General Terms and Conditions of Sale

All products furnished by Atlantic Plastics Ltd (hereinafter "Seller") to the entity stated on the face of the order (hereinafter "Buyer") shall be in accordance with the following terms and conditions unless otherwise stated in writing

ACCEPTANCE AND COMPLETE AGREEMENT
Buyer's order is binding only when accepted in writing at the principal office
of Seller. The terms and conditions of sale are only those stated herein, which with the information contained overleaf shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. The parties agree there are no agreements, representations or warranties between the parties, or lor written, with respect to the products sold hereunder fincluding any made or implied from past dealings) except as expressed herein. No terms and conditions stated in or attached to Buyer's communications to Seller, including but not limited to Buyer's purchase orders the terms of which are hereby rejected, are applicable to these terms and conditions in any way and in no event shall such Buyer's or any other terms and conditions in Trade custom, trade usage and past performance are superseded by these terms and conditions. Trade custom, trade usage and past performance are superseded by these terms and conditions.

Shipping dates are estimates only and are not guaranteed. Seller will use every effort to make shipments as scheduled and may make partial shipments. Seller shall not be liable for any loss or damage ensuing from late delivery.

EXPORTATION

If the products ordered are to be exported from the country of Seller, the quoted shipping dates are subject to receipt of all export documents and authorizations. Regardless of ultimate destination, the prices quoted are based on packing for domestic shipment unless otherwise stated in writing. Buyer agrees to provide Seller in writing with the ultimate destination and identity of the end-user prior to shipment if the products are to be exported. In the event that the shipment of the products would violate US export control laws or if the Buyer fails to provide destination and end-user information within seven (7) days of a request from Seller, Seller shall be entitled to immediately terminate the contract without any compensation due to Buyer as a result of such termination. compensation due to Buyer as a result of such termination

PRICES
Unless otherwise specified and subject to conditions below the price quoted is nett and for orders with a minimum nett value of £2,000 includes packing and delivery within the United Kingdom. For orders under £500 the Seller may apply an optional surcharge. Any quotation is given on the basis that no Contract will come into existence until the Seller dispatches an acknowledgement of order to you. Any quotation is valid for the period stated therein provided it has not been previously withdrawn by the Seller. In case of destinations outside the UK, prices and deliveries are subject to individual quote. Carriage, freight and insurance arranged to the Buyer's requirements will be included in our quotation. Prices quoted, unless otherwise stated in writing, do not include sales, use, excise, value added or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or will reimburse Seller if it is required to pay them. Buyer will provide tax exemption certificates or evidence of tax payment on request. The price quoted is based on the cost of raw materials, wage rates, shipping charges, freight, insurance certificates or evidence of tax payment on request. The price quoted is based on the cost of raw materials, wage rates, shipping charges, freight, insurance premiums, landing charges and duties, railage and cartage applicable on the date on which a contract, acceptance, confirmation, tender or quotation is issued. Seller is entitled to alter or withdraw prices shown on our quotations or acknowledgments of orders without notice and without liability. Accordingly, any increase in such costs after such date and prior to the fulfilment of the contract shall be for the account of Buyer. The Seller reserves the right to cancel or withdraw a quotation without notice at any time before acceptance. Quotations not accepted within thirty days shall be deemed to be withdrawn unless confirmed by the Seller in writing. If any law, order, regulation, duty or tax, etc. is made or changed after the date of the Seller's quotation which affects the cost to the Seller of its performance of the Contract, the price shall be varied accordingly.

