

## **General Terms and Conditions of Sale and Delivery of Coveris Flexibles UK Limited**

### **1. General and Scope of Application**

1.1. These general terms and conditions (hereinafter "General Terms") shall govern the sale of goods (hereinafter "Goods") by Coveris Flexibles UK Limited (hereinafter "Seller") to its customers (hereinafter "Buyer"). The Buyer shall be deemed to accept these General Terms by ordering any Goods unless specifically otherwise agreed in writing between Seller and Buyer.

1.2. Any differing, conflicting or supplementary provisions and conditions of the Buyer including but not limited to any provision emanating from standard terms and conditions routinely proffered or employed by a buyer in the course of its business or profession that a buyer invokes, proffers, or purports to bring into effect as governing a contract between the parties) shall not become part of a contract, unless expressly agreed to by the Seller in writing.

### **2. Offer, information and conclusion of contract**

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. An offer is only binding upon the Seller once the Seller has expressly agreed to it in writing. All oral or written data, drawings, descriptive matter, specifications, advertising and other information, whether contained in data sheets, catalogues, brochures or otherwise, is deemed to be indicative only and are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and shall not form part of a contract or otherwise be binding on the parties.

This shall also apply to any samples and the like which have been provided.

2.2. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.3. The acts of placing an order, accepting delivery and paying for delivery shall each be binding on the Buyer.

2.4. A contract will only become binding upon the Seller once an order is confirmed by the Seller in writing. Once an order is accepted by the Seller, such order cannot be deferred, modified or cancelled by the Buyer except with the written agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by the Seller in the performance of the contract or as a result of such cancellation. Oral agreements and amendments must be confirmed by the Seller in writing to be binding and effective.

### **3. Prices, terms of payment and default**

3.1. Unless otherwise agreed, prices are inclusive of mainland UK delivery. The Buyer shall bear any applicable statutory value added tax, additional packaging and transport costs, expenses, fees, levies, and other taxes and customs duties which are incurred in connection with deliveries.

3.2. The prices displayed in the Seller's offers are calculated based on prior raw material prices and production costs. The Seller reserves the right, by giving written notice to the

Buyer at any time before delivery, to increase prices in accordance with any cost increases that have occurred.

3.3. The Buyer shall make payment in full without any deductions by direct transfer to the Seller's nominated bank account within 30 days of the date appearing on the issued invoice.

3.4. In the event of late or non-payment, the Seller shall, in addition to its rights under Clause 3.6 hereunder, be entitled to:

- charge interest on the outstanding amount at the rate of 8% per annum above Barclays Bank plc's base rate from time to time, accruing daily; and the Buyer shall be obliged to indemnify the Seller for any costs which it incurs appropriately in collecting the debt in a reasonable manner. The Seller may demand higher interest rates, if the Seller incurs them itself; and/or
- terminate the respective contract; and/or
- suspend any further deliveries to the Buyer or the Buyer's nominated third party.

3.5. The Buyer may not set-off, counterclaim make any deduction or withholding (except for any deduction or withholding required by law), unless acknowledged by the Seller in writing or they have been legally established. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owed to it by the Buyer against any amount payable by the Seller to the Buyer.

3.6. The Seller may, at its sole discretion, require the Buyer to pay for deliveries in advance or provide suitable security even if this has not previously been agreed between the parties, in particular, if the Buyer has defaulted in payment or the Buyer's financial circumstances have deteriorated. The Buyer shall bear all costs incurred in this respect.

#### **4. Delivery and time of delivery**

4.1. Unless otherwise agreed in writing, for mainland UK deliveries the delivery terms are DAP (Delivered at Place). Unless otherwise

agreed, for deliveries outside mainland UK the incoterm ex works is applicable.

4.2. If the Seller undertakes shipment, the Seller shall determine the method of shipment. The Seller will not take out transport insurance, except on the Buyer's express instructions and at the Buyer's expense.

