



LINPAC TERMS AND CONDITIONS OF PURCHASE

1. INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings:

Word	Meaning
Buyer:	means any of LINPAC Packaging Limited, or any other holding company which is an associate or subsidiary company of such companies and which is the buying entity for the purposes of these terms:
Conditions:	means these terms and conditions of purchase of the Buyer;
Contract:	means an Order which is placed by the Buyer and accepted by the Seller;
Goods:	means any goods (including any part or parts of them) agreed in a Contract to be purchased by the Buyer from the Seller;
Group Company	means any holding company, associated company or subsidiary company of the Buyer;
Order:	means the Buyer's written instruction to the Seller to supply the Goods, incorporating these Conditions;
Parties:	means the Buyer and the Seller and Party shall be construed accordingly; and
Seller:	means the person, firm or company described in the Order.
Services:	means any services agreed in a Contract to be purchased by the Buyer from the Seller.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions the headings will not affect the construction of these Conditions.



2. APPLICATION OF TERMS

- 2.1 These Conditions are the only conditions upon which the Buyer is prepared to deal with the Seller and they shall govern all Contracts entered into between the Parties to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgment or acceptance of order, specification or similar document will form part of a Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.
- 2.2 Each Order made by the Buyer shall be deemed to be an offer by the Buyer to purchase Goods and/or Services subject to these Conditions and no Order shall be accepted until the Seller either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
- 2.3 These Conditions apply to all Contracts entered into by the Parties and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a Financial Controller or Vice President of the Buyer.

3. QUALITY AND INSPECTION

- 3.1 The quality, quantity and description of the Goods and/or Services, shall subject as provided in these Conditions, be as specified in the Order and/or any applicable specification supplied by the Buyer to the Seller.
- 3.2 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of Goods and the performance of the Services.
- 3.3 The Buyer shall have the right to inspect and test the Goods at any time prior to the delivery of the Goods and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
- 3.4 If the results of such inspection or testing cause the Buyer to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by the Buyer to the Seller, the Buyer shall inform the Seller and be entitled to either reject the Goods or allow the Seller to immediately take such action as is necessary to ensure conformity and in addition the Buyer shall have the right to require and witness further testing and inspection.
- 3.5 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under a Contract.
- 3.6 From the date of delivery the Buyer shall have a period, reasonable in the circumstances, in which to determine whether the Goods conform to the particulars of the Order and thereafter to accept or reject the same accordingly.
- 3.7 If any Goods fail to comply with the provisions set out in Condition 3 the Buyer shall be entitled to avail itself of any one or more remedies listed in Condition 12.



4. WARRANTIES AND INDEMNITY

- 4.1 The Seller warrants to the Buyer that the Goods:
- 4.1.1 will be of satisfactory quality (within the meaning of the Sales of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer in writing at the time the Order is placed;
 - 4.1.2 will be free from any defects in design, material and workmanship;
 - 4.1.3 will correspond with any relevant specification or sample given by the Buyer to the Seller; and
 - 4.1.4 will comply with all statutory requirements and regulations relating to the sale of Goods.
- 4.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to high standard of quality as it is reasonable for the Buyer to expect in all the circumstances. The supplier shall, where appropriate, demonstrate performance according to Good Manufacturing Practice EC regulation 2023/2006 and all applicable amendments and revisions to said regulation
- 4.3 The Seller shall keep the Buyer indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
- 4.3.1 breach of any warranty given by the Seller in relation to the Goods or the Services;
 - 4.3.2 an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods;
 - 4.3.3 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods;
 - 4.3.4 any act or omission of the Seller's personnel in connection with the performance of Services; and
 - 4.1.3 any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost, or expense was caused by, relates to or arises from the use of the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of a Contract by the Seller.