Standard payment terms are net thirty (30) days from date of invoice. Acceptance Standard payment terms are net firity (Ju) days from date of invoice. Acceptance of orders received will not proceed until the Buyer's satisfactory financial status has been established. In the event credit has not been established, Seller reserves the right to require payment, or the issuance of an irrevocable letter of credit satisfactory to Seller and at Buyer's cost, in advance of shipment. Time for payment shall be of the essence of this Contract. Any amounts not paid when due shall bear interest on a daily basis at the rate of 12% per annum or at the highest rate permitted by law (whichever is less), from the date of shipment until paid. A FSD minimum pat invivice charme will apont to any order valued less than FSD. rate permitted by law (whichever is less), from the date of shipment until paid. A £50 minimum nett invoice charge will apply to any order valued less than £50 unless otherwise agreed in writing. Should there be any dispute as to whether the products conform to contract or whether any obligation has been properly performed by Seller, Buyer undertakes that, notwithstanding such dispute, it shall not withhold any payment due, whether by way of setoff, counterclaim, discount, abatement or otherwise but shall pay any such amount to Seller on the due date therefor unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer and the Buyer gives the Seller sight of such order. The remedy of Buyer in such circumstances shall be limited to an action against Seller for the repayment of all or any relevant portion of any payment effected by Buyer All payments payable to the Seller under this Contract shall become due immediately upon termination of this Contract notwithstanding any other provision set out in these Conditions of Sale.

SOLVENCY

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Buyer's order will be deemed a representation that Buyer is solvent and able to pay for the products ordered. If Buyer fails to make payments when due or if bankruptcy or insolvency proceedings lincluding judicial composition proceedings are instituted by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, Buyer will be deemed to be in default and Seller will have the right to terminate forthwith its obligations by written notice to Buyer, in which case the termination provisions set out below shall apply.

CANCELL ATION

CANCELLATION.

No products may be returned without prior written approval of Seller. Orders placed with and accepted by Seller may not be cancelled except upon Seller's written consent prior to shipment and Buyer's acceptance of Seller's cancellation charges which shall protect Seller against all costs and losses. Seller reserves the right to cancel any sale hereunder without liability to Buyer (except for refund of monies already paid) if the manufacture or sale of the products is or becomes technically or economically impractical.

Seller reserves the right to discontinue the manufacture of, or change or modify the design and/or construction of the products sold pursuant to these terms and conditions, without incurring any obligation to Buyer

JURISDICTION AND DISPUTES

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These terms and conditions shall be governed in accordance with the law of the domicile of Seller. All disputes under these terms and conditions shall be resolved as follows:

for contracts with Buyers in the domicile of Seller such question, dispute or difference shall be submitted to the exclusive jurisdiction of the courts of the domicile of Seller: and

domicile of Seller; and - for contracts with all other Buyers such question, dispute or difference shall be finally settled by one or more arbitrators under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

The place of arbitration shall be in London, England and the language of the arbitration proceedings shall be English and the arbitration award shall be final and binding on the parties.

INSPECTION
Where we arrange delivery, we will repair or replace Goods damaged or lost in transit to the place of delivery provided always that you shall advise us within ten days of such damage or loss. Claims for partial loss or damage in transit must be reported to the carriers and us in writing within three days of receipt of Goods. If delivery is not affected within ten days from date of the invoice we must be If delivery is not affected within ten days from date of the invoice we must be immediately advised, as otherwise no claim for the Goods can be entertained. This condition shall not apply where Goods are sold for export, when our responsibility shall cease when the Goods are placed on board ship and we are under no obligation to give you the notice specified in section 32(3) of the Sales of Goods Act 1979.

TITLE AND RISK

The risk in the products shall pass to the Buyer on completion of delivery. Title to the products shall not pass to the Buyer until the Seller has received payment in full (in cash or in cleared funds) for the products and for any other products that the Seller has supplied to the Buyer and for which payment has become due. Until title in the products passes to the Buyer under this clause the Buyer shall:

[A] Hold the products on a fiduciary basis as the Seller's bailee; (B) Store the products separately from all other goods held by the buyer so that

(a) store the products separately from all other goods ned by the buyer so that they remain readily identifiable as the Seller's property;

(C) Not remove, deface or obscure any identifying mark or packaging on or relating to the product;

(D) Maintain the products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(E) Notify the Seller immediately if it becomes subject to any bankruptcy or

IEI Notify the Selter immediately it it becomes subject to any pankruptcy or insolvency proceedings;
[F] Give the Selter such information relating to the products as the Selter may require from time to time but the Buyer may resell or use the products in the ordinary course of its business.

