

TERMS AND CONDITIONS

CONDITIONS OF SALE

EFFECTIVE FROM 1st AUGUST 2010

1. These Conditions of Sale ("the Conditions") shall apply, to the exclusion of all other terms and conditions, to each transaction ("the Contract") for the sale of goods ("the Goods") by Antalis McNaughton Limited ("the Company") to a purchaser of Goods ("the Buyer"), unless otherwise agreed in writing or as provided below.
2. The British Paper and Board Trade Customs 1988 as amended from time to time ("the Customs") shall apply to each Contract, unless inconsistent with the terms of the Contract, in which case the Contract shall apply.
3. The price of the Goods ("the Price") shall be the Company's quoted price and shall be exclusive of VAT, delivery, carriage and insurance. The Company shall be entitled to increase the Price at any time before the Goods are despatched to reflect any increase in the cost to the Company arising from any factor beyond its control or any changes in delivery dates, quantities or specifications requested by the Buyer or any delay caused by the Buyer's failure to provide adequate information or instructions.
4. Unless otherwise agreed, the Buyer shall pay the Price (whether or not formally demanded) on or before the end of the month following the month in which the Goods are delivered. The time of payment of the Price shall be of the essence of the Contract.
5. If the Buyer fails to make any payment when due then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
 - (a) cancel the Contract or suspend any further deliveries to the Buyer;
 - (b) charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 4% per annum above HSBC Bank PLC base rate from time to time until payment in full is made, such interest to be compounded at quarterly intervals;
 - (c) withdraw all credit facilities extended to the Buyer and require immediate payment of any and all outstanding invoices issued by the Company to the Buyer whether or not they are due for payment;
 - (d) cancel and withdraw any trade discount allowed to the Buyer on the Price.
6. Any date quoted for delivery of the Goods shall be approximate only and the Company shall not be liable for any delay in the delivery of the Goods whatsoever. Delivery shall be made to the address agreed with the Company.
7. If the Buyer fails to take delivery of the Goods or fails to give adequate delivery instructions to the Company then, without prejudice to any other right or remedy available to the Company, the Company may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and after a period of 7 days sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer the amount of any shortfall.
8. Risk of damage to, or loss of, the Goods shall pass to the Buyer on delivery or, if the Buyer wrongfully fails to take delivery, at the time when delivery is tendered. The property in the Goods shall not pass to the Buyer until the Company has received payment in full of the Price and of the Price of all other Goods agreed to be sold by the Company to the Buyer for which payment is then due.
9. Until property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee, shall keep the Goods separate from those of the Buyer and third parties, keep the Goods properly stored, protected and insured and identified as the Company's property and the Buyer shall not pledge or charge the Goods by way of security or otherwise. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. The Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so, to enter upon any premises of the Buyer or of any third party where the Goods are stored and repossess the Goods. Any breach of this clause by the Buyer shall cause all monies owing to the Company to become immediately due and payable.
10. If the Buyer makes any voluntary arrangement with its creditors, becomes subject to an Administration Order, or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a Receiver is appointed of any of the property or assets of the Buyer, or the Buyer ceases or threatens to cease to carry on business or the Company reasonably apprehends that any of the events mentioned in this clause is about to occur (and notifies the Buyer accordingly) then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries without any liability on the part of the Company and, if the Goods have been delivered but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
11. (a) Subject as provided below the Company warrants that the Goods will correspond to their specification at the time of delivery and shall be free from defects in materials and workmanship. All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
 - (b) Except in respect of death or personal injury caused by the Company's negligence, the Company's entire liability under each Contract shall be limited to the Price attributable to the Goods which are the subject of the claim. The Company shall not be liable to the Buyer for any consequential or special loss or damage (whether for loss of income, profit or otherwise), costs, expenses or other claims for compensation which arise out of, or in connection with, the supply of the Goods or their use or resale by the Buyer.
 - (c) Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification or non or incorrect delivery shall (whether or not delivery is refused by the Buyer) be notified to the Company within 7 days from the date of delivery or (where there is non or incorrect delivery or the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.
 - (d) Where any valid claim is notified to the Company, the Company shall be entitled to repair or replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, grant credit to or refund to the Buyer the Price of the Goods (or a proportionate part of the Price), but the Company shall have no further liability to the Buyer.
 - (e) The Company shall not be liable to the Buyer or in breach of contract where performance of its obligations is prevented, frustrated or impeded as a result of any act of God, war, or civil disturbance, strikes or other industrial action, government or other authority, laws, regulations or orders, national emergencies, lockout, fire, flood, draught, tempest, import or export restrictions, power failure, difficulty in obtaining materials or Goods or any other cause beyond the control of the Company.
12. (a) Each Contract shall only confer rights and benefits on the Buyer and no third party shall acquire rights or benefits under the Contract or these Conditions.
 - (b) The Company is a subsidiary of Antalis Group Limited. Accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other company which is a subsidiary of Antalis Group Limited, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.
 - (c) Any notice given under these Conditions shall be in writing addressed to the registered office or principal place of business of the addressee or such other address as may at the relevant time have been notified as the correct address.
 - (d) No waiver by the Company of any breach of the Contract by the Buyer shall be considered as waiver of any subsequent breach of the same or any other provision.
 - (e) The Conditions and each Contract shall be governed by and construed in accordance with the laws of England.