



SWANLINE PAPER & BOARD LIMITED

Company Number 11094136

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Interpretation

1.1 In these Conditions:

“Buyer”	means Swanline Paper & Board Limited, registered in England and Wales under registered number 11094136
“Conditions”	means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller
“Contract”	means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services
“Delivery Address”	means the address stated on the Order
“Goods”	means the goods (including any installment of the goods or any part of them) described in the Order
[“Incoterms”	means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made]
“Order”	means the Buyer's purchase order to which these Conditions are annexed
“Performance”	means performance by the Seller of its obligations under the Contract relating to the physical manufacture of Goods;
“Price”	means the price of the Goods and/or the charge for the Services
“Seller”	means the person so described in the Order

“Services”	means the services (if any) described in the Order
“Specification”	includes any plans, drawings, data or other information relating to the Goods or Services
“Writing”	includes telex, cable, facsimile and email transmission and comparable means of communication

1.2 In these Conditions, the masculine shall include the feminine and the neuter, and the singular the plural, and vice versa as the context shall admit or require.

1.3 The expression “person” shall mean any person, body corporate, unincorporated association and partnership.

1.4 The headings in these Conditions are for ease of reference only and shall not affect their construction.

1.5 Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of the Contract they shall not have effected a substantive change to that provision.

1.6 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

2. Basis of purchase

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions

2.2 These Conditions are the only conditions upon which the Buyer is prepared to enter into the Contract and shall apply to the Contract to the exclusion of any other terms and

conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller

2.3 The Order will lapse unless unconditionally accepted by the Seller in Writing within seven days of its date

2.4 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller

3. Specifications

3.1 The quantity, quality and description of the Goods and the Services shall subject as provided in these Conditions be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer

3.2 Any Specification supplied by the Buyer to the Seller or specifically produced by the Seller for the Buyer in connection with the Contract together with the copyright, design rights or any other intellectual property rights in the Specification shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller or as required for the purpose of the Contract

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services

3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing

3.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract and the Buyer so informs the Seller within seven days of inspection or testing the Seller shall take such steps as are necessary to ensure compliance

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition

4. Price of the Goods and Services

4.1 The Price of the Goods and the Services shall be as stated in the Order and unless otherwise so stated shall be:

- (a) exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
- (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller

5. Terms of payment

5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services as the case may be and each invoice shall quote the number of the Order

5.2 Unless otherwise stated in the order the Buyer shall pay the Price of the Goods and the Services within thirty days after the end of the month of receipt by the Buyer of a proper invoice or if later after acceptance of the Goods or Services in question by the Buyer

5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller

6. Delivery

- 6.1 The Goods shall be delivered to and the Services shall be performed at the Delivery Address on the date or within the period stated in the Order in either case during the Buyer's usual business hours
- 6.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Order the Seller shall give the Buyer reasonable notice of the specified date
- 6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract
- 6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently
- 6.5 If the Goods are to be delivered or the Services are to be performed by instalments the Contract will be treated as a single contract and not severable
- 6.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or if later within a reasonable time after any latent defect in the Goods has become apparent
- 6.7 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services
- 6.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods whether or not any Goods are accepted by the Buyer
- 6.9 [If the Goods are not delivered or the Services are not performed on the due date then without prejudice to any other remedy the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the Price) to claim from the Seller by way of liquidated damage

for delay [] per cent of the Price for every week's delay up to a maximum of [] per cent]

7. Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract

7.2 The property in the Goods shall pass to the Buyer upon delivery unless payment for the Goods is made prior to delivery when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract

8. Warranties and liability

8.1 The Seller warrants to the Buyer that the Goods:

- (a) will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;
- (b) will be free from defects in design, material and workmanship;
- (c) will correspond with any relevant Specification or sample; and
- (d) will comply with all statutory requirements and regulations relating to the sale of the Goods

8.2 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 such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances

8.3 Without prejudice to any other remedy if any Goods or Services are not supplied or performed in accordance with the Contract then the Buyer shall be entitled:

- (a) to require the Seller to repair the goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or

- (b) at the Buyer's sole option and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid

8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

- (a) a breach of any warranty given by the Seller in relation to the Goods or the Services;
- (b) any claim that the Goods infringe or their importation, use or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
- (c) any liability under the Consumer Protection Act 1987 in respect of the Goods;
- (d) any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
- (e) any act or omission of any of the Seller's personnel in connection with the performance of the Services

8.5 Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the Goods or the Services if the delay or failure was beyond that party's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond either party's reasonable control:

- (a) act of God, explosion, flood, tempest, fire or accident;

- (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (c) acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- (d) import or export regulations or embargoes;
- (e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Seller or the Buyer or of a third party);
- (f) difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- (g) power failure or breakdown in machinery

9. Termination

9.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to commencement by the Seller of Performance without incurring any liability to the Seller

9.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

- (a) the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or makes or experiences the making of any proposals or composition in respect of its debts or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- (b) an encumbrancer takes possession or a receiver or administrative receiver is appointed over any of the property or assets of the Seller; or
- (c) the Seller ceases or threatens to cease to carry on business; or
- (d) the Seller is unable to pay its debts as they fall due; or

- (e) the Buyer reasonably apprehends that any of the events mentioned above or any equivalent event is about to occur in relation to the Seller (whether in England and Wales or any other jurisdiction) and notifies the Seller accordingly

10. General

- 10.1 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract
- 10.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice
- 10.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver in respect of any breach of the Contract must be in writing to be effective
- 10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby
- 10.5 Save as expressly stated in these conditions a person who is not a party to the Contract has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce it but this does not affect any right or remedy of a third party which exists or is available from that Act
- 10.6 The Contract shall be governed by the laws of England and the parties irrevocably submit to the jurisdiction of the English Courts