

# CONDITIONS OF SALE OF PARANOVA PRINT AND PACKAGING LIMITED

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions unless the context otherwise requires the following words shall have the following meanings:  
**Acceptance** means the Buyer's written or verbal acceptance of a Price in the Quotation and Accepted shall be construed accordingly;  
**Bribery Act** means the Bribery Act 2010;  
**Buyer** means the buyer named in the Quotation;  
**Company** means Paranova Print and Packaging Limited (company registration number 02925612) whose registered office is at Holland Place, Wardentree Park, Spalding, Lincolnshire, PE11 3ZN;  
**Contract** means the contract for the purchase and sale of the Goods;  
**Conditions** means the conditions of sale set out in this document and any special conditions set out in the Quotation;  
**Force Majeure Event** means any cause preventing the Company from performing any or all of its obligations under the Contract which arises from or is attributable to acts, events, omissions or accidents beyond the Company's reasonable control including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of the Company or any other person) act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, drought, storm, default of the Company's suppliers or subcontractors or an inability to procure materials required for performance of the Contract;  
**Goods** means the goods the quantity and description of which are set out in the Quotation;  
**Price** means the price of the Goods set out in the Quotation and Accepted by the Buyer;  
**Specification** means any specification for the Goods;  
**Quotation** means the Company's written or verbal quotation for the Goods, which may take the form of a range of prices based on the Specification;  
**Relevant Requirements** means all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act; and  
**Relevant Terms** means terms equivalent to those imposed on the Buyer in condition 11 of these Conditions.
- 1.2 In these Conditions unless the context otherwise requires:  
1.2.1 headings shall not affect the interpretation of these Conditions;  
1.2.2 any reference to a statutory provision shall include references to that provision as from time to time modified or re-enacted (save to the extent that modifications or re-enactments made after the date of the Contract impose any new or extended liability or restriction on the Company or Buyer);  
1.2.3 any reference to a person includes any person, firm, company or other legal entity;  
1.2.4 the singular includes the plural and vice versa and any gender includes any other gender.

## 2 BASIS OF SALE

- 2.1 These Conditions shall govern the Contract and all other terms and conditions are excluded. No variation to these Conditions shall be binding unless expressly agreed in writing by the Company.
- 2.2 The Contract shall come into existence on the earlier of:  
2.2.1 receipt by the Company of the Buyer's Acceptance; or  
2.2.2 the Company commencing production of the Goods.
- 2.3 The Company's employees or agents are not authorised to make any representations or recommendations or give any advice concerning the Goods unless expressly confirmed by the Company in writing.
- 2.4 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

## 3 ORDERS AND SPECIFICATIONS

- 3.1 Unless otherwise agreed, the Buyer shall submit a Specification to the Company when requesting a Quotation. The Buyer shall be responsible for ensuring that the Quotation, Acceptance and Specification are complete and accurate. If the Specification is illegible or otherwise unclear, the Company reserves the right to charge the Buyer a reasonable amount in respect of clarifying the Specification.
- 3.2 The quality and description of the Goods and any specification for them shall be as set out in the Specification.
- 3.3 If any Specification or Goods ordered are or are likely to infringe the intellectual property rights of a third party or to be, in the opinion of the Company, illegal, libellous defamatory, or to result in the Company incurring any liability of whatever kind, the Company reserves the right, without liability to the Buyer, to refuse to manufacture such Goods or manufacture the Goods in accordance with such Specification.
- 3.4 The Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification (including in consequence of matters contemplated by condition 3.3).
- 3.5 The Company reserves the right to make any changes to the Specification which are required to comply with any applicable statutory or regulatory requirements or which do not materially affect their quality or performance.
- 3.6 No order in respect of which an Acceptance has been issued may be cancelled by the Buyer except with the written agreement of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company in the performance of the Contract or as a result of such cancellation.

