

**IMPORTANT****CONDITIONS OF SALE**

**THESE CONDITIONS CONTAIN PROVISIONS WHICH DEFINE THE CONTRACTUAL OBLIGATIONS OF THE COMPANY AS TO PRICE AND PERFORMANCE AND WHICH LIMIT THE AUTHORITY OF EMPLOYEES OR AGENTS OF THE COMPANY TO MAKE STATEMENTS AND REPRESENTATIONS. YOU ACCEPT THAT THESE CONDITIONS SHALL APPLY TO THE SUPPLY OF ANY GOODS OR PROVISION OF ANY SERVICES BY THE COMPANY.**

**1. INTERPRETATION****1.1 In these Conditions:**

“the Company” means Jointine Products (Lincoln) Limited (Company Registration Number: 3839929);

“Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed between the Company and the Customer in accordance with condition 2.1.

“Contract” means any contract for Goods to the Customer;

“Customer” means the person who has requested the Goods;

“Goods” means goods or any part thereof to be supplied or produced by the Company for the Customer;

Insolvency means:-

- (i) in the case of an individual Customer, an application for an interim order under section 253 of the Insolvency Act 1985 or the presentation of a bankruptcy petition;
- (ii) in the case of a corporate Customer, an application for an Administration Order; the appointment of a Nominee under section 2 of the Insolvency Act 1986; or the proposal of any resolution or the presentation of any petition for the winding up of the Customer (other than for the purposes of a bona fide solvent reconstruction or amalgamation);
- (iii) in any case, the appointment of a receiver or a receiver and manager of all or any part of the Customer's assets; any distress or execution being levied on the Customer or the Customer entering into any negotiations for any arrangement or composition with creditors or the Customer being deemed unable to pay its debts as they fall due; and Insolvent shall be construed accordingly.

1.2 The headings shall not affect the construction of these Conditions.

1.3 In these Conditions the singular shall include the plural and vice-versa; and references to persons shall include bodies corporate, partnerships and unincorporated associations.

**2. GENERAL**

2.1 These Conditions shall apply to all Goods supplied or provided for the Customer and no variation or abrogation of any kind whatsoever shall be effective unless it is evidenced in writing, signed by a duly authorised officer of the Company and containing a specific reference to these Conditions being varied or abrogated.

2.2 The giving by the Customer of any instruction for Goods or the acceptance by the Customer of delivery of the Goods or any conduct by the Customer in confirmation of a transaction shall constitute unqualified acceptance by the Customer of these Conditions, and any order placed by the Customer for Goods shall, notwithstanding that it may be expressed to be subject to certain terms and conditions, be deemed to have been placed subject to these Conditions and any acceptance by the Company of such an order shall be on and subject to these Conditions.

2.3 All specifications, technical data and other information in the Company's catalogues, trade literature and other published matter are of a generally informative nature only and none of them form part of or are intended to form part of any Contract or give rise to any independent or collateral liability of whatsoever nature on the part of the Company.

**3. PRICE**

3.1 The Company shall be entitled to bring an action for the price whether or not the title to the Goods has passed.

3.2 Unless fixed prices have been specifically agreed by the Company in writing, notwithstanding any quotation or price list all prices are subject to alteration and Goods will be invoiced at the Company's prices ruling at the date of despatch.

3.3 The Company shall be entitled to charge the amount of any purchase tax, value added tax or other tax levied on the Goods whether or not included on the quotation or invoice.

**4. DELIVERY OF GOODS**

4.1 Unless otherwise agreed in writing by the Company, the price excludes the cost of delivery to the address specified in the Customer's order.

4.2 The Customer shall be deemed to have accepted the Goods upon their delivery.

4.3 Any length of time or any date named or accepted by the Company for delivery of the Goods is an estimate only.

4.4 The Company shall not be under any liability for any failure to perform any of its obligations under a Contract due to an act of God, war, riots, strikes and trade disputes (including by and with the Company's own employees), lock outs, fires, breakdowns, mechanical failures, disruption of energy supplies, interruption of transport, Government action or any other cause whatsoever outside the Company's control which affects the Company's business whether or not of like nature to those specified above.

4.5 Delivery to a carrier for the purpose of transmission to the Customer shall be deemed for all purposes of the contract to constitute delivery to the Customer. Section 32(2) and (3) Sale of Goods Act 1979 shall not apply.

