

Sappi Rockwell Solutions Ltd - Terms and Conditions of Sale

1. Contracts

- 1.1. Contracts with Sappi Rockwell Solutions (**'the Company'**) shall be for the supply of the Company's Products (**'the Products'**) and shall be subject to these Terms and Conditions.
- 1.2. The catalogue, price list, estimate or quotation of the Company comprises an invitation to treat which is open for a period of twenty-eight (28) days from the date thereof unless otherwise specified in writing PROVIDED THAT the Company has not previously withdrawn it. Any order issued by the Customer is subject to acceptance by the Company and a contract will only be formed when the Company has accepted the Customer's offer. Any offer made by the Company orally must be confirmed in writing by the Customer.
- 1.3. All orders are accepted under these Terms and Conditions alone and supersede all previous agreements and exclude any purported terms and conditions in the Customer's order.
- 1.4. No servant or agent of the Company has authority to make any representation or give any warranty in relation to the Products other than in the documents enclosed with the Company's quotation or acknowledgement of order.

2. Terms

- 2.1. Orders are accepted subject to the Buyer's credit being approved by **the seller**.
- 2.2. Payment is due as per agreed terms.
- 2.3. An order once placed whether verbally or in writing cannot be cancelled except by mutual agreement and then only the terms which would fully indemnify **the seller**.

3. Quotations and Prices

- 3.1. Quotations are subject to confirmation on receipt of order and do not constitute an offer.
- 3.2. Customers will be invoiced by the Company at the Company's prices ruling at the date of the despatch of the Products.
- 3.3. Prices quoted in the Company's quotation or price lists: and valid for 28 days from date of quote.
- 3.4. Are those then current and shall not be binding on the Company.
- 3.5. Do not include Value Added Tax, or any other tax, levy, duty or surcharge whether imposed before or after making the Contract.
- 3.6. Packing and postage or carriage and a small handling charge may be charged extra at the Company's discretion.

4. Orders

All Orders by the Customer:

- 4.1. Orders made by telephone must be confirmed in writing by the Customer within 48 hours on order forms marked 'Confirmation of telephone order'.
- 4.2. By agreement between the Company and the Customer orders for the Products may be established for delivery by instalments.
- 4.3. By agreement between the Company and the Customer orders for the Products may be held on reserve for an agreed period ("Reserve Holding Period").

5. Variation

- 5.1. No variation of any Contract shall be valid and binding unless the terms thereof have been agreed in writing by both the Company and the Customer.

6. Catalogues, Etc.

- 6.1. Any description of the Products appearing in the Company's catalogues, brochures, and other publications is believed to be correct and up-to-date but is not warranted by the Company. The Company accepts no responsibility for the accuracy of any description provided from information from a third-party supplier.

7. Specification and material

- 7.1. All Products will be supplied to the Company's current specification.

8. Delivery

- 8.1. Where contracts provide for a single delivery goods shall be delivered and accepted as soon as ready Where contracts provide for deferred deliveries such deliveries shall be accepted as specified in the contract (or as soon thereafter as ready) provided that all deliveries will be accepted within 90 days of printing. Any goods remaining 90 days and over after printing, **the seller** has the right to dispatch such goods and invoice them.
- 8.2. Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not vitiate the contract as to the remaining deliveries.
- 8.3. While every effort will be made by **the seller** to effect delivery in accordance with any pre-arranged dates and times, no guarantee as to the dates and time of delivery by **the seller** is to be implied and **the seller** will not accept liability for any loss or damage occasioned by delivery however caused.
- 8.4. Delay Caused by the Buyer - If delay is caused by the Buyer through lack of instructions, faulty, incorrect or incomplete instructions, or a change of instructions or otherwise, **the seller** reserves the right to increase price or recover costs to cover loss of production or any other cost or loss to **the seller** occasioned by such delay.

9. Passing of Property

- 9.1. The risk in goods shall pass to the buyer upon delivery, but ownership shall remain with **the seller** until full payment has been received of all sums due from the Buyer to **the seller** under this and any other contract between the Buyer and **the seller**.
- 9.2. The Buyer may sell or use the goods before ownership has passed to the Buyer, provided that all sums due or paid to the Buyer partially or wholly in respect of the goods are to be held in trust for **the seller** until all sums due to **the seller** have been paid.

