

STANDARD TERMS AND CONDITIONS OF SALE – ACORN PLASTECH (UK) LTD (“the seller”)

1. ACCEPTANCE AND CONDITIONS

Any order based on a quotation is subject to the following terms and conditions to the exclusion of all others. Any quotation is open for acceptance (unless previously withdrawn) for not more than 60 days from the date stated on the quotation unless stated otherwise and is in the way of an invitation to treat only. Any quotation shall not be binding upon the seller until a written order has been received from the buyer based upon the quotation and a written acceptance of the order has been posted, emailed or faxed to the buyer.

2. CANCELLATION OR SUSPENSION OF ORDER

The buyer may cancel no order, after acceptance, nor may the buyer suspend deliveries thereunder, except with the seller's consent in writing.

3. PRICES

- Unless the order is accompanied by sufficient information, data, drawings and tools to enable the work to proceed forthwith, the seller is at liberty to amend the prices quoted to cover any increase in costs during the period of delay caused by the lack of such details.
- In addition, any fluctuation in costs arising after acceptance of order due to factors outside the control of the seller and affecting all or any part of an order, will entail corresponding adjustments in the selling price, subject to notification in writing being given to the buyer.
- Any alterations by the buyer in design, weight, quantities or specification and any suspension of work due to instructions or lack of instructions will involve adjustment of the agreed or quoted prices, if the costs are affected thereby.

4. TERMS OF PAYMENT

Prices quoted are nett. Accounts are due for payment not later than 30 days from the date stated on the invoice, unless by other agreement.

When deliveries are spread over a period, each consignment shall be invoiced when despatched and each invoice to be treated as a separate account and payable accordingly. If payment is not made at the due date, the seller has the right to suspend delivery or, at our option, to cancel the contract, without prejudice to any other rights and remedies that we may have; or we may add interest to the amount overdue at a rate of 2% over the current bank rate. The buyer shall pay the seller all legal costs, charges and expenses incurred by the seller in collecting payment of any monies in respect of overdue accounts payable by the buyer to the seller. The buyer shall pay a deposit of 50% of the value of any tooling order unless by other arrangement.

The title to the invoiced goods does not pass until they have been paid for in full. If they have been sold before they have been paid for, then the seller has the right to the proceeds of the sale.

5. LIABILITY TO THE BUYER

Except as provided in clause 11 hereof all express or implied conditions and warranties (whether statutory or otherwise) as to the description, quality or fitness for purpose of all goods supplied are hereby excluded. The seller's liability (if any) in respect of any mis-description, loss or non-delivery of, damage to or defects in the goods shall not extend to any claim for loss or consequential damage of any kind.

6. MOULDS AND/OR TOOLS

- Where the buyer supplies moulds and /or tools, the quotations of the seller assume that such supplies moulds and/or tools are in good condition, true to drawing and entirely suitable for the seller's methods of production and for the production of the mouldings in the quantities required.
- For mutual benefit, when the new moulds and/or tools and equipment are to be made, the seller requires to be consulted.
- Replacement of and alterations or repairs to buyer's moulds and/or tools and equipment due to normal wear and tear shall be paid for by the buyer.
- Where moulds and/or tools are not supplied by the buyer, only such moulds and/or tools that are specially made and separately charged in full shall become the property of the buyer when paid for.
- Carriage on moulds, tools and equipment supplied by the buyer will be paid for by the buyer.
- The seller takes all reasonable care to protect buyer's moulds and/or tools while on the seller's premises, but does not accept liability for loss or damage arising from accident, theft, fire, larceny, riot or act of war, and no insurance will be affected by the seller in respect of moulds and/or tools in his custody.
- The buyer shall be responsible for the custody of the moulds and/or tools from which no mouldings have been ordered for a period of three years.

CARRIAGE

Unless otherwise stated or agreed, prices quoted do not include delivery.

Delivery will be made by our standard method of delivery unless otherwise requested by the buyer. Extra cost for special delivery at buyer's request will be charged to the buyer.

