

## 1) DEFINITIONS

In these Conditions (unless the context otherwise requires): -

- a) "Order" shall mean the purchase order set out overleaf incorporating these Conditions;
- b) "Contract" shall mean the contract created by acceptance of this Order;
- c) "Company" shall mean Sealed Air Ltd or such of its associated companies as is specified on the face of the Order;
- d) "Supplier" shall mean the person to whom an Order is addressed, together with any servants, agents, subcontractors, and subcontractors' servants and agents;
- e) "Goods" shall mean the article(s), including any packaging, to be supplied under an Order, and described on the face of the Order;
- f) "Services" shall mean the work to be performed under an Order and described on the face of the Order.

## 2) GENERAL

- a) The Order (as varied in accordance with Clause 3 below) contains the only terms on which the Company is willing to acquire Goods or Services from the Supplier, and they alone shall govern the Contract for the supply of the Goods or Services to the entire exclusion of any terms which the Supplier may seek to impose.
- b) The Supplier's agreement to supply the Goods or Services shall constitute acceptance of these Conditions notwithstanding any conflicting conditions that may be endorsed on the Supplier's acceptance.

## 3) VARIATIONS

No amendments to the terms and conditions of the Order or Contract shall be binding on the Company unless such amendments are in writing and signed on behalf of the Company by an authorised representative.

## 4) PRICE, PAYMENT AND DELIVERY

- a) The price of the Goods or Services is as stated on the face of the Order, and shall not be subject to any variation except in accordance with Clause 3 above. The price shall unless otherwise stated be exclusive of any applicable value added tax (which shall be payable by the Company subject to receipt of a VAT invoice); and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the address specified on the face of the Order and any duties, imposts or levies other than value added tax.
- b) Payment shall be due at the end of the month following the month in which performance of the Contract is completed or the invoice is received by the Company, whichever is the later unless otherwise agreed in writing.
- c) The Goods shall be delivered to or the Services performed at the place and on the date specified on the face of the Order. The time stipulated for delivery or performance shall be of the essence. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
- d) Any weighing or measuring of the Goods by the Company upon delivery shall be conclusive of the weight or measurement of the Goods so delivered. The Supplier shall be given reasonable facilities for verifying the accuracy of the Company's weighing and measuring equipment.

## 5) HEALTH AND SAFETY

- a) The Supplier represents and warrants to the Company that the Supplier has satisfied itself that all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed and constructed so as to be (or, in the case of a substance, that the Goods are) safe and without risk to the health or safety of all who may come in contact with the Goods, and that the Supplier has made available to the Company adequate information about the safe use, storage and handling of the Goods.

b) At all times during the performance of their obligations on Company premises, the Supplier and its employees, agents or contractors shall be subject to all conditions, requirements and regulations of the Company PROVIDED that nothing herein shall in any way diminish the responsibility of the Supplier to comply with all rules of law affecting the safety and well-being of its employees, agents, contractors and third parties likely to be affected by their actions.

6) TITLE AND RISK

a) Risk of damage to or loss of the Goods shall pass to the Company upon completion of delivery to the Company in accordance with the Contract. The property in the Goods shall pass to the Company upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Company once payment has been made and the Goods have been appropriated to the Contract. Any access to plant or labour provided by the Company will not waive the liability of the Supplier until delivery (including unloading and installation where applicable) is completed.

b) All rights to any tangible or intangible property produced as a result of the performance of Services shall vest in the Company, and the Supplier shall not without the prior written consent of the Company make any use whatsoever of any such property.

7) SPECIFICATIONS AND QUALITY

a) All Goods and Services supplied shall be of first class quality to the reasonable satisfaction of the Company and shall comply in all respects with the specifications, drawings, samples or descriptions referred to in the Contract and shall conform in all respects with the requirements of any statutes, orders, regulations or any laws applicable at the time of delivery, and further: -

i) all Goods shall comply in all respects with the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 (as amended), shall be free from any defect as that term is defined for the purposes of Part I of the Consumer Protection Act 1987, and shall conform with any applicable regulations taking effect under Part II of that Act;

ii) the Supplier shall carry out the Services with reasonable care and skill;

iii) when specified in the Order that it is in aid of an MOD contract, it may be subject to quality assurance activity at the Supplier's works by the MOD QAR who will advise the Supplier accordingly. Purchases in aid of this Contract shall be in accordance with MOD (PE) QPR 4. A certificate of conformity is required;

iv) The Goods shall be packed and marked in a safe and proper manner in accordance with any instructions of the Company and in accordance with any statutory requirements; all packaging materials shall be considered non-returnable unless agreed in writing otherwise.

