

STANDARD TERMS AND CONDITIONS OF SALE

1. Quotations:

- (a) Unless otherwise stated on the face of the company's quotation, all prices are:
 - (i) Open for acceptance for fourteen (14) days only.
 - (ii) Based on current labour and material costs, and any variation to these, or to specification, shall be to the customer's account.
 - (iii) Calculated on the basis of all goods ordered being delivered in one shipment and
 - (iv) Subject to the additions of whatever rate of value added tax may be applicable at the date of invoicing.
- (b) The costs of artwork preparation, including and alternations thereto, original blanks, photographic negatives, positives or proofs, and any applicable taxes may be an extra charge and such items will remain at all times the property of the company.
- (c) The company reserves the right to vary materials used provided the performance of the box is not reduced.

2. Acceptance:

The placing of an order as a result of this quotation is a full acceptance of the terms and conditions as stated herein and implied, notwithstanding any inconsistencies which may be introduced by the terms and conditions contained in the customer's order.

3. Quantity Delivered:

Every endeavour will be made to deliver the exact quantity ordered. The company's processes do not always allow this and, unless otherwise stated, orders are conditional upon a margin of 10% for overs or shortage, with the same to be charged for or deducted on a pro rata basis.

4. Delivery:

- (a) The company reserves the right to supply by instalments. Each instalment is deemed to be sold under a separate contract and will be separately invoiced for payment upon the company's usual terms. Failure of any one delivery shall not invalidate the contract as to other deliveries.
- (b) Unless otherwise expressly agreed any completion or delivery date given by the company is an estimate only made under current conditions, it shall not be or become a term of the contract or any contract thereto, and is given without legal commitment. The company shall not be liable for any warranty or representation which may have been made in the course of negotiation to a completion or delivery date and not times quoted, specified or agreed for delivery or for the performance of any other obligation of the company shall be the essence of the contract.
- (c) Any goods not taken on the agreed delivery date are to be paid for in full within (30) days from that date unless other arrangements have been made and confirmed in writing. Such goods remaining in the company's stores under these circumstances will be at the buyer's risk and may be subject to a storage charge.
- (d) Should delivery or work be required sooner than the normal time requisite for its proper production every effort will be made to secure freedom from defects, but reasonable allowance must be made by the customer in such cases. Should such delivery necessitate overtime being worked, or other additional costs being incurred a charge may be made to cover the increased cost.
- (e) Failure by the customer to pay for any instalment or delivery when payment is due shall entitle the company to withhold further deliveries.
- (f) Unless otherwise expressly agreed in writing, delivery shall take place at the premises of the customer or at such other site as may be nominated by the customer at the time of quotation.
- (g) The customer shall be responsible for providing labour and facilities at the delivery point for the unloading of goods and shall indemnify the company against all claims whatsoever arising from such unloading operations.
- (h) When it is agreed that the customer will make transport arrangements it will do so as the customer's agent and at the customer's risk.
- (i) Failure to accept deliveries when due may result in additional transport or storage charges.

5. Terms:

Unless otherwise specified on the quotation all invoices and account are due thirty (30) days after date of invoice. In the case of the first transaction, satisfactory references are to be given or cash payment will be required.

6. Liability – Usage of Goods:

- (a) No warranty is given that work done or goods supplied are, or is suitable in size, capacity, quality or otherwise for the customer's purpose, nor shall the company be liable for damage because of negligence or otherwise resulting from their unsuitability for any purpose, not for any loss resulting from the third party claims occasioned by error or negligence in carrying out work or by delay in delivery.
- (b) No warranty is given by the company or responsibility accepted by it that goods sold comply with the requirements of any legislation to either the making and / or labelling and / or packaging of goods. Compliance with the requirements of such legislation shall be the sole responsibility of the customer.

