

LOHMANN TECHNOLOGIES (UK) LIMITED

Terms and Conditions of Sale

1. Application of Terms

- 1.1 These are the Terms and Conditions of Sale (the Conditions) of Lohmann Technologies (UK) Limited trading as Lohmann Adhesive Tape Systems, registered in England under Company number 2715934 whose registered office is at 30 Upper High Street, Thame OX9 3EZ trading from 25 Kelvin Drive, Knowlhill, Milton Keynes MK5 8NH.
- 1.2 These Conditions shall govern and be incorporated into every contract for the sale and supply of Goods made by Lohmann (the Seller) with any Buyer to the exclusion of all other terms that the Buyer seeks to impose and represent the only terms upon which the Seller trades.
- 1.3 Acceptance by a Buyer of delivery of Goods shall constitute unqualified acceptance of these Conditions and subsequent sales of Goods shall be deemed to be subject to these Conditions.
- 1.4 These Conditions constitute the entire agreement between the parties. The Buyer acknowledges that it has not relied upon any statement or statement representation or warranty made or given on behalf of the Seller which is not set out in these Conditions.
- 1.5 Any waiver or variation of these Conditions may only be made in writing signed by a director of the Seller.

2. Basis of the Sale

- 2.1 Any estimate, quotation or Seller price lists shall constitute an invitation to treat. Any order placed by a Buyer shall constitute an offer, which the Seller may accept or decline.
- 2.2 The Seller reserves the right to withdraw or amend a quotation at any time before receipt of an unqualified order from the Buyer and each quotation shall be deemed withdrawn unless accepted within the period for acceptance stated on the quotation, or if no such period is stated, 90 days from the date of the quotation.
- 2.3 The Seller's employees or agents are not authorised to make any representation or recommendation concerning the Goods unless confirmed by the Seller in writing. In entering into the contract the Buyer acknowledges that it does not rely on such representations or recommendations.
- 2.4 Any error or omission in sales literature, quotation or other document issued by the Seller shall be subject to correction without liability on the part of the Seller.

3. Order and Specifications

- 3.1 The Buyer's order will only be accepted when it has been acknowledged in writing by the Seller.
- 3.2 The Buyer shall be responsible for ensuring the accuracy of its order and for giving all relevant information concerning the Goods to the Seller.
- 3.3 Goods supplied shall be entirely as described in the Seller's quotation subject only to such amendments by the Buyer as are accepted in writing by the Seller.
- 3.4 The Seller reserves the right to make any changes in the specification of Goods which are required to ensure conformity with any legal requirement and which do not materially affect their quality or performance. The Seller may specify a minimum order quantity.

3.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the written agreement of the Seller upon terms that the Buyer shall indemnify the Seller against all losses incurred by the Seller as a result of such cancellation.

4. Prices

4.1 Save for valid quotations supplied under clause 2, all prices will be those ruling at the date of delivery and will be quoted ex the Seller's factory.

4.2 All prices are exclusive of value added tax and any other similar taxes and duties which shall be paid by the Buyer in addition.

4.3 The Seller reserves the right by giving written notice to the Buyer that any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller or to reflect any change in delivery dates, quantities or specifications for the Goods requested by the Buyer or by the failure of the Buyer to give the Seller adequate information.

4.4 Unless otherwise agreed in writing, the Seller shall not accept any order on credit terms unless the price (and invoice value) is at least £300. The Seller will accept orders valued between £75 and £300 provided they are paid cash with order and such small orders relate only to Goods which are in stock.

4.5 The Seller will charge the Buyer £10 for each certificate of conformity requested and supplied. The Seller will charge the Buyer £10 (or such greater charge as the Seller has to pay its bank) where UK bank charges are applied to the Seller's account resulting from foreign bank charges arising from the Buyer's bank.

4.6 The Seller's standard delivery terms are delivery within 3 working days to anywhere in the UK and Ireland.

4.7 Delivery charges are as follows:

Locations in England	Invoice value over £400	No charge for standard delivery within 3 days
Locations in England	Invoice value under £400	£9.20 for standard delivery within 3 days.
Other locations in the UK and Ireland	Any invoice value	£25.00 for deliveries up to 10kg, with an additional £1.10 for every additional 1kg.
Other EU locations	Any invoice value	At cost
Other international locations	Any invoice value	At cost
Delivery anywhere within the UK by 12 noon on the following day	Any invoice value	£20 (in addition to any other delivery charge).
Timed delivery	Any invoice value	£25 (in addition to any other delivery charge).

