

bpi and minster films ('the Seller')

CONDITIONS OF SALE FOR GOODS AND SERVICES

1. APPLICATION

- 1.1. These Conditions alone shall govern and be incorporated in every contract for the sale of goods made by or on behalf of the Seller with any Customer ('the Buyer'). They shall apply in place of and prevail over any terms or conditions, (whether or not in conflict or inconsistent with these conditions), contained or referred to in any documentation submitted by the Buyer or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically (c) authorised representative of the Seller and any purported provisions to the contrary are hereby excluded or extinguished.
- 1.2. Acceptance by the Buyer of delivery of the goods shall (without prejudice to Condition 2 or any other manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Conditions.
- 1.3. If, subsequent to any contract of sale which is subject to these Conditions, a contract of sale is made with the same buyer without reference to any conditions of sale or purchase, such contract howsoever made shall be deemed to be subject to these Conditions.

2. QUOTATIONS AND ACCEPTANCE

- 2.1. A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or revise the same at any time prior to the Seller's acceptance of the Buyer's order. Any quotation by the Seller shall in any event lapse unless the Seller accepts an order from the Buyer within 30 days of the date of quotation.
- 2.2. The Seller's acceptance of the Buyer's order (including telephone orders) shall be effective only where such acceptance is made on the Seller's printed Order Acknowledgement form.

3. PRICES

- 3.1. The prices payable for the goods shall be those contained in the Seller's list prices current at the time of despatch. The Seller shall have the right at any time to withdraw any discount from its normal prices and/or to revise prices to take into account inflation and/or increases in costs including (without limitation) costs of any goods, materials, carriage, labour or overheads the increase or imposition of any tax, duty or other levy and any variation in exchange rates.
- 3.2. Unless otherwise specified all prices include packaging, delivery and transport charges where the goods are to be delivered within the United Kingdom. If the Buyer instructs the Seller to deliver by any means other than its usual mode of transport the cost of delivery shall be charged to the Buyer. The cost of delivering goods to locations outside the British Isles shall be added to the price.
- 3.3. Unless otherwise specified VAT and any other tax or duties payable by the Buyer shall be added to the price.
- 3.4. Unless otherwise stated origination expenses (including the cost of acquiring or adapting machinery to the Buyer's manufacturing requirements) shall be added to the price and may be charged separately prior to delivery of goods.

4. TERMS OF PAYMENT SUBJECT (WHERE APPROPRIATE) TO CONDITION

- 4.1. Payment of Invoices shall unless otherwise agreed in writing be made in full without any deduction or set-off within 20 days of the statement date on which the Invoice is charged by the Seller to the Buyer. Time of payment shall be of the essence of all contracts between the Buyer and the Seller. The Seller reserves the right to suspend the provision of goods to the Buyer where any amounts are overdue under any contract with the Buyer until all such amounts have been paid.
- 4.2. Any extension of credit allowed to the Buyer may be changed or withdrawn at any time.
- 4.3. Interest shall be payable on overdue accounts at the rate of 4% over National Westminster Bank PLC base rate from time to time to run from the due date for payment until receipt by the Seller of the full amount whether before or after judgement.
- 4.4. If in the opinion of the Seller the credit-worthiness of the Buyer shall have deteriorated prior to delivery the Seller may require full or partial payment of the price prior to delivery or the provision of security for payment by the Buyer in a form acceptable to the Seller.

