PROPERTY: (i) If the goods are ascertained, property shall pass to the Company upon the making of the contract. If the goods are unascertained property shall pass to the Company upon appropriation. But in any event it is expressly agreed that such passing of property is without prejudice to the subsequent reasonable exercise of the Company's right of rejection, (ii) Where the property in the goods passes to the Company prior to delivery, the Vendor shall so far as practicable and to the reasonable satisfaction of the Company set the goods aside and mark them as the property of the Company, (iii) For the avoidance of doubt property shall pass as aforesaid notwithstanding that the price for the goods shall not have been paid in whole or in part.

10. RISK: Notwithstanding that property in the goods shall have passed to the Company, risk therein shall in no circumstances pass until the goods are delivered to the consignment address.

11. PAYMENT — Payment for goods is due 90 days after delivery to the consignment address, but subject always to the right of the Company to deduct in respect of any set off and/or counterclaim against the Vendor howsoever arising.

12. PATENT/COPYRIGHT: (i) Although all drawings, calculations, brochures and instructive matters furnished by the Vendor to the Company in connection with the contract are and remain the Vendor's property. The Company may in its absolute discretion make use of the same for the purpose of its own business and/or whether by copying, showing and/or supplying originals or copies or otherwise howsoever communicating the contents thereof to third parties in the ordinary course of its business, (ii) The Vendor shall indemnify the Company against all damages costs on a full indemnity basis, losses, penalties, claims and other matters whatsoever arising out of the infringement or alleged infringement of any patent, registered design, design right or copyright or in respect of any passing off action which may result from the Company's purchasing and/or retaining and/or dealing with and/or making any use of the goods or any of them, and/or in respect of any claims against the Company by third parties to whom the Company has disposed of the goods in respect of the like claims mutatis mutandis as aforesaid.

13. DESIGNS AND DRAWINGS: (i) Designs, drawings and technical data supplied by the company to the Vendor shall remain the property and design right or copyright of the Company and shall be used only for the purpose

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of the contract and shall be returned to the Company immediately on request or on termination of the contract, (ii) If the Company shall supply to the Vendor for the purpose of the contract designs specifications or drawings, no deviations from or modifications to them shall be made by the Vendor without the prior written consent of the Company, (iii) In the event of the Vendor's supplying to the company drawings, designs and technical data for approval and/or record purposes acceptance thereof by the Company shall not be deemed to constitute approval or confirmation thereof so as to make the Company responsible therefore and/or so as to exclude or limit the Company's rights to rely upon the skill and judgment of the Vendor.

14. INSPECTION: (i) The Company shall have the right on reasonable notice to the Vendor to inspect and so far as necessary test free of charge the goods or samples thereof prior to despatch thereof to the Company, (ii) Inspection and/or test by the Company or failure to inspect and/or to test shall in no way exclude or limit the responsibility or liability of the Vendor with regard to the supply of the goods and/or the express or implied conditions of the contract and shall not imply acceptance thereof by the Company.

15. VENDOR'S LIABILITY: Without prejudice to any other conditions or warranties as to title and/or quiet enjoyment and/or merchantability and/or fitness for purpose (whether generally or for purposes known to or foreseen by the Vendor) and/or correspondence with sample and/or description express or implied by law (whether pursuant to the Sale of Goods Act 1979 or otherwise) usage, custom of the trade or otherwise howsoever arising, it is in any event a condition of this contract that the goods supplied will correspond with the description and/or specification thereof set out and/or referred to in the Company's order and/or with any description and/or specification otherwise stipulated for by the Company its servants or agents and/or given orally or in writing to the Company its servants or agents by the Vendor its servants or agents.

16. LIABILITY: All and any liability of the Vendor arising hereunder and/or in negligence and/or in any other tort and/or vicariously by reason of any default by its servants and/or agents shall extend to all consequential loss whether by way of loss of contract, market, profit, goodwill or otherwise and or by way of any expenses including but not limited to interest, Bank charges, fluctuation in exchange rate, wasted management and other employees' time and/or the cost of hiring additional employees and/or independent contractors and/or any equipment, plant or machinery.

