

CONDITIONS OF PURCHASE

In these Conditions (unless the context otherwise requires):

- (a) "Buyer" means Parkside Flexibles (EUROPE) Limited
(b) "Contract" means the Contract between the Buyer and the Seller for the sale and purchase of the Goods consisting of the Order, these Conditions, and other documents, (or parts thereof) specified in the Order, (as if fully set out in the Order) and the Seller's acceptance of the Order;
(c) "Conditions" means these terms and Conditions;
(d) "Goods" means the Goods or Services or other items of equipment to be supplied to the Buyer pursuant to the Contract;
(e) "Order" means the Order placed by the Buyer whether in writing, verbally, electronically or otherwise for the supply of Goods;
(f) "Services" means the Services (if any) described in the Order to be undertaken by the Seller;
(g) "Seller" means the person, firm or company to whom the Order is addressed.
The headings in these Conditions are intended for reference only and do not affect their construction.

1. Acceptance
All Goods purchased and Orders placed by the Buyer are sold subject to these Conditions, which shall be the sole terms and Conditions of any purchase by the Buyer from the Seller. No variation to the Order or these Conditions shall be binding unless expressly agreed in writing by a Director of the Buyer.

2. Priority of Conditions
These Conditions will prevail over any other terms and conditions contained or referred to in any acknowledgement of Order, form of contract, letter or other communication sent by the Seller to the Buyer and acceptance of the Order by the Seller shall indicate unqualified acceptance of these Conditions.

2.1 Any waiver or failure of the Buyer to require strict compliance with the Conditions of this Order in any respect shall not be deemed a waiver of the Buyer's rights to insist upon strict compliance in other respects or thereafter in the same respect. If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the Order, the other Conditions shall continue in full force and effect.

3. Buyer's Material and Equipment
All specifications, drawings, patterns, tools, dies, moulds and other items furnished by the Buyer to the Seller (a) are confidential and shall not be disclosed by the Seller to any other person without the prior consent of the Buyer (b) shall not be copied or used for any other purpose other than for the carrying out of the Contract (c) shall at all times remain the property of the Buyer (d) shall be returned at the Seller's risk and expense in good order and condition to the Buyer upon the Buyer's request or on completion of the Contract and (e) shall be insured against all risks by the Seller whilst they are in its possession.

3.1 Where the Goods are designed, created or otherwise developed by or for the Seller pursuant to the Contract, then all intellectual property rights therein or relating thereto throughout the world (including, without limitation, patents, copyrights, design rights, registered designs, trade marks, service marks and know-how and the rights to apply for any of the foregoing or other intellectual property rights) (the "Intellectual Property Rights") shall belong to the Buyer absolutely. The Seller hereby assigns the Intellectual Property Rights to the Buyer with the intent that upon the making or creation thereof the Intellectual Property Rights shall automatically vest in the Buyer.
3.2 The Seller shall at the Buyer's request (and notwithstanding the termination of the Contract) sign and execute and procure the signature and execution of all such documents and do all such acts as the Buyer may reasonably require:
(a) to vest the legal title in, apply for, obtain and maintain in force in the Buyer's sole name (unless it otherwise directs) the Intellectual Property Rights;
(b) to assist any objection or opposition to obtaining, and any petitions or applications for revocation of, any of the Intellectual Property Rights;
(c) to bring any proceedings for infringement of any of the Intellectual Property Rights.

3.3 The Seller irrevocably undertakes that neither it nor any other person will assert against the Buyer or any third party any moral rights in or relating to the Intellectual Property Rights and warrants that all such moral rights are irrevocably waived and extinguished. For the purpose of this Clause 3.4 "moral rights" shall have the meaning ascribed thereby by the Copyright, Designs and Patents Act 1988 Act (or any statutory amendment or re-enactment thereof) and all rights similar or corresponding thereto subsisting in any other country of the world from time to time.