5. DELIVERY

- 5.1 The Goods shall be delivered to and/or the Services shall be performed at the Buyer's place of business or to such other place of delivery as is agreed by the Buyer in writing prior to delivery of the Goods/ performance of the Services. The Seller shall off-load the Goods as directed by the Buyer. The Seller shall deliver the Goods properly and securely packed for delivery, clearly labelled and accompanied by a delivery note clearly describing the Goods and quoting the Order number.
- 5.2 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order.



- 5.3 The Seller shall invoice the Buyer upon, but separately from, despatch of the Goods and/or performance of the Services to the Buyer. All invoices shall quote the Order number to which they relate.
- 5.4 The Seller shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered via notification from the supplier. Where applicable a certificate of analysis showing test results related to the delivery must also be supplied. Delivery shall not be deemed to be effected until the Goods have been received at the destination specified in the Order and the signature of a duly authorised employee of the Buyer obtained as proof of their identity. Any signature of proof of the identity of the Goods shall not imply that the Buyer has inspected the Goods nor shall such matters be proof that the Goods conform to the requirements of the Order.
- 5.5 Time for delivery shall be of the essence.
- 5.6 Unless otherwise stipulated by the Buyer in the Order, deliveries shall only be accepted by the Buyer in normal business hours.
- 5.7 If the Goods are not delivered or Services not performed on the due date then, without prejudice to any other rights which it may have, the Buyer reserves the right to;
- (a) cancel a Contract in whole or in part;
 - (b) refuse to accept any subsequent delivery of the Goods or performance of the Services which the Seller attempts to make;
 - (c) recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the Goods/Services in substitution from another supplier; and
 - (d) claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to deliver the Goods/performance of the Services on the due date.
- 5.8 If the Seller requires the Buyer to return any packaging material to the Seller that fact must be clearly stated on any delivery note delivered to the Buyer and any such packaging material will only be returned to the Seller at the cost of the Seller.
- 5.9 Where the Buyer agrees in writing to accept delivery or performance by instalments a Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver or perform any one instalment shall entitle the Buyer at its option to treat the whole Contract as repudiated.
- 5.10 If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense.
- 5.11 The Goods shall be supplied safely and without risk to the health of the Buyer's employees or damage to the Buyer's property and without risk to the health and property of any third party. The Seller will at all times comply with all health and safety legislation and in particular (but without limiting the foregoing) the Seller will provide the Buyer's employees at the point of delivery with all relevant data and information necessary for the safe receipt, unpacking, storage and use of the Goods or in relation to the safe operation or performance of the services.



6. RISK/PROPERTY

The Goods shall remain at the risk of the Seller until delivery to the Buyer is complete (including off-loading and stacking) when ownership of the Goods shall pass to the Buyer.

7. PRICE

- 7.1 The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of value added tax or any other sales or service tax levied or due on the Goods and/or Services but inclusive of all other charges including charges for packaging, packing, shipping, carriage, insurance and delivery, duties, levies or other imposts.
- 7.2 No variation in the price nor extra charges will be accepted by the Buyer.
- 7.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

8. PAYMENT

- 8.1 The Buyer shall pay the price of the Goods and/or Services within 60 days after the end of the month in which the delivery of the Goods or performance of the Services is made but time for payment shall not be of the essence. Where the Parties have previously agreed a payment period of more than 60 days after the end of the month in which the delivery of the Goods or performance of the Services is made then the Parties agree to adhere to such existing terms and this Clause 8.1 shall not apply to these Conditions.
- 8.2 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Seller to the Buyer against any amount payable by the Buyer to the Seller under a Contract.

9. CONFIDENTIALITY

The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Buyer or its agents and any other confidential information concerning the Buyer's Business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors which need to know the same for the purpose of discharging the Seller's obligations to the Buyer under these terms and conditions and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

10. THE BUYER'S PROPERTY

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Buyer to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of the Buyer shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Buyer shall not be disposed of other than in accordance with the Buyer's written instructions, nor shall such items be used otherwise than as authorised by the Buyer in writing.



