

Plastecowood Limited Terms and Conditions of Business

1. Interpretation

- 1.1. In these Terms and Conditions the following words have the following meanings:
 - 1.1.1. "Agreement" means any contract between the Company and the Buyer for the sale and purchase of Products and/or Services, incorporating these Terms and Conditions;
 - 1.1.2. "Buyer" means the person(s), firm or the company who or which purchases the Services and/or Products from the Company;
 - 1.1.3. "Company" means Plastecowood Limited (company number 8914626) with its registered office at: Plastecowood Expressway Business Park Abergele Road Bodolwyddan LL185 SQ
 - 1.1.4. "Products" means any products to be provided by the Company to the Buyer pursuant to the provisions of an Agreement;
 - 1.1.5. "Services" means any services to be provided by the Company to the Buyer pursuant to the provisions of an Agreement;
 - 1.1.6. "Waste" shall have the same meaning as 'Directive Waste', defined under the Waste Management Licensing Regulations 1994.
- 1.2. Reference to a statute or statutory provision includes a reference to it as from time to time amended, extended or re-enacted.

2. Application of Terms

- 2.1. Subject to any variation under condition 2.3, the Agreement will incorporate these Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Agreement simply as a result of such document being referred to in the Agreement.
- 2.3. These Terms and Conditions apply to all contracts entered into between the Buyer and the Company and any variation to these Terms and Conditions and any representations about the Products and/or Services shall have no effect unless expressly agreed in writing and signed by the Company.
- 2.4. Each order for Products and/or Services placed by the Buyer with the Company shall be deemed to be an offer by the Buyer to purchase Products and/or Services subject to these Conditions.
- 2.5. No offer made by the Buyer shall be capable of acceptance by the Company except by a written acceptance issued by the Company or (if earlier) the delivery by the Company of the Products and/or Services to the Buyer.
- 2.6. The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7. Any quotation is given on the basis that it is not an offer capable of acceptance and that no contract will come into existence until an order is placed by the Buyer and the Company despatches a signed acknowledgement of order to the Buyer.

3. Description

- 3.1. The description of the Products and/or Services shall be as set out in the Agreement.
- 3.2. All technical data, descriptions and illustrations of the Products and/or Services in communications, leaflets or advertising material are illustrative only and subject to change without notice. They will not form part of the Agreement unless they are expressly referred to.
- 3.3. The Buyer acknowledges that dimensions of products provided by the Company may be subject to a maximum 4 per cent variation as a result of input material variation or other process variations. The Company will exercise reasonable endeavours to minimise such variations.
4. **Supply of the Products and/or Services**
 - 4.1. Any dates specified by the Company for the supply of the Products and/or Services are estimates and time for supply of the Products and/or Services shall not be made of the essence by notice from the Buyer to the Company. If no dates are so specified, the supply of the Products and/or Services will be within a reasonable time.
 - 4.2. Subject to the provisions of clause 16 of these Terms and Conditions, the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the supply of the Products and/or Services (even if caused by the Company's negligence), nor will any delay entitle the Buyer to terminate or rescind the Agreement unless such delay exceeds 45 days.
 - 4.3. If the Company supplies some but not all of the Products and/or Services, the Buyer shall not be entitled to object to or reject the Product and/or Services or any part of them by reason of the shortfall and shall pay for such Products and/or Services at the pro rata Agreement rate.

5. Incoterms

- 5.1. Where an Incoterm is expressly referred to in these conditions, or set out in the Agreement, it shall form part of the contract between the Buyer and the Company.
- 5.2. All references to an Incoterm are references to Incoterms 2000 published by the International Chamber of Commerce.