4. Quality and Description
4.1 Without prejudice to any other rights the Buyer may have the Seller warrants to the Buyer that:
(a) the Goods shall be fit for the purposes of the Buyer, including (without limitation) the use of the Goods in containing, handling, packaging and wrapping of food and in any case the Goods may come into contact with food. The Seller shall satisfy himself that he understands the Buyer's requirements so as to be in a position to comply with his obligation and also to prevent delay on account of any modifications which may be necessary to meet the Buyer's needs. The cost of any modification shall be deemed to be included in the price;
(b) the Goods comply in all respects with relevant British, European and international statutory requirements, regulations, orders and standards relating to the Goods and the Seller expressly warrants that the Goods supplied under this order have been or will be manufactured and sold free from all liens, claims and encumbrances and in compliance with all relevant laws and regulations in force in the United Kingdom.

4.2 Without prejudice to Clause 4.1, the Seller expressly warrants all Goods which are the subject of this order shall:
(a) be of the quality, quantity, size, description, specifications and dimensions specified in the order or indicated by the Buyer;
(b) be of sound materials and workmanship;
(c) be free from all defects, including latent defects;
(d) be equal in all respects to any samples provided by the Seller which have been approved by the Buyer;
(e) be not injurious to health should they come into contact with food and of a nature substance and quality appropriate to contact with food;
(f) be of a natural substance, quality and generally suitable for incorporation in and use with other Goods used in the containing, handling, packaging and wrapping of food; and
(g) be capable of any standard of performance specified in the Order and/or Seller's quotation.

4.3 The Seller further warrants that he has disclosed to the Buyer any information or requirements affecting the Buyer under the Health and Safety at Work Act 1974 (or any statutory amendment or re-enactment thereof for the time being in force) and notwithstanding such disclosure the Seller warrants that any written information supplied pursuant to the said Act has been delivered to the Buyer's office with whom the Seller is dealing.

4.4 The Seller hereby agrees to indemnify and keep indemnified the Buyer from all loss, damage, expenses, costs, charges, claims, demands, actions, suits or expense whatsoever incurred or suffered by the Buyer and/or for which it may be liable to any third party due to, arising from or in connection with (a) all claims of whatsoever kind and from whomsoever arising for damage or injury to property or persons arising out of the act or omissions or the negligence of the Seller, its employees, servants, agents, subcontractors or others in connection with the performance of this Contract save in so far as the same is attributable solely to the negligence of the Buyer or its employees, servants, agents or sub-Contractors, (b) the breach of any provision of the Contract by the Seller (c) any defect in the workmanship, materials or design of the Goods or the packaging (d) any failure of the Goods or Services to comply with any law or regulation applicable to them (e) any infringement of the rights of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right for or relating to the Goods (f) any liability under the Consumer Protection Act 1987 in respect of the Goods.

4.5 The Seller shall insure adequately against all loss damage or injury or other claims incurred by the Seller or the Buyer which may arise in any way whatsoever out of the Contract and without prejudice to the generality of the foregoing shall be adequately insured for third party and employer's liability. If the Buyer shall so request the Seller shall provide evidence of such insurance and payment of the current premiums.

4.6 The Services will be performed by appropriately qualified and trained personnel with all due care and diligence and to the highest standard of quality prevailing in the industry at the time of performance.

5. Inspection, Testing and Samples
5.1 The Seller shall submit samples of the Goods for the Buyer's approval before the Goods are delivered if requested by the Buyer. Such samples of Goods should be marked by the Seller clearly and appropriately for identification and will be retained by the Buyer until after the Goods have been delivered.

5.2 The Buyer and all persons authorized by it shall be entitled to make such tests or carry out such inspections of Goods during manufacture, processing and storage and inspect any equipment used to manufacture such Goods. The Seller shall at its own cost provide or shall procure the provision of all facilities as may be reasonably required and give all assistance and make available all pertinent drawings and plans to the Buyer or his authorised agent or the Buyer's client or his authorised agent for such tests or inspections. Before despatching the Goods the Seller shall carefully inspect them for compliance with the Order approved samples and/or the specification and shall give the Buyer reasonable notice of any tests to be carried out so that the Buyer or the Buyer's client may be represented at such tests. The Seller shall at the request of the Buyer supply to the Buyer a copy of the Seller's test sheets and/or inspection reports certified by the Seller to be a true copy and the Seller shall retain the original documents for a period of three years.