11 TERMINATION

- 11.1 The Buyer shall have the right at any time and for any reason to terminate a Contract in whole or in part by giving the Seller written notice whereupon all work on a Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 11.2 The Buyer shall have the right at any time by giving notice in writing to the Seller to terminate a Contract forthwith if:
- (a) The Seller commits a breach of any of the terms and conditions of such Contract;
 - (b) any distress, execution or other process is levied upon any of the assets of the Seller;
 - (c) the Seller has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller.
 - (d) the Seller ceases or threatens to cease to carry on its business; or
 - (e) the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfil its obligations under a Contract has been placed in jeopardy.
- 11.3 The termination of a Contract, however arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination. These Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

12 REMEDIES

- 12.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied or Services not performed in accordance with, or the Seller fails to comply with, any of the terms of these Conditions the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by the Buyer:
- (a) to rescind the Order;
 - (b) to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
 - (c) at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of a Contract are fulfilled;
 - (d) to refuse to accept any further deliveries of the Goods or performance of the Services but without any liability to the Seller;



- (e) to carry out at the Seller's expense any work necessary to make the Goods and/or Services comply with a Contract;
- (f) to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of a Contract; and
- (g) to invoice the Seller a standard administration fee of £100 for each occasion when the Buyer has to revert to the Seller to correct a failing of the Seller under the terms of these Conditions.

13. ASSIGNMENT

- 13.1 The Seller shall not be entitled to assign a Contract or any part of it without the prior written consent of the Buyer.
- 13.2 The Buyer may assign a Contract or any part of it to any person, firm or company.

14 DISPOSAL OF GROUP COMPANY

- 14.1 In the event that the Buyer makes a disposal of any Group Company (by way of a share sale or the sale of substantially all of a Group Company's business and assets (the "Disposed Company") the Seller agrees that it shall (at the sole discretion of the Buyer) either:
 - (a) reduce the aggregate number of Goods made available by the Seller to the Buyer by the number of Goods that the Buyer allocated to the Disposed Company under the terms of this Agreement; or
 - (b) reassign the number of Goods made available by the Seller to the Buyer for the Disposed Company to other Group Companies within the Buyer's Group.

15 ANTI BRIBERY

The Seller represents to the Buyer that at all times during the term of this Agreement, it shall and shall procure that its employees, contractors, agents (of which it shall assume responsibility) comply in full with the requirements of the UK Bribery Act 2010. It hereby acknowledges that, notwithstanding any other remedy the Buyer may have against the Seller for breach of this representation, any breach of this representation shall immediately entitle the Buyer to terminate this Agreement without any further obligation or liability to the Seller.

16 COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

- 16.1 In performing its obligations under this agreement, the Seller shall:
 - a) comply with all applicable national anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including, but not limited to, the Modern Slavery Act 2015;
 - b) agree and adopt Buyers code of Responsible Procurement as a minimum standard;
 - c) have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance.
 - d) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK:



- e) allow the Buyer the right to, and fully cooperate with, audits and request labour rights information at any time during the contract.
- f) inform the Buyer in the event of any related policies are updated.
- g) inform the Buyer of any results of social and/ or labour audits.
- h) include in its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as rigorous as those set out in this clause.

17 FORCE MAJEURE

The Buyer reserves the right to defer the date of delivery or payment or to cancel a Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

18 GENERAL

- 18.1 Each right or remedy of the Buyer under a Contract is without prejudice to any other right or remedy of the Buyer whether under a Contract or not.
- 18.2 If any provision of a Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness. Be deemed severable and the remaining provisions of such Contract and the remainder of such provision shall continue in full force and effect.
- 18.3 Failure or delay by the Buyer enforcing or partially enforcing any provision of a Contract will not be construed as a waiver of any of its rights under such Contract.
- 18.4 Any waiver by the Buyer of any breach of, or any default under, any provision of a Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of such Contract.
- 18.5 The formation, existence, construction, performance, validity and all aspects of a Contract shall be governed by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

SIGNED by
for and on behalf of

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