DURASAK LIMITED - TERMS AND CONDITIONS OF SALE

INTERPRETATION

1.1 In these conditions:
"BUYER" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller
"GOODS" means the goods (including any instalment of goods or any parts for them) which the Seller is to supply in accordance with these conditions
"SELLER" means Durasak Limited (registered in England under number 3541427)
"CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context requires otherwise) includes any special terms and conditions agreed in writing between the Buyer and Seller "CONTRACT" means the contract for the purchase and sale of the Goods.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, extended or re-enacted from time to time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller's written quotation accepted by the Buyer or the Buyer's written order accepted by the Seller. All such contracts shall be subject to these Conditions, which shall apply to the exclusion of any other terms and conditions proposed by the Buyer, whether contained in the Buyer's purchase order, acknowledgement or other documentation, unless expressly agreed otherwise in writing by the Seller.

ORDERS AND SPECIFICATION

3.1 Any order placed verbally must be confirmed in writing by the Seller. The Seller will issue an order acknowledgement setting out the agreed specification. The Buyer is responsible for checking the acknowledgement and notifying the Seller in writing of any errors or discrepancies within 48 hours of receipt. If no notification is received within this period, the order will be processed in accordance with the acknowledged specification.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4 The Buyer acknowledges that the Goods are manufactured products and that reasonable manufacturing tolerances may apply. Unless otherwise agreed in writing, the following tolerances shall apply:

3.4.1 Quantity supplied shall be subject to a tolerance of +/- 10% of the quantity ordered. The Buyer shall be invoiced for the actual quantity supplied.

3.4.2 Film thickness (gauge): +/- 10% of the specified gauge.

3.4.3 Dimensions: +/- 3% of the specified dimensions.

3.4.4 Roll weights: +/- 2% of the specified roll weight.

Any specific tolerances agreed in writing between the Buyer and Seller shall take precedence over the above standard tolerances.

3.5 Printed Goods shall be manufactured in accordance with the agreed specification and any applicable manufacturing tolerances. The Buyer acknowledges that minor variations in print positioning, colour and registration may occur as part of the normal manufacturing process.

3.6 The Seller reserves the right to make changes to the specification of the Goods where necessary to comply with applicable legislation or regulatory requirements, or where such changes do not materially affect the quality, performance or agreed specification of the Goods.

3.7 No order accepted by the Seller may be cancelled by the Buyer without the Seller's prior written agreement. Where cancellation is agreed, the Buyer shall be liable for all reasonable costs and expenses incurred by the Seller as a result of the cancellation, including materials purchased, manufacturing costs, work completed, supplier cancellation charges and any other direct losses arising from the cancellation.

PRICE OF THE GOODS

4.1 The price of the Goods shall be the price quoted or acknowledged by the Seller. Where no price has been quoted, or where a quotation has expired, the price shall be the Seller's published price applicable at the date the order is accepted. All quotations are valid for 30 days unless otherwise stated or accepted earlier by the Buyer.

4.2 The Seller reserves the right to adjust the price of Goods before delivery where there has been a demonstrable increase in costs beyond the Seller's reasonable control, including increases in raw materials, manufacturing, transport, duties or currency costs. The Buyer will be notified in writing of any such increase. Where the increase is material, the Buyer may cancel the affected order by giving written notice within 7 days of receiving notification. The Buyer shall remain liable for any reasonable costs already incurred by the Seller in fulfilling the order.

4.3 Unless otherwise stated in the Seller's quotation or price list, all prices are quoted on an ex-works basis. Where the Seller agrees to arrange delivery to another location, the Buyer shall be responsible for the applicable transport, packing and insurance charges, which may be added to the invoice.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.5 The Seller reserves the right to charge for pallets and returnable containers supplied with the Goods. A full credit will be issued where such pallets or containers are returned to the Seller, undamaged and in a reusable condition, before the relevant payment due date. Unless otherwise agreed, the Buyer shall be responsible for the cost of returning them.

TERMS OF PAYMENT

5.1 The Seller shall be entitled to invoice the Buyer for the Goods upon or at any time after delivery. Where Goods are to be collected by the Buyer, or where the Buyer fails to take delivery, the Seller may invoice the Buyer once the Goods are ready for collection or delivery has been tendered.

5.2 All initial orders shall be payable on a pro-forma basis unless otherwise agreed in writing. Subsequent orders may be offered on monthly credit terms, subject to satisfactory credit assessment and approval by the Seller. Approved account customers shall pay invoices within 30 days of the invoice date. The Seller reserves the right to review, amend or withdraw credit facilities where reasonably necessary.

5.3 If the Buyer fails to make payment by the due date, the Seller reserves the right to charge statutory interest and claim compensation for debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

DELIVERY

6.1 Delivery of the Goods shall take place when the Buyer collects the Goods from the Seller's premises after being notified that they are ready for collection, or where delivery to another location has been agreed, when the Goods are delivered to that agreed location.