5.3 As a result of the tests or inspections carried out under Clause 5.2 above the Buyer considers that the Goods do not comply with the Order or Order samples approved by the Buyer and/or Specification (if any) or are unlikely on completion of manufacture or processing so to comply the Buyer shall notify the Seller accordingly in writing and the Seller shall promptly take such steps as may be necessary to ensure such compliance at its cost.

6. Price
The price of the Goods shall be the price stated in the Order quoted and shall not be subject to change without the prior written consent of the Buyer and shall include all charges for packing, packaging, carriage insurance and delivery of the Goods to the Buyer and any import taxes or duties or other duties whatsoever.

7. Payment
7.1 Unless otherwise agreed in writing by the Buyer, payment shall be made 60 days from the end of the month of receipt by the Buyer of the Seller's invoice or delivery of Goods or performance of the Services specified in the Contract, whichever is later.

7.2 The Buyer shall be entitled to set off against the sum shown to be due all sums due from the Seller to the Buyer in respect of any other Contract or transaction between the Buyer and the Seller.

7.3 Payment of the invoice by the Buyer shall not constitute acceptance of the Goods and is without prejudice to any claims the Buyer might have against the Seller.

7.4 Invoices shall (a) be rendered with the Order and any computer code number noted; (b) be in respect of one Order only and (c) be sent to the address notified to the Seller.

8. Substitutions
In the event that the Goods or any materials or constituent parts thereof are not likely to be available at the time required for fulfillment of the Order and will prevent the Order from being fulfilled on time, the Seller shall notify the Buyer as soon as reasonably practicable of such unavailability. No substitutes shall be used without the consent of the Buyer.

9. Delivery
9.1 Each delivery must be accompanied by full details of the exact net quantity and description of the Goods supplied together with the Order and any purchase order number.

9.2 (a) Delivery of the Goods and time of performance of the Services shall be of the essence.
(b) Delivery in instalments shall be permitted only with the consent of the Buyer in writing. Where the Buyer agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle the Buyer at its option to treat the whole Contract as repudiated.

(c) In the event that the Buyer is not able to accept delivery of the Goods when due the Seller shall be responsible for arranging suitable storage facilities for the Goods, advising the Buyer beforehand of the particulars of such proposed storage, and the Seller shall also ensure that the Goods and the premises in which they are stored are properly insured against all the usual risks and notify the Buyer of such insurance cover. The Buyer shall be liable for the reasonable cost, including insurance, of so doing.

(d) If the Goods are delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.

9.3 The Goods shall be delivered to the Order and within the period specified in the Order to:
PARKSIDE FLEXIBLES (EUROPE) LTD
Registered in England No 5325366
Registered Office: Unit H1, Tyler Close, Normanton, WF6 1RL or other such address as supplied by the Buyer in the Order.

9.4 The Goods shall be delivered and unloaded at the address indicated in the Order and in the manner specified in the Order or as subsequently agreed in writing between the parties. Delivery shall take place during the Buyer's normal business hours.

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.

9.5 The Services shall be performed at the address indicated in the Order or as otherwise directed by the Buyer.

9.6 If the Goods or any part are not delivered within the time or times specified in the Contract or any extension of such time or times, the Buyer may recover from the Seller as liquidated damages and not by way of penalty a percentage of that part of the Contract which is properly apportionable to the Goods undelivered and to any other Goods already delivered under the Contract which cannot be effectively and commercially used by the Seller's failure entirely to perform the Contract.

9.7 If the Seller in the position of being able to supply some but not all of his customers the Buyer shall be given priority over all other of the Seller's customers.