- 4.5. All payments made by the Buyer to the Seller shall be apportioned, first to goods which have been resold by the Buyer and then to goods which remain in the possession or under the control of the Buyer notwithstanding any purported contrary apportionment by the Buyer.
5. DELIVERY
- 5.1. Delivery and despatch dates mentioned in any quotation, order acceptance form or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. Time for delivery shall not be of the essence of any contract to which these Conditions apply and shall not be made so by the service of any notice.
- 5.2. Delivery shall be at the Buyer's premises unless otherwise stipulated or agreed by the Seller. The Buyer shall be solely responsible for unloading of goods at the point of delivery. Unless agreed in writing the Buyer shall unload and inspect the goods immediately on their arrival at its premises. The Buyer shall indemnify the Seller against any and all liabilities claims or costs arising as a result of the Seller or its subcontractor assisting the Buyer in the unloading, loading or other removal of the goods from the point of delivery.
- 5.3. If the Buyer refuses or fails to take delivery of goods tendered in accordance with the contract or fails to take any action necessary on its part for delivery and/or shipment of the goods the Seller shall be entitled to terminate the contract with immediate effect, to dispose of the goods as the Seller may determine, and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure (including without limitation storage costs from the due date of delivery).
- 5.4. Unless otherwise expressly agreed the Seller may effect delivery in one or more instalment each instalment shall be treated as a separate contract.
- 5.5. Section 32(2) of the Sale of Goods Act 1979 shall not apply. The Seller shall not be required to give the Buyer the notice specified in Section 32(3) of that Act.
6. RISK & INSURANCE
- 6.1. Subject (where appropriate) to Condition 7 risk shall pass on delivery. Goods returned by the Buyer to the Seller shall at all times be at the Buyer's risk until delivery to the Seller's premises.
- 6.2. Any property of the Buyer in or under the Seller's possession or control and all property supplied to the Seller on behalf of the Buyer shall be held by the Seller at the Buyer's risk.
- 6.3. From the time of delivery until property in the goods passes to the Buyer in accordance with Condition 8 the Buyer shall insure the goods for their full value with a reputable Insurance office. Upon request the Buyer shall use reasonable endeavours to get the Seller's interest in the goods noted on the insurance policy. Until property in the goods passes to the Buyer the proceeds of any claims on such insurance policy shall be held on trust for the Seller and the Buyer shall forthwith account to the Seller with such proceeds.
7. EXPORT SALES
- 7.1. In any case where goods are sold CIF or FOB on the basis of other international trade terms the meaning given to of such terms in Incoterms (as revised from time to time) shall apply except where inconsistent with any of the provisions contained in these Conditions.
- 7.2. The Seller reserves the right to require that the price of the goods shall be secured by an irrevocable letter of credit satisfactory to the Seller established by the Buyer in favour of the Seller immediately upon receipt of the Seller's order acceptance form and confirmed by a United Kingdom bank acceptable to the Seller. The letter of credit shall be for the price payable for the goods inclusive of any tax or duty payable to the Seller and shall be valid for at least 6 months or such long period as shall have been estimated by the Seller for delivery. The Seller shall be entitled to payment on presentation to such United Kingdom Bank of the documents specified by the Seller.
- 7.3. Unless otherwise agreed payment of invoices in respect of international supply contracts shall be made by the 10th day of the month following the month of invoice. Respect thereof must include the statement
8. TITLE
- 8.1. NOTWITHSTANDING DELIVERY AND PASSING RISK, THE GOODS SHALL REMAIN THE PROPERTY OF THE SELLER UNTIL SUCH TIME AS THE BUYER SHALL HAVE PAID TO THE SELLER THE AGREED PRICE (TOGETHER WITH ANY ACCRUED INTEREST) AND ALL OTHER AMOUNTS OWED BY THE BUYER TO THE SELLER.
- 8.2. Until property in the goods has passed the Buyer shall be in possession of the goods in a fiduciary capacity and shall:

