



# Mondi Deeside & Mondi Nelson

## Standard Conditions of Sale

### I GENERAL

1. These conditions of sale comprise the basis on which the Seller offers the Goods for Sale and in any resulting Contract will take precedence over the Buyer's conditions of purchase. No qualification, variation of, addition to or deletion from these conditions of sales shall be effective unless expressly agreed in writing and signed by a duly authorised representative of the Seller. Any relaxation or concession that may be granted by the Seller shall not invalidate, impair or compromise neither these conditions of sale nor any of them and shall in no way affect or prejudice the Seller's strict rights hereunder.
2. In these conditions of sale:  
'The Seller' shall be Mondi Consumer Goods Packaging UK Ltd. 'The Buyer' shall be the person, firm or Company by whom the Contract is made.  
'The Goods' shall be all or any part of the material supplied by the Seller to the Buyer under the contract.  
The term "Contract" shall relate to both long-term contractual agreement and to individual orders.
3. Any Contract shall be personal between the Buyer and Seller and (safe as set out below) may not be assigned by either party without the other party's written consent. Consequently, no other person or persons than the Seller and Buyer (or any third party contemplated by the last sentence of this clause) shall have any rights or obligations, or be entitled or liable to sue or be sued under the Contract. The Seller reserves the right to set off against any amount due from it to the Buyer any debt due from the Buyer to the Seller or any associated or subsidiary of the company of the Seller. The Seller further reserves the right to assign, sell, or otherwise transfer at his sole discretion any and all receivables, claim, related rights and security under or relating to any Contract to a third party.

### II PRICE

1. Goods or any part thereof will be invoiced at the price prevailing on the day the same is despatched or collected or available for despatch irrespective of the date of order. Prices will be subject where applicable to VAT Excise Duty and any other Government Tax or Duty.
2. The Seller reserves the right to vary the prices at any time without notice. In the event any government or other competent authority will impose, alter or repeal any tax or other levies in connection with the sale or delivery (including but not limited to any tax or other levies on raw materials). The Seller may adjust the price accordingly, or rescind the sale on written notice to the Buyer.

### III MEASUREMENT AND DELIVERIES

1. The Seller may deliver against the Buyers order a reasonable excess or deficiency of the weigh or volume of the Goods ordered. The Buyer shall pay for the amount actually delivered. The Seller's measurements of quantity shall be accepted by the Buyer.
2. Delivery terms and conditions are according to individual agreements between the Seller and the Buyer. Delivery terms and conditions will be interpreted on the basis of Incoterms latest edition, except in the case of conflict with these conditions of sale or unless otherwise agreed.
3. Within the bounds of reasonableness, the Seller is allowed to make partial deliveries.



4. Good manufactured to specification or design of the Buyer shall be deemed to be available for delivery upon completion of manufacture or if required by the Contract no later than when test reports have been delivered to the Buyer. The Seller reserves the right to charge storage and other additional costs incurred by the Seller from the deemed delivery date if delivery is delayed by the Buyer for whatsoever reason.
5. The Buyer undertakes to provide adequate and proper facilities for the reception and storage of the Goods and warrants that those facilities comply with all relevant statutes or regulations including Health & Safety Regulations and that all necessary permits and licences have been obtained. The Buyer further undertakes that all returnable pallets and containers will be returned to the Seller clean and in good condition as specified on the Seller's acknowledgement of order form.

## IV FORCE MAJEURE

The Seller shall not be liable for any delay in delivery resulting (directly or indirectly) from any of the following causes: fires, floods, accidents, explosions, nuclear incidents, earthquakes, storms, epidemics, breakdown of equipment or machinery, sabotage, strikes or other labour disturbances (regardless of the reasonableness of the demands of labour), civil commotion's, riots, invasions, war (present or future, declared or undeclared), acts or omissions of any governmental authority (de jure or de facto), port congestion, acts of God, inability to obtain supplies, labour or facilities, or any other cause (whether similar or dissimilar to the foregoing) beyond the Seller's reasonable control. The foregoing shall apply even if the cause exists at the time of the Buyer's order or occurs after the Seller's performance has been delayed for other reasons. If the Seller's supply of the Goods should be limited as a result of any such cause, the Seller shall have the right to satisfy its own needs and thereafter to distribute any available Goods among its customers in such manner as the Seller may determine. If the delay resulting from any such cause shall continue for more than 30 days, either party shall be entitled, on written notice to the other party, to terminate the Contract with respect to Goods undelivered at the time of termination.