6. Carriage and Insurance

- 6.1. Unless the parties expressly otherwise agree, Incoterm CIP shall apply to the Agreement.
 - 6.2. Unless otherwise agreed in writing by the parties, delivery of the Products and/or Services shall take place at the Buyer's principal place of business.
 - 6.3. Any dates specified by the Company for delivery of the Products and/or Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
 - 6.4. Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products and/or Services (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
 - 6.5. If for any reason the Buyer fails to accept delivery of any of the Products and/or Services when they are delivered, or the Company is unable to deliver the Products and/or Services on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
 - 6.5.1. risk in the Products and/or Services shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - 6.5.2. the Products and/or Services shall be deemed to have been delivered; and
 - 6.5.3. the Company may store the Products until delivery, and/or defer the provision of the Services, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance of the Products).
 - 6.6. The Buyer shall provide at the agreed delivery address and at its expense adequate and appropriate equipment and manual labour for unloading the Products.
 - 6.7. The Company may deliver the Products and/or Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
 - 6.8. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- ## 7. Non-delivery
- 7.1. The quantity of any consignment of Products as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
 - 7.2. The Company shall not be liable for any non-delivery of Products (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 5 working days of the date when the Products would in the ordinary course of events have been received.
 - 7.3. Any liability of the Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

8. Risk/title

- 8.1. The Products are at the risk of the Buyer from the time of delivery.

- 8.2. Ownership of the Products shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

- 8.2.1. the Products; and
- 8.2.2. all other sums which are or which become due to the Company from the Buyer on any account.
- 8.3. Until ownership of the Products has passed to the Buyer, the Buyer shall:
 - 8.3.1. hold the Products on a fiduciary basis as the Company's bailee;
 - 8.3.2. store the Products (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
 - 8.3.4. maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 8.4. The Buyer may resell the Products before ownership has passed to it solely on the following conditions:
 - 8.4.1. any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - 8.4.2. any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 8.5. The Buyer's right to possession of the Products shall terminate immediately if:
 - 8.5.1. the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - 8.5.2. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - 8.5.3. the Buyer encumbers or in any way charges any of the Products.
- 8.6. The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.
- 8.7. The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 8.8. Where the Company is unable to determine whether any Products are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 8.9. On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 8 shall remain in effect.

9. Intellectual property rights

- 9.1. As between the Buyer and the Company, all Intellectual Property Rights and all other rights in the Products and/or the Services shall be owned by the Company. Subject to condition the Buyer complying with its obligations under the Agreement, the Company licenses all such rights to the Buyer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Buyer to make reasonable use of the Products and/or the Services.
- ## 10. Confidentiality and the Company's property
- 10.1. The Buyer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Buyer by the Company, its employees, agents or sub-contractors and any other confidential information concerning the Company's business or its products which the Buyer may obtain. The Buyer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Buyer's obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Buyer.
 - 10.2. All materials, equipment and tools, drawings, specifications and data supplied by the Company to the Buyer shall, at all times, be and remain as between the Company and the Buyer the exclusive property of the Company, but shall be held by the Buyer in safe custody at its own risk and maintained and kept in good condition by the Buyer until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.
 - 10.3. This condition 10 shall survive termination of this Agreement, however arising.

11. Data protection

- 11.1. The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Company in connection with the provision of Products and Services under the Agreement.
- ## 12. Price
- 12.1. Unless otherwise agreed by the Company in writing, the price for the Products and/or Services shall be:
 - 12.1.1. the price set out in the Agreement; or
 - 12.1.2. where the Company cannot identify the extent, and therefore the cost, of the Products and/or Services in advance of carrying them out, such reasonable charges as the Company shall subsequently make for carrying out the Products and/or Services.
 - 12.2. The price for the Products and/or Services shall be exclusive of any value added tax which amount the Buyer will pay in addition when it is due to pay for the Products and/or Services.
- ## 13. Payment
- 13.1. Payment for the Products and/or Services is due within 30 days of the date of the invoice rendered by the Company to the Buyer.
 - 13.2. Time for payment shall be of the essence.
 - 13.3. The Buyer shall make all payments due under the Agreement 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.
 - 13.4. If the Buyer fails to pay the Company any sum due pursuant to the Agreement, the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Natwest Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right, at its sole discretion, instead to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
 - 13.5. If the Company exercises its right to make delivery in instalments in accordance with clause 6.7 above, then any delay in delivering or failure to deliver any further instalment or instalments shall not entitle the Buyer to reject the Agreement or the delivery of any other instalment or to withhold payment in respect of any instalment previously delivered.
 - 13.6. Where any sum owed by the Buyer to the Company under this or any other agreement is overdue, the Company shall be entitled to cease work or to delay or cease supply of the Products and/or Services under the Agreement until such sum (together with such interest as

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may be due thereon) is paid and in the event that such default continues for longer than one month, the Company shall be entitled but not bound (without prejudice to any other rights that it may have in respect thereof) to terminate the Agreement forthwith.

