

EUROCRATE GROUP LTD – TERMS AND CONDITIONS OF TRADE

1. GENERAL

All orders are accepted and goods supplied subject to the following express terms and conditions (the Company's standard conditions of sale) and to save to the extent that the exclusion or retention of liability may be prohibited by statute, all other conditions, warranties and presentations, expressed or implied and statutory or otherwise except as to title, are hereby excluded. Any order placed by a customer shall constitute an offer to contract upon these express terms and conditions, and no addition thereto or variation therefrom whether contained in the Customer's order or otherwise shall apply unless expressly agreed in writing by the Secretary or Director of the Company.

2. DEFINITIONS

"The Company" means:

Eurocrate Group Ltd (Eurocrate Ltd, Plasticboxsales Ltd, RDH TradingCo).

"The Customer" means any third party to whom the Company may agree to sell goods in accordance with the Company's standard Terms and Conditions of Trade.

"The Goods" means the articles or things or any of them to be provided by the Company in accordance with the Company's standard Terms and Conditions of Trade.

3. ORDERS

All orders are subject to availability of the goods and to written acceptance by the Company's authorised representative. Any prior confirmation by the company by email or telephone shall be deemed to be provisional only. The Customer agrees to send the Company a written order in confirmation of any telephone orders duly marked with any confirmation reference given by the Company; otherwise the Company cannot accept liability for any duplication or delivery that may occur. Cancellation or amendments of orders are subject to a charge, as stated in Clause 13.

4. PRICES

- (a) Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication of price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding on the Company.
- (b) All quoted or listed prices are exclusive of Value Added Tax or any other taxes. The Company may by giving written notice to the Customer before delivery, increase the price of the Goods to reflect (i) any increase in the cost of the Goods that is due to any factor beyond the Company's control; (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the specification; or (iii) any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

5. MANUFACTURER'S SPECIFICATION

Where the Goods do not comply with the manufacturer's specification, the Company shall use all reasonable endeavours to assist the Customer in making a claim under the manufacturer's warranty. The Company will not be liable in any respect for any loss or damage caused by or resulting from any variation for whatever reason in the Manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. The Company will endeavour to advise the Customer of any such impending variation as soon as it receives notice thereof from the Manufacturer.

6. CARRIAGE AND DELIVERY

- (a) Unless otherwise stated in the Company's quotation, prices include delivery charges to the Customer, and the Company reserves the right to levy a further charge for delivery to any destination advised by the Customer.
- (b) Delivery is completed on the completion of unloading of the Goods at the delivery location agreed by the Company and the Customer. If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- (c) If the Customer fails to take delivery of the Goods within three business days of the Company notifying the Customer that the Goods are ready, then, delivery of the Goods shall be deemed to have been completed at 9.00 am on the third business day after the day on which the Company notified the Customer that the Goods were ready; and the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance). If ten business days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

7. PASSING OF RISK AND PROPERTY

- (a) Risk in the Goods shall pass to the Customer on delivery.
- (b) Property in the goods shall remain in the Company until payment in full therefor has been made by the Customer.
- (c) If payment in full is not made in accordance with the Company's standard Terms and Conditions of Trade the Company may require the Customer to return the goods forthwith and if the requirement is not immediately complied with the Company shall be entitled at any time and without notice to retake possession of the whole or any part of the Goods (and for that purpose to enter the premises occupied by the Customer and sever the goods from anything they are attached to without being responsible for any damage thereby caused) without prejudice to any other remedy that may be available to the Company.

8. DEFECTS AND USE

Save as herein expressly provided and save to the extent that the exclusion or restriction of liability may be prohibited by statute the Company shall not be liable for any loss of whatsoever nature or to whomsoever or whatsoever caused arising out of use of the Goods. The Customer shall indemnify the Company against all claims made against the Company by any third party made in respect thereof, unless otherwise agreed:

- (a) Where the goods are rejected by the Customer as not being in accordance with the Customer's order the Company will only accept the return of such Goods provided that it receives written notice thereof, giving detailed reasons for rejection within 14 days of receipt of the Goods by the Customer and if such notice is not received by the Company within the said period of 14 days the Goods shall be deemed to have been accepted by the Customer. The Company will not consider any claim for compensation, indemnity or refund until liability if any has been established or agreed with the Manufacturer and where applicable the Insurance Company. Under no circumstances shall invoiced costs of the Goods be deducted or set off by the Customer until the Company has passed a corresponding credit note.
- (b) In the case of defects or faulty workmanship the Goods or any part thereof the

Customer shall not be entitled to receive any compensation, credit or refund in excess of that received by the Company under any guarantee or warranty given to it by the Manufacturer or supplier thereof.