- 8.2.1. not part with possession of the goods otherwise than in accordance with Condition 8.5;
- 8.2.2. take proper care of the goods and take all reasonable steps to prevent any damage to or deterioration of them;
- 8.2.3. keep the goods free from any charge, lien or other encumbrance and store the goods in such a way to show clearly that they belong to the Seller;
- 8.2.4. notify the Seller forthwith upon the happening or any of the events set out in Condition 8.3 (b); and
- 8.2.5. give the Seller such information relating to the goods as the Seller may from time to time require.
- 8.3. The Seller reserves the right to repossess and resell any goods to which it has retained title and the Seller's consent to the Buyer's possession of the goods and any right the Buyer may have to possession of the goods shall in any event cease.
 - 8.3.1. if any sum owned by the Buyer to the Seller (whether in respect of the goods or otherwise) is not paid to the Seller by the date when due; or
 - 8.3.2. if the Buyer (being an individual) enters into a voluntary arrangement or compounds with his creditors or if a petition is presented for the making of a bankruptcy order against him or if (being a company) an order is made or a resolution is passed for the winding-up of the Buyer (otherwise than for the purposes of amalgamation or reconstruction previously approved in writing by the Seller) or if a meeting is called to approve the appointment of a liquidator of the Buyer or if a petition is presented to the Court for the appointment of a liquidator to the Buyer or if a receiver, manager, administrative receiver or an administrator is appointed or a petition is presented to the Court for the appointment of an administrator to the buyer or over any part of the Buyer's undertaking or if circumstances arise which might entitle the Court or a creditor to appoint a receiver, manager, administrative receiver or administrator or which might entitle the Court to make winding-up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt; or
 - 8.3.3. if the Buyer commits a breach of any contract with the Seller.
- 8.4. The Buyer hereby grants an irrevocable right and licence to the Seller and its servants and agents to enter upon all or any of the Buyer's premises with or without vehicles during normal business hours for the purpose of inspecting and/or repossessing goods to which it has retained title. This right and licence shall continue to subsist notwithstanding the termination for any reason of any contract which is subject to these Conditions and is without prejudice to any accrued rights of the Seller under such contracts or otherwise.
- 8.5. Whilst the Buyer is in possession of the goods with the Seller's consent (but not otherwise) the Buyer may in the ordinary course of its business sell the goods provided that:
 - 8.5.1. as between the Buyer and its sub-buyer or customer the Buyer shall sell the goods as principal and the Buyer shall not and shall not be empowered to commit the Seller to any contractual relationship with or liability to the sub-buyer or customer or any other person.
 - 8.5.2. as between the Seller and the Buyer, the Buyer shall sell the goods in a fiduciary capacity as agent for the Seller, and
 - 8.5.3. notwithstanding any agreed period of credit for payment of the price of the goods the Buyer shall pay the Order" means a purchase Order in respect of Goods issued by the Company to the" consequence of its fiduciary relationship with the Seller it is under a common law duty to hold the proceeds of any such sales or hiring on trust for the seller and not to mingle such proceeds with any other monies or pay them into an overdrawn bank account, such common law duty being unaffected by and wholly independent of the terms of these Conditions.
- 8.6. The Buyer agrees immediately upon being so requested by the Seller to assign to the Seller all rights and claims which the Buyer may have against its sub-buyers or customers arising from such sales until payment is made in full as stated above.
- 8.7. Notwithstanding the provisions of this Condition 8 the seller shall be entitled to bring an action against the Buyer for the price of the goods in the event of non-payment by the Buyer by the due date even though property in the goods has not passed to the Buyer and/or shall have the right by notice to the Buyer at any time after delivery to pass property in the goods to the Buyer as from the date of such notice.
9. VARIATIONS IN QUANTITY & QUALITY

- 9.1. The seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery if the quantity delivered exceeds or is less than the quantity specified in the contract provided that it falls within the limits set out below:

Quantity Ordered	Permitted Variation	Permitted Var
	(Plain Film)	(Printed Film)
Over 1 tonne	10%	20%
500 to 999 kg	15%	30%
350 to 499 kg	25%	35%
Less than 350 kg	35%	35%

