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Document No: C 03 0007	Version No: 3 Date: 10/01/2017

Terms of Purchasing

Terms and Conditions of Purchasing of Palm Paper Limited

1. General

- 1.1. These General Terms and Conditions of Purchasing (Terms) apply exclusively to all purchase contracts, contracts for work and labour, contracts for work and materials and any other contracts between the Purchaser and the Supplier.
- 1.2. Any terms and conditions stipulated by the Supplier shall be invalid unless they have been confirmed in writing by the Purchaser.
- 1.3. In the event of a conflict between the Order and these Terms the content of the Order shall prevail.

2. Interpretation

In these Terms:

Contract means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services;

Delivery Date means the date specified in the Order

Delivery Address means the address stated on the Order;

GADSL means the Global Automotive Declarable Substance List – available at www.gadsl.org implemented by directive 2002/95/EC of the European Parliament and of the Council on 27th January 2003;

Goods means the goods (including any instalment of the goods or any part of them) described in the Order;

IPR's means Intellectual Property Rights

Order means the written purchase order;

POP Convention means the Stockholm Convention on persistent organic pollutants implemented by Regulation (EC) 850/2004;

Price means the price of the Goods and/or the charge for the Services;

Purchaser means Palm Paper Limited.

Purchaser's Documentation means drawings, samples, models or any other documentation created by the Purchaser

REACH Regulations means European Union Regulation (EC) NO 1907/2006 – REACH of 18th December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals

Supplier means the person so described in the Order;

SVHC List means the Candidate List of Substances of Very High Concern issued under REACH. The current version of this list can be found under http://echa.europa.eu/chem/data/authorisation_process/candidate_list_table_en.asp

Services means the services (if any) described in the Order;

Specification includes any plans, drawings, data or other information relating to the Goods or Services;

Terms means the standard terms of purchase set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Purchaser and the Supplier

Writing and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail, except where requests for quotations are sent by electronic mail by the Purchaser.

3. Prices

- 3.1. The prices listed in the Order are binding fixed prices (excl. of VAT) and DDP (Incoterms 2000), and will include all that the Supplier is required to do to perform its obligations as detailed in the Order, which for the avoidance of doubt will include, but not be limited to, all costs associated with packaging, shipping, insurance and customs duties.

4. Intellectual Property Rights & Confidentiality

- 4.1. The trade marks used in relation to or relating to the Order, and all patterns, designs, drawings and other documents prepared in connection with the Order or the Contract or supplied to the Supplier and copyright and design right and all other intellectual property rights in those documents shall belong to the Purchaser.
- 4.2. The Supplier shall use all drawings and documents only for the purposes of the Contract and shall return them carriage paid to the Purchaser on the Purchaser's request at any time or if no request is made on the completion of the Contract.
- 4.3. The Supplier shall not at any time whether before or after the termination of the Contract divulge or use any unpublished technical information deriving from the Purchaser or any other confidential information in relation to the Purchaser's affairs or business or method of carrying on business.
- 4.4. All records in any medium (whether written, computer readable or otherwise) including accounts, documents, drawings and other papers including private notes concerning the Purchaser and all copies and extracts of them made or acquired by the Supplier in the course of the Contract are the property of the Purchaser, and the Supplier shall:
 - 4.4.1. use them only for the purposes of the Contract; and
 - 4.4.2. return them to the Purchaser on demand at any time and without demand on the termination of the Contract.

5. Quality

The Supplier shall establish and maintain a state-of-the-art documented Quality Assurance system, reasonably acceptable to the Purchaser in form and scope. The Supplier must keep records, particularly as concerns his/its quality inspections and to submit these to the Purchaser on request. The Supplier hereby authorises that his Quality Assurance System be submitted to quality audits for evaluation of effectiveness by the Purchaser.

6. Dates and Delay

- 6.1. Time is of the essence in relation to the Delivery Date specified in the Order. Any alteration of the Delivery Date must be agreed in writing with the Purchaser.