7. DELIVERY

Time for delivery is estimated as accurately as possible, but is subject to any delays or breakdowns beyond the control of the seller and is not guaranteed. Provisions for penalties for delay in delivery or otherwise are excluded from any contract. The period for specified for delivery on the seller's quotation;

- Is exclusive of any period occupied in making, altering or adapting moulds and/or tools or in any experimental work connected with the mouldings.
- Shall commence only after the receipt of written instructions to proceed together with all necessary information, drawings and (if to be supplied by the buyer) moulds, tools or equipment.
- Shall (if a sample moulding is to be submitted for buyer's approval) commence only from the date of receipt of written approval.
- Owing to the difficulty of producing exact quantities of mouldings the seller reserves the right to deliver up to 5%, in excess of the quantities ordered unless special agreement has been made to the contrary.

9. DAMAGE, SHORTAGE OR LOSS

The seller does not accept responsibility for any damage, shortage or loss in transit unless:

damage or shortage is notified in writing both to the seller and to the carriers within 3 days of receipt of the goods and the goods have been signed for as 'not examined' and have been handled by the buyers in accordance with the carrier's condition or non delivery (in the case of total loss) is notified both to the seller and to the carriers within 10 days of the date of despatch.

10. SAMPLES

Samples submitted will be payable by the buyer unless returned to the seller's works, carriage paid, within one month from the date of despatch. In all instances where the seller is working from new drawings/data or tools, an altered drawing or tool, or a drawing/data or tools fresh to the seller's moulding facility, the seller may submit sample mouldings for approval before executing the bulk of the order, which will only be commenced on receipt of such approval in writing. Where small quantities only are required submissions of samples will be made only if the buyer requests such at the time of placing the order.

11. DEFECTS

- the invoice value of any mouldings made by the seller and subsequently agreed by the seller to be defective in workmanship or materials will be credited to the buyer, provided that the mouldings are returned to the seller within 3 months from the date of despatch. Any such agreed defective mouldings will be replaced (and re-invoiced at the price credited) or made serviceable for their original purpose free of charge.
- The buyer shall make every effort to ascertain any possible defects as soon as possible after delivery of the mouldings, including any necessary tests or inspection during or after any machining. Immediately after discovery of any such defects or alleged defects the buyer shall notify the seller in writing and give the seller reasonable opportunity to take prompt measures to prevent a repetition of the defect.
- Defective mouldings will not be the subject of any claim for labour, machining costs or other expenditure thereon or for any claim by any sub purchasers or by any third party or for any resultant loss or damage arising out of any such defect.
- Expenditure by the buyer on the salvaging of defective mouldings may, under exceptional circumstances be a matter for agreement between buyer and seller, but in the absence of such agreement it shall not be chargeable to the seller and any such salvaging operation shall not be proceeded with in any manner liable to prejudice the opportunity of the seller to take the earliest possible steps to avoid a repetition of the defect in any further mouldings he may be making.
- No claim for free replacement or otherwise will be accepted in respect of any mouldings found to be defective through faults in the design or construction of tools supplied by the buyer.

12. PACKING

Unless otherwise specified, packing cases and packing materials will be charged extra.

13. INFRINGEMENTS

The buyer shall indemnify the seller against all damages, penalties, costs and expenses arising out of the infringement of any Patent or Registered Design or Trade Mark (or any claim for such infringement) involved in work carried out in accordance with the buyer's specification.

14. TERMINATION FOR BREACH OF CONTRACT, BANKRUPTCY ETC.

If the buyer makes default in or commits any breach of any of his obligations under this contract, or if any distress or execution shall be levied upon him, his property or assets, or if the buyer shall make offer any arrangement or composition with creditors or shall commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if (where the buyer is a limited liability company) any resolution or petition to wind up such company shall be passed or presented (otherwise than for the purpose of bona fide reconstruction or amalgamation) or if a receiver of such company's undertakings, property or assets or any part thereof shall be appointed, in any such event we shall have the right forthwith to determine any subsisting contract with the buyer, and upon written notice of such determination being posted by us to the buyer's last known address, any such contract shall be deemed to have been determined, without prejudice to any other right or remedy to which we may have been entitled.

15. LEGAL CONSTRUCTION

The contract shall be constructed according to and governed by English law.