- 9.2. In the event of the quantity of goods delivered differing from the quantity specified in the contract then the Buyer shall pay only for the quantity delivered and the Seller shall have the sole right of determining where the quantity delivered falls within the limits set out in Condition 9.1.
- 9.3. While the Seller will use reasonable endeavours to supply the goods to the specification ordered, the normal trade tolerances shall apply
10. **THIRD PARTY RIGHTS**
- 10.1. THE BUYER SHALL INDEMNIFY THE SELLER against any and all liabilities claims and costs incurred by or made against the Seller as a direct or indirect result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party (and including without limitation the printing of any illegal or libellous matter on the goods).
- 10.2. IN RESPECT OF INTERNATIONAL SUPPLY CONTRACTS ONLY, THE SELLER SHALL HAVE NO LIABILITY TO THE BUYER IN THE EVENT OF GOODS INFRINGING OR BEING ALLEGED TO INFRINGE THE RIGHTS OF ANY THIRD PARTY. In the event that the goods are or may be the subject of third party rights the Seller shall be obliged to transfer to the Buyer only such title as the Seller may have. IN RESPECT OF ALL OTHER SALES; If at any time any allegation of letters patent, copyright or design rights is made in respect of the goods or if in the Seller's reasonable opinion such an allegation is likely to be made the Seller may at its option and at its own expense:
- 10.2.1. modify or replace the goods without detracting from overall performance thereof, so as to avoid the infringement; or
- 10.2.2. procure for the Buyer the right to continue to use the goods, or
- 10.2.3. repurchase the goods at the price paid by the Buyer less depreciation at such rate as is applied by the Seller to its own equipment.
- 10.3. The Buyer shall notify the Seller forthwith of any claim made or action brought or threatened alleging infringement of the rights of any third party. The Seller shall have control over and shall conduct any such proceedings in such manner as it shall determine. The Buyer shall provide all such reasonable assistance as the Seller may request. The cost of any such proceedings shall be borne by the Seller.
- 10.4. Where the Seller or its employees or agents design the goods pursuant to a commission from the Buyer (whether in consideration of an order or otherwise) then the Buyer assigns the design right in that design (and the right to apply for registration of the design, if applicable) to the Seller.
11. **SELLER'S WARRANTY**
- 11.1. The Seller warrants neither the quality nor the fitness for any purpose of any scrap film sold to the Buyer, and Condition 12.5 shall apply to such sales as if Condition 12.1 were deleted. In respect of sales of regenerated materials, the Seller warrants only that the materials sold shall comply with the Seller's specification.
- 11.2. Subject to Condition 11.1 the Seller will at its option replace, repair or rectify defective goods or take defective goods back and refund or credit the Buyer with their cost provided that:
- 11.2.1. such defects appear within 3 months (or, in respect of ultra violet degradation of silage film only, within 12 months) of despatch of the goods by the Seller and the Buyer notifies the Seller in writing within fourteen days of discovering the defect providing full details thereof; and
- 11.2.2. the Seller shall be entitled and shall be accorded facilities to inspect and test the goods as it thinks fit: and

- 11.2.3. the Seller is satisfied that the goods are defective as a result of a defect in materials or workmanship or otherwise do not correspond with the contract specification; and
 - 11.2.4. the Seller is satisfied that no one other than the seller has dealt with or tampered with the goods so as to contribute to their defective state and that the goods have been properly used, handled, maintained, stored and serviced in each case in accordance with the seller's written instructions and good practice (where appropriate) and have not been used whilst allegedly defective or otherwise than in accordance with their intended use; and
 - 11.2.5. goods may only be returned with the Seller's written consent.
- 11.3. For the avoidance of doubt the warranty provided by the Seller in respect of silage film pursuant to this Condition shall extend only to the first retail buyer of goods and shall not be assignable. The warranty provided shall not cover damage arising from the overstretching of silage or other film or from the use of insecticides.
- 11.4. WHERE THE SELLER PERFORMS IN FULL ITS OBLIGATIONS UNDER THIS CONDITION 11 SUCH PERFORMANCE SHALL BE IN FULL SETTLEMENT OF ALL AND ANY CLAIMS WHICH THE BUYER MAY HAVE AGAINST THE SELLER IN RESPECT OF THE DEFECTIVE GOODS (SAVE WHERE DEATH OR PERSONAL INJURY HAS BEEN CAUSED BY THE SELLER'S NEGLIGENCE) NOR SHALL THE BUYER BE ENTITLED TO TREAT THE DEFECTIVE NATURE OF SUCH GOODS AS GROUNDS FOR REPUDIATION OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

