

1 Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy the Goods from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Delivery Date" means the date specified by the Seller when the Goods are to be delivered.
- 1.4 "Goods" means the products which the Buyer agrees to buy from the Seller.
- 1.5 "Seller" means HIFI INDUSTRIAL FILM LIMITED.

2 Conditions applicable

- 2.1 These are the terms and conditions governing the contract between the parties in connection with the sale of Seller's Goods to the Buyer (the "Contract"). The Seller's commitment to the Contract shall become effective only upon dispatch of Seller's written order acknowledgment or invoice, whichever occurs first, and at that point the Contract shall come into existence.
- 2.2 No modification of these terms and conditions shall be of any force unless such modification is reduced to writing and signed by the party claimed to be bound thereby, and no modification shall be effected by the acknowledgment or receipt of a purchase order or other forms containing different conditions.
- 2.3 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.4 Acceptance of delivery (in full or part) of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.5 These terms and conditions override any terms proposed by the Buyer (including any descriptions and statements as to quality and performance).

3 Proper Law

- 3.1 The contract is subject to the law of England and Wales.
- 3.2 All disputes arising out of or connected with this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 3.3 No substitution for these Conditions (even if included in or referred to in the document placing the order) shall be binding on the Seller notwithstanding that the Seller may accept the same formality.

4 Assignability

The Contract is personal to the parties hereto and shall not be assigned to any third party either by the Buyer or the Seller without the other party's prior written consent.

5 Availability

In the event of inability for any reason to supply the total demands for the Goods ordered, the Seller may allocate its available supply among any or all purchasers or users (including the Seller and its affiliates) or make partial deliveries on such basis as it may deem fair or practical without liability for any failure of performance which may result there from.

6 The Price and payment

- 6.1 Subject to clause 6.2 of these Conditions, the Unit Price of the Goods shall be the Price stipulated in the Seller's Sales Order Acknowledgment document current at the Delivery Date plus VAT and any other government duty or tax.
- 6.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered; or
 - (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- 6.3 Subject to clause 6.4 of these Conditions, payment of the Price and VAT and any other additional government duties or taxes by the Buyer shall be due (unless otherwise agreed in writing) on the 20th day of the month following the rendering of an invoice from the Seller to the Buyer, unless otherwise agreed.
- 6.4 The Seller reserves the right to require the Buyer to pay the Price for the Goods prior to delivery.
- 6.5 The Seller reserves the right to charge interest on overdue invoices which shall accrue from the date when payment became due until the date of payment at a rate of 4% over Barclays Bank Plc base rate.
- 6.6 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may:
 - 6.6.1 Suspend or cancel deliveries of the Goods due to the Buyer and/or
 - 6.6.2 Appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.

7 Variation of Order

- 7.1 Any variation to or cancellation of an Order once placed by the Buyer shall be inapplicable unless agreed in writing by the Seller.
- 7.2 The Buyer will be liable for the full cost of any losses, costs, damages and expenses arising out of any amendment to the Order after the Order Acknowledgement has been issued.

8 Termination

- 8.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:
 - (a) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
 - (b) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - (c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.
- 8.2 Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract if the Buyer becomes subject to any of the events listed in Clause 8.1(b) or (c), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 8.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- 8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

9 Force Majeure

- 9.1 Neither party shall be liable for any default due to any event beyond the reasonable control of either party.
- 9.2 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. No liability shall result from delay in performance or non-performance directly or indirectly caused by factors such as but not limited to fire, explosion, accident, flood, labour trouble or shortage war, act of or authorised by any government, inability to obtain suitable material, equipment, fuel, power or transportation, or act of God or arising from contingencies, happenings, or causes beyond the control of the party affected. Quantities so affected by such circumstances may be eliminated or postponed by the Seller without liability, but the rights and duties of each party shall otherwise remain unaffected.

10 Quality and Purpose

- 10.1 Seller warrants that the goods sold hereunder shall be equal to Seller's specifications and the Buyer assumes all risks and liability for results obtained using the Goods whether used singly or in combination with other products. The Seller accepts no liability in respect of any defect arising from the Seller following any drawing, design or specification supplied by Buyer..
- 10.2 Any recommendation or suggestion relating to the use of the Goods supplied by the Seller whether in technical literature or in response to specific enquiry or otherwise is given in good faith but it is for the Buyer to satisfy itself of the suitability of the Goods for its own particular purpose.
- 10.3 The Seller gives no warranty as to the fitness of the Goods for the particular purpose and any implied warranty or condition (statutory or otherwise) is excluded except insofar as such exclusion is prevented by law. In particular, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.4 Where Goods have been processed in any manner by Buyer or any third party after they have been sold, the warranties expressed herein shall be limited to the Goods in their unprocessed condition.

11 Health and Safety at Work

The Seller hereby gives notice to the Buyer that it has available information and product literature concerning the conditions necessary to ensure that the Goods supplied hereunder will be safe and without risk to health when properly used. If the Buyer is not already in possession of such literature or requires any information or advice in connection with the safe use of the Goods at work the Buyer should immediately contact the Seller.

12 Delivery of Goods

- 12.1 Delivery of the Goods shall be made by Seller delivering the Goods to a place agreed by the Buyer and the Seller. Seller shall be under no obligation under S32(2) of the Sale of Goods Act 1979. The Goods may be delivered by the Seller in advance of the quoted Delivery Date upon giving reasonable notice to the Buyer. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not enable the Buyer to treat the Contract as a whole as repudiated.