- 6.2. In the event of any delay to the Delivery Date which has not been agreed in accordance with clause 6.1, the Purchaser in its absolute discretion may have the delivery/service performed by a third party at the Supplier's cost.
- 6.3. If the Supplier is in breach of its obligations under the Contract, it will pay to the Purchaser on demand or the Purchaser may set off against any sum owed by it to the Supplier for each day of failure 0.25% of the Price, subject to an overall aggregate amount of 5% of the Price as liquidated damages.
- 6.4. The liquidated damages payments in clause 6.3 represents a genuine pre-estimate of the Purchaser's loss

7. Delivery and Storage

Delivery is to be made to the Delivery Address. The following provisions are to be observed:

- 7.1. Delivery notes are to be presented in duplicate together on the Delivery Date. The Delivery note shall include the following information: (1) Purchaser's order number, (2) Supplier's code, (3) Material number if applicable (4) if agreed, that any packaging is to be returned to the Supplier,
- 7.2. Part deliveries are to be identified by the Supplier as such. All deliveries must be accompanied by any relevant test certificates/documents.
- 7.3. A failure to comply with Clause 7.1 (4) Purchaser shall be at liberty to dispose of the packaging at the Supplier's cost.

8. Risk and Property

- 8.1. Risk of damage to or loss of the Goods shall pass to the Purchaser on delivery to the Purchaser in accordance with the Order.
- 8.2. The property in the Goods shall pass to the Purchaser on delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Purchaser once payment has been made.

9. Assignment and Subcontracting

- 9.1. The Supplier shall not assign or (without first obtaining the Purchaser's written consent) sub-let the Contract in whole or in part and it shall be a condition of any such consent to any sub-letting of the Contract that the Supplier shall:
- 9.1.1. ensure and be responsible for the compliance by any sub-contractor with the terms of the Contract;
- 9.1.2. include in the sub-contract provisions consistent with these conditions for the benefit of and enforceable by the Purchaser; and
- 9.1.3. furnish the Purchaser with copies of any sub-contract upon the Purchaser's request at any time.

10. Invoicing, Payment and Offsetting

- 10.1. Information identical to that on the delivery note as specified in Clause 7.1 shall be provided on the invoice and in all written correspondence.
- 10.2. Payments to the Supplier is conditional upon the Supplier providing the following.
- 10.2.1. Full performance of delivery of goods or provision of service.
- 10.2.2. The provision by the Supplier to the Purchaser of a proper invoice.

- 10.2.3. In relation to the provision of services, signed timesheets, attached to the invoice.
- 10.2.4. Payments made by the Purchaser within 14 days of invoice shall result in a 3% discount being deducted from the Price.

11. Warranties and Liability

- 11.1. The Supplier warrants to the Purchaser that the Goods:
- 11.1.1. will be of satisfactory quality and fit for purpose (within the meaning of the Sale of Goods Act 1979), as amended;
- 11.1.2. will be free from defects in design, material and workmanship;
- 11.1.3. will correspond with any relevant Specification or sample; and
- 11.1.4. will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 11.2. The Supplier warrants to the Purchaser that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Purchaser to expect in all the circumstances.
- 11.3. Without limiting any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Purchaser shall be entitled in its absolute discretion:
- 11.3.1. to require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or
- 11.3.2. and whether or not the Purchaser has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.
- 11.4. The Supplier shall indemnify the Purchaser in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Purchaser as a result of or in connection with:
- 11.4.1. breach of any warranty given by the Supplier in relation to the Goods or the Services;
- 11.4.2. any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Purchaser;
- 11.4.3. any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
- 11.4.4. any act or omission of any of the Supplier's personnel in connection with the performance of the Services.

12. Force Majeure

- 12.1. Should the Supplier be prevented from delivering in the circumstances of Force Majeure it shall give the Purchaser written notice of this fact as soon as reasonably practicable after discovering it. Non-exhaustive illustrations of such circumstances would be Acts of God, war, riot, explosion, abnormal weather

conditions, fire, flood, strikes, lockouts, Government action or regulations.

