

**GLOPAC LTD**  
**GENERAL CONDITIONS OF PURCHASE**  
**(the “Conditions”)**

**Definitions**

“GLOPAC” means Glopac Ltd (Company No. 1243706), The Packaging Centre, Edison Road, Hams Hall, Coleshill, West Midlands B46 1AB.

“Contract” means each agreement in any form for the purchase of Goods by GLOPAC.

“Goods” means goods or services.

“Order” means GLOPAC’s written instruction to supply the Goods.

“Supplier” means a company, firm or person from which GLOPAC is purchasing Goods (the other party to a Contract).

**Applicability**

1. (i) These Conditions shall apply to each Contract (and Order). The applicability of general and/or other conditions proposed or stipulated by the Supplier in any form, whether written or oral, is hereby expressly rejected.
- (ii) Once an Order from GLOPAC is accepted by the Supplier (whether expressly or impliedly) a Contract is deemed to have been concluded incorporating these Conditions. If there is no reaction by the Supplier within three working days of the date on which the Order is placed, the Order shall be deemed to have been accepted.
- (iii) No change to Orders suggested or made by the Supplier, or any conditions of sale submitted by Supplier at any time shall be binding unless agreed in writing by a board director of GLOPAC. (Please note that our Purchasing Department do not have the authority to accept any conditions of Sale from Suppliers on behalf of GLOPAC). Furthermore, in the absence of express agreement to the contrary, goods tendered or delivered, or work undertaken and completed, are accepted by GLOPAC in every case only subject to these terms and conditions and such acceptance of goods or work undertaken does not infer any waiver of any these conditions.
- (iv) Failure by GLOPAC to demand strict compliance with these Conditions shall not be construed as a waiver of any such Conditions and shall not affect the validity of, or ability to enforce any of the provisions thereof.
- (v) In the event that any of the provisions of these Conditions become or are found to be invalid or unenforceable, this shall in no way impair or affect any of the other provisions, all of which shall remain in full force and effect.

**Price and Payment**

2. (i) The price for the Goods shall be as specified in the Order and shall conform to the shipping terms instructed. No increase in any such price may be made without the prior written consent of GLOPAC.
- (ii) Unless otherwise agreed, payment shall be made within 30 days after the end of the month following delivery, against a valid invoice (quoting the Order number), except where GLOPAC raises an objection in good faith (whether as to the amount invoiced or the Supplier’s performance) within such 30 day period. Invoices sent prior to delivery shall be deemed to have been received on delivery.
- (iii) Payment shall not constitute any recognition by GLOPAC as to the quality of the Goods and shall not absolve the Supplier from liability in this regard.
- (iv) GLOPAC shall at all times be entitled to set off any amounts owing to the Supplier, whether or not due and payable, against amounts which the Supplier owes to GLOPAC.

**Delivery**

3. (i) The Supplier shall deliver the Goods to GLOPAC at the location, or locations, stated in the Order, or otherwise specified by GLOPAC.
- (ii) The Supplier shall deliver the Goods on the date and time specified in the Order or otherwise specified by GLOPAC. Time for delivery shall be of the essence, and therefore if the delivery deadline is not met the Supplier shall immediately be in default, without any proof of default being required, and GLOPAC shall be entitled to refuse the Goods and the provisions of Condition 7 shall apply.
- (iii) The Supplier shall deliver the Goods in accordance with any other logistical conditions specified by GLOPAC from time to time.
- (iv) Receipt of the Goods or a signature for receipt by GLOPAC shall not constitute any recognition of good quality of the Goods received, nor recognition of the accuracy of the quantities stated on the delivery or packing note.

**Ownership and Risk**

4. Full and unencumbered title to, and risk in, the Goods shall pass to GLOPAC upon delivery, unless payment is made prior to delivery in which event title shall pass on payment.

**Conformity and Quality**

5. (i) The Supplier hereby warrants to GLOPAC that:
  - a) the Goods to be supplied conform in all respects with the specification or description in, referenced to or with the Order or any sample, catalogue or other documentation provided to GLOPAC, are fit for the purpose intended or arising from the nature of the goods, are ‘safe’ and are not ‘defective’ and adhere to all EU legislations and regulations at time of delivery;
  - b) the Goods to be supplied, including labelling and packaging, and the production processes are of good quality and comply in all respects with all relevant legal stipulations and industry standards, both of country of origin and destination.