12. LIABILITY

- 12.1. THE SELLER SHALL NOT BE LIABLE TO THE BUYER:
- 12.1.1. FOR NON-DELIVERY UNLESS A WRITTEN CLAIM IS RECEIVED BY THE SELLER AND ITS CARRIER WITHIN 5 DAYS FROM THE DATE OF THE SELLER'S INVOICE;
 - 12.1.2. FOR SHORTAGES IN QUANTITY DELIVERED IN EXCESS OF THOSE PERMITTED BY CONDITION 9 UNLESS THE BUYER NOTIFIES THE SELLER OF ANY CLAIM FOR SHORT DELIVERY WITHIN 5 DAYS OF RECEIPT OF THE GOODS;
 - 12.1.3. FOR DAMAGE TO OR LOSS OF THE GOODS OR ANY PART OF THEM IN TRANSIT (WHERE THE GOODS ARE CARRIED BY THE SELLER'S OWN TRANSPORT OR BY A CARRIER ON BEHALF OF THE SELLER) UNLESS THE BUYER SHALL NOTIFY THE SELLER OF ANY SUCH CLAIM WITHIN 5 DAYS OF RECEIPT OF THE GOODS OR THE SCHEDULED DATE OF DELIVERY WHICHEVER SHALL BE THE EARLIER;
 - 12.1.4. FOR DEFECTS IN THE GOODS CAUSED BY FAIR WEAR AND TEAR, ABNORMAL OR UNSUITABLE CONDITIONS OF STORAGE OR USE OF ANY ACT, NEGLIGENCE OR DEFAULT OF FOR USE IN FOOD CONTACT PACKAGING.
 - 12.1.5. FOR DEFECTS IN THE GOODS CAUSED BY THE CONTACT OF INKS USED IN ANY PRINTING PROCESS WITH ANY ITEMS SUPPLIED BY THE BUYER OR ITS AGENTS;
 - 12.1.6. FOR OTHER DEFECTS IN THE GOODS UNLESS COVERED BY THE SELLER'S WARRANTY IN CONDITION 11.
- 12.2. WHERE LIABILITY IS ACCEPTED BY THE SELLER UNDER CONDITION 12.1 THE SELLER'S ONLY OBLIGATION SHALL BE AT ITS OPTION TO MAKE GOOD ANY SHORTAGE OR NON-DELIVERY AND/OR AS APPROPRIATE TO REPLACE OR REPAIR ANY GOODS FOUND TO BE DAMAGED OR DEFECTIVE AND/OR TO REFUND THE COST OF SUCH GOODS TO THE BUYER.
- 12.3. THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR LIABILITY OF ANY KIND SUFFERED BY ANY THIRD PARTY DIRECTLY OR INDIRECTLY CAUSED BY REPAIRS OR REMEDIAL WORK CARRIED OUT WITHOUT THE SELLER'S PRIOR WRITTEN APPROVAL AND THE BUYER SHALL INDEMNIFY THE SELLER AGAINST ANY AND ALL CLAIMS AND COSTS ARISING OUT OF SUCH CLAIMS TO THE EXTENT THAT SUCH REPAIRS OR REMEDIAL WORK HAVE BEEN PERFORMED BY THE BUYER OR ITS AGENTS.
- 12.4. THE SELLER'S AGGREGATE LIABILITY TO THE BUYER WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE SHALL IN NO CIRCUMSTANCES EXCEED THE COST OF THE DEFECTIVE, DAMAGED OR UNDELIVERED GOODS WHICH GIVE RISE TO SUCH LIABILITY

AS DETERMINED BY NET PRICE INVOICED TO THE BUYER IN RESPECT OF ANY OCCURRENCE OR SERIES OF OCCURENCES.

12.5. SUBJECT TO CONDITIONS 11 AND 12:

12.5.1. ALL CONDITIONS WARRANTIES AND REPRESENTATIONS EXPRESSED OR IMPLIED BY STATUTE COMMON LAW OR OTHERWISE IN RELATION TO THE GOODS ARE HEREBY EXCLUDED.