- 12.2. If the circumstances preventing delivery are still continuing one month after the Purchaser receives the Supplier's notice then either party may give written notice to the other cancelling the Contract
- 12.3. If the Contract is cancelled in this way, the Supplier will refund any payment which the Purchaser has already made on account of the price but the Supplier will not be liable to compensate the Purchaser for any further loss or damage caused by the failure to deliver.

13. Health & Safety and Environment

- 13.1. Where work or Services are to be carried out by the Supplier at, or deliveries made to, the Purchaser's premises, the Supplier must take all due care that is required and comply with the Health and Safety at Work Act, The Environmental Protection Act, the EPR Environmental permitting regulation and any other applicable legislation.
- 13.2. Where work or Services are to be carried out by the Supplier at, or deliveries made to, the Purchaser's premises, the site rules must be adhered to by all representatives of the Supplier at all times. In the event that the rules are breached by any representative of Supplier, the Purchaser reserves the right to stop the Service or delivery and to banish any or all representatives of the Supplier from the site.
- 13.3. All additional costs and expenses incurred by the Purchaser as a result of the failure of the Supplier to comply with any of the terms of this clause 13 shall be payable by the Supplier.

14. Substances and Products

- 14.1. The Supplier guarantees that he fulfils the requirements of the REACH Regulations particularly in relation to the registration of the substances supplied. The Purchaser is not obligated under the REACH Regulations to obtain the permit for the supplied products.
- 14.2. The Supplier furthermore guarantees not to supply products, which contain substances according to:
 - 14.2.1. Appendix 1 – 9 of the REACH Regulation;
 - 14.2.2. The enactment of the POP Convention;
 - 14.2.3. The EC Regulation 1005/2009 of the European Parliament and of the European Council on ozone depleting substances;
 - 14.2.4. The GADSL products included in accordance with its scope.
- 14.3. The Supplier has to inform the Purchaser immediately should the delivered goods contain substances that are listed on the SVHC List according to REACH Regulations. This also applies to ongoing deliveries not previously listed, but which subsequently have been listed.

14.4. In addition the products must not comprise of asbestos, biocide or radioactive material.

- 14.5. The Purchaser has to be notified in writing should products delivered to the Purchaser contain these substances prior to the delivery stating the substance and the identification number (e.g. CAS) along with the current version of the Safety Material Data Sheet of the product. The delivery of these products has to be approved by the Purchaser prior to delivery.
- 14.6. The Supplier is obliged to indemnify the Purchaser from any liability in connection with the failure to comply with the above requirements as well as compensating the Purchaser for damages caused or associated to the failure of compliance of the Supplier conforming with these requirements.
- 14.7. As the Purchaser has ISO: 50001 the Supplier by accepting these Terms and Conditions is under an express and positive obligation to make the Purchaser aware, (where the contract provides for the supply with materials or parts), of any energy efficient alternative. Energy consumption is considered when choosing suppliers.

15. Jurisdiction, Applicable Law

- 15.1. Any reference to any statute or statutory provision or regulation is a reference to that statute, statutory provision or regulation as amended, extended, re-enacted or consolidated from time to time except to the extent that such amendment, extension, re-enactment or consolidation would increase or alter the liability of a party under these terms and conditions.

16. Delivery Address

Palm Paper Limited
 Poplar Avenue
 Saddlebow Industrial Estate
 King's Lynn
 Norfolk
 PE34 3AL
 United Kingdom

Receiving Department Normal Opening Hours:

Monday – Friday	06:00 – 22:00 Recovered Paper 07:00 – 16:00 Consumables and all other deliveries
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Contact: Receiving Dept.
 Phone: +44 (0) 1553 782 222
 Email: receivingKL@palmpaper.co.uk

Waiting time will not be remunerated