9.8 If delivery is made before the delivery date specified in the Order the Buyer may return the Goods to the Seller at the Seller's risk and expense. In any event payment will be withheld and payment period will begin to run from the delivery date specified in the Order or the date of receipt by the Buyer of a correct invoice whichever is the later.

10. Passing of Risk and Property
Until delivered by the Seller in accordance with Clause 9, the Goods shall remain at the risk of the Seller who shall insure the same against all risks which can be reasonably contemplated as affecting the Goods. Subject to the Buyer's right of rejection which may accrue to the Buyer whether under these Conditions or otherwise and the passing of property at an earlier time under statute or rule of law, the property in the Goods shall pass to the Buyer upon delivery.

11. Packaging
11.1 Prior to despatch the Goods shall be properly packed and secured in a manner so as to reach their destination in good condition under normal conditions of transport having regard to the nature of the Goods and other circumstances of the case.

11.2 Subject to clause 11.1 all export shipments must be adequately boxed or crated with any special handling clearly marked and contents waterproofed and otherwise protected to prevent damage in transit and must meet all export shipping requirements.

12. Rejection
12.1 Without prejudice to any other of its rights the Buyer may by notice in writing to the Seller reject any or all of the Goods or Services if the Seller fails to comply with any of his obligations under the Contract.

12.2 The Buyer 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.

12.3 If the Buyer shall not be deemed to have accepted the Goods, the Buyer will not attempt to alter or repair the Goods in any way.

12.4 The Buyer shall when giving notice of rejection specify the reason therefore and the Seller shall remove such Goods at its risk and expense. In such case the Seller shall:
(a) at the Buyer's option:
(i) replace such rejected Goods with Goods which are in all respects in accordance with Orders, samples and specifications;

or
(ii) credit the Buyer with the invoice price thereof;

(b) reimburse the Buyer all freight and handling costs reasonably incurred by the Buyer and/or for which it may be liable in respect of such Goods, and
(c) reimburse the Buyer all freight and handling costs reasonably incurred by the Buyer in the implementation of a stock recovery, recall or market withdrawal of the Goods or similar Goods previously supplied by the Seller in any part of the world.

12.5 The Seller shall re-perform any Services found to have been performed defectively within 12 months of the date of their performance.

13. Buyer's Identification
The Seller agrees that any identification used by the Buyer such as trademarks trade names logos or any markings or decorative styling shall be used only on articles supplied to the Buyer.

14. Advertising and Confidentiality
14.1 The Seller shall not without the previous written consent of the Buyer advertise or make known to third parties the fact that the Seller supplies Goods to the Buyer.

14.2 Any Goods manufactured in accordance with the Specifications and drawings shall not be disclosed or quoted to any other person.

15. Documents
Shipping documents and a separate invoice for each shipment on this Order must be sent by first class mail to the Buyer's office indicated on the Order on the day on which shipment is made. When Goods are invoiced by the Seller but shipped by a third party the invoice shall bear the name of the shipper and the point from which shipment originated. All shipments must contain a packing list giving a description of the Goods, the net quantity and the purchase order and any computer code number. If shipment is not delivered to the Buyer's premises the original bill of lading must be furnished with the invoice. The Buyer's count shall be accepted as final on all shipments not accompanied by packing lists.

16. Assignment
The Seller may not assign or transfer this Order or any rights or obligations under to any other person, firm, company or third party without the prior written consent of the Buyer.

17. Sub-Contracts
The Seller shall not sub-Contract any of the work contemplated to be performed by the Seller under this Order without the prior written consent of the Buyer. If such written consent is granted, the Seller shall if requested furnish uncopied copies of all sub-Contracts to the Buyer and the sub-Contractor shall agree to be bound by these Conditions.

