

COTEK PAPERS LIMITED
TERMS AND CONDITIONS OF SALE

1. **Definitions**

The term "the Company" referred to in these terms and conditions means Cotek Papers Limited (registered number 821766) and "the Purchaser" means the person, firm, company or organisation contracting with the Company.

2. **Acceptance**

These terms and conditions apply to all sales of goods by the Company to the Purchaser and shall apply in place of and prevail over any terms or conditions contained or referred to in the Purchaser's order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically agreed in writing by a director of the Company. Any purported provision to the contrary is hereby excluded or extinguished.

3. **Cost Variation**

- 3.1 Any quotations given by the Company are based on current costs of production and may be amended or increased by the Company, both before and after acceptance of any order, to take into account increases in costs incurred by the Company.
- 3.2 Unless otherwise specified, value added tax and any other tax or duties payable by the Purchaser shall be added to the price of goods supplied by the Company.

4. **Payment Terms**

- 4.1 Payment of the Company's invoices shall unless otherwise agreed in writing be due in full from the Purchaser without any deduction or set off within 30 days of the date of invoice.
- 4.2 If the Purchaser is at any time in default in making any payment due to the Company, the Company shall have the right upon giving notice to the Purchaser to withhold delivery of any goods to the Purchaser, whether under the contract in relation to which payment is overdue or any other contract, until such payment is received by the Company.
- 4.3 Interest shall be payable on overdue amounts at the rate of 3% above the base rate from time to time of Barclays Bank Plc both before as well as after any judgment. Interest shall run from the due date for payment until receipt by the Company of the full amount and shall be compounded every three months.

5. **Despatch**

- 5.1 Despatch dates mentioned in any quotation, acknowledgement of order or elsewhere are approximate only and not of any contractual effect and the Company shall not be under any liability to the Purchaser in respect of any failure to deliver on any particular date or dates.
- 5.2 Unless otherwise expressly agreed, the Company may effect delivery in one or more instalments and each instalment shall be treated as a separate contract.

6. **Quantity Tolerance**

In the case of deliveries of standard products, the Company will deliver within a tolerance of plus or minus 10% of the quantity ordered by the Purchaser. In the case of bespoke or narrow width slit products, the Company reserves the right to deliver on any occasion such quantities as will optimise the Company's production parameters.

7. **Damage or Partial Loss**

The Purchaser must examine goods supplied by the Company as soon as possible after delivery and in the event of finding any damage or partial loss to the goods, the Purchaser must notify the Company and the carrier immediately. If the Purchaser has not notified the Company of any damage or partial loss to the goods within 3 days of delivery, the Purchaser will be deemed to have accepted the goods.

8. **Non Receipt**

The Purchaser will be deemed to have received and accepted goods supplied by the Company unless the Purchaser notifies the Company of non receipt of the goods not later than 14 days after the date of despatch of the goods as notified by the Company to the Purchaser.

9. **Risk**

Risk in goods supplied by the Company passes to the Purchaser upon delivery of the goods. For this purpose delivery is effected when the goods are off loaded at the Purchaser's premises or at the premises of a consignee named by the Purchaser.

10. **Ownership**

- 10.1 Goods supplied by the Company remain the sole and absolute property of the Company until such time as the Purchaser shall have paid to the Company the price for such goods together with the full price of any other goods the subject of any other contract between the Company and the Purchaser.
- 10.2 Until such payment, the Purchaser shall be in possession of the goods supplied by the Company solely as bailee for the Company and in a fiduciary capacity and shall store the goods in such a way as to enable them to be identified as the property of the Company.
- 10.3 The Company reserves the immediate right of repossession of any goods in which it has retained property and thereafter to resell the same and for this purpose the Purchaser hereby grants an irrevocable right and licence to the Company for its employees or agents to enter upon or into all or any of the Purchaser's premises or vehicles with or without the Company's own vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract between the Company and the Purchaser for any reason and is without prejudice to any accrued rights of the Company thereunder or otherwise.
- 10.4 Subject to the terms of this clause, the Purchaser is licensed by the Company to process goods supplied by the Company or use them for the purposes of the Purchaser's business.