- (ii) The Supplier further warrants that it has, and shall at all times during the Contract have, adequate product liability (and other necessary) insurance in respect of its potential liabilities hereunder, with a reputable insurance company. Copies of relevant insurance policies shall be provided to GLOPAC on request.
- (iii) If GLOPAC is obliged by law, or otherwise deems it necessary in its reasonable opinion, to take measures to prevent (further) damage in connection with any breach of the warranties in Condition 5(i), for example by launching a product recall, the Supplier shall be liable for all costs, damages, losses and claims incurred and sustained in connection with such measures, including but not limited to advertising costs, recovery and destruction of the Goods.

**Intellectual Property**

6. (i) The Supplier represents and warrants to GLOPAC that (the sale, delivery or use of) the Goods to be supplied, including labelling and packaging, shall not infringe any patent, copyright, trade or service mark, registered design or other rights which rank on a par with such intellectual property rights.
- (ii) The Supplier further represents and warrants that the Goods to be supplied are original and have been placed onto the market in the European Economic Area by the trade mark owner or with its consent.
- (iii) The Supplier shall be liable for, and shall fully and promptly indemnify GLOPAC against, all costs, damages, losses and claims (including but not limited to the purchase price of the Goods, costs for destruction of the Goods and legal fees) which GLOPAC may suffer or incur as a result of any infringement or alleged infringement of such rights or any breach of the warranties in this Condition 6.

**Remedies**

7. (i) If the Goods do not conform with the requirements in Sections 5 or 6, or do not in any other respects comply with the Contract, then GLOPAC shall have the right to:
  - a) reject the Goods and return them to the Supplier at its cost and shall give the Supplier the opportunity, within a reasonable period specified by GLOPAC, to remedy any defect in the Goods or to supply replacement Goods or take such other action to ensure conformity with the Contract;
  - b) if the Supplier fails to make use of the opportunity referred to in a), or if GLOPAC was unable, acting reasonably, to give such opportunity, then GLOPAC shall be entitled to terminate the Contract, and/ or carry out any work necessary to bring the Goods into conformity at the Supplier’s expense;
  - c) claim damages in compensation for losses sustained by GLOPAC as a result of any such defect or non-conformity.
- (ii) Without prejudice to any other right or remedy available to GLOPAC, the Supplier shall fully indemnify GLOPAC against all costs, damages, losses and claims which GLOPAC may suffer or incur as a result of claims by third parties arising from any defect in the Goods.
- (iii) If either party (“defaulting party”) is unable to pay its debts as they fall due, or (being an individual or firm) becomes bankrupt, or (being a company) is subject to an administration order or goes into liquidation, or a receiver is appointed of all or any part of its assets, or the defaulting party takes or suffers any other similar action in consequence of debt, or otherwise ceases or threatens to cease to carry on business, or there is a change of control of the defaulting party which may materially impact its ability to perform its obligations, or the other party reasonably apprehends that any of the events mentioned in this Condition is about to occur (and notifies the defaulting party accordingly) then, without affecting any of the other party’s other rights or remedies such other party is entitled to terminate the Contract or suspend any Order without incurring liability.
- (iv) The Supplier shall immediately notify GLOPAC if it is unable to deliver on the due date, or to otherwise perform the Contract, by reason of war, fires, floods or any natural disasters, or any other circumstances beyond its reasonable control. In such event, GLOPAC may suspend, modify or cancel the part of the Contract affected.

**General**

8. (i) The Supplier shall not without the prior written consent of GLOPAC assign the Contract to any third party. If GLOPAC (at its absolute discretion) consents to an assignment of the Supplier’s rights to receive payment under a Contract to a factoring company or other third party, it may require the Supplier and that person to agree to certain conditions.
- (ii) The Contract will only confer rights and benefits on GLOPAC and the Supplier, and no third party will acquire any rights or benefits under the Contract.
- (iii) Neither party shall disclose to third parties any details relating to the other party, including prices and sales figures, technical or commercial details or any other confidential information which has been obtained in connection with the Contract, unless such disclosure is required by law or regulatory authority. These Conditions shall be governed by and construed in accordance with the laws of the country in which the Goods are to be delivered to GLOPAC, or otherwise expressly agreed, and the parties irrevocably submit to the exclusive jurisdiction of the courts of such country.
- (v) GLOPAC shall have the right to amend these Conditions from time to time on giving reasonable notice to the Supplier.