## V PAYMENT

1. The Seller may require the Buyer to pay cash on or before despatch of the Goods or to provide security satisfactory to the Seller. Otherwise payment is to be made by the Buyer on delivery, or within the agreed payment terms, without right of set off or counter claim.
2. Interest will be charged on overdue accounts at one and a half times the base lending rate for the time in force of Lloyds Bank PLC, such interest being calculated from the due date of payment until the date when the payment is actually received by the Seller.

## VI PASSING OF PROPERTY

1. Notwithstanding delivery, the property in the Goods shall not pass to the Buyer until the Buyer has paid for them in full as well as other sums due to the Seller. In the period from the date of delivery of the Goods up to the date of payment the Buyer holds the Goods as bailee. For such period the Buyer shall keep the Goods insured against all risks to their full replacement value.
2. The Buyer shall have licence to sell or use the Goods which may be terminated on notice or automatically in the event of payment of any invoice becoming due or the Buyer becoming insolvent or going into liquidation or having a Winding Up Order made against it or having an administrator or administrative receiver appointed over its assets, income or any part thereof or entering into an arrangement with its creditors when all sums owed to the Seller shall become immediately due and payable and the Seller should be entitled to recover and resell the Goods, the property in which has not passed to the Buyer, and may enter the Buyer's premises for that purpose. In the event that the goods are mixed with other goods to form a new product or other articles then the Buyer agrees with the Seller that upon manufacture or production of such new products or article the property therein shall be vested in the Seller and that in respect of each new product or article provisions of this clause shall apply mutatis mutandis.



## VII WARRANTY

1. The Seller warrants that the Goods shall comply with the Seller's sales specifications for the Goods in question as applicable from time to time unless otherwise agreed. Goods sold as substandard are warranted to comply in general terms with the Seller's description or sample.
2. The Seller accepts no responsibility for the performance of the Goods during processing or manufacturing. The Buyer should be in possession of all written technical safety and other information relating to the Goods as supplied by the Seller and verify that all markings and descriptions and descriptions on containers or packages are in accordance with the markings and descriptions specified by the Seller in the Contract and be satisfied of the Goods suitability for processing and usage.
3. Unless otherwise specified the Seller does not warrant the fitness of the Goods for any particular purpose even though a purpose is known and no such warranty is to be implied from the name or description under which the Goods are sold nor from any advice or recommendations given by the Seller, its employees or agents. All other warranties or conditions as to quality or description, statutory or otherwise, are excluded except insofar as such exclusion is prevented by law.
4. Any complaints of the Buyer including but not limited to complaints with respect to the quality of the Goods shall be reported to the Seller in writing immediately but within 30 days after delivery at the latest.
5. Save in respect of liability which may not be limited under applicable law, the seller's liability in respect of defective Goods shall in any event be limited to reimbursement of the purchase price thereof or, at the Seller's option, replacement of the same. In no event shall the Seller be liable for any special, consequential, incidental, or indirect damages, such as loss of profit, cost of substitute materials, or claims of the Buyer's customers.

## VIII APPLICABLE LAW AND JURISDICTION

1. The Contract shall be construed and governed in all respects by English Law including the applicability of the United Nations Convention on Contracts for the International Sales of Goods (1980)
2. In the event that one or more stipulations of these conditions of sale is or shall be non-binding, the remaining stipulations of these conditions of sale shall continue to be effective.
3. Any disputes in connection with the Contract shall be exclusively submitted to the competent court having jurisdiction over the Seller's principal place of business.