4.3. If the Buyer defaults or breaches its obligations to co-operate in its area of responsibility, the Buyer shall bear the risk from the time the Seller notifies its readiness to deliver. If the Buyer fails to accept delivery, the Seller shall be entitled, without prejudice to its other rights, to invoice any storage, insurance or other costs which the Seller incurs and to dispose of the Goods at the Seller's own discretion after the Seller has granted a grace period and such period has expired without success.

4.4. If the Seller has agreed to store finished Goods belonging to the Buyer and the Buyer fails to retrieve them on time, the Seller shall be entitled to invoice for, and to deliver, the stored Goods immediately.

4.5. Time for delivery of the Goods shall not be of the essence of a contract and any delivery dates and periods specified by the Seller are non-binding guidelines, unless expressly stated otherwise by the Seller in writing. If the Seller exceeds any expressly binding deadline without justification, the Buyer shall grant the Seller a reasonable grace period.

4.6. The Seller may deliver by instalments and is entitled to make partial deliveries if this is reasonable for the Buyer. Where delivery of the Goods is done by instalments, each delivery shall constitute a separate contract, which shall be invoiced and paid for separately.

4.7. The Buyer is obliged to accept deliveries which are up to 10% in excess or short and the Seller will invoice the Buyer accordingly. Such differences in quantity will not constitute a defect and will not give the Buyer any rights or remedies.

4.8. Unless otherwise agreed, the Buyer undertakes to accept individual orders in a single delivery immediately after production.

4.9. If the Seller stores primary material in an appropriate manner for performing deliveries and this is no longer processed at the end of the contractual relationship, or there is a risk of its storage life being exceeded, the Seller will endeavour to use it elsewhere. Failing this, the Seller will invoice the Buyer for the primary material accordingly.

## **5. Warranty and liability**

5.1. The Seller only warrants that, at the time of delivery, the Goods comply with (i) the agreed specifications and (ii) the statutory regulations.

5.2. The Seller shall not accept any liability to the Buyer except as set out in these General Terms.

5.3. The Seller shall be liable and gives a warranty that the Goods will be fit for purpose commonly used for a period of six (6) months from delivery to the Buyer or a period corresponding to the durability of the Goods, whichever is shorter, provided that the Goods are stored in accordance with good industry practice which is in a dry state at ambient temperature.

5.4. The Buyer is obliged to examine each delivery immediately upon receipt. The Buyer must notify obvious defects (including transport damage), incompleteness of the Goods or other discrepancies from the order confirmation in writing within 72 hours of receipt of the delivery, stating the defects, shortage or other discrepancies and including the delivery note number and corresponding invoice number and noting the issue on the delivery documents.

5.5. The Buyer must notify hidden defects (including defects occurring during manufacture) immediately upon discovery, and it is assumed that hidden defects are usually detectable within 30 days of receipt, unless the

Buyer can prove that it could not reasonably have been expected to detect the defects within that period. The Seller may require the Buyer to return samples of defective Goods to the Seller. If the Buyer does not comply with these provisions, the Buyer shall not be entitled to reject the Goods and the Seller shall not be liable for their defects or any incompleteness.

5.6. In the event of defects for which the Seller is liable, the Seller shall, at its exclusive discretion, either make good defects that, under proper use, appear in the Goods by the provision of a replacement or by rework or provide a refund of the price paid or appropriate price reduction for the Goods affected, provided that (i) the Buyer notifies the Seller in writing of the claimed defects within 5 days on their appearance; and (ii) the Seller is satisfied that the defects arise solely from faulty design (other than a design made, furnished or specified by the Buyer for which the Seller has disclaimed responsibility in writing), materials or workmanship; and (iii) the Goods claimed to be defective are returned to the Seller. The replaced or reworked Goods will be delivered to the Buyer at the original place of delivery, but otherwise subject to the provisions of these General Terms. The Buyer is only entitled to a price reduction if the Seller refuses to replace or rework, or if this is impossible or unacceptable for the Buyer.