11. **Force Majeure**

The company shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Company's control including but not limited to act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown 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 Company's normal source of supply or the manufacture of the goods by the Company's normal means or the delivery of the goods by the Company's normal route or means of delivery.

12. **Liability**

- 12.1 The Company warrants that goods supplied by it to the Purchaser will conform to the Company's published specification for such goods or such other specification as may have been agreed in advance between the Company and the Purchaser in relation to such goods.
- 12.2 The Company makes no recommendation for a specific application or use for any goods and the Purchaser must satisfy itself as to the suitability of the goods or any particular quality of goods for the Purchaser's application.
- 12.3 (a) In the event that the Purchaser considers that goods supplied by the Company do not conform to specification or are less than the contracted quantity the following provisions of this sub-clause 12.3 will apply.
- (b) The Purchaser must notify the Company within 3 months of the date of delivery of the goods, specifying the alleged non-compliance with specification or shortage in quantity. The Company will not accept any liability for any alleged defect or shortfall in quantity which is not notified to it within this period.
- (c) The Company will consider any claim duly notified to it by the Purchaser and shall notify the Purchaser whether the Company accepts the Purchaser's claim and, in the case of a claim for failure to meet specification, whether the Company accepts that the claim merits rejection of the goods.
- (d) If the Company accepts the Purchaser's claim, the Company will make good any shortfall in the quantity of goods supplied and, in the case of a claim for non-confirmation to specification, either replace defective goods if the Company accepts rejection of such goods or accept payment of such reduced value of the goods as the Company shall agree with the Purchaser if the Company does not accept rejection of the goods. In each such case the Company shall reimburse to the Purchaser any expenses incurred by the Purchaser in handling, storing or insuring defective goods supplied by the Company which the Purchaser would not have incurred had the goods not been defective.
- 12.4 Subject to the foregoing provision of this clause, all terms, conditions, warranties and representations, express or implied by statute, common law or otherwise in relation to goods supplied by the Company to the Purchaser are hereby excluded and the Company shall be under no liability to the Purchaser for any loss, damage or injury, direct or indirect, resulting from defective materials, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Company, its employees or agents save that the Company shall accept liability for death or personal injury caused by the negligence of the Company.
- 12.5 The Company shall under no circumstances be liable for consequential loss. The Company's aggregate liability to the Purchaser whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the invoice value of goods supplied or to be supplied under the contract to which any claim by the Purchaser relates.

13. **Termination**

- Either party to the contract for the supply of goods by the Company to the Purchaser shall be entitled forthwith to terminate the contract by notice in writing to the other party if
- 13.1 the other party commits a breach of any provision of the contract and, if such breach is remediable, fails to remedy the breach within 14 days of receiving notice from the first party specifying the breach; or
- 13.2 the other party becomes unable to pay its debts as they fall due or enters into a deed of arrangement or compounds with its creditors or if an order is made or a resolution is passed for the winding-up of such party or a receiver, administrative receiver or receiver and manager is appointed over the whole or any material part of its assets.

14. **Waiver**

Failure by the Company to enforce any rights against the Purchaser shall not be deemed to be a waiver of any such rights nor operate so as to bar the exercise or enforcement of such rights at any time or times thereafter.

15. **Notices**

Any notice shall be deemed to have been duly given if put in writing and sent by pre-paid first class post or facsimile transmission. Notices sent by first class post shall be deemed to have been given 4 days after despatch and notices sent by facsimile transmission shall be deemed to have been given at the end of the day of despatch.

16. **Law**

The contract between the Company and the Purchaser incorporating these terms and conditions shall be governed by and construed in accordance with the laws of England and both the Company and the Purchaser submit to the non-exclusive jurisdiction of the English courts.