- 13.7. The Company reserves the right by giving notice to the Buyer, at any time before the supply of any of the Products and/or Services hereunder, to increase the price for the Products and/or Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company, such as, but not limited to, any alteration to, or the enactment of, any legislation regulations or any other enactment relating to the supply of the Products and/or Services, significant increases to the cost of labour, any change in dates for the supply of the Products and/or Services which dates are requested by the Buyer, any delay caused by any instructions of the Buyer, or any failure of the Buyer to give the Company adequate information or instructions necessary for the supply of the Product and/or Services.

14. Warranties of the Buyer

- 14.1. The Buyer hereby warrants that wherever the Company agrees to receive waste material to recycle on behalf of the Buyer and use in the manufacture of the Company's Products and/or Services any description of the waste to be received or collected by the Company or its servants or agents as set forth in the Agreement is accurate and sufficiently detailed and such waste will be free from contamination or inclusion of substances not fitting the said description.
- 14.2. The Buyer hereby warrants that it shall indemnify the Company against any loss or damage incurred by the Company as a result of the Buyer's breach of clause 14.1.
- 14.3. The Buyer hereby warrants that it shall indemnify the Company against any loss or damage incurred in respect of the Buyer's failure to comply with any instructions for the use or maintenance of the Product(s) as specified by the Company.
- 14.4. Where the Company has agreed to remove Waste, the Buyer hereby warrants that the description of the Waste set forth in the Agreement is accurate and sufficiently detailed to enable the Company to comply with any statutory requirements or regulations applying to the Waste.
- 14.5. The Buyer hereby warrants that it shall indemnify the Company against any loss or damage incurred by the Company as a result of the Buyer's breach of clause 14.4.
- 14.6. The Buyer hereby warrants that it shall indemnify the Company against any loss or damage incurred in respect of the Buyer's failure to comply with any statutory requirement or regulation applying to the Waste.

15. Quality

- 15.1. The Company warrants that (subject to the other provisions of these Conditions) the Products and/or Services will be delivered or carried out with reasonable skill and care. The Company draws the Buyer's attention to clause 3.3 above.
- 15.2. The Company shall not be liable for a breach of the warranty in clause 15.1 unless:
- 15.2.1. the Buyer gives written notice to the Company within 14 days of the time when the Buyer discovers, or ought reasonably to have discovered the defect in the Products and/or Services; and
- 15.2.2. the Company is given a reasonable opportunity after receiving the notice to examine such Products and/or Services.
- 15.3. Subject to clause 15.2, the Company shall, at its option, replace or repair such Products and/or Services or refund the price of such Products and/or Services at the pro rata Agreement rate.
- 15.4. If the Company complies with clause 15.3 it shall have no further liability for a breach of the warranty in condition 15.1 in respect of such breach.