## 4 PRICE

- 4.1 The Price shall be the price set out in the Quotation which is Accepted by the Buyer. All prices quoted are valid for 30 days only or until earlier withdrawal or variation by the Company, or acceptance by the Buyer, after which time they may be altered by the Company without giving prior notice to the Buyer.
- 4.2 The Company reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the Price to reflect:

- 4.2.1 any increase in the cost to the Company which is due to any factor beyond the control of the Company (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture);
- 4.2.2 any change in delivery date(s), delivery location or quantities for the Goods which is requested by the Buyer; or
- 4.2.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.
- 4.3 The price is exclusive of:  
4.3.1 any value added tax; and  
4.3.2 charges imposed by the Company in respect of the Buyer's specific delivery requirements, including but not limited to costs incurred due to the Buyer's request to use a courier to deliver the Goods, to deliver the Goods earlier than the agreed date for delivery or to increase the number of delivery instalments of the Goods; and charges imposed by the Company pursuant to conditions 3.1, 6.4, 6.5, 6.6, 7.3 and 8.5.3, which the Buyer shall be additionally liable to pay to the Company at the same time as the Price.

## 5 PAYMENT

- 5.1 The Company may invoice the Buyer for the Price of the Goods at any time after the Goods have been despatched by the Company. If the Buyer requires the Company to store the Goods (or any instalment of them) prior to delivery, the Company may invoice the Buyer for the Price of the Goods at any time after the Company has stored the Goods for 90 days.
- 5.2 Unless otherwise agreed, the Buyer shall pay the Price within 30 days of the end of the month in which the invoice is issued.
- 5.3 Unless otherwise agreed in writing by the Company, all payments shall be made in Sterling by cheque or direct transfer to the Company's nominated bank account.
- 5.4 The Buyer shall make all payments due under a Contract without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 5.5 The Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.
- 5.6 In the event of late payment, without limiting any other right or remedy available to the Company, the Company may:  
5.6.1 cancel the Contract; and/or  
5.6.2 suspend any further deliveries to the Buyer or the Buyer's nominated third party; and/or  
5.6.3 charge interest on the overdue amount at the rate of 3% per annum above Barclays Bank plc's base rate from time to time. 5.7 No payment shall be deemed received until the Company has received cleared funds.

## 6 MATERIALS AND PROPERTY

- 6.1 The Company may require the Buyer (at the Buyer's expense) to supply such materials in such quantities (which shall include sufficient quantities of materials to cover normal spoilage) and at such premises as it may reasonably specify in connection with the production and delivery of the Goods.
- 6.2 Any materials owned by either party and used in the production of the Goods (including but not limited to metal, film and other materials used in the production of plates, film-setting, negatives and positives) remain that party's property.
- 6.3 The Buyer's property and all property supplied to the Company by or on behalf of the Buyer shall at all times be at the Buyer's risk unless otherwise agreed in writing.
- 6.4 The Company may reject any paper, copy film, plates or other materials supplied or specified by the Buyer which are, in the reasonable opinion of the Company, unsuitable for their intended purpose. The Company shall be under no obligation to check the quality or suitability of any such materials. If such materials are found to be unsuitable for their intended purpose the Company:  
6.4.1 may charge the Buyer for any costs incurred by the Company as a result of such unsuitability; and  
6.4.2 shall not be liable for any defects or shortfalls in compliance with the Specification as a result of such unsuitability.
- 6.5 Metal plates owned by the Company will be destroyed immediately after production of the Goods unless otherwise agreed in writing by the parties. If the parties agree that any metal plates shall not be destroyed, the Company may make a reasonable charge in respect of the storage of such plates.
- 6.6 Film and other materials owned by the Company will be held for three months following production of the Goods unless obsolete by date or otherwise agreed in writing by the parties. If the parties agree that any film and/or other materials are to be held for longer than three months, the Company may make a reasonable charge in respect of the storage of such film and/or other materials.

