



General Purchase Terms (“Terms”) of Stölzle Flaconnage Ltd. (“STF”) valid since 11.2009

1. General

Any contract between Stölzle Flaconnage Limited (“Purchaser”) and a supplier (“Supplier”) for the supply of goods and / or services to the Purchaser shall automatically incorporate these conditions which shall prevail over any other terms and conditions attached to the suppliers order form, offer or acceptance or contained in any other written or oral intimation and any such other terms or conditions shall form no part of the contract between the Purchaser and the Supplier. Where the express terms of the order refer to the Purchaser’s standard contractors’ terms (a copy of which has been supplied to the Supplier or will if so required by the Supplier be supplied to him) the supplier shall if so required by the purchaser enter into a contract incorporating those terms insofar as the same are not inconsistent with any special terms contained on the face of the order. References in these conditions to the goods are references to any goods to be supplied by the Supplier in the performance of the contract.

The Purchaser accepts no responsibility for any order unless issued on the purchaser’s printed order form and duly signed. The Purchaser’s order number must be quoted on all correspondence in connection with the order. An advice note must be enclosed with all goods when delivered. All boxes, cases and packing must also be marked clearly with the Purchasers’ order number.

No Waiver of any of these conditions shall be effective unless it is in writing and signed by a director of the Purchaser for the purpose of the Companies Acts or his nominated deputy (“Authorized Signatory”). Any such waiver shall be for the purpose of that particular transaction only and all other conditions herein contained shall remain in full force and effect.

2. Prices and Payment

The acceptance of this order should state the price of the goods and / or services. The Supplier shall not be entitled to adjust the quoted or agreed price unless any such alteration is agreed in writing and signed by an authorized signatory. The Purchaser will pay for all goods 60 days EOM following receipt of both goods and services and the relevant invoice, unless otherwise specifically agreed in writing. This order (upon the terms and conditions herein appearing) must be accepted in writing by the supplier within 30 days of the date appearing on the face failing which the offer will lapse.

3. Delivery

For the purposes of these conditions the property in the goods shall not pass to the Purchaser until delivered to and accepted by the Purchaser. No liability is accepted by the Purchaser for any loss or damage incurred during transit. The Supplier will effect delivery and/ or provide services in accordance with agreed dates. The Purchaser reserves the right to cancel all or part of this order if any delivery or provision of service is not made as agreed. Unless otherwise agreed, goods will be delivered carriage paid by normal method of transport. If goods are overdue, the Purchaser reserves the right to request dispatch by express route at the Supplier’s expense.

4. Implied Conditions

The supplier shall comply with the implied terms relating to title, description, merchantable quality, fitness for purpose and correspondence with sample as set out in sections 12 to 15 of the Sale of Goods Act 1979 and with those terms set out in section 2 to 5, 8 to 10 and 13 and 14 of the Supply of Goods and services Act 1982 or any amendment or re-enactment thereof and any purported exemption there from shall be void.

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The Supplier relies on his own skill and judgment and not that of the Purchaser to ensure that the goods are fit for any purpose expressly or impliedly made known to the Supplier.

If the goods and/or services fail to correspond in all respects with the Purchaser's specification the Purchaser shall be entitled (without prejudice to any other rights it may have) to reject any goods and the property in the goods shall remain with the Supplier and the Purchaser shall be entitled to recover from the Supplier any loss or damage suffered.

The Supplier shall indemnify the Purchaser against any and all liabilities, costs, claims, damages or expenses whether direct or indirect and however arising as a result of a breach by the Supplier or arising from any defect in the goods or arising as a result of the negligent performance or non-performance by the Supplier of any services to be provided to the Purchaser.

5. Packaging

The Purchaser will not accept any charges for packaging unless such charge has been expressly agreed in writing by an Authorized Signatory.

6. Acceptance of goods

Deliveries will only be accepted by the Purchaser during normal working hours i.e. 8.00am to 5.00pm Monday to Friday, deliveries outside these hours may be made by prior agreement. The Purchaser has the right to inspect any goods delivered prior to acceptance.

