

GENERAL TERMS AND CONDITIONS OF SALE

1. Quotations unless specifically advised to the contrary or previously withdrawn shall remain valid for a period not exceeding 60 days from the date of issue.

2. All quotations are issued subject to the Terms and Conditions advised herein, and no additions or modifications of these Terms shall be deemed to have been accepted by A. E. Chapman & Son Ltd. (hereinafter called the Seller) or form part of any Contract between the Buyer/s and the Seller, unless separately agreed by the Seller in writing or specifically and expressly incorporated by the Seller in their official written Form of Acknowledgement.

3. The Seller reserves the right to refuse acceptance of any order without giving any reason therefore.

4. These terms shall automatically take priority over the Buyers Conditions of Purchase and the Buyers act of providing a delivery instruction constitutes an unqualified acceptance of the Sellers Terms and Conditions.

5. All quotations are issued subject to adjustment resulting from unforeseen escalation in costs.

6. All Contracts are subject to the Sellers right to suspend or cancel the same in whole or part, or to delay deliveries without any case being liable for any loss occasioned thereby in the event of circumstances which are not within the Sellers immediate control including, without limiting the generality of the foregoing, and failure delay of any person to supply the goods or component parts therefore or supply the same in suitable condition or to the order of the Seller (whether such failure or delay is a breach of Contract or breach of Duty on the part of such Supplier or otherwise), Force Majeure, Labour disputes of any kind, Fires, Accidents, Breakdown of Plant or Machinery, delay or interruption of Transport, unavailability of Materials or Supplies, War, Rebellion, Hostilities or any Local or National Emergency or Compliance with any Order or request of Government or other Public Authority which affect or interferes with Production, Shipment, Transit or Delivery of the goods sold.

In the event of the Seller exercising its right of Suspension or Cancellation, it shall be relieved from all liabilities in connection with the Contract, unless it otherwise agrees in writing when normal conditions shall prevail.

7. Except as provided in Section 2 of the Unfair Contract Terms Act 1977 (liability for death or personal injury resulting from negligence), and except for claims made under Part 1 of the Consumer Protection Act 1987, the Seller accepts no responsibility in any circumstances for any direct, indirect or consequential loss or damage whatsoever and howsoever arising, which the Buyer may sustain in connection with goods supplied by the Seller.

8. The Seller shall be entitled to Sub/Contract any work relating to the Contract without obtaining the consent of or giving notice to the Buyer.

9. Unless otherwise agreed in writing and subject to the Sellers normal credit formalities being established, payment will be strictly net monthly account, with payment due on the last day of the month next following the date of the invoice. If the payment is not so made in accordance with the agreed Terms, the Seller may without prejudice to any other of its rights under these Terms and Conditions, charge interest on the price then outstanding at the rate of 2% above the current base rate of the Sellers Bank with such interest being calculated on a day to day basis.

10. In the event of failure to make payment by the due date the Seller shall be entitled to suspend deliveries and by notice in writing to the Buyer to cancel the Contract but without prejudice to any rights which have accrued to the Seller prior to such notice.

11. Prices quoted are on a delivered basis unless otherwise stated, and are exclusive of all taxes duties and impositions.

12. The Seller shall be entitled without notice to adjust quoted or agreed prices to account for any cost incurred which results from the supply of insufficient information by the Buyer or due to any change made in specification or their time or method of delivery at the Buyers request. Whilst every effort will be made to maintain prices, these may be varied should there be any increase in existing prices of Materials, Packaging, Transport, Freight, Insurance, Labour charges, Import Duties, Overhead expenses or similar matters.

13. Pallets and all other returnable packaging shall at all times remain in the property of the Seller or of any Hirer as the case may be. The Buyer shall pay the Seller a deposit of such amount as shall be the Sellers ruling rate as the time of dispatch, Pallets shall be returned in the condition not later than three months after delivery whereupon the Seller will refund the pallet deposit. Pallets lost, destroyed, transferred or used in any way inconsistent with the Seller or Hirer's ownership will be charged in full.