10. Quantity Variations

- 10.1. A shortage or surplus, charged pro-rata, not exceeding 10 per cent or 50 kilos will be considered due execution of any order.

11. Drawings, Etc.

- 11.1. All Drawing (article or tool), sketches, silk screens, line films, negative, printing plates and technical documents delivered before or after the inclusion of the and intended for the use of or information of the Buyer, are submitted in confidence and shall remain at all time the exclusive property of **the seller** and must not be copied, reproduced, transmitted or communication to a third party without **the seller's** consent in writing. Unless otherwise stated specifically in writing, all drawings, descriptive matter, weights and dimensions submitted with any quotations are approximate only, and the descriptions and illustrations contained in **the seller's** catalogues, price lists and other advertising matter are intended to present a general idea of the goods described therein and none of these shall form part of a contract.

12. Suitability and Limitation of Seller's Liability

- 12.1. The Buyer shall always disclose to **the seller** full particulars, specifications and information regarding the nature, substance, composition and size of the articles, which it is intended, shall be packaged in the packaging supplied by **the seller**, together with full particulars of the physical conditions under which the said packaging shall be stored.
- 12.2. **The seller** shall not be liable for any damage to or deterioration, weakness or unsuitability of the said packaging caused by the articles placed therein, unless the said particulars, specifications and information were set out in writing by the Buyer when ordering the packaging of **the seller** and the said damage, deterioration, weakness or unsuitability was directly attributable to a property of the said articles which had been specifically disclosed as aforesaid. Further **the seller** shall not be liable in any event for any such damage to, or deterioration, weakness or unsuitability of their packaging or for any damage to or deterioration of the contents of any packaging supplied by them caused other than as described above, unless the same is attributable directly and solely to defective manufacture. Liability shall be restricted to the value of the packaging supplied by **the seller** and may be met by replacement of the packaging or cash refund at the option of **the seller**.
- 12.3. Any express or implied statement, condition or warranty, statutory or otherwise, not stated herein is hereby excluded and deemed to be inconsistent herewith; and save as is expressly otherwise stated herein, no responsibility is accepted by **the seller** for any damage or loss arising directly or indirectly out of goods supplied or for any damage or loss arising by reason of any failure of the goods to comply with the specification, notwithstanding that such damage or loss may have been caused in whole or in part by the negligence of **the seller**, its servants or agents.

13. Buyer's Requirements

- 13.1. The Buyer shall be wholly responsible (in respect of copyright, trademark, design, all common law and statutory right or otherwise howsoever) for any matter or work which he instructs **the seller** to perform and for any design, sketch, drawing, construction work or thing which he supplies and/or instructs **the seller** to supply or execute and for all claims by third parties arising there from and the buyer shall keep **the seller** indemnified against all proceedings, claims, costs, expenses and liability whatsoever in respect thereof.

14. Claims

- 14.1. Complaints or claims will only be entertained if lodged by the Buyer within three days of receipt of the goods by him, or if related to the transport of the goods within such time as will enable **the seller** to comply with the time limit and procedure of the railway companies or other carriers by whom the goods were transported. The return of goods will not be accepted unless **the seller** or his representatives shall first have an opportunity of examining it.

15. Cost Variation

- 15.1. All quotations are given subject to the cost of raw materials and labor at the date thereof and **the seller** reserves the right to increase prices in accordance with any increased costs and expenses (including Carriers charges) between the date of quotation of contract and the date of dispatch of goods.

16. Force Majeure

- 16.1. The performance of all contracts is subject to variation or cancellation by **the seller** owing to any Act of God, war, strikes, lock-outs, fire, flood, drought, tempest or any other cause beyond the control of **the seller** or owing to any inability by **the seller** to procure materials or articles required for the performance of the contract and **the seller** shall not be held responsible for any inability to deliver caused by and such contingency.

17. In any case of dispute Scottish Law shall govern jurisdiction and all matters.