12.5.2. THE SELLER SHALL BE UNDER NO LIABILITY TO THE BUYER FOR ANY LOSS, DAMAGE OR INJURY, DIRECT OR INDIRECT, RESULTING FROM DEFECTS IN DESIGN, MATERIALS OR WORKMANSHIP OR OTHERWISE HOWSOEVER ARISING (AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER ITS EMPLOYEES OR AGENTS) OTHER THAN LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE SELLER'S NEGLIGENCE:

12.5.3. THE SELLER SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR EXPENSES SUFFERED BY THE BUYER, HOWSOEVER CAUSED, AND INCLUDING WITHOUT LIMITATION LOSS OF ANTICIPATED PROFITS, GOODWILL, REPUTATION, BUSINESS RECEIPTS OR CONTRACTS, OR LOSSES OR EXPENSES RESULTING FROM THIRD PARTY CLAIMS.

12.6. The Seller's prices are determined on the basis of the limits of liability set out in this Condition. The Buyer may by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained for such higher limit. The Seller shall use reasonable endeavours to effect insurance up to such limit and the Buyer shall pay upon demand the amount of any and all premiums. The Buyer shall disclose such information as the insurers shall require. In no case shall the Buyer be entitled to recover from the Seller more than the amount received from the insurers.

12.7. In respect of consumer transactions only (as defined by The Consumer Transactions and safety regulations and rules from time to time in force on those premises and will be deemed statutory rights of the consumer.

12.8. Bar Codes

12.8.1. In the case of machine-readable codes or symbols, Seller shall print the name as with generally accepted standards and procedures for flexographic printing on flexible substrates.

12.8.2. The Buyer shall be responsible for satisfying himself that the code or symbol reads correctly on the equipment likely to be used by those for whom the code or symbol is intended.

12.8.3. The Buyer shall indemnify Seller against any claim by any party resulting from the code or symbol not reading or not reading correctly for any reason except to the extent that such claim arises from any failure of Seller to comply with (a) above which is not attributable to error falling within tolerances generally accepted in the trade in relation to such printing.

13. SPECIFICATIONS AND CONFIDENTIALITY

13.1. Unless expressly agreed in writing by the Seller all drawings, specifications and particulars of weights and dimensions submitted by the Seller are approximate only and the Seller shall have no liability in respect of any deviation from them. The Seller accepts no for any errors omissions or other defects in any drawings, designs or specifications not prepared by the Seller and the Seller shall be indemnified by the Buyer against any and all liabilities and expenses incurred by the Seller arising from them. The Seller shall not be liable for any defective goods (including without limitation any defective printed matter or bar codes) following inspection and approval of proofs by the Buyer and any corrections to such goods shall be at the Buyer's expense and may be charged for separately.

13.2. All drawings, designs, specifications and information submitted by the Seller shall be treated as confidential and shall not be disclosed to any third party without the Seller's written consent or used by the Buyer other than for purposes authorised by the Seller.

14. PACKAGING

The Buyer shall meet the cost of any special packaging requested by the Buyer or any packaging rendered necessary by delivery by any means other than the Seller's normal means of delivery.

Pallets shall be returned as soon as possible after use to the Seller's hauliers for return to the Seller.

15. LICENCES AND CONSENTS

If any licence or consent of any government or other authority shall be required for the acquisition,

carriage or use of the goods by the Buyer the Buyer shall obtain the same at its own expense and if requested produce evidence of the same to the Seller on demand. Failure to obtain any licence or consent shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be for the Buyer's account.

16. FORCE MAJEURE

16.1. The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods by the Seller being prevented hindered delayed cancelled or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control ('force majeure' circumstances) including but not limited to Act of God war riot strike lock-out trade dispute or labour disturbance accident break-down of plant or machinery fire flood storm difficulty or increased expense in obtaining workmen materials or transport or other circumstances affecting the supply of the goods or of raw materials by the Seller's normal source of supply or the manufacture of the goods by the Seller's normal means or the delivery of the goods by the Seller's normal route or means of delivery.

16.2. In force majeure circumstances the Seller may in its sole discretion terminate any contract or the supply of goods pursuant to these Conditions or cancel delivery of goods to the Buyer or may, with the agreement of the Buyer, deliver goods at an agreed rate of delivery commencing after any suspension of deliveries.