17. INDEMNITY: The Vendor shall at all times keep the Company, its servants and agents effectively indemnified against all actions, proceedings, costs (on a full indemnity basis), charges, claims expenses and demands whatsoever which may be made or brought against the Company its servants or agents by any third party in respect of any alleged injury, loss, damage or expense arising out of or in connection with the goods or services supplied to the Company by the Vendor (save if and to the extent that they arise out of the negligence or wilful default of the Company its servants or agents).

18. FORCE MAJEURE: In the event of any strike, lock out, trade dispute, accident, fire, flood or any other natural disaster, war, civil disturbance, any statutes, rules regulations, ordering requisitions issued by any Government Department, Council or other duly constituted authority, act of God or any cause or contingency whatsoever beyond the reasonable control of the Company affecting the Company's ability to purchase or accept delivery of the goods to be supplied pursuant to this contractor any of them, this contract or that part thereof which is so affected may be terminated or suspended by the Company in its sole and absolute discretion. Such cancellation or suspension shall not constitute a breach of contract by the Company and the Company shall not be liable to the Vendor for any lessor damage howsoever caused by reason of such cancellation or suspension, and in the event of such suspension dates for delivery of the goods the subject matter of this contract shall be deferred to take account of such suspension. At any time during such suspension under this clause the Company may exercise its rights under this clause to terminate the contract without incurring any liability for any loss or damage arising there from howsoever caused. If the period of suspension exceeds 90 days the Vendor may terminate the contract by service of notice in writing upon the company, such notice to

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expire 30 days after such service and to be effective to terminate the contract only if the period of suspension remains in force at the expiry of such 30 day period: such termination to be without liability of either party for any loss of damage arising there from.

19. **VENDOR'S DEFAULT:** In the event of the Vendor failing to deliver by the due date then without prejudice to the Company's rights to treat such failure to deliver as repudiatory and/or all and any its other rights and remedies the Company shall on the expiry of 30 days thereafter be entitled upon 24 hours notice in writing to the Vendor to enter upon the property in which the Company shall reasonably believe that the goods or part of them may be situated and if the same shall upon reasonable inspection of the said property be found to be present to remove and thereby take delivery of the same.

20. **INSOLVENCY:** In the event that (being an individual) the Vendor commits an act of bankruptcy or has a receiving order made against him or (being a company) enters into liquidation (whether compulsory or voluntary) or has a receiver or manager appointed of the whole or any part of its business or undertaking, or if distress or execution be levied or threatened upon any of the Vendor's property, then the Company shall (without prejudice to all and any other rights it may have) have the right upon giving written notice to the Vendor to terminate without any liability whatsoever on its part the contract and any further contract between the Company and the Vendor and recover from the Vendor in respect of such contract or further contract so terminated the Company's loss of profit and/or other losses caused thereby and shall further have the same entitlement as set out in Clause 19 above exercisable upon the said 24 hours notice in writing.

21. **ASSIGNMENT:** The Vendor shall not transfer or assign this contract or any part thereof without the prior written consent of the Company (the giving of which consent shall be in the absolute discretion of the Company). Any authorised transfer or assignment shall not relieve the Vendor of any of its obligations hereunder.

22. **NOTICES:** All notices to be served by one party on the other (unless specifically provided for in these conditions) shall be deemed duly served 7 days after posting if posted by first class or airmail pre-paid post to the registered office of the other party or in the absence of such registered office to the address notified in writing between the parties prior to or at the time of contract.

23. **ENGLISH LAW AND JURISDICTION:** This contract and these conditions shall be governed and interpreted by English law, and the parties hereby irrevocably submit to the jurisdiction of the English Courts.

24. **HEADING:** The headings to each clause are for identification only and not intended to form part of these conditions.