If before title to the products passes to the Buyer the Buyer becomes subject to bankruptcy or insolvency proceedings, or the Selter reasonably believes that any such event is about to happen or reasonably believes that it will not be paid for the products and putifies the Puter accordingly then provided that the products and products and notifies the Buyer accordingly, then, provided that the products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the products and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the products are stored in order to recover them.

WARRANTY
All products that Seller manufactures are warranted, when paid for and properly installed, operated and maintained, to be free from defects in material and workmanship and to conform to the specifications, if any, listed on the other side of this form. If no specifications are listed, the products are warranted to conform to Seller's currently published specifications. The warranty period is twelve months from delivery to the Buyer. No warranty is given for products or components manufactured by companies not affiliated by ownership with Seller, or for products which have been subject to misuse, improper installation, corrosion, or which have been disassembled, modified or repaired by unauthorized persons. Seller must receive written notice of the defect from Buyer within the warranty period. Seller's liability is limited solely to servicing or adjusting any product returned to Seller's factory for that purpose, including replacing any defective parts therein or, at Seller's option, refunding to Buyer the purchase price allocable to the nonconforming product. Buyer must pay packing, crating and transportation costs to and from Seller's factory. At Buyer's request, Seller will make reasonable efforts to provide warranty service at the Buyer's premises, provided the Buyer pays Seller's then current rates for field service and the associated travel and living expenses. If a fault has been caused by improper installation, maintenance or use, or by abnormal conditions of operation, repairs will be billed at normal rates. If any fault arises, the following steps must be taken:

A Notify Seller of the product model number, serial number and details of the difficulty. On receipt of this information, Buyer will be given service data or All products that Seller manufactures are warranted, when paid for and properly

difficulty. On receipt of this information, Buyer will be given service data or

Snpping instructions, forward the product prepaid. If the product or the fault is not covered by warranty, an estimate of charges will be furnished before work begins.

SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. SELLER ALSO DISCLAIMS ALL WARRANTIES REGARDING ANY ANCILLARY SERVICES RENDERED.

FOREIGN CORRUPT PRACTISES ACT

[A] The BUYER hereby warrants and represents that in performing this Agreement, the BUYER shall comply and cause its employees and BUYER to comply with all applicable laws, rules, regulations and policies, and shall save the SELLER all applicable laws, rules, regulations and policies, and shall save the SELLER harmless against any legal claims resulting from the BUYER's failure to do so. (B) The BUYER acknowledges that the SELLER has entered into this Agreement with the BUYER in material reliance on the following representations and warranties made by the BUYER: (ii) neither receipt of any amount due and payable under this Agreement, performance of the services for which the said amounts are payable, nor the relationships created hereby or pursuant hereto, are in any respect in violation of the laws, rules, orders, policies or regulations of any country, and (iii) in connection with the performance of such services, the BUYER will not use any form of trade or communication or pay, either directly or indirectly, or offer to pay, promise to pay or authorise the payment of any money, gift, or other thing of value to any person who is an official, agent, employee or representative of any government or instrument thereof, to any political party or official thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing if value will be offered, given, or promised, directly or indirectly, to any such knowing or naving reason to better that are any portion or such money, into thing if value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee or representative, political party, political party official, or candidate for the purpose of influencing any act or decision of any such official to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose.

Buyer agrees to indemnify, defend and hold Seller harmless against any loss, Buyer agrees to indemnify, defend and noto Setter narmiess against any loss damage, expense, claim and any other cost or liability fincluding, but not limited to, fines and penalties to the extent permitted by law, clean-up or other remedial or containment costs, or legal, technical or other professional fees) arising as a result of any pollution, contamination, or other loss or damage to the environment or natural resources which arise in connection with any goods or services provided by Seller under the contract, regardless of cause, including without limitation Seller's pedigares, strict liability or other act or projection. negligence, strict liability, or other act or omission.