- 12.2 Risk of loss of the Goods hereunder shall pass at the point of delivery specified by the Seller or if the Buyer wrongfully fails to take delivery of the goods, the time when the Seller has tendered delivery of the Goods. Incoterms® 2010 shall apply to all export sales. DAP (Delivery At Place) is the standard term unless stated on the Order Acknowledgement. The Buyer is responsible for all Import Duties and Charges in their country.
- 12.3 The Seller reserves the right to select the mode of transportation and the carriers to the point of delivery. The Buyer shall bear the cost of special transportation arrangements requested by them including the cost of any demurrage incurred as a result of the Buyer refusing or delaying acceptance of Goods in transit beyond the Delivery Date indicated by the Seller.
- 12.4 The Seller's weights taken at delivery points shall govern unless proven in error.
- 12.5 The Seller shall use all reasonable endeavours to meet the terms of delivery which it has quoted but the Seller accepts no liability for any failure to deliver the Goods within the said period. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may a) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or(b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 12.6 If Goods forming any portion of an order are not taken by Buyer in accordance with the terms of delivery originally specified by the Seller, the sale thereof may by postponed or cancelled at the Seller's option without tender or notice to the Buyer. Such postponement or cancellation shall not affect any remaining portion of the order.
- 12.7 The Seller warrants that the Goods delivered do not infringe any patent in the country of origin, the United Kingdom or the Republic of Ireland; no further patent warranty is made.
- 13 Retention of Title and Risk
- 13.1 The Goods shall be at the Buyer's risk as from delivery.
- 13.2 In spite of delivery having been made, property in the Goods shall not pass from the Seller until
- 13.2.1 The Buyer shall have paid the Price in full.
- 13.2.2 The Buyer shall have paid any other sums due from the Buyer to the Seller.
- 13.3 Until property in the Goods passes to the Buyer in accordance with clause 13.2 the Buyer shall hold the Goods on a fiduciary basis as Bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that the Goods are clearly identified as the Seller's property.
- 13.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's own property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until the property in the Goods passes from the Seller the entire proceeds of the sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with any other money or any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 13.5 The Seller shall be entitled to recover the Price notwithstanding that the property in any of the Goods has not passed from the Seller.
- 13.6 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter any premises owned or occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such a request the rights of the Buyer under clause 13.4 shall cease.
- 13.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums of money owing by the Buyer to the Seller shall forthwith become due and payable.
- 13.8 The Buyer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 13.9 In the event of the Buyer becoming insolvent and an Administrator or Receiver or Liquidator being appointed, such Administrator Receiver or Liquidator shall pay in to a separate bank account any sums received from third parties in respect of sale to them of the Goods by the Buyer up to the amount of any indebtedness of the Buyer's to the Seller for the sole benefit of the Seller.
- 14 Notification of loss or damage to or non-delivery of the Goods
- 14.1 The Buyer shall inspect the Goods on delivery and shall immediately notify the Seller in writing (otherwise than by a qualified signature on the Seller's or the Seller's agents consignment note or delivery document) of any alleged defect or shortage in quantity or damage or failure to comply with the description of part only of the Goods.
- 14.2 The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods.
- 14.3 The Buyer shall within 6 months (180 days) of the Delivery Date notify the Seller in writing (otherwise than by a qualified signature on the Seller's or the Seller's agents consignment note or delivery document) of any quality issues with the Goods.
- 14.4 Notwithstanding the receipt by the Seller of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of Goods indicated on the advice sheet.
- 14.5 If the Goods are not in accordance with the Contract for any reason the Buyer's sole remedy shall be limited to the Seller making good any shortage by replacing such Goods or if the Seller shall elect by refunding a proportionate part of the Price notwithstanding normal delivery quantity variations or those agreed in advance.
- 14.6 The Seller's liability to the Buyer whether for any breach of contract or otherwise shall not in any event exceed the Price and the Seller shall be under no liability for any direct loss and/or expense or indirect loss and/or expense suffered by the Buyer or liability to third parties incurred by the Buyer.
- 15 Limitation of Seller's liability
- 15.1 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer. Specifically, the Seller accepts no liability for any special or indirect or consequential loss, loss of profit, loss of sales or business, loss of agreement or contracts or loss of or damage to goodwill suffered by the Buyer.
- 15.2 Subject to clause 15.1, the Seller's total liability to the Buyer under the Contract shall be limited to the Price.
- 15.3 This clause 15 shall survive termination of the Contract.
- 16 Severance
- 16.1 Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.
- 17 Ethics
- 17.1 The Seller warrants that its directors, employees, agents and other representatives have not and will not, directly or indirectly, offer, promise, give, accept or agree to receive a bribe, corrupt payment or any article of financial value whether for the benefit of any public official, Buyer, its employees and agents or any other person. Seller will immediately report to Buyer any actual or attempted breach of this clause by an employee or agent of Buyer and any such action of acceptance of any such solicitation is a material breach of every contract between Buyer and Seller. Seller shall act in accordance with the requirements of the UK Modern Slavery act by ensuring that; all forms of illegal, forced or compulsory labour, slavery and servitude are eliminated; no individual is induced through force, threats, or deception to provide services or benefits of any kind to another or to enable another to acquire benefits of any kind; and no individuals or groups are involved in the Trafficking of humans. "Trafficking" means recruiting, transporting, transferring, harbouring, receiving, transferring or exchanging control, or otherwise arranging or facilitating travel of any individual that is travelling with a view to being exploited through any type of forced or compulsory labour or slavery or servitude.
- 18 Entire agreement.
- 18.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 19 Notices.
- 19.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (ii) sent by fax to its main fax number or by email to such email address as the parties shall inform each other from time to time.
- 19.2 Any notice shall be deemed to have been received:
- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and(iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 19.2(iii), business hours means 9.00am to 4.45pm Monday to Thursday, 4.30pm Friday on a day that is not a public holiday in the place of receipt.
- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.