

1. DEFINITIONS

- (1.1) 'The Buyer' shall mean Brightgreen Plastics Ltd
- (1.2) 'The Seller' shall mean the company or person to whom the order is addressed (whether or not the name and/or addresses incomplete or incorrect in any way) and 'The Seller' shall include any person or company accepting or fulfilling (in whole or in part) the terms of the order.
- (1.3) 'The Goods' shall mean all goods whether raw materials or finished products, covered by the Order. Where the Order provides for services, the goods shall mean the service which the Seller has contract to supply.
- (1.4) 'The Order' shall mean this Purchase Order placed by the Company for the supply of Goods and/or Services. The headings in these conditions are for convenience only and shall not affect their interpretation.

2. ORDERS

- (2.1) No liability will be accepted by the Buyer in respect of any Order unless it is issued or confirmed on the company's official Order form and signed on behalf of the Buyer by a duly authorised signatory
- (2.2) All variations or modifications to the Order or to the terms and conditions governing the Order shall be inapplicable unless confirmed in writing and signed on behalf of the Buyer by a duly authorised signatory. Any variation to agreed order quantity tolerances shall also be inapplicable unless confirmed in writing.
- (2.3) No variations to these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller.
- (2.4) Acceptance of the Order by the Seller and these conditions of Purchase will be signified by delivery of the Goods or provision or performance of the services ordered, including any partial fulfilment of the required delivery or performance
- (2.5) Brightgreen Plastics Ltd terms will apply; 60 days net monthly from which goods are received and invoiced unless otherwise agreed and signed for by a duly authorised signatory.

3. PRICE

The prices quoted in the Order shall apply to the whole of the Goods and/or services so ordered except in the case of price variations agreed in writing by an authorised representative of the Buyer.

4. QUALITY AND DESCRIPTION OF GOODS

- (4.1) It is strict term of this Contract that the Goods shall conform as to quantity, quality, design, specification and performance with the particulars stated or referred to in or supplied with the Order and they shall be manufactured in good and workmanlike manner, be of sound materials and be fit for any purpose specified in such particulars or (unless specified in writing by the Seller to the contrary) any other purpose for which the Goods might reasonably be used.
- (4.2) From the date of delivery the Buyer shall have a period, reasonable in the circumstances, in which to determine whether the Goods conform to the particulars of the Order and thereafter to accept or reject the same accordingly.
- (4.3) The Buyer may by notice in writing to the Seller, reject any Goods which do not conform with the Order. Any Goods so rejected shall be returned by the Buyer at the Seller's risk and expense

5. DELIVERY

- (5.1) Delivery dates are of the essence of the contract and must be adhered to. Failure to confirm will entitle the Buyer to cancel the order or any part thereof then outstanding without liability.
- (5.2) The Seller shall recognise that late or non-delivery of the Goods or late or non-provision of the services or any other failure to conform with the requirements of the Order will result in direct and/or consequential loss to the Buyer and the Seller hereby agrees to reimburse the Buyer the amounts of such losses by way of liquidated damages calculated in accordance with such loss
- (5.3) Delivery shall not be deemed to be effected until the Goods have been received at the destination specified on the Order and the signature of a duly authorised company employee obtained as proof of that delivery.
- (5.4) Notwithstanding any apparent acceptance of delivery of the Goods or use of services by the company (including a signature of any employee of the Buyer on any delivery or completion note produced by the Seller) the receipt of the goods and/or completion of the services shall not imply that the Buyer has inspected the goods or services nor shall such matters be proof that the Goods or services conform to the requirements of the Order.
- (5.5) The Seller shall deliver the Goods properly and securely packed for delivery, clearly labelled and accompanied by a delivery note clearly describing the Goods and quoting the order number. All Goods are to be delivered carriage paid to the destination as specified on the Order and adequately insured against loss or damaged in transit.

(5.6) The Goods and/or services shall be supplied safely and without risk to the health of the Buyer's employees or damage to the Buyer's property or without risk to the health or property of any third party. The Seller will at all times comply with the Health and Safety at Work legislation and in particular (but without limiting the foregoing) the Seller will provide the Buyer's employees at the point of delivery with all relevant data and information necessary for the safe receipt, unpacking, storage and use of the services.

6. PROPERTY & RISK

- (6.1) Full risk and title of the Goods shall transfer to the Buyer immediately upon acceptance of the Goods at the destination specified on the Order or any such other destination as the Seller may otherwise be instructed in writing, regardless of whether the Buyer shall at that time have made any payment for the Goods.
- (6.2) Technical information, drawings, design and other data supplied by the Buyer are strictly confidential and shall not, without the prior written consent of a duly authorised employee of the Buyer, be disclosed to any third party.
- (6.3) Material, plant, tools or other equipment supplied by the Buyer, solely for use in connection with orders placed by the Buyer, shall remain the property of the Buyer. Responsibility for their safe custody and maintenance in good condition, fair wear and tear excepted, shall rest with the Seller and they must be made available for return if required, upon completion of the Order.

7. SUB CONTRACTING

The Seller shall not sub-contract (except as customary in the trade) assign or otherwise dispose of the order or any part thereof without the written consent of a duly authorised employee of the Buyer. If such consent is granted the Seller shall be responsible in all aspects for the sub-contractor.

8. INDEMNITIES. The Seller shall indemnify the Buyer against all liability concerning and against all actions, proceedings, claim demands, costs, charges and expenses in relation to:-

- (8.1) The goods, materials or services supplied by the Seller or supplied by the Seller's employees, sub-contractors or agents.
- (8.2) Any instructions relating to the goods supplied by the Seller to the Buyer
- (8.3) Any contravention, infringement or alleged infringement of patent, copyright, design, trade mark, common law, statutory or other industrial or intellectual property rights.

9. ASSIGNMENT

The Seller may not assign this Contract or any part of it or any debt arising out of it without the prior written approval of a duly authorised employee of the Buyer

10. INSOLVENCY OF SELLER

- This clause applies if:
- (10.1) The seller makes any voluntary arrangement with its creditors or becomes subject to an Administration order or (being an individual firm) becomes bankrupt or (being a company) goes into liquidation (otherwise and for the purposes of amalgamation reconstruction); or
- (10.2) Any encumbrancer takes possession, or a receiver is appointed of any property or assets of the Seller, or
- (10.3) The Seller ceases, or threatens to cease, to carry on business; or
- (10.4) The Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the seller and notifies the Seller accordingly
- (10.5) If this clause applies, then without prejudice to other right or remedy available to the Buyer, the Buyer shall be entitled to cancel the contract without any liability to the Seller, except for the deliveries previously made and accepted or for goods covered by this Order and then completed and subsequently delivered in accordance with the terms of the Order.

11. GENERAL

- (11.1) No waiver by the Buyer of any breach of contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision
- (11.2) If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
- 11.13 The contract between the Buyer and the Seller shall be governed by English Law.