

STANDARD TERMS & CONDITIONS OF BUSINESS

1. All quotations given and orders accepted by the Company are subject to the following terms & conditions. The Company will not allow any alteration to these terms & conditions unless approved by the Company in writing.
2. All quotations hold good for one month unless otherwise stated. Subject as aforesaid, the price payable is that ruling at the date of despatch (or collection).
3. Quotations are for foil lamination process only. Transport to and from Profoil is at the cost of the customer unless prior arrangements have been agreed in writing.
4. a) Whilst every reasonable precaution is taken to ensure that no loss of customer's goods occurs during processing, the Company cannot be responsible for checking the quantities and quality of all material delivered to the Company either by the customer or by the customer's transport or by manufacturers on behalf of the customer.
b) Where customers specifically require goods to be checked prior to processing, they should notify the Company in writing.
c) Processed material returned to the customer shall be subject to a spoilage or loss allowance of up to 3%.
5. Customer goods are at customer's risk at all times.
6. Save as stated in Clause 7 below (and save in respect of death or personal injury resulting from the negligence of the Company its servants or agents) the Company shall not be liable for any claim or claims for direct or indirect consequential or incidental loss or damage made by the customer against the Company whether in contract or in tort (including negligence on the part of the Company its servants or agents) arising out of or in connection with any defect in the material supplied or service carried out by the Company or in their fitness or otherwise for any particular purpose or any act omission neglect or default of the Company its servants or agents in the performance of the contract. In addition, under no circumstance will the Company be liable for any sum in excess of the contract price.
7. a) The Company reserves the right to decline to process any material found to be damaged, faulty or corroded on arrival but accepts no obligation to check material prior to processing for any defects.
b) The Company accepts no responsibility for rejects caused by damaged or faulty material or corrosion in the metal, or any other defect in the material provided by the customer and will invoice the processing cost.
c) If goods delivered by the Company are found to be unsatisfactory in any way the Company must be notified in writing within 7 days. If, following examination by the Company's Production Manager, the Company accepts responsibility then the Company will, at its option, rectify or reprocess the goods free of charge or refund the net invoiced processing price provided that the goods are in the same condition as when despatched by the Company and have not been processed or damaged in any way.
d) No charges will be accepted for processing by a third party unless agreed in writing by the Company.
e) If further deliveries are to be made in the same finish and to the same standard as a previous delivery and the Company is not notified in writing of the complaint within 7 days after the first delivery, it will be assumed that the finish is correct, and the Company will not accept responsibility for the following deliveries.
8. a) Time of delivery is not of the essence of the contract.
b) If the customer declines to accept delivery during normal working hours, then the Company shall be entitled to make a reasonable charge for storage. If the goods have not been collected or successful delivery arrangements made within one month after the scheduled delivery date, the Company will

be entitled to sell or otherwise dispose of them without further notice to the customer.

- 9. a)** Subject to the Company being satisfied with any references it may wish to take up and any agreement made to the contrary, the Company's trading terms are strictly net cash monthly, ie payment due on the last day of the month following the month of invoice. Any credit terms granted by the Company may be withdrawn if the terms are not adhered to by the customer or if for any other reason, the Company believes the customer's credit worthiness to be impaired.
- b)** The Company shall be entitled to charge interest at the rate of 2% over the current base rate of Barclays Bank plc on all overdue payments.
- c)** Payment for the services is due in the currency on the Company's invoice.
- d)** Time of payment shall be of the essence of the contract.
- e)** The buyer shall not be entitled for any reason whatsoever to withhold or set off payment for services supplied.
- f)** No debit notes will be accepted by the Company unless agreed in writing and the goods have been returned to the Company.
- 10.** The Company will pack the processed goods suitably for safe transport, The Company will not accept any responsibility for any defect in the service or the goods where those goods are stored outside or under adverse conditions after delivery.
- 11.** The stripping of an original finish for reprocessing will only be undertaken by prior written agreement, and at the customer's risk.
- 12.** The Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations.
- 13.** The Company does not accept responsibility for the corrosion of extrusions or other work on its premises. If they have not been processed within three months from the date of extrusion (or other production).
- 14.** The Company shall (in addition to its other rights under these Conditions) have the right to suspend all further deliveries of the Goods upon the occurrence of any of the following events:

 - (i) distress or execution being levied on any property of the customer;
 - (ii) an administrative receiver being appointed of the whole or any part of the assets or undertaking of the customer;
 - (iii) an order being made or a resolution being passed for the winding-up of the customer (except of the purpose of amalgamation or reconstruction);
 - (iv) the non-payment of any account not paid at the time specified above.
- 15.** The Company shall not be under any liability for delay, loss or damage caused wholly or in part by Act of God, war, fire, accident, transport delays, governmental restriction, conditions or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involved the Company's employees or not by reason of any other act, matter or thing beyond its reasonable control (including acts matters or things which occur at or in relation to any suppliers of raw materials or services to the Company).
- 16.** The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 17.** The contract shall be governed and interpreted exclusively according to the laws of England.