



Document Name: Palm Paper Terms of Sale	Page: 1 of 2	
Document No: 2-0058	Version No: 1	Date: 09/05/2016

Terms of Sale

Terms and Conditions of Sale of Palm Paper Limited

1. Applicability

- 1.1. All offers and deliveries of Palm Paper Ltd (hereinafter referred to as "the Supplier") are made exclusively on the basis of the following Terms and Conditions of Sale ("these Terms"). These Terms and Conditions of Sale shall also apply for all future business conducted with the Buyer. Any terms and conditions stipulated by the Buyer shall be invalid unless they have been confirmed in writing by The Supplier as a supplement to these Terms and Conditions of Sale.

2. Description

- 2.1. The quantity and description of the goods shall be as set out in the Supplier's quotation or acknowledgement of order.
- 2.2. All samples, descriptive matter, specifications and advertising issued by Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract as this is not a sale by sample.

3. Reservation of Title

- 3.1. Notwithstanding delivery and the passing of risk in the goods, property in the goods will not pass from the Supplier until the Supplier has received in cash or cleared funds full payment of the sums due in respect of such goods.
- 3.2. Until property in the goods passes to the Buyer, the Buyer shall take reasonable action at the place of the Buyer in order to secure the reservation of title of the Supplier, including retaining any labeling attached by the Supplier, keeping the goods properly stored, protected and keeping the goods separate from similar goods of other Suppliers.
- 3.3. The Buyer shall arrange insurance against loss or damage of the goods under reservation of ownership and has a duty to inform the Supplier as soon as practically possible of any action taken by third parties against the reservation of ownership (for example any seizure of goods which form the object of the said reservation).
- 3.4. The Supplier may cancel the sale and take back the goods, of which ownership is reserved, if the Buyer goes into Receivership.
- 3.5. The Buyer agrees that whilst any such sums are outstanding the Supplier may at any time enter upon the buyer's premises and remove the goods.

4. Notification of Order

Every purchase order for paper, whether it be a making order or a stock order, must be transmitted by e-mail or telephone so that the Supplier is given the information clearly and unambiguously. Relevant information may include:

- 4.1. Reference to a possible quotation (exchange of correspondence, a visit, sending of price lists..)
- 4.2. Number of rolls
- 4.3. Quality, with reference to a grade, a brand, or samples supplied, as well as any other indication which may be necessary
- 4.4. In the case of reels:

- Width of reels
- Diameter of reels
- Internal diameter of cores
- Type of cores
- Basis weight (grammage per m²)
- Presentation, type of packing
- Delivery date(s), destination(s) and method of delivery
- Agreed price
- Agreed conditions of payment

No responsibility is accepted by the Supplier for any inaccuracy or error in orders given by telephone, until confirmed by the Supplier under Clause 5.

5. Confirmation of Order

The Supplier will endeavour to provide e-mail acceptance of order within one working day of receipt of notification of order. If acceptance of order is not received the Buyer shall contact the Supplier. No order by the Buyer shall be deemed to be accepted or to constitute a legally enforceable contract until accepted in writing by the Supplier or until delivery of the goods, whichever shall be the earlier.

6. Packing

The usual packaging materials such as paper and strawboard cores are not returnable.

If more costly packaging is required and this packaging is reusable, it will be necessary to make a special agreement concerning its return.

For special packs such as wooden crates, cylindrical packaging for reels, full trays, special cores, etc, any extra expense involved will be invoiced to the Buyer.

7. Transfer of Risk & Inspection

- 7.1. The Buyer shall upon receipt advise Supplier and confirm in writing, within 7 days of the arrival of each delivery of the Products at the Buyer's premises, of any defect, which is either visible or which can be identified by a cursory inspection or simple check, by reason of which the Buyer alleges that the goods delivered are not in accordance with the agreed specification and which should be apparent on reasonable inspection.
- 7.2. In the event of defects or irregularities which can only be identified after a detailed examination by means of a trial run or normal mechanical operations, the notification must be made by the Buyer as soon as reasonably possible and, in any event, no later than 12 months after receipt of the goods.
- 7.3. If the Buyer fails to give such a notice then, except in respect of any defect which would not be apparent on reasonable inspection, the goods shall be conclusively presumed to be in all respects in accordance with the agreed specification, and accordingly the Buyer shall be deemed to have accepted the delivery of the goods in question and the Supplier shall have no liability to the Buyer with respect to that delivery.