16.3. If due to force majeure circumstances the Seller has insufficient stocks to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.

17. SAMPLES & EQUIPMENT

17.1. Any samples, models or trade cards supplied and/or exhibited to the Buyer are supplied solely for information and in no way import any express or implied conditions or warranties as to quality, description, fitness for purpose of merchantable quality and the Buyer shall be deemed to have satisfied itself as to such matters prior to ordering the goods. The supply and/or exhibition of such samples, models or trade cards shall not cause any contract concluded to be a contract by way of sample.

17.2. Gravure printing equipment, artwork and sketches, pallets and end plugs remain the Seller's property notwithstanding any contribution made toward their cost by the Buyer.

18. TERMINATION

18.1. If the Buyer (being an individual) enters into a voluntary arrangement or if a petition is presented for the making of a bankruptcy order against him or if he compounds with his creditors or if (being a company) an application for an order is made or a resolution is passed for the winding-up of the Buyer (otherwise than for the purposes of amalgamation or reconstruction previously approved in writing by the Seller) or if a meeting is called to approve the appointment of a liquidator to the Buyer or if a petition is presented to the Court for the appointment of liquidator to the Buyer or if a receiver, manager, administrative receiver or an administrator is appointed or if a petition is presented to the Court for the appointment of an administrator to the Buyer or over any part of the Buyer's undertaking or if circumstances arise which might entitle the Court or a creditor to the Buyer to appoint a receiver, manager, administrative receiver or administrator or which might entitle the Court to make winding-up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt or commits breach of any contract between the Seller and the Buyer the Seller may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries to the Buyer and/or exercise its rights under Condition (8) and/or by notice in writing to the Buyer terminate any contract with the Buyer.

18.2. Upon termination of any contracts pursuant to Condition 18.1 any indebtedness of the Buyer to the Seller shall become immediately due and payable and the Seller shall be relieved of any further obligation to supply any goods to the Buyer pursuant to such contracts.

19. ASSIGNMENT

None of the rights or obligations of the Buyer under these Conditions may be assigned or transferred in whole or in part without the prior written consent of the Seller. In addition the Buyer shall not assign amounts due from the Seller to the Buyer or any subsidiary or fellow subsidiary of the Buyer and any notice given by the Buyer or in respect of the Buyer shall be ineffective. The restriction on assignment shall be a continuing restriction and shall apply from the date of the first order placed by the Company with the Seller after these terms shall have come into effect.

20. HEALTH AND SAFETY AT WORK ETC.

The Buyer agrees to pay due regard to any information supplied by the seller and relating to the use for which the goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work, and the Buyer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the goods will be safe and without risks to health at all times as are mentioned above.

21. LIEN

The Seller shall be entitled to a general lien on all goods and property owned by the Buyer in the Seller's possession (although the Buyer may have paid for the same in full) in satisfaction of the whole or part as the case may be of the unpaid price of any goods sold and delivered to the Buyer under any contract. The Seller shall be entitled to offset any sum or sums owing to it from the Buyer against any sums owed to the Buyer by the Seller.

22. HEADINGS

The Headings of these Conditions do not form part of the Conditions and shall not affect their interpretation.

23. SEVERABILITY

Consequence of debt. In part such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of these Conditions or the remainder of any part of a Condition affected.

24. WAIVER

Failure by the Seller to exercise or enforce any rights under any contract subject to these Conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right at any time thereafter.

25. NOTICES

Any notice hereunder shall be in writing and be deemed to have been duly given if delivered personally or sent by prepaid first class post (airmail if to an address outside the United Kingdom) telex or telefax to the party concerned at its last known address. Notices delivered personally shall be deemed to have been given when delivered, notices sent by first class shall be deemed to have been given seven days after despatch (fourteen days if given by airmail) and notices sent by telex or telefax shall be deemed to have been given on the date of despatch.

26. GOVERNING LAW

Any contract to which these Conditions apply shall be governed by and construed in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.