5. **Payment**

- 5.1 The Seller will request cash with order unless credit facilities are granted.
- 5.2 If credit facilities are granted, this is strictly on the basis that payment is received by the Seller at its Accounts Department address quoted on the invoice within 30 days of the date of the invoice. Credit facilities may be withdrawn if this condition is not observed.
- 5.3 Time of payment is of the essence and the Seller reserves the right to claim statutory interest from the date any invoice becomes overdue at the rate currently applicable under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.4 Non-payment by the due date will entitle the Seller to suspend further deliveries without notice.
- 5.5 The Seller will invoice the Buyer upon despatch of the Goods. If the Goods are to be collected by the Buyer or the Buyer fails to take delivery, the Seller shall be entitled to invoice the Buyer at any time after the Seller has notified the Buyer that the Goods are ready for collection or delivery.

6. **Delivery and Risk**

- 6.1 Times quoted for delivery are treated as estimates only. The Seller will make all reasonable endeavours to deliver on time but will not be responsible for any loss or damage caused to the Buyer by late delivery.
- 6.2 Goods will be delivered to the Buyer at the Buyer's address. The risk in the Goods shall pass to the Buyer upon such delivery taking place.
- 6.3 Where delivery of the Goods is to be made by the Seller in bulk, the Seller is entitled to deliver up to 10% over or under the quantity ordered without adjustment in price. The quantity delivered shall be deemed to be the quantity ordered.
- 6.4 Where Goods are delivered by instalments, each delivery shall constitute a separate contract. Failure by the Seller to deliver one or more instalments shall not entitle the Buyer to treat the contract for other instalments as repudiated.
- 6.5 If the Buyer fails to take delivery of the Goods for any reason then the Seller may:
 - 6.5.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs of storage including insurance; or
 - 6.5.2 Sell the Goods at the best price readily obtainable and charge the Buyer for any shortfall below the price under the Contract with the Buyer.
- 6.6 The risk of damage to or loss of the Goods shall pass to the Buyer:
 - 6.6.1 Where Goods are delivered at the Buyer's premises, at the time of collection or delivery; or
 - 6.6.2 Where Goods are delivered by the Seller to an address notified by the Buyer, at the time of delivery or when delivery has been tendered if Goods are wrongfully refused.
- 6.7 Where the Buyer asserts that the Goods have not been delivered the Buyer is entitled to request proof of delivery (POD) from the Seller except that:
 - 6.7.1 Where the POD request is received by the Seller more than one month from the date of the Seller's invoice, the Seller may charge the Buyer a fee of no less than £15 which must be paid by the Buyer prior to production of POD. If a Buyer's claim of non-delivery is accepted such POD fee is refundable;

6.7.2 The Buyer must request POD within three months of the date of the invoice. Failing such request the Buyer's claim for non-delivery will be rejected and the Seller's invoice will be due and payable.

7. **Call Off**

7.1 Where call off applies, the Seller will ask the Buyer to sign a customer Call Off Order and Forecasting Form. The Seller shall hold the goods to the Buyer's order. The Buyer shall give delivery instructions to the Seller for delivery of instalments of the Goods as specified.

7.2 The Buyer and the Seller may each bring the call off arrangement to an end at any time by 30 days notice to the other. At the expiry of the notice period:-

7.2.1 If the Buyer has given the Seller delivery instructions for the remaining Goods, the Seller shall deliver them and invoice the Buyer, or if not

7.2.2 The Seller shall invoice the Buyer for the remaining Goods; the Seller shall have the right to dispose of the Goods without having to account to the Buyer for the proceeds of sale.

7.3 The Buyer must call off and pay for any Goods which are the subject of a Call Off Order in any event within 12 months of the date of delivery of the Goods to the Seller.

8. **Property and Title**

8.1 Until full payment has been received by the Seller for Goods supplied to the Buyer, the Goods shall remain the property of the Seller.

8.2 Where property in the Goods remains that of the Seller, the Buyer may deal with the Goods in the ordinary course of business provided that:

8.2.1 The Buyer stores the Goods carefully and ensures that they are clearly identified as belonging to the Seller.

8.2.2 The Seller may at any time revoke the Buyer's power of sale by notice to the Buyer if the Buyer is in default for longer than 14 days in payment of any sum due to the Seller.

8.2.3 The Seller and its agents or representatives shall be entitled at any time and without notice to enter upon any premises of the Buyer in which the Goods are stored or kept or reasonably believed so to be.

8.2.4 The Buyer will insure the Goods for their replacement value naming the Seller as the loss payee.

8.2.5 The Buyer's power of sale shall automatically determine if a receiver, administrator or liquidator is appointed or a winding up order is made against the Buyer or the Buyer commits any act of bankruptcy.