4.6 Where the Contract involves more than one delivery, if default is made on payment on the due date in respect of any one delivery, the Company shall at its option and without prejudice to any rights of the Company may have hereunder or otherwise be entitled to treat the Contract as repudiated and to claim damages accordingly.

4.7 Each delivery will constitute a separate Contract and any failure or defect in any one delivery will not vitiate the Contract as to the remaining deliveries.

4.8 Any complaint of short delivery or of Goods damaged in transit must be notified within 24 hours of receipt of Goods and confirmed in writing at that time by the Customer to the Company. If the Customer shall fail to give such notification and confirmation, the Customer shall be bound to accept the Goods delivered and pay for such Goods in full.

4.9 The Goods are at the Customer's risk from delivery and Section 20(2) Sale of Goods Act 1979 shall not apply.

4.10 Unless otherwise agreed by the Company in writing, packing cases, packaging materials and the like are not included in the Contract price. The manner of packing shall be at the Company's discretion. No liability shall be accepted for failure to pack to any particular standard or against any particular risk.

**5. PAYMENT OF THE PRICE**

5.1 Payment shall be made not later than the last day of the month following the month of invoice. Payment shall be made in full without any deduction, set off or abatement on any grounds.

5.2 Where only part of the Contract Goods are delivered payment shall be made of the Contract price attributable to that part.

5.3 In the event of any delay or delays in despatch or delivery of Goods which are attributable to the Customer's actions or failure to act, the Customer must make payment to the Company in accordance with the above as if the Goods had been delivered at the times at which but for such delay or delays such delivery would have taken place. Any extra costs incurred as a result of such delay or delays will be added to the Contract price and will be payable by the Customer.

5.4 Time for payment shall be of the essence and, if the Customer shall fail to pay for the Goods when due the Company shall be entitled (as well before as after judgement) to interest on the outstanding amount at a rate per annum of 3% per cent above the base rate of HSBC Bank from time to time until the price is paid in full and in addition, but without prejudice to such right and all other rights and remedies, if the Customer shall fail to pay for the Goods when due the Company may treat the Contract as repudiated by the Customer or may suspend the performance of the Contract until overdue sums have been paid.

**6. TRANSFER OF TITLE TO THE GOODS**

6.1 Title to the Goods shall remain in the Company until full payment of all monies due from the Customer to the Company under this or any other Contract has been made, or title is properly vested in some other person by the operation of any statute. Until the title passes, the Customer must store the Goods in such a way that they are easily identifiable as belonging to the Company.

6.2 Until title of the goods has passed to the Customer it may not re-sell any Goods in its possession other than with the express permission of the Company. Where permission is given and has not been withdrawn or return of the Goods demanded, the Customer (acting on its own account and not as agent of the Company) may agree to re-sell any Goods in its possession in the ordinary course of trading notwithstanding that the property in the Goods has not then passed to it. In the event of the Customer's Insolvency any permission given under this Condition 6.2 shall be automatically cancelled and the Customer and/or any Insolvency Practitioner acting on the Customer's behalf shall return the goods forthwith to the Company.

6.3 The Company may while the owner of the goods (and without prejudice to any other rights it may have under or by virtue of the Contract) demand the immediate return of the Goods at any time and the Customer shall forthwith comply with such demand and bear the expenses for such return.

6.4 If the Customer fails to return the goods so demanded by the Company, the Company or its successors in title to the Goods and their respective employees and agents may enter onto the Customer's premises (with or without vehicles) during normal business hours for the purpose of removing the Goods (the cost of which shall be borne by the Customer) or may sell or otherwise deal with the Goods.

**7. FAILURE TO SUPPLY OR SUPPLY OF WRONG OR DEFECTIVE GOODS**

7.1 The Customer is relying on its own skill and judgement in relation to the Goods irrespective of any knowledge which the Company or its servants or agents may possess or any representation the Company or its servants or agents may have made, as to the purpose for which the goods are supplied or their suitability.

7.2 The obligations of the Company under the Contract are limited such that in the event of any failure to deliver the Goods or any defect in, failure of, deviation from description, design or specification or unsuitability for any purpose of, the Goods or any part thereof (whatever the degree of defect, failure, deviation or unsuitability) or in the event of any delivery by the Company of articles which are not the Goods requested (whether the same be due to any act, omission, negligence or wilful default of the Company or its servants or agents, or to faulty design, workmanship or materials or to any other cause whatsoever) the Company shall only be obliged at its option either to refund the price (if already paid) attributable to the faulty, undelivered or unsupplied Goods or to repair the faulty Goods or to supply the undelivered Goods without charge and all conditions, warranties or other terms, whether expressed or implied, statutory or otherwise, inconsistent with the provisions of this Condition, are hereby expressly excluded.