18. Termination
18.1 The Buyer shall be entitled to terminate the Contract without liability to the Buyer forthwith upon written notice to the Seller:
(a) if the Seller fails to make deliveries as provided in the terms of this Order
(b) if the Seller shall commit any other material breach of these Conditions and fails to remedy the breach (where capable of remedy) within 14 days of a notice from the Buyer specifying the breach, or
(c) being a body corporate shall have a Receiver appointed or shall pass a resolution for winding up (other than for the purposes of amalgamation or reconstruction) or a Court shall make an Order to that effect or being an individual shall have a Receiver Order made against him or shall enter into any composition or arrangement with his creditor; or
(d) if the Seller ceases or threatens to cease to carry on business.

18.2 On such termination the Buyer shall be entitled (at its entire discretion)
(a) to return to the Seller at the Seller's risk and expense any of the Goods already delivered but which cannot be effectively and commercially used by reason of the Seller's failure entirely to perform the Contract and to recover any monies paid by the Buyer in respect of such Goods or
(b) to demand by notice in writing that the Seller shall within a reasonable time replace the Goods in respect of which the Contract has been determined with Goods which are in all respects in accordance with the Contract.

(c) to recover from the Seller any additional expenditure reasonably incurred by the Buyer in obtaining other Goods in replacement of those in respect of which the Contract has been determined.

19. Warranty
Without prejudice to any other remedy which the Buyer may have, the Seller shall as soon as reasonably practicable upon a request by the Buyer to do so, replace or (at the Buyer's option) repair all Goods which are or become defective during the period of 12 months from the date of delivery to the Buyer where such defect occurs under proper usage and is due to faulty design, or inadequate or faulty materials or workmanship, the Seller's erroneous instructions as to use or breach by the Seller of a provision of the Contract. Repairs and replacements shall be subject to the foregoing warranty for a period of 12 months from the date of delivery after replacement or repair.

20. Force Majeure
The Buyer shall not be liable to the Seller or deemed to be in breach of Contract by reason of any delay due to or any loss or damage occasioned by any cause arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Buyer, including, but not limited to Acts of God, strikes, lock-outs, shortage of labour or any other labour trouble, shortage of power, materials, malicious damage or obligatory voluntary compliance with any request having to do with the appearance of the Goods in that regard whether for defence or other national or local governmental purposes or otherwise. In any such case the Order shall be suspended during such delay and shall again become operative upon the termination of such cause provided that to meet any altered circumstances occasioned by such delay the Buyer may make such variations to the terms of this Order as are, in its opinion, reasonable and if the Seller does not agree thereto the Buyer may cancel this Order so far as it remains unperformed but shall pay a proportionate part of the quoted price for work done and Goods supplied prior to the event of force majeure. In the event of any dispute as to the proper proportion the matter shall be settled by the Buyer's Auditors who shall act as experts and not arbitrators and whose decisions shall be final and binding.

21. Intellectual Property Rights
The Seller warrants that the supply by the Seller and use by the Buyer of the Goods specified in this Order does not and will not infringe the intellectual property rights of any third party, whether in the form of letters patent, registered designs, design copyright, copyright trademark or any other similar rights except and insofar as the Goods supplied of the manufacture thereof are in accordance with any special requirement specified by the Buyer and the Seller undertakes to indemnify the Buyer against all actions, claims, demands, costs, charges and expenses arising from any infringement or any alleged infringement of such right. Intellectual property rights in and relating to all improvements embodied in designs, tools, patterns, drawings and equipment supplied by the Buyer to the Seller under this Order and exclusive rights for the use and reproduction thereof are reserved by the Buyer.

22. Concurrent Remedies
No right or remedy conferred upon or reserved to the Buyer is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now hereafter existing and may be enforced concurrently therewith or from time to time.

23. Third Party Rights
The Parties to the Contract do not intend any term of the Contract shall be enforceable by the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

24. Waiver
Failure or delay by the Buyer in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Waiver by the Company of any Breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

25. Severance
If any provision or part of these Conditions is held to be invalid, amendments to these Conditions may be made by the addition or deletion of wording as appropriate to remove the invalid part, or provision but otherwise shall continue in full force and effect.

26. Applicable Law and Jurisdiction
The Contract shall be governed by the law of England and both parties submit to the exclusive jurisdiction of the Courts of England.