8.3 The Buyer shall not be entitled to charge any Goods which remain the property of the Seller by way of security for any indebtedness of the Buyer, but if the Buyer does so all money owing by the Buyer to the Seller shall forthwith become due and payable.

9. **Warranty**

- 9.1 The Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship for a period of 6 months from delivery.
- 9.2 The warranty in 9.1 is subject to the following conditions:
- 9.2.1 The Seller shall not be liable for any defect arising from failure to follow the Seller's instructions, or misuse of the Goods;
 - 9.2.2 The Seller shall not be under warranty liability if the total price for the Goods has not been paid by the due date for payment.
 - 9.2.3 Otherwise (except where the Goods are sold to a consumer, as defined in Section 12 of the Unfair Contract Terms Act 1977), all warranties, conditions and other terms implied by statute or law are excluded.
- 9.3 A Buyer must notify to the Seller any warranty claim within 14 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Buyer does not notify the Seller the Buyer shall not be entitled to reject the Goods, the Seller shall have no warranty liability and the Buyer shall be bound to pay the price.
- 9.4 The Buyer must notify any claim based on any defect in the condition of the Goods on delivery within 48 hours from the date of delivery. If the Buyer does not notify the Seller the Buyer shall not be entitled to reject the Goods.
- 9.5 Any product recommendations made by the Seller to the Buyer are made in good faith to the best of the Seller's knowledge and experience based upon information given by the Buyer. The Buyer however is solely responsible for deciding the suitability of the specific item of Goods supplied is appropriate for the Buyer's intended use in connection with the Buyer's intended method of application.

10. **Liability**

- 10.1 In respect of any valid claim, the Seller shall be entitled to replace the Goods free of charge or at the Seller's discretion refund to the Buyer the price of the Goods but the Seller shall have no further liability to the Buyer.
- 10.2 Notwithstanding clause 10.1 above if the Seller is liable to the Buyer arising out of this Agreement such liability shall be limited to direct loss and damage only and shall not exceed 200% of the price of the Goods in question.
- 10.3 The Seller shall not be liable to the Buyer for any indirect special or consequential loss or damage, including loss of profit, loss of use or anticipated savings.
- 10.4 The Seller does not limit its liability in respect of personal injury or caused by the negligence of the Seller or its employees.

11. **Tooling Costs**

- 11.1 Where the Buyer requires the Seller to make Goods exclusively for the Buyer's use, the Seller may request the Buyer to pay a contribution towards tooling costs (the Buyer's Tooling). The Buyer's Tooling will remain the property of the Seller.
- 11.2 The Seller will keep and use the Buyer's Tooling in a proper manner and use it solely for Goods to be supplied to the Buyer.
- 11.3 If the parties agree terms whereby the Buyer will buy the Buyer's Tooling and acquire possession of it, the Seller will be entitled to charge an additional reasonable cost for transfer of ownership at the Seller's discretion.

12. **Force Majeure**

- 12.1 The Seller shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing any of the Seller's obligations in relation to the Goods if the delay is due to any cause beyond the Seller's reasonable control.
- 12.2 Events of force majeure include but are not limited to:
- 12.2.1 Act of God, explosion, flood, tempest fire or accident;
 - 12.2.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 12.2.3 Acts or regulations of any kind on the part of any governmental parliamentary or local authority;
 - 12.2.4 Import or export regulations or embargoes;
 - 12.2.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - 12.2.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 12.2.7 Power failure or breakdown in machinery.

13. **Insolvency**

- 13.1 This clause applies if:
- 13.1.1 The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 13.1.2 An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer; or
 - 13.1.3 The Buyer ceases or threatens to cease to carry on business; or
 - 13.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 13.2 If this clause applies then the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer. If any Goods have been delivered but not paid for the price shall become immediately due and payable.

14. **General**

- 14.1 The Seller is a member of the group of companies whose ultimate holding company is Lohmann Kapitalbeteiligungs-und Managementgesellschaft GmbH and accordingly the Seller may perform any of its obligations or exercise any of its rights itself or through any other member of the group provided that any act or omission of such other member of the group shall be deemed to be the act or omission of the Seller.
- 14.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or its trading address.
- 14.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

- 14.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, that provision shall be severed from the contract and the validity of the other provisions of these Conditions shall not be affected.
- 14.5 The Contract shall be governed by the laws of England and the Buyer agrees to submit to the exclusive jurisdiction of the English Courts.