7. No Limitation

No exclusion or limitation, or purported exclusion or limitation of liability on the part of the Supplier under any term of its contract with the Purchaser (whether express or implied, statutory or otherwise, and whether relating to the goods or the time or manner of performance or any services to be provided) shall form part of such contract.

8. Statutory Requirements

8.1. All goods supplied by the Supplier to the Purchasers must conform with the requirements of all Acts of Parliament. Statutory rules, orders and regulations which apply to such goods, both in respect of the goods and the labels, cartons, packaging and literature accompanying them.

8.2. The Supplier shall provide the Purchaser with all information which it has to the goods, the materials or component parts used by the Supplier in connection with this order.

9. Indemnity

The Supplier shall indemnify the Purchaser against loss or damage suffered by the Purchaser resulting from the infringement by the Purchaser or any party to whom the Purchaser may sell or hire the goods of any legally protected right in the goods.

10. Confidentiality

The Supplier undertakes to ensure that any unpublished technical information supplied by the Purchaser to the Supplier in connection with the order or contract shall at all times remain strictly confidential and to use the same solely in connection with the performance of the Supplier's obligations under the order or contract and to ensure that its employees shall comply with this condition.

11. Inspection

The Purchaser shall be entitled to inspect the goods during manufacture and at any time before delivery.



12. Marking of the Goods

Where it is practicable to mark the goods supplied in a permanent manner, the Supplier shall mark the goods clearly indicating that it is the supplier of the goods. The Supplier shall indemnify the Purchaser against any liability costs, claims, damages or expenses which the Purchaser may suffer as a result of its being unable to determine whether or not any goods have been supplied by the Supplier arising from the absence of such marking.

13. Health and Safety at Work

The Supplier shall supply the Purchaser with full written information as to the safe use and handling of the goods, and shall indemnify the Purchaser against any loss suffered as a result of the absence of such information or any inaccuracies in or omissions from such information supplied.

14. No Assignment

No party may assign or sub-contract any rights or obligations hereunder without the prior written consent of the other party. Any such assignment or sub-contract shall not transfer the primary liability of such assigning or sub-contracting party in respect of the performance of its obligations hereunder.

15. Termination

If the supplier fails to comply with any of his obligations to the Purchaser or becomes bankrupt or fails to comply with a demand as is mentioned in section 123 of the Insolvency Act 1985 or is otherwise unable or is deemed unable to pay its debts or makes any voluntary arrangement with creditors or being a limited company goes into liquidation (except for the purpose of amalgamation or reconstruction while solvent) or suffers the appointment of an administrator or administrative receiver of its undertaking or property or assets or a part thereof or is insolvent, without prejudice to any other rights available to the Purchaser, the Purchaser may forthwith without paying any compensation to the Supplier terminate the whole or any part of the contract forthwith and the Purchaser shall be under no further liability to the Supplier except in relation to goods already supplied and accepted as satisfactory. The Purchaser may also terminate the whole or any part of the contract at any time by notice in writing to the Supplier in which case the part of the contract so terminated by the Purchaser shall no longer have effect and provided that in these circumstances the Purchaser shall be responsible for paying the reasonable direct costs incurred by the Supplier in supplying the goods and / or services and those arising from the termination but shall not be liable for any loss of profits suffered by the Supplier directly or indirectly from the termination.

16. Insurance

The Supplier shall maintain, with reputable insurers, an insurance policy providing cover of not less than £5 million in respect of any claim which the Purchaser may have against the Supplier for any breach of its obligations under, or in relation to the contract, or its subject matter and shall ensure that such insurance is effected in the joint names of the Supplier and the Purchaser. Such insurance shall be maintained from the date of the contract until no earlier than 2 years after completion of the works or delivery of the goods.

17. Governing Law

The contract shall be deemed to be made in England and its interpretation validity and performance shall be governed by the law of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.