7.3 Notwithstanding Condition 7.2 the Company shall not be liable for any failure to deliver the Goods or for any defects in the Goods unless the same is notified to the Company within a period of 30 days commencing on the date of delivery or performance or, in the case of non-delivery or non-performance, 30 days commencing on the estimated date for delivery of the Goods. The notice to the Company must specify, in the case of non-delivery or non-performance, the date on which delivery or performance should have taken place, or, in the case of defect, the nature of the defect and when it occurred.

7.4 Without prejudice to Condition 7.5 and notwithstanding anything contained in these Conditions (other than Condition 7.5), in no circumstances shall the Company be liable, in contract, tort (including negligence or breach of statutory duty), or otherwise howsoever and whatever the cause thereof, (i) for any economic loss of any kind whatsoever, including loss of profit, business, contracts, revenues or anticipated savings, or (ii) for damage to the Customer's reputation or goodwill or (iii) for any loss resulting from any claim made by a third party or (iv) for any special indirect or consequential damage or loss of any nature whatsoever, even if the Company has been advised of such a loss or damage.

7.5 Nothing in these Conditions shall exclude or limit the Company's liability to a natural person for death or personal injury caused to that person by the Company's negligence.

**8. REPRESENTATIONS**

The Company shall incur no liability to the Customer for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of the Company prior to the Contract, whether orally or in any letter, document or sales literature, and the Customer shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

**9. INDEMNITY**

The Customer shall keep the Company and all its employees and agents indemnified from and against all costs, claims, demands, expenses, fines, penalties and all liability whatsoever which may be made against the Company, its employees or agents or which the Company, its employees or agents may sustain, pay or incur:

9.1 as a direct or indirect result of the Customer's breach of contract, negligence, breach of statutory duty or other act or omission:

9.2 in respect of any claim brought against the Company by any third party arising out of or in connection with the production, sale or use of the Goods or performance of the contract.

**10. BREACH AND CUSTOMER'S INSOLVENCY**

In the event that the Customer shall:

10.1 default in or commit any breach of any of its obligations (whether under these Conditions or otherwise) to the Company; or

10.2 become insolvent:

then the Company shall be entitled to determine forthwith any Contract then subsisting (whether or not these Conditions apply to such contract). In such circumstances the Company shall have the right to suspend or cancel the production or supply of further Goods, and payment for all Goods already produced, supplied, provided or ordered shall become due immediately.

**11. TRADE CUSTOMS**

Except where inconsistent with these Conditions or with the expressed terms of any contract between the Company and the Customer all contracts for the sale of paper and board shall be subject to the British Paper and Board Trade Customs for the time being in force. This Condition will not apply to contracts made between the Company and the customer for the sale of any Goods other than paper and board.

**12. MISCELLANEOUS**

12.1 Any notice to be given by one party to the other shall be deemed to be given 24 hours following it being posted or immediately if sent by confirmed telefacsimile in both cases to the other party's registered office or, in the case of an individual or firm, to the last known address.

12.2 The Customer shall not assign or transfer any Contract or the benefit thereof to any other person whatsoever without the prior written consent of the Company.

12.3 Each and every Condition set forth herein shall be deemed to be separate and severable and enforceable accordingly and shall not, except where the Contract expressly so requires be in any way modified or restricted by reference to or inference from any other condition or conditions set forth herein.

12.4 The termination of a Contract, howsoever occasioned, shall be without prejudice to any obligation or rights on the part of either party which have accrued prior to such termination and shall not affect or prejudice any provision of the Conditions which is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

12.5 No waiver by the Company of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.6 The Conditions constitute the entire agreement between the parties with respect to all matters referred to herein and supersede all earlier warranties, representations or statements made by the parties (whether oral or in writing). All other understandings, agreements, warranties, conditions, terms or representations whether express or implied (whether by statute, common law or otherwise) are excluded to the fullest extent permitted by law.

12.7 The Customer shall be responsible for complying with all relevant laws, bye-laws, regulations, orders, directions, codes of practice or requirements of any statutory, public, local or other competent authority or court of competent jurisdiction applicable and incidental to the installation, transport, use and operation of the Goods.

12.8 All contracts to which these Conditions apply shall be governed by, and construed in accordance with, English law. The parties hereto agree to submit to the exclusive jurisdiction of the English courts.