## 7 PROOFS

- 7.1 The Company may, in its absolute discretion or if requested to do so by the Buyer, submit proofs and/or samples of the Goods to the Buyer for approval before commencing production of the Goods. Subject to condition 7.3, the Company shall make no charge in respect of such proofs and/or samples unless otherwise agreed. The Buyer assumes all responsibility for ensuring that any proofs and/or samples accurately reflect the intended design and function of the Goods. The Company shall not be liable to the Buyer if the Buyer fails to notify the Company of any inaccuracy in such proofs and/or samples prior to production of the Goods by the Company. The Company reserves the right to charge the Buyer a reasonable amount if the Buyer requires:  
7.3.1 any proofs and/or samples of the Goods in addition to those produced pursuant to condition 7.1; and/or  
7.3.2 any change to the Specification following inspection of such proofs and/or samples (provided that such change is not required due to the fault of the Company).

## 8 DELIVERY

- 8.1 Subject to condition 4.3.2, the Goods are supplied Delivered at Place (Incoterms 2010) to the roadside at the Buyer's premises or such other premises as the parties may agree in writing. The Buyer (or the Buyer's nominated third party) shall be responsible for unloading the Goods.
- 8.2 The Buyer may require the Company to store the Goods prior to delivery. If the Buyer requires the Company to store the Goods (or any instalment of them) for more than 90 days prior to delivery, the Company may charge a reasonable amount in respect of such storage.
- 8.3 Time for delivery of the Goods shall not be of the essence of the Contract. The Company shall not be liable for any loss or damage occurring through any failure or inability to meet such date. The Goods may be delivered by the Company in advance of any specified delivery date on giving reasonable notice to the Buyer.
- 8.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions, or any claim by the Buyer in

- respect of any one or more instalments, shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 8.5 If for any reason on the agreed date for delivery the Buyer fails to take delivery of any of the Goods due to the Buyer's fault:
- 8.5.1 risk in the Goods will immediately pass to the Buyer;
- 8.5.2 the Goods will be deemed to have been delivered;
- 8.5.3 the Company may store the Goods until actual delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance);
- 8.5.4 the Company may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 8.6 The Company's liability for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- 8.7 If the Company delivers up to and including 10% more or less than the quantity of Goods ordered, the Buyer shall not be entitled to reject the Goods, but a pro rata adjustment shall be made to the invoice in respect of such Goods.

#### **9 RISK AND TITLE**

- 9.1 The Goods are at the risk of the Buyer from the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time of deemed delivery. If the Company stores any Goods (or any instalment of them), those Goods shall be stored at the Buyer's risk.
- 9.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full all sums due to it in respect of:
- 9.2.1 the Goods; and
- 9.2.2 all other sums which are or which become due to the Company from the Buyer.
- 9.3 Until ownership of the Goods has passed to the Buyer (and provided that the Goods are in existence and have not been resold), the Buyer must:
- 9.3.1 keep the Goods separate from those of the Buyer and third parties;
- 9.3.2 keep the Goods properly stored, protected, insured and identified as those of the Company; and
- 9.3.3 hold any proceeds of the insurance referred to in condition
- 9.3.2 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account
- 9.3.4 but the Buyer may resell or use the Goods in the ordinary course of its business.
- 9.4 Until ownership of the Goods has passed to the Buyer (and provided that the Goods are in existence and have not been resold), the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so immediately, to enter on any premises of or under the control of the Buyer where the Goods are stored and repossess the Goods and the Buyer shall be deemed to have granted the Company permission to do so.

#### **10 WARRANTIES AND LIABILITY**

- 10.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.2 Subject to condition 10.3.2, if any Goods are defective and the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the defective part to the Company. The Company may, in its absolute discretion and following inspection by the Company of such Goods, repair or replace such Goods, issue a credit note equal to the value of such Goods or refund the Price of such Goods. Any Goods replaced will belong to the Company and any repaired or replacement Goods will be supplied subject to these terms and conditions.
- 10.3 Subject to condition 10.5, the Company shall not be liable to the Buyer:
- 10.3.1 for any loss or shortfall in the Goods, or damage caused to the Goods in transit, unless such loss or shortfall has been notified to the Company within three days of the date of delivery; or
- 10.3.2 in respect of any defective Goods unless the Buyer has notified the Company of such defect within ten days of the date of delivery; or
- 10.3.3 for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever which arise out of or in connection with the Contract.
- 10.4 Subject to condition 10.5, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the sum recoverable under the Company's then current insurances.
- 10.5 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for fraudulent misrepresentation.