9. RETURNS OF GOODS

Goods will not be accepted by the Company for exchange or repair unless each item of returned Goods is accompanied by a returns note number from the Company

10. EXCLUSION OF LIABILITY

- (a) Except where provided otherwise in these conditions, the Company shall be under no liability of whatsoever kind whether or not due to the negligence or wilful default of the Company or its servants or agents arising out of or in connection with the goods. All conditions, warranties or other terms, whether expressed or implied, statutory or otherwise, are hereby expressly excluded providing that nothing in this paragraph shall exclude or restrict any liability of the Company for (i) death or personal injury resulting from the negligence of the Company or its servants or agents; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- (b) The Company's liability shall be limited to direct loss and shall not include indirect or consequential loss.
- (c) The Company's total liability arising out of or in connection with these Terms of Trade or the Goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

11. PAYMENT

- (a) Punctual payment is the essence of the contract. Provided that the Company has granted the Customer credit facilities, settlement terms are net 30 days from the date of invoice. In the absence of credit facilities having been granted by the Company, payment shall be in advance.
- (b) The Company reserves the right to suspend deliveries where payment is not received in accordance with paragraph (a) of this clause or in accordance with any alternative terms agreed in writing.
- (c) Where payment is not made in accordance with the terms of sub-clause (a) above hereof the Customer shall pay interest on any unpaid amounts calculated at 3% above Barclays Bank Plc's base rate for the time being in force calculated on a daily basis.

12. DESPATCH

Any times quoted for despatch are to be treated as estimates only and without prejudice, although every endeavour will be made by the Company to adhere to them. Quotations or offers of goods ex stock are subject to the Goods being unsold at the time of receipt of the Customer's written order. All despatch dates are calculated from the date of acceptance of the Customer's written order. Furthermore the Company shall be entitled to make part deliveries of any quantities of goods ordered by the Buyer and to deliver invoices for payment in the usual way in respect of all deliveries made, and the Buyer shall be bound to accept and pay for such part deliveries as though made under separate contracts. Where delivery is by instalments, whether specifically provided for under contract or not, each instalment shall be deemed to be the subject of a separate contract and any default by the company in respect of any instalment shall not affect the balance of the contract or entitle the Buyer to cancel the contract.

13. CUSTOMER'S DEFAULT AND CANCELLATIONS AND RE-SCHEDULING OF DELIVERIES

- (a) If the circumstances or status of the customer change for whatever reason (eg. Bankruptcy or receivership, change of name, litigation by the Company or other parties, etc.) or the Customer commits a material breach of any term of these Terms of Trade or the order and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so, the Company reserves the right, without prejudice, to cancel or suspend trading with the Customer including orders in process and to demand immediate settlement in full of all outstanding invoices.
- (b) Requests by a customer for cancellation or amendment of any order or for rescheduling of deliveries will only be considered by the Company if made in writing and shall be subject to the written acceptance of the Company or if cancelled or rescheduled at the request of the Customer, then the Customer shall indemnify the Company against all loss costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation, amendment or re-scheduling thereof to be calculated at 10% of the value of the order with a minimum of £50.

14. FORCE MAJEURE

The Company shall not be liable for the cancellation by it of any order or any unfulfilled part thereof or for effecting partial delivery or performance if performance by the Company is prevented or delayed whether directly or indirectly by any cause whatsoever beyond the reasonable control of the Company whether such cause existed or was foreseeable at the date of acceptance of the Customer's order by the Company's order or not and without prejudice to the generality of the foregoing any cause shall be deemed to prevent, hinder, or delay the Company if the Company is thereby prevented, hindered, or delayed from fulfilling other commitments whether to the Customer or the third parties.

15. SEVERABILITY

If and to the extent that any provision or any part of the provision of the Company's standard conditions of sale is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provision (as the case may be) all of which remaining provision shall remain in full force or effect.

16. ASSIGNMENT

The Customer agrees not to assign or transfer this Agreement or any of its rights herein without the prior written consent of the Company.

17. ENTIRE AGREEMENT

The order together with these Terms of Trade constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

18. JURISDICTION

The Agreement shall be governed by and constructed in accordance with English law and the Courts of England shall have exclusive jurisdiction to hear all disputes arising in connection with the agreement.