Flexible Medical Packaging Limited

Conditions of Purchase

1. General

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the seller whether in negotiation or at any stage in the dealings between Flexible Medical Packaging Limited and its associated companies (the buyer) and the seller with reference to the goods to which this contract relates. Without prejudice to the generality of the foregoing, the buyer will not be bound by the seller in any of its documents, unless the seller specifically states, in writing, separately from such terms that it intends such terms to apply, and the buyer acknowledges such notification in writing.

1. Variation

Neither the buyer nor the seller shall be bound by any variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

1. Specifications

The goods will be in conformity with the agreed specifications, drawings, samples or other descriptions of the goods contained or referred to in this contract. The specification may only be changed with the approval of both parties whose approval to any change shall only be evidenced by their signature.

1. Quality

The goods will be of satisfactory quality and free from defects in material or workmanship.

1. Fitness for Purpose

If the purpose for which the goods are required is made known to the seller expressly or by implication the goods shall be fit for that purpose.

1. Patents

The seller shall indemnify the buyer from and against all costs, claims, proceedings or demands in respect of any infringement of patent, registered design, trade mark or copyright arising out of the sale or use of any goods supplied under this contract, provided always that the seller shall not be required to indemnify the buyer against such infringements where the goods are supplied to the particular design or specification of the buyer.

1. Prices

The prices stated in this order are firm and will not be altered by the seller.

1. Payment

The buyer shall pay for goods at the end of the month following the month in which the goods are received or in which the invoice for such goods is received, whichever is the later.

1. Delivery

The goods must be delivered carriage paid to such destination as the buyer may direct, unless otherwise stated in the buyers purchase order.

1. Risk

The goods will be delivered at the seller's risk.

1. Property

The property in the goods shall pass to the buyer when the goods have been delivered to the buyer.

1. Time of Delivery

The time stipulated for delivery shall be of the essence, unless expressly stated otherwise in the buyer's purchase order.

1. Force Majeure

Neither the seller nor the buyer shall be liable to the other for any failure to fulfil its obligations under the contract if such a failure is caused by circumstances beyond its reasonable control.

1. Rejection

If any of the goods, or the packages containing the same, do not comply with the order or with any term of this contract including quantity, quality or description, the buyer shall be entitled to reject those goods or any part of them at any time after delivery, irrespective of whether the buyer has accepted them, Any acceptance of such goods by the buyer shall be without prejudice to any rights that the buyer may have against the seller. The buyer shall be entitled to return any rejected goods, carriage forward, to the seller at the risk of the seller.

1. Non-Delivery

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

1. Indemnity

The seller shall indemnify the buyer against all claims, cost, expense, loss or damage whether direct or consequential which the buyer may suffer howsoever arising from the seller's breach of any of its obligations under this contract.

1. Assignment and Subcontracting

The seller shall not assign or transfer the whole or any part of this contract or subcontract the production or supply of any goods to be supplied under this contract, unless the contract so requires.

1. Law

The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English courts and English law shall be the proper law of the contract.