16. Limitation of Liability

- 16.1. The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 16.1.1. any breach of these Terms and Conditions; and
- 16.1.2. any representation, statement or tortious act or omission, including negligence; arising under or in connection with the Agreement.
- 16.2. Other than as expressly set out in the Agreement (including in these Terms and Conditions), all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 16.3. Nothing in these Terms and Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.
- 16.4. THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSE 16.5
- 16.5. Subject to clause 16.3:
- 16.5.1. to the extent that the Company is insured for such a claim, the Company's total public liability arising in connection with the performance or contemplated performance of the Products and/or Services under the Agreement shall be limited to such sum as it receives from its insurers in connection with that claim or the sum of £5,000,000 whichever shall be the lesser;
- 16.5.2. to the extent that the Company is insured for such a claim, the Company's total product liability arising in connection with the performance or contemplated performance of the Products and/or Services under the Agreement shall be limited to such sum as it receives from its insurers in connection with that claim or the sum of £5,000,000 whichever shall be the lesser;
- 16.5.3. except as provided in clauses 16.5.1 and 16.5.2, the Company's total liability arising in connection with the performance or contemplated performance of the Products and/or Services under the Agreement shall be limited to twice the value of the Products and/or Services;
- 16.5.4. for the avoidance of doubt there shall be included in the amounts set out in clauses 16.5.1, 16.5.2 and 16.5.3 all legal and other professional fees, costs and expenses incurred by the Buyer in establishing and presenting any claim against the Company; and
- 16.5.5. the Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.
- 16.6. The price for the Products and/or Services is determined on the basis of the exclusions from, and limitations of, liability contained in these Terms and Conditions. The Buyer expressly agrees that these exclusions and liabilities are reasonable because of (amongst other matters) the likelihood that the amount of damages awardable to the Buyer for a breach by the Company of these Terms and Conditions may otherwise be disproportionately greater than the price for the Products and/or Services. The Company is willing to discuss with the Buyer different exclusions from, and limitations of, liability provided the Buyer is willing to discuss a commensurately higher price for the Products and/or Services.
- 16.7. In the event that the Buyer is a consumer, the Buyer's statutory rights are not adversely affected by these Terms and Conditions.

17. Assignment

- 17.1. The Buyer shall not be entitled to assign the Agreement or any part of it without the prior written consent of the Company.
- 17.2. The Company may assign the Agreement or any part of it to any person, firm or company.

18. Force Majeure

- 18.1. The Company reserves the right to defer the date of delivery or to cancel the Agreement or reduce the volume of the Products and/or Services ordered by the Buyer (without liability to the Buyer) if the Company is prevented from, or delayed in, the carrying on of its business due to circumstances beyond its reasonable control including, without limitation: acts of God; governmental actions; war or national emergency; riot; civil commotion; fire; explosion; flood; epidemic; lock-outs; strikes or other labour disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers; or inability or delay in obtaining supplies of adequate or suitable materials; provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Agreement.

19. General

- 19.1. Where the Buyer hires plant and equipment from the Company, the Company will require the Buyer's agreement to additional terms and conditions relating to such hire.

- 19.2. Each right or remedy of the Company under the Agreement is without prejudice to any other right or remedy of the Company whether under the Agreement or not.
- 19.3. If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
- 19.4. Failure or delay by the Company in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement.
- 19.5. Any waiver by the Company of any breach of, or any default under, any provision of the Agreement by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
- 19.6. The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 19.7. These Terms and Conditions (together with the terms, if any, set out in the Agreement) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 19.8. No term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Agreement

20. Termination

- 20.1. As regards the supply of Products and/or Services on a one-off basis, the Agreement shall terminate once the Products and/or Services have been supplied.
- 20.2. As regards the supply of Products and/or Services on a recurring basis, the Agreement shall run for the minimum period set out in the Agreement. At the end of the minimum period (in the absence of one party giving to the other not less than six months' notice expiring at the end of the minimum period) the Agreement shall continue unless and until one party gives to the other a minimum of six months' notice in writing to terminate the Agreement.
- 20.3. The Company may end the Agreement immediately at any time if the Buyer:
- 20.3.1. is in material breach of the Agreement;
- 20.3.2. does not make any payment due to the Company on time;
- 20.3.3. receives an order against him to wind up his business;
- 20.3.4. has an administrator, administrative receiver or liquidator appointed in respect of some or all of its business or assets;
- 20.3.5. is unable to pay his debts as they fall due or is made bankrupt; or
- 20.3.6. compounds or makes an arrangement with his creditors or has distress levied against any of his goods or assets.
- 20.4. If the Buyer terminates an Agreement for the supply of Products and/or Services on a recurring basis prior to the end of the minimum period, or without giving the required notice, the Buyer must pay to the Company an amount equal to sixty-seven per cent of the standard charge for the Products and/or Services that would otherwise have been provided by the Company.
- 20.5. On termination of the Agreement for any reason, the Buyer must pay to the Company any overdue payments and interest that the Buyer owes to the Company under the Agreement and any costs incurred by the Company in collecting from the Buyer any payments still owed to the Company.

21. Notice

- 21.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.