#### **11 ANTI-BRIBERY COMPLIANCE**

- 11.1 The Buyer shall:
- 11.1.1 comply with the Relevant Requirements;
- 11.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;
- 11.1.3 have and maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with the Relevant Requirements and condition 11.1.2, and will enforce them where appropriate;
- 11.1.4 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with the performance of the Contract;
- 11.1.5 immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Buyer or acquires a direct or indirect interest in the Buyer, and the Buyer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the order for Goods;
- 11.1.6 certify to the Company in writing compliance with this condition 11 by the Buyer and all persons associated with it under condition 11.2. The Buyer shall provide such supporting evidence of compliance as the Company may reasonably request.
- 11.2 The Buyer shall ensure that any person associated with the Buyer who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on such person the Relevant Terms. The Buyer shall be responsible for the observance and performance by such person of the Relevant Terms and shall be directly liable to the Company for any breach by such person of any of the Relevant Terms.
- 11.3 For the purpose of this condition 11:
- 11.3.1 the meaning of "adequate procedures" shall be determined in accordance with section 7(2) of the Bribery Act and any guidance issued under section 9 of that Act;
- 11.3.2 the meaning of "foreign public official" shall be determined in accordance with sections 6(5) and 6(6) of the Bribery Act; and

- 11.3.3 whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act; and
- 11.3.4 a person associated with the Buyer includes but is not limited to any agent, delegate or subcontractor of the Buyer.

#### **12 TERMINATION**

- 12.1 Subject to condition 12.2 and without prejudice to any of its rights or remedies, the Company may terminate the Contract with immediate effect by giving not less than 14 days' notice to the Buyer.
- 12.2 If the parties agree that the Goods shall be delivered in instalments over a period of 13 weeks or more, neither party may terminate the Contract in respect of such Goods without giving the other at least:
- 12.2.1 13 weeks' written notice if the Goods are to be delivered in monthly instalments or more frequently; and
- 12.2.2 26 weeks' written notice if the Goods are to be delivered less frequently than one instalment per month.
- 12.3 Without prejudice to any of its rights or remedies, the Company may terminate the Contract with immediate effect by giving notice to the Buyer if:
- 12.3.1 the Buyer commits a breach of any term of the Contract (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so; or
- 12.3.2 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due; or
- 12.3.3 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- 12.3.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer; or
- 12.3.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Buyer; or
- 12.3.6 the Buyer is the subject of a bankruptcy petition or order; or
- 12.3.7 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

#### **13 FORCE MAJEURE**

- 13.1 The Company shall not be liable for any failure to perform or delay in performance of its obligations under the Contract due to any Force Majeure Event. If any Force Majeure Event delays or prevents the Company's performance of its obligations for a continuous period of 3 months then either party may, at its discretion and subject to condition 13.2, terminate the Contract by written notice at the end of such period.
- 13.2 If the Buyer cancels the Contract pursuant to condition 13.1, the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company in the performance of the Contract until the date of such cancellation.

#### **14 ASSIGNMENT**

- 14.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 14.2 The Company may assign the Contract or any part of it to any person.

#### **15 GENERAL**

- 15.1 If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract which shall remain in full force and effect.
- 15.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend any person other than a party to the Contract to be able to enforce any term of the Contract (save where may be expressly stated otherwise in the Contract).
- 15.3 All notices under the Contract shall be:
- 15.3.1 in writing and addressed to the recipient at the address set out in the Quotation;
- 15.3.2 deemed to have been duly given when delivered, if delivered by messenger during normal business hours of the recipient; or on the second business day following mailing, if sent by first class pre paid recorded delivery post; or at the time of transmission if sent by fax (provided that a copy of the fax is put in the post to the recipient by first class recorded delivery post within 24 hours of the transmission).
- 15.4 English law governs the Contract and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.