

The Buyer's attention is drawn in particular to the provisions of clause 20.

1. These Conditions of Sale ("the Conditions") shall apply, to the exclusion of all other terms and conditions, including any terms and conditions contained in or annexed to any purchase order submitted by a purchaser of the Goods ("the Buyer") to each transaction ("the Contract") for the sale of goods as described in the Company's specification/catalogue ("the Goods") by Antalis Limited ("the Company") to the Buyer, unless otherwise agreed in writing. The Contract constitutes the entire agreement between the parties, and the Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.
2. The British Paper and Board Trade Customs 1988 as amended from time to time ("the Customs") shall apply to each Contract, unless inconsistent with the terms of the Contract, in which case the Contract shall apply.
3. The price of the Goods ("the Price") shall be the Company's quoted price and shall be exclusive of VAT, packaging, delivery, carriage and insurance. The Company shall be entitled to increase the Price at any time before the Goods are dispatched to reflect any increase in the cost to the Company arising from any factor beyond its control or any changes in delivery dates, quantities or specifications requested by the Buyer or any delay caused by the Buyer's failure to provide adequate information or instructions. All telephone orders shall be subject to an administration charge.
4. Any order for the purchase of Goods by the Buyer merely constitutes an offer to enter into the Contract. The order will be deemed to be accepted, and the Contract will come into existence, when the Company issues a written acceptance/acknowledgement of the Buyer's order or in the event that no such acceptance/acknowledgement is given, when the Company performs the Contract by dispatching the Goods. The Company's acceptance/acknowledgement of the Buyer's order shall be conditional upon none of the following events having occurred since the date on which the Buyer first became a customer of the Company: a change of control of the Buyer (within the meaning of section 1124 of the Corporation Tax Act 2010); the sale or other disposal by the Buyer of all or substantially all of its assets; or a change in the legal status of the Buyer.
5. The Buyer shall notify the Company immediately of the occurrence of any of the following events: a change of control of the Buyer (within the meaning of section 1124 of the Corporation Tax Act 2010); the sale or other disposal by the Buyer of all or substantially all of its assets; or a change in the legal status of the Buyer.
6. Unless otherwise agreed, the Buyer shall pay the Price in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law) (whether or not formally demanded) on or before the end of the month following the month in which the Goods are delivered. The time of payment of the Price shall be of the essence of the Contract.
7. If the Buyer fails to make any payment when due then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
 - (a) cancel the Contract or suspend any further deliveries to the Buyer;
 - (b) charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 2% per month until payment in full is made, such interest to be compounded at monthly intervals;
 - (c) withdraw all credit facilities extended to the Buyer and require immediate payment of any and all outstanding invoices issued by the Company to the Buyer whether or not they are due for payment;
 - (d) cancel and withdraw any trade discount, rebate or brokerage on the Price and any other preferential terms allowed to the Buyer;
 - (e) set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.
 - (f) charge the Buyer for any legal and other expenses reasonably incurred by the Company for the purposes of recovering payment from the Buyer.
8. An invoice shall be deemed to be accepted by the Buyer unless it raises and serves a written objection to the Company within 7 days of its receipt by the Buyer.
9. Delivery shall be made to the Delivery Location. "Delivery Location" means (i) the address agreed with the Company or (ii) where the Company uses a third party carrier to deliver the Goods, the carrier's premises.
10. Each delivery of Goods shall be accompanied by the Company's delivery note. The Company shall not make any deliveries using the Buyer's own form of delivery note.
11. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
12. Any date quoted for delivery of the Goods shall be approximate only and the time of delivery is not of the essence. The Company shall not be liable for any delay in the delivery of the Goods (i) that is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or (ii) if, in the Company's reasonable opinion, the Delivery Location is inaccessible and/or unsafe or (iii) there is no level stair-, escalator- or lift-free access to the Delivery Location.
13. If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer 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 (i) to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or (ii) if, in the reasonable opinion of the Company, the Delivery Location is inaccessible and/or unsafe or (iii) there is no level stair-, escalator- or lift-free access to the Delivery Location..
14. If the Buyer fails to take delivery of the Goods or fails to give adequate delivery instructions to the Company then, without prejudice to any other right or remedy available to the Company, the Company may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and after a period of 7 days sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer the amount of any shortfall.
15. Risk of damage to or loss of, the Goods shall pass to the Buyer on delivery or, if the Buyer wrongfully fails to take delivery, at the time when delivery is tendered. The property in the Goods shall not pass to the Buyer until the Company has received payment in full of the Price and of the Price of all other Goods agreed to be sold by the Company to the Buyer for which payment is then due.
16. Until property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee, shall keep the Goods separate from those of the Buyer and third parties, keep the Goods properly stored, protected and insured and identified as the Company's property and the Buyer shall not pledge or charge the Goods by way of security or otherwise. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business subject to the provisions below. If the Buyer becomes subject to any of the events listed at clause 17 of these terms and conditions, then the Buyer's right to resell or use the goods ceases immediately. The Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so, the Buyer hereby grants or in the case of third party premises to procure the grant of an irrevocable licence to the Company to enter upon any premises of the Buyer or of any third party where the Goods are stored and repossess the Goods. Any breach of this clause by the Buyer shall cause all monies owing to the Company to become immediately due and payable.
17. If the Buyer makes any voluntary arrangement with its creditors or becomes subject to an Administration Order, or if a notice of intention to appoint an administrator is given, or the Buyer (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or if an encumbrancer takes possession, or a Receiver is appointed, of any of the property or assets of the Buyer, or the Buyer undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010), or the Buyer sells or otherwise disposes of all or substantially all of its assets, or if there is a change in the legal status of the Buyer, or the Buyer ceases or threatens to cease to carry on business or the Company reasonably believes that any of the events mentioned in this clause is about to occur (and notifies the Buyer accordingly) then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries without any liability on the part of the Company and, if the Goods have been delivered but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