7. Liability – General Limitation:

- (a) Without prejudice to the effect or operation of any other Clause the aggregate liability of the company to the customer for any loss or damage whatsoever nature arising out of any breaches of the contract shall be limited to and shall not exceed a sum equal to:
 - (i) in the case of a contract within the definition contained in section 26 of the Unfair Contract Terms Act 1977 the contract price of the goods; or
 - (ii) in the case of any other contract twice the contract price of the goods.
- (b) Where the company is requested to supply packaging or material with a machine readable symbol printed thereon in accordance with the Operating Manual for article numbering approved for the time being by the Article Numbering Association (U.K.) Ltd. ("A.N.A.") Operating Manual and provided in A.N.A. procedures are strictly complied with the company shall have no liability for consequent loss arising therefrom to the customer or to any third party if the symbol proves not to be machine readable.

8. Cancelling of Order:

An order cannot be cancelled except upon terms which will compensate the company for all work done and materials used or specially procured to the date of cancelling and expenses, including overheads and handling charges incurred to the date of cancellation.

9. Suspension of Work:

The suspension by the customer of any work for a period of thirty (30) days shall entitle the company to payment in full for the portion of work completed.

10. Default of the customer

If the customer makes default in payment or commits an act of bankruptcy or being an incorporated company, passes a resolution for winding up, except for the purpose of reconstruction, or a Court makes an order to that effect, the company reserves the right to withdraw or cancel the order (so far as it remains unperformed) in all or in part, without liability on the part of the company.

11. Claims:

Any claims shall be made, in writing, within seven (7) days of receipt of the goods by the customer. Claims not made by the customer within that period shall be deemed to be waived. No claim in respect of goods damaged in transit will be valid if the carrier has been given a receipt signed without comment or objection by the customer or his agent, or if the company has been given a clean receipt by the customer's nominated carrier.

12. Pallets:

The company at all times retains the right of possession of any pallets used for delivery of goods. To facilitate this procedure:

- (a) pallets may be exchanged on a one for one basis; and / or
- (b) transfer of hire can be arranged ; or
- (c) a deposit will be charged to your account and the said deposit will be refunded upon return of the pallet to an agreed location.

13. Variation Or Waivers:

These terms and conditions shall govern any contract unless expressly waived or varied in writing, but so as not to release the customer from any obligations herein.

14. Ownership:

- (a) Until payment in full by the customer the goods shall remain the property of the company but the risk therein and all liability to third parties in respect thereof shall pass to the customer on delivery
- (b) Goods supplied by or on behalf of a customer will be held at the customer's risk. The company will not be responsible for their insurance or loss.

15. Patents and Designs:

- (a) In consideration of the company accepting an order the customer warrants that patent copyright, trademark or design is infringed and the customer holds safe and indemnities the company against all costs or expenses incurred by the company arising from any claims by a third party of infringement of its rights.
- (b) All technical information, advice, knowledge, drawings, designs and samples (and copyright therein) are submitted by the company who will not make any use of such items without the company's consent in writing, and the company will be entitled to compensation for any unauthorised use of such information.

16. Experimental Orders:

Preliminary work and / or work produced in an experimental way at a customer's request will be considered an order and may be charged to the customer's account.

17. Force Majeure:

Every effort will be made to carry out any contract based on a quotation, but the due performance of it is subject to variation or cancellation owing to an Act of God, internal disturbance, war, strikes, lockouts, fire, flood, riot, theft, force Majeure or any other causes beyond the company's control or owing to an inability to produce materials or articles except at increased prices due to any of the above, but the customer will remain liable for payment for work done to the date of cancellation.

18. Arbitration:

All disputes, differences or questions arising at any time between the parties as to the construction of the contract or in connection therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or failing such agreement shall be appointed at the request of either party by the President for the time being of the Law Society. The arbitration shall be in accordance with the Arbitration Act 1960 or any statutory modification or re-enactment thereof for the time being in force.

19. Law:

These conditions and any contract of which they form part shall be governed by and construed in accordance with English Law. The Uniform Laws on International Sales Act 1976 shall not apply.

Data Protection:

To ensure compliance with the General Data Protection Regulations (GDPR) which came in to effect on 25th May 2018, Smurfit Kappa will ensure that all personal data that we hold to for fill our business relationship will be held securely and accurately. For full details of the information that is held please visit our website <https://www.smurfitkappa.com/privacy-statement>, where you can find our full Data Protection policy.