8. Delivery

- 8.1. If the Buyer rejects any delivery of the goods which are not in accordance with the agreed specification, the Supplier shall within 14 days of being requested to do so by the Buyer supply replacement goods which are in accordance with the agreed specification (in which event the Supplier shall not be deemed to be in breach of the agreement with or have any liability to the Buyer) or shall notify the Buyer that it is unable to do so, in which case the Buyer may obtain from any other person the quantity of the goods which the Supplier has been unable to supply. The Supplier shall, in other respects, not be obliged to rectify a defect or make a replacement delivery if this is only possible at a disproportionately high cost.
- 8.2. In the event of a dispute regarding the quality or specification of the goods, the Buyer shall keep the goods in secure storage and permit the Supplier full access rights for the purposes of inspecting, measuring and taking samples of the goods.
- 8.3. If there is any difference of opinion between the parties as to whether any goods supplied by the Supplier are in accordance with the Specification the matter shall, at the request of either the Supplier or the Buyer, be determined by an Expert.
- 8.4. Time of delivery is of the essence for the Buyer, but delivery within 24 hours of the due time for delivery shall not constitute a breach of the Agreement. If the Supplier fails to deliver within this time the Supplier shall be in breach and the Buyer shall have the option of accepting delivery from the Supplier or obtaining from any other person the quantity of the goods which the Supplier has been unable to supply., If the Supplier becomes aware that he will not be able to meet agreed delivery time he will inform the Buyer as soon as reasonably possible but if the projected delay is greater than 24 hours then the Supplier shall be in breach of the Agreement and the Buyer shall have the options referred to in this clause.
- 8.5. The Buyer may not withdraw from the contract before the performance due date, nor in the event of an insignificant breach of obligations by the Supplier. Withdrawal from the contract shall be excluded if the Buyer is solely or in the main responsible for the facts or circumstances which would justify his/its withdrawal from the contract.
- 8.6. If the goods were subsequently transferred to a different location from that of the Buyer's premises or the Buyer's subcontractor's premises and if the relevant costs are increased as a result, especially transport, labour and material costs for rectification or a replacement delivery, the aforesaid increased costs shall be reimbursed by the Buyer unless the transfer to another location is compatible with the envisaged use of the goods.
- 8.7. The expiry period for all warranty claims shall be 12 months from delivery of the goods.

9. Weight to be Invoiced

Papers and boards in reels

Reels of all grades are invoiced at the gross weight, including paper and board, wrappings, core and plug.

10. Payment

Terms of payment are to be agreed
Method of payment - By BACS to the Supplier

In the event of payment arrears, The Supplier shall be entitled to charge interest at a rate of 5% over Bank of England base rate compounded and invoiced monthly. This shall not in any way prejudice the enforcement of default damages.

11. Settlement of Litigation

Any disputes concerning the sales contract may be referred, by the joint agreement of the parties concerned, to arbitration.

Any controversy which cannot be settled either by negotiation or by arbitration shall be decided by the Courts of England in accordance with these general Conditions of Sale and with the laws in force in England.

12. Weight Tolerances of Deliveries

Papers supplied in reels

As a result of a variety of reel dimensions it is not practicable to fix the quantitative tolerances uniformly. The Supplier and the Buyer to agree acceptable tolerances.

13. Basis Weight Tolerances

The average basis weight delivered must comply with tolerances stipulated in the Supplier's specification.

14. Test Methods

Testing specifications will be in accordance with the most recent ISO standards and IFRA standards.

15. Liability

15.1. Nothing herein shall be deemed to exclude or restrict the Supplier's liability for death or personal injury resulting wholly from the negligence of the Supplier

15.2. The Supplier shall compensate the Buyer for all direct loss, damage or injury to the Buyer, excluding loss of profit, and all indirect and consequential losses, and any costs and expenses arising in connection with them which result from the Supplier's failure to comply with any contract terms (whether negligent or otherwise) and in particular resulting from any defect in the goods, their materials, delivery, construction, workmanship or design

16. Force Majeure

The Supplier reserves the right to defer the date of delivery or to cancel the contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, Governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Supplier to terminate the Contract