14. The Seller shall be entitled to make a handling charge against the Buyer in respect of the receipt, handling and storage of packaging materials belonging to the Buyer or his Agent. The Seller takes no responsibility for and does not insure a buyers Property (including Glass Containers, Pallets, Decorat-

ing, Labelling or Packaging Materials, Moulds, Tools or Designs) and however and whenever occurring. Nor is the Seller liable for imperfect work or other loss or damage arising out of any defect in or the unsuitability or any material or property supplied. The Buyer shall indemnify the Seller against all Claims, Costs or Damages or any other liability whatsoever arising from any Claim which arises from such defects or unsuitability.

Delivery of Buyers packaging is accepted only following prior agreement.

15. Failure by the Seller to exercise or delay in exercising any right or power under these Conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of any right of power or privilege preclude any other or future exercise thereof.

16. The Sellers right and powers under these Conditions are in addition to and not a substitute for any other rights or powers conferred by law or equity.

17. For the purposes of the Conditions goods shall be deemed to have been delivered on arrival (prior to unloading) at the place where the Buyer or his Agent has instructed that they be delivered or, in the case of goods collected by or on behalf of the Buyer when goods are loaded on the transport vehicle. The risk in the goods shall pass to the Buyer on the delivery of the goods to the Buyer, its Agent or Carrier. Although the Seller will make reasonable efforts to effect delivery in accordance with prearranged dates, such dates are estimates and time shall NOT be of the essence. Delivery dates and times are dependent on the Buyer providing such information and facilities as are required by the Seller to perform the Contract. No liability will be accepted by the Seller for any damage or loss whether arising directly or indirectly out of delay in delivery and whether in respect of the whole part of the goods ordered or for any consequential loss however arising.

18. Failure to meet given dates will not constitute a reason for the Buyer to cancel the Contract, delay payment of any sums outstanding to the Seller or refuse deliveries of the finished product. Each delivery shall be considered a separate transaction to which these Terms apply, and any failure in one delivery shall not affect the due performance of the Contract with regard to deliveries.

19. If the Buyer fails to take delivery in accordance with the Contract, the Seller reserves the right to cancel the Contract and recover from the Buyer any loss incurred. The Seller may postpone or cancel (the whole or instalments) until any amounts owing are paid whether due under the Contract or otherwise howsoever, but without prejudice to any other claim or remedy which the Seller may have against the Buyer in respect thereof or in respect of consequential non completion of the Contract.

20. Unless otherwise expressly provided in writing by the Seller, delivery of a shortage or a surplus (whether in respect of the Contract or Order as a whole) not exceeding ten percent and charged pro rata will be deemed due execution of the Contract or Order or relevant part thereof in respect of consequential non completion of the Contract.

21. Unless otherwise expressly provided in writing by the Seller, delivery of a shortage or a surplus (whether in respect of the Contract or Order as a whole) not exceeding ten percent and charged pro rata will be deemed due execution of the Contract or Order or relevant part thereof by the Seller.

The Buyer shall immediately following delivery inform the Seller of any such variation.

22. Moulds, Tools or other specialised or ancillary equipment made or purchased for the Buyers Order may be chargeable to the Buyer in whole or in part for payment prior to the commencement of manufacture or may at the discretion of the Seller be amortised over the agreed call off period against mutually agreed minimum quantities. The Seller reserves the right in the case of amortisation defined previously to invoice the Buyer in full for such residual Mould life resulting from failure to achieve the agreed quantities within the specified period.

All such equipment so produced or purchased for the Buyers Order whether at the request of the Buyer or not and whether the Buyer pays in full or in part thereof shall remain the property of the Seller.

23. The Seller reserves the right to invoice all goods held by them or on their behalf for the benefit of the Buyer after a period of twelve weeks, and in turn will subsequently charge such rate of storage as may be the Sellers ruling rate at that time.