v) The Supplier shall permit the Company or its authorised representative to make any inspections, tests or audits that the Company may reasonably require. No failure to make complaint at the time and no approval given during or after such tests or inspections shall constitute a waiver by the Company of any rights or remedies in respect of the Goods.

b) The Company relies on the skill and judgement of the Supplier to satisfy itself that it understands the Company's requirements in order to comply with its obligations contained in paragraphs above.

8) INTELLECTUAL PROPERTY RIGHTS

a) The Supplier shall indemnify the Company from and against all costs, claims, proceedings or demands in respect of any infringement of letters patent, registered designs, trade marks or copyright arising out of the sale or use of any Goods or Services supplied under this

Contract, provided always that the Supplier shall not be required to indemnify the Company against such infringements where the Goods or Services are supplied to the particular design or specifications of the Company.

b) Any specifications, plans, drawings, samples, designs, equipment or information supplied by the Company to the Supplier in connection with the Contract shall remain the property of the Company, shall be treated as confidential and shall not be published or disclosed to any third party or used by the Supplier save with the prior consent in writing of the Company, and shall be returned to the Company on completion of the Contract or at any time on request.

#### 9) INDEMNITY

The Supplier shall indemnify the Company against all actions, claims, cost, expenses (including legal expenses), losses liabilities or damages whether direct or consequential, which the Company may suffer whatsoever, arising from the Supplier's breach of any of its obligations under this Contract or any act or omission for which the Supplier is responsible, either directly or indirectly.

#### 10) FORCE MAJEURE

Neither the Supplier nor the Company shall be liable to the other for any failure to fulfil its obligations under the Contract if and for as long as such failure is caused by circumstances beyond its reasonable control.

#### 11) REJECTION

If any of the Goods or Services do not comply with the Order or with any term of this Contract (including quantity, quality or description), the Company shall be entitled to reject those Goods or Services or any part of them at any time after delivery, irrespective of whether the Company has accepted them. Any acceptance of such Goods or Services by the Company shall be without prejudice to any rights that the Company may have against the Supplier. The Company shall be entitled to return any rejected Goods, carriage forward, to the Supplier at the risk of the Supplier. The Company shall be entitled to opt for repair or replacement or credit in respect of the Goods rejected.

#### 12) NON-DELIVERY

If the Supplier does not deliver the Goods or Services or any part thereof within the time specified in the Contract, the Company shall be entitled to terminate the Contract, purchase other Goods or Services of the same or similar description to make good such default, and recover from the Supplier the amount by which the cost of so purchasing other Goods or Services exceeds the price which would have been payable to the Supplier in respect of the Goods or Services replaced by such purchase, without prejudice to any other remedy for breach of contract.

#### 13) ASSIGNMENT AND SUBCONTRACTING

- a) The Supplier shall not assign or transfer the whole or any part of this Contract or subcontract the production or supply of any Goods or Services under this Contract without the prior written consent of the Company.
- b) The Company retains the right to assign its rights and liabilities under this Contract to other members of the Sealed Air group of companies.

#### 14) INSURANCE

The Supplier undertakes to obtain and keep in force policies of insurance sufficient to cover any loss or damage suffered by any of its employees or contractors (however described) and any loss or damage suffered by the Company or its employees or contractors or any other third party arising out of or in connection with the provision of Goods and/or Services.

#### 15) TERMINATION ON SUPPLIER'S INSOLVENCY

Without prejudice to any other rights or remedies of the Company under this Contract the Company shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

- a) the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
- c) the Supplier ceases, or threatens to cease, to carry on business; or
- d) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

#### 16) LAW

This Contract shall in all respects be construed and governed by the laws of England and the Supplier and the Company irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract, and that accordingly any proceedings arising out of or in connection with this Contract shall be brought in such courts.

#### 17) INTERPRETATION

The headings to clauses shall not affect their interpretation.