5.7. The Seller shall not be liable for minor differences from the agreed specifications, if it would be reasonable for the Buyer to accept them. Unavoidable, especially technically caused, differences in colour tones, printing position and printing, or in quality and dimensions, will not, so long as they are customary in the trade, entitle the Buyer to complain. Nor shall the Seller be liable for damages which are directly or indirectly attributable to the Buyer's instructions or specifications, the Buyer's improper handling of the Goods or its modification of the Goods. The Seller is not obliged to inform the Buyer of the unsuitability of the Buyer's instructions or specifications.

5.8. Correction proofs and all drafts must be checked by the Buyer for any errors (e.g. regarding print position, pattern repeats and dimensions) and declared ready for printing. The Seller is not liable for any errors which the Buyer overlooks. The Buyer assumes all responsibility for ensuring that any proofs and/or samples accurately reflect the intended design and function of the Goods. The Seller shall not be liable to the Buyer if the Buyer fails to notify the Seller of any inaccuracy in such proofs and/or samples prior to the production of the Goods by the Seller. Changes made by telephone must be confirmed in writing to be binding.

5.9. The Seller shall not incur or accept any liability concerning any representation made by the Seller (or made on the Seller's behalf) to the Buyer (or any person acting on behalf of the Buyer) prior to the making of a contract where such representation was made or given in relation to these General Terms.

5.10. All terms, conditions or warranties implied by statutory or common law relating to the Conditions defined in Clause 5.11 below are excluded to the fullest extent permitted by law.

5.11. The Conditions shall mean:

- the quality of the Goods; and/or
- the fitness of the Goods for any purpose(s) whatsoever (whether made known to the Seller or not).

5.12. Nothing in these General Terms shall limit the Seller's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- defective products under the Consumer Protection Act 1987.

5.13. Subject to Clause 5.12 the Seller shall not be liable to the Buyer for any economic loss, loss of profit, loss of business, depletion of goodwill, any indirect or consequential loss, or any claims for consequential compensation whatsoever which arise out of or in connection with a contract concluded on the basis of these General Terms.

5.14. Subject to Clause 5.12 the Seller's total liability to the Buyer including in respect of any tort (including negligence), breach of contract, misrepresentation, breach of statutory duty, or otherwise shall be limited to the net price for the Goods invoiced to the Buyer.

## **6. Force majeure**

6.1. The Seller shall not be liable for or be deemed to be in breach of a contract for any delays and failures in the performance of a contract which result from circumstances beyond its reasonable control ("force majeure"). Such circumstances include strikes, lockouts, shortages in supplies of materials or utilities, interruption or disruption to supplies of utilities, lack of means of transport and similar events or circumstances.

6.2. This shall also apply if suppliers of the Seller are affected by an event of force majeure. If an event of force majeure occurs during an already existing delay on the Seller's part, any grace period which has been given to the Seller shall expire only after the event of force majeure has ended.

6.3. The Seller shall inform the Buyer as soon as possible when such circumstances cause or can reasonably be expected to cause or threaten a delay, revision or failure in performance and when any such circumstance ceases to do so.

## **7. Retention of title**

7.1. Goods delivered by the Seller will remain the Seller's property until the Seller has received in full all sums due to it in respect of

the Goods and all other sums which are or will become due to the Seller.

7.2. The Buyer shall as far as practicable keep the delivered Goods separate from other goods on the premises of the Buyer so as to be readily identifiable as the property of the Seller and must keep them properly stored, protected and insured against all usual risks and hold any proceeds of insurance on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

7.3. If the Buyer processes the delivered Goods, it will be deemed to have been done on the Seller's behalf, without this creating any obligations for the Seller.

7.4. The Buyer is entitled to use and sell the Goods in the ordinary course of its business.

7.5. All claims arising from such a sale are hereby assigned to the Seller in advance and the Seller undertakes to meet all publicity requirements which are necessary to enforce this assignment.

7.6. If the Buyer is in arrears with a payment, after taking a grace period of ten working days into account, the Seller shall be entitled to demand the return of the delivered Goods. The Seller shall be entitled to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so immediately, to enter the premises of or under the control of the Buyer where the Goods are stored and repossess the Goods and the Buyer shall be deemed to have granted the Seller permission to do so.