18. (a) If the Buyer is a limited company, partnership, limited liability partnership or limited partnership, any director of the Buyer (if a limited company) any partner of the Buyer (if a partnership) any designated member of the Buyer (if a limited liability partnership) and any individual general partner or corporate general partner (if a limited partnership) who signs the Company's credit account application form agrees (if more than one, jointly and severally) to guarantee the payment of all monies, debts and liabilities of any nature from time to time due or owing from or incurred by the Buyer to the Company (the "Guaranteed Obligations").
- (b) This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance of all monies payable under the Contract, irrespective of any intermediate payment or discharge in full or in part of the Guaranteed Obligations.
- (c) Regardless of whether a guarantor ceases to be a director, shareholder or member of the Buyer, no guarantor shall be discharged or released from his or her obligations under this guarantee unless and until the Company expressly confirms in writing that he or she is so discharged or released.
- (d) The Company may, at its sole discretion, conditionally or fully release or discharge any guarantor from his or her obligations under this guarantee or accept any composition from or make any other arrangements with any guarantor without releasing or discharging the other(s) or without prejudicing or affecting the Company's rights and remedies against such other(s).
- (e) The liability of the guarantor under this clause 18 shall not be affected by a change in the constitution, name style or legal status of the Buyer, a change of control of the Buyer or the sale or other disposal by the Buyer of all or substantially all of its assets.
19. All intellectual property rights in or arising out of or in connection with the supply of the Goods (other than intellectual property rights in any materials provided by the Buyer) shall be owned by the Company. The Company grants to the Buyer, or shall procure the direct grant to the Buyer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence for the purpose of receiving and using the Goods in its business. The Buyer shall not sublicense, assign or otherwise transfer the rights granted in this clause 19. The Buyer grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Buyer to the Company for the purpose of supply the Goods to the Buyer.
20. Subject as provided below the Company warrants that the Goods will correspond to their specification at the time of delivery and shall be free from defects in materials and workmanship. All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- (a) Except in respect of death or personal injury caused by the Company's negligence, or fraud or fraudulent misrepresentation, the Company's entire liability under each Contract whether in contract tort (including negligence) breach of statutory duty or otherwise shall be limited to the lower of £1,000 and the direct costs of (at the Company's discretion) repair or replacement of any of the Buyer's goods which are proven to have been damaged or lost as a direct result of a defect in the Goods. The Company shall not be liable to the Buyer for any indirect or consequential or special loss or damage (whether for loss of income, profit or otherwise), costs, expenses or other claims for compensation which arise out of, or in connection with, the supply of the Goods or their use or resale by the Buyer.
- (b) 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 or non or incorrect delivery shall (whether or not delivery is refused by the Buyer) be notified to the Company within 7 days from the date of delivery or (where there is non or incorrect delivery or the defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company 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.
- (c) Where any valid claim is notified to the Company, the Company shall be entitled to repair or replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, grant credit to or refund to the Buyer the Price of the Goods (or a proportionate part of the Price), but the Company shall have no further liability to the Buyer.
- (d) The Company shall not be liable for Good's failure to comply with the warranty set out in clause 20(a) in any of the following events:-
- the Buyer makes any further use of such Goods after giving notice in accordance with clause 20(c);
 - the defect arises because the Buyer failed to follow the Company's oral or written instructions as to storage, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
 - the Goods differ from their specification as a result of changes made to ensure they comply with applicable statutory regulatory requirements.
- (e) The Company shall not be liable to the Buyer or in breach of contract where performance of its obligations is prevented, frustrated or impeded as a result of any act of God, war, or civil disturbance, strikes or other industrial action, government or other authority, laws, regulations or orders, national emergencies, lockout, fire, flood, drought, tempest, import or export restrictions, power failure, difficulty in obtaining materials or Goods or any other cause beyond the control of the Company (a "Force Majeure Event").
- (f) To the extent that the Goods are to be manufactured or otherwise produced in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of such specification. This condition shall survive termination of the Contract.
21. Goods delivered correctly may only be returned for credit with the Company's prior written agreement. All such Goods must be returned undamaged in their original condition. The Company may at its discretion choose to collect the Goods from the Buyer, in which case a collection charge of the greater of £30 and 10% of the value of the Goods shall be applied.
22. General.
- (a) Each Contract shall only confer rights and benefits on the Buyer and no third party shall acquire rights or benefits under the Contract.
- (b) If any provisions or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (c) The Company is a subsidiary of Antalis Holdings Limited. Accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other company which is a subsidiary of Antalis Holdings Limited, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.
- (d) The Buyer may not assign, transfer, subcontract, or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent of the Company.
- (e) Any notice given under these Conditions shall be in writing addressed to the registered office or principal place of business of the addressee or such other address as may at the relevant time have been notified as the correct address.
- (f) No waiver by the Company of any breach of the Contract by the Buyer shall be considered as waiver of any subsequent breach of the same or any other provision.
- (g) The Conditions and each Contract and any dispute or claim arising out of or in connection with them and their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- (h) Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company.