24. If the Buyer fails to make payment by the date under the Contract or under any Contract with the Seller or its Subsidiaries or commits any act of Bankruptcy or makes any Composition or Agreement with Creditors or being a Limited Company goes into Liquidation or suffers the appointment of a Receiver of its undertaking property or assets or a part thereof or commits any act of Bankruptcy or is Insolvent, then without prejudice to any other rights available to the Seller, the Seller may rescind this and any other Contract or Order with the Buyer or alternatively may suspend or cancel delivery of any goods.

25. In the event of the Seller accepting any request from the Buyer for cancellation, suspension or amendment of the

Order then the Buyer shall be liable for any Loss, Damage or Cost (including the loss of profit) incurred by the Seller arising from such cancellation, suspension or amendment.

26. The Seller may by notice in writing forthwith revoke the Buyers power of sale if the Buyer defaults in payment of any such sum due to the Seller for the Sellers goods, and such sum remains outstanding for more than fourteen days after the date provided therein for payment or on the occurrence of an event or commencement of any process affecting or likely to affect the Buyers ability to make payment in full for or to return to the Seller its goods or otherwise to perform its obligations hereunder.

27. Upon determination of the Buyers power of sale hereunder, the Seller shall be entitled to enter upon the premises of the Buyer for the purpose of removing goods. The Buyer shall at the same time pay to the Seller the entire proceeds of sale of any goods in respect of which payment has not otherwise been made to the Seller.

28. The goods shall be supplied in accordance with the specification and sample supplied to the buyer and quality assurance statement (if any).

29. The bulk of the goods will correspond with the sample in quality; provided that the seller shall have no liability to the buyer unless more than a substantial quantity of the goods do not correspond.

30. The buyer shall be deemed to have had a reasonable opportunity to compare the bulk of any consignment of goods with the sample after 2 days from the date of delivery hereof.

31. Upon the buyer having been deemed to have had a reasonable opportunity of comparing the bulk of any consignment with the sample the buyer will also be deemed to have notice of any defect with these goods not in accordance with the contract and to have accepted all the goods so delivered.

32. Further it shall be the buyer's obligation upon receipt of the goods to clean, wash or sterilize the product supplied, including any ancillary products such as cork caps, wadding and cartons, that are supplied with the goods so that the condition and quality of the product and packing appropriate for the use required and the seller shall not be liable for the cleanliness and any contamination or damage from the time of delivery.

33. The buyer shall test the suitability and toxicity in respect of the proposed use by the buyer or proposed content and it shall be the buyer's responsibility to test the product to confirm the suitability for the purposes to be used by the buyer and in respect of hereof all implied terms conditions and warranties relating to the quality or fitness for the purpose of the goods or any goods are excluded to the fullest extent permitted by law.

34. All terms, conditions, warranties and representations whether implied (or made expressly) whether by the seller, its servants, agents or otherwise relating to the quality or fitness for the purpose of the goods or any of the goods are excluded to the extent permitted by law.

35. The buyer must notify to the seller of any loss or damage to the goods within 2 days of receipt and the goods shall be held for inspection to enable a claim to be made on the carrier. The buyer shall immediately notify the seller if the goods are not received or of any shortage within 2 days of date of the invoice.

36. In the event of any breach of this contract by the seller the remedies by the buyer shall be limited to damages. Under no circumstances shall the liability of the seller exceed the price of goods.

37. This contract is subject to the law of England and Wales as at a date of delivery of the goods.

38. If any dispute or difference shall arise between the parties as to the meaning of this contract or any matter or thing arising out of or connected with this contract then it shall be referred to the determination of an arbitrator to be appointed by the agreement of the parties or in default of an agreement within 21 days of the service (upon one party for written request to concur) in such appointment by the President for the time being of the Chartered Institute of Arbitrators.

39. The seller's liability shall be limited to the General Terms and Conditions of Sale.

40. The seller's liability shall be limited to the General Terms and Conditions and Terms of Trade specified by the seller's supplier or the seller's manufacturer to the extent permitted by law.