DRAWINGS

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Any drawings submitted herewith are only to show the general style, arrangement, and approximate dimensions of the products offered. No work is to be based on drawings unless the drawings are certified. In no event will manufacturing or proprietary drawings be supplied. Alt offers will be made at no obligation, unless explicitly stated otherwise and are based on the data, specifications etc. which have bepitchly stated unier wise air are based on the data, specimizations etc. which have been provided. Unless otherwise agreed in writing, all samples and all dimensions, weights, formulae and other particulars and information contained in engineering designs, quotations, tenders, specifications, prospectuses, advertisements and other documents supplied by Seller, are supplied or communicated for information only and do not form part of the contract.

Buyer agrees that all drawings, prints and other technical material which Seller provides to Buyer, whether prepared by Seller or by third parties under contract to Seller, contain data which may embody trade secrets and confidential know-how of commercial value to Seller or third parties under contract to Seller. Buyer agrees (a) to keep such information confidential; (b) that it will not disclose such information to any other person, corporate division or entity except where disclosure is required by Court order or otherwise by law in which event Buyer shall notify Seller in advance in writing of the requested disclosure; (c) will not use such information except in connection with the products supplied hereunder; and (d) will not sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose, without Seller's express prior written consent. Nothing herein shall restrict the use of information available to the general public or from disclosure by Buyer pursuant to any order of the court. Buyer agrees to reimburse Seller for any damages resulting from Buyer's breach of this confidentiality provision. Buyer agrees that all drawings, prints and other technical material which Seller

INTELLECTUAL PROPERTY RIGHTS

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All patents, copyrights, designs, drawings and other technical or commercial information relating to the products, including any software provided by Seller pursuant to any proposal, tender or the contract, and the intellectual property rights therein made or acquired by Seller prior to or during the preparation of the proposal or tender or in the course of work on the contract shall be and remain the exclusive property of Seller.

Factors properly of Jedes. If a product furnished to Buyer becomes or, in Seller's opinion, may become the subject of any claim, suit or proceeding for infringement of any intellectual property rights, Seller may at its option and expense (i) obtain for Buyer the right to use, lease or sell the product, (ii) replace the product, (iii) modify the product, to use, lease or sell the product, [iii] replace the product, [iii] modify the product, or [iv] remove the product and refund the purchase price paid by Buyer less a reasonable amount for use, damage or obsolescence. Seller will not be liable for any infringement arising from the combination of products or from the use of a product in practicing a process. Seller's total liability to Buyer will not, under any circumstances exceed the purchase price paid for the allegedly infringing product. Buyer agrees, at its expense, to protect and defend Seller against any claim of intellectual property right infringement arising from compliance with Buyer's designs, specifications or instructions and to hold Seller harmless from damages, costs and expenses attributable to any such claim. costs and expenses attributable to any such claim

INDEMNITY & INSURANCE

Buyer agrees to defend, indemnify and hold the Seller (and its agents, representatives, employees, officers, related companies, successors and assigns, and customers) harmless from all claims, demands, actions, damages and liabilities (including legal fees and consequential and incidental damages) arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of Buyer, its agents, employees, or

LIMITATION OF DAMAGES
IN NO EVENT SHALL SELLER BE LIABLE, IN CONTRACT, TORT, STRICT
LIABILITY, LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, OR
UNDER ANY OTHER LEGAL THEORY, FOR INCIDENTAL, INDIRECT, SPECIAL OR
CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER IT WAS INFORMED
ABOUT THE POSSIBILITY OF SUOT DAMAGES, AND IN NO EVENT SHALL
SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER EXCEED AN AMOUNT
EQUAL TO THE CONTRACT PRICE.

No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver thereof nor will any sing or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

In the event any provision or any part or portion of any provision of these Terms and Conditions shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.