6.2 If the Buyer fails to take delivery of the Goods or fails to provide adequate delivery instructions at the agreed time, other than where caused by circumstances beyond the Buyer's reasonable control or the Seller's fault, the Seller may, without prejudice to any other rights or remedies:

6.2.1 Store the Goods until delivery can take place and charge the Buyer for the reasonable costs of storage and insurance; or
6.2.2 Resell the Goods at the best price reasonably obtainable and recover from the Buyer any shortfall between the contract price and the resale price, together with any reasonable storage and resale costs incurred.

RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 Where the Goods are collected from the Seller's premises, when the Goods are handed over to the Buyer or its nominated carrier.

7.1.2 Where the Seller arranges delivery to another location, upon delivery of the Goods to the agreed delivery address. If the Buyer wrongfully fails to accept delivery, risk shall pass when delivery is tendered.

7.2 Notwithstanding delivery or the passing of risk, ownership of the Goods shall remain with the Seller until the Seller has received payment in full, in cleared funds, for the Goods and all other sums then due from the Buyer to the Seller in respect of any Goods supplied.

7.3 Until ownership of the Goods passes to the Buyer, the Buyer shall keep the Goods identifiable as the Seller's property and shall not pledge, charge or otherwise use them as security. If the Buyer fails to pay any amount due or becomes insolvent, the Seller may require the return of any Goods in which ownership remains with the Seller and may take reasonable steps to recover such Goods, subject to applicable law.

7.4 The Buyer shall not pledge, charge or otherwise use as security any Goods which remain the property of the Seller. If the Buyer does so, all monies owing to the Seller shall immediately become due and payable, without prejudice to any other rights or remedies available to the Seller.

WARRANTIES AND LIABILITY

8.1 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Act 1977), all warranties, Conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.2 Where the goods are sold under a consumer transaction (as defined by the Consumer transactions restrictions [restrictions on Statements] Order 1976), the statutory rights of the Buyer are not affected by these Conditions.

8.3 Any claim by the Buyer, which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification, must (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery. If delivery is accepted, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.4 Where any valid claim in respect of any of the Goods, which is based on any defect in the quality or condition of the Goods or their failure to meet specification, is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or approportionate part of the price), but the Seller shall have no further liability to the Buyer.

8.5 Nothing in these Conditions shall exclude or limit the Seller's liability for:

8.5.1 Death or personal injury caused by the Seller's negligence;
8.5.2 Fraud or fraudulent misrepresentation; or
8.5.3 Any other liability which cannot lawfully be excluded or limited.
Subject to the above, the Seller shall not be liable for any indirect or consequential loss or damage, including loss of profit, revenue, business, anticipated savings or goodwill.
The Seller's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the price paid or payable for the Goods giving rise to the claim.

8.6 The Seller shall not be liable for any delay or failure to perform its obligations under the Contract where such delay or failure results from circumstances beyond its reasonable control. The Seller shall notify the Buyer as soon as reasonably practicable and shall be entitled to a reasonable extension of time to fulfil its obligations for the duration of the circumstances affecting performance.

8.7 Circumstances beyond the Seller's reasonable control shall include, but are not limited to:
8.7.1 Acts of God, explosion, flood, storm, fire or accident;
8.7.2 War or threat of war, terrorism, sabotage, insurrection or civil disturbance;
8.7.3 Acts, restrictions, regulations or measures imposed by any governmental, parliamentary or local authority;
8.7.4 Import or export restrictions or embargoes;
8.7.5 Strikes, lockouts or other industrial disputes, whether involving the Seller's employees or those of a third party;
8.7.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
8.7.7 Power failures or machinery breakdowns.

GENERAL

9.1 Any notice required or permitted to be given under these Conditions shall be in writing and delivered by hand, sent by post or email to the other party's registered office, principal place of business or notified email address. Each party shall be responsible for notifying the other of any change to its contact details

9.2 No failure or delay by the Seller in exercising any right or remedy under these Conditions shall constitute a waiver of that or any other right or remedy. A waiver of any breach by the Buyer shall not constitute a waiver of any subsequent breach.

9.3 If any provision of these Conditions is found by a court or competent authority to be invalid, unlawful or unenforceable, in whole or in part, the remaining provisions shall continue in full force and effect.

9.4 These Conditions and any Contract between the Seller and the Buyer shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or any Contract.

EXTENDED PRODUCER RESPONSIBILITY (EPR)

10.1 Durasak Limited supplies packaging products and will provide relevant packaging specifications and information where reasonably available.

10.2 Customers are responsible for identifying and meeting any Extended Producer Responsibility (EPR) obligations applicable to their own business and packaging activities, including providing accurate information regarding the intended use of packaging where reasonably requested.

10.3 Each party remains responsible for fulfilling its own statutory obligations under applicable packaging EPR legislation. Nothing in these terms transfers, removes or overrides any statutory responsibility imposed on Durasak Limited or the customer.

Amended 09/11/2026