## **8. Tools, drafts, data, samples and third-party property rights**

8.1. Any printing plates, tools, drafts, digital data and the like which the Seller produces shall remain the Seller's property, even if the Buyer makes a financial contribution to their production. The Seller may delete and destroy artwork printing plates and cylinders 12 months after printing the first order, if no follow-up order has been placed since then.

8.2. The Seller may charge material, labour and manufacturing costs for drafts, sketches, reproductions, etchings, printing plates, proofs, mock-ups, and other preliminary work which the Seller has produced, even if no order was placed. The right of reproduction is not transferred to the Buyer upon payment of invoiced costs or works.

8.3. The Buyer is solely responsible for obtaining intellectual property rights to the commissioned design of the Goods as well as to all printed content, drafts and finished samples, drawings etc. The Buyer shall indemnify the Seller against and hold the Seller harmless from any and all claims, costs, damages and expenses (including legal fees) arising out of any actual or alleged infringement of any third party's rights.

8.4. The Buyer shall notify the Seller of any claim made or action brought or threatened referring to the infringement of the rights of any third party and the Seller shall have control and shall conduct any such proceedings in the matter it shall determine.

8.5. Without prejudice to the above, the intellectual property rights in any product development, including but not limited to any specifications developed by the Seller, and any samples, design rolls, designs, etc, shall remain the Seller's exclusive property.

## **9. Confidentiality**

9.1. The Buyer may, in connection with an order or the contractual relationship, obtain confidential information which is the Seller's property and the Buyer shall keep all such information in the strictest confidence.

9.2. However, this obligation shall not apply to confidential information (i) which the Buyer may prove having been in the possession prior to the first receipt from the Seller; (ii) which becomes a matter of public knowledge without a breach of this confidential obligation; or (iii) which the Buyer may prove having been

obtained from a third party under circumstances permitting its disclosure to others.

9.3. Confidential information shall not be passed on to third parties or used without the Seller's written consent.

9.4. Without prejudice to the above, the Buyer's obligation to maintain confidentiality and not to use the Seller's trade and business secrets and manufacturing know-how shall not end upon termination of the contractual relationship between the parties.

## **10. Termination**

10.1. Without prejudice to any other right or remedy under these General Terms, the Seller may terminate a contract with immediate effect by giving notice to the Buyer if:

- the Buyer commits a breach of any term of a contract between the Seller and the Buyer and (if such breach is remediable) and fails to remedy that breach within a period of 7 days after being notified to do so; or
- the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due; or
- the Buyer commences negotiations with all or any class of its creditors with a view of rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer; or
- an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Buyer; or
- the Buyer is the subject of a bankruptcy petition or order; or

- the Buyer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

## **11. Severability, Assignment and Waiver**

11.1. If any provision in these General Terms, or any provision within the framework of other agreements or contracts, is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by another provision which comes as close as possible to the economic and legal result of the invalid provision.

11.2. Each of the Seller's contractual obligations can be fulfilled by another Coveris Group company which has the appropriate qualifications.

11.3. The Buyer may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer its rights or obligations without the Seller's prior written consent.

11.4. No inaction, omission, failure or delay by the Seller in exercising or securing the enforcement or validity of any right, power, privilege or demand arising under or in connection with any contract subject to these General Terms, and no single or partial exercise of any such right, power, privilege or demand shall impair the existence, operation, content, effect and enforcement of the said right, power, privilege or demand, or operate as a waiver of it.

## **12. Applicable law and other provisions**

12.1. These General Terms and the supply relationship between the parties shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

12.2. No amendment to or variation of these General Terms shall be binding unless expressly agreed in writing.

12.3. The Buyer shall comply with all applicable laws, statutes and regulations including those relating to anti-bribery and anti-corruption, (including but not limited to the Bribery Act 2010, and not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom) and the Modern Slavery Act 2015 (as amended).

12.4. For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend any person other than the Seller or Buyer to be able to enforce any term of a contract (save where may be expressly stated otherwise).

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