FORCE MAJEURE

If performance of any obligation under the contract (other than an obligation of Buyer to make payment) is prevented, restricted or delayed by any act of God, act or omission of government or regulatory body, war, hostilities, industrial dispute at either party's premises or elsewhere, failure or delay in source of supply of materials or equipment, fire, explosion, accident or breakdown of essential machinery or equipment or by any cause (whether similar or not to any of the above events) beyond the reasonable control of the party whose performance is affected which for the avoidance of doubt includes any sub-contractor or supplier of Seller, then that party shall be excused from and shall not be liable for failure in performance to the extent of that prevention, restriction or delay and the time for performance shall be extended accordingly, If performance is delayed for more for performance shall be extended accordingly. If performance is delayed for more than 120 days by any cause referred to above and the parties have not agreed upon a revised basis for continuing the contract at the end of the delay, then either party may after that period and while the cause of the non-performance still exists terminate the contract by giving not less than 30 days' notice in writing to the other party, in which event the termination provisions set out below shall apply.

If Buyer fails to make any payment when due or to perform on time any of its other obligations under this contract Seller shall be entitled to suspend performance of the contract until the failure is remedied.

Seller shall be entitled to terminate the contract in the event Buyer is in breach of any of its obligations hereunder and fails to remedy the breach within twenty eight [28] calendar days after receiving written notification thereof from Seller or if Buyer goes into liquidation, receivership, administration or makes any voluntary arrangement with any of its creditors. Any termination of the contract in accordance with the terms hereof shall become effective upon service of a written notice of termination on the other party. Upon termination, howsoever arising, Seller shall be entitled forthwith to suspend any further deliveries under the contract without any liability to Buyer. Within 14 days of such a notice of termination, howsoever arising, Buyer shall pay to Seller.

- the outstanding balance of the contract price for products which have been delivered and for those products which are then capable of being delivered, and - the costs incurred or committed by Seller up to the date of notice of termination in performing work on products which are not then in a deliverable state plus a reasonable margin to be agreed between the parties which shall not be less than 15%, and

- the costs reasonably incurred by Seller as a result of the termination. This of any of its obligations hereunder and fails to remedy the breach within twenty

the costs reasonably incurred by Seller as a result of the termination. This obligation shall not, however, apply in respect of deficient or delayed products and in respect of which Buyer has terminated the contract by reason of the Seller's continual failure to remedy the deficiency or delay.

If Buyer does not take delivery of products within 7 days of notification that they are ready for delivery Seller shall be entitled on behalf of Buyer to put the products into storage at Buyer's expense. Seller shall be deemed to have delivered such products to given on storage and shall be entitled to payment on presentation of the warehouse receipt in place of any bill of lading or similar document otherwise required under the contract. Risk shall pass to the Buyer on storage, but title shall only pass in accordance with the title provision set out above.

Unless otherwise provided in the contract, no variation to the contract may be Unless otherwise provided in the contract, no variation to the contract may be made unless jointly agreed in writing by Seller and Buyer. If any variation increases or reduces the cost or time to Seller of performing the contract then the contract price and/or programme shall be adjusted accordingly. Seller shall not be obliged to accept any variation if the net effect, including any variations already made, is to increase or reduce the contract price by more than 15%. Variations shall, if not the subject of a quotation from Seller which has been accepted by Buyer prior to the variation being ordered, be priced by reference to the contract price or, where this is not relevant, by cost plus 25%. The time for performance of the contract shall automatically be adjusted in accordance with any variation.

Any notice required or permitted to be given by either party to the other hereunder shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been

place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices may be sent by registered mail, facsimile transmission or electronic mail and shall be deemed delivered when received by the other party. The headings herein have been used for ease of reference only and shall not affect the meaning or interpretation of this contract in any manner whatever. Buyer shall not be entitled to cede, transfer and/or assign any of its rights or delegate any of its obligations under this contract, without the prior written consent of Seller.

