

**CELEBRATION PAPER AND PLASTICS LIMITED
CONDITIONS OF BUSINESS**

1. DEFINITIONS

In these conditions the following words have the following meanings unless the context requires otherwise.

"Celebration" means Celebration Paper and Plastics Limited of Celebration House, Stanley Street, Burton upon Trent, DE14 1DY, Company Number 01743179;

"Contract" means any contract between Celebration and the Customer incorporating these conditions for the sale of Goods;

"Customer" means the person whose order for Goods is accepted by Celebration;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"Goods" means paper, plastic and environmentally friendly products for the food, drink, catering and retail industry.

2. BASIS OF CONTRACT

These conditions shall govern the agreement between Celebration and the Customer to the exclusion of any other terms or conditions. 2.2 Orders placed by the Customer leading to a contract which is not expressed to be subject to these conditions shall still be subject to them. 2.3 These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer. 2.4 No variation to these conditions shall be binding on Celebration unless contained in Celebration's quotation or agreed in writing between the Customer and an authorised representative of Celebration. 2.5 The Customer shall not rely on any representation and/or warranty which has not been made in accordance with these conditions.

3. ORDERS AND CONTRACT

3.1 "Quotations" (unless stated otherwise) shall be available for acceptance for a period of 30 days. Quotations may be withdrawn by Celebration at any time. 3.2 Celebration shall have the right to refuse to accept any orders placed for Goods. 3.3 The Customer shall be responsible for the accuracy of an order. 3.4 The Contract between Celebration and the Customer shall come into effect on Celebration's acceptance of the Customer's order. 3.5 If the Customer cancels this Contract for any reason it shall have no further recourse against Celebration under this Contract.

4. SAMPLES

4.1 If the Customer approves any sample produced or supplied by Celebration then the Customer shall have no claim in respect of, nor any right to reject, any Goods provided the Goods in question are of the same description, specification, quality and fitness for purpose as the sample.

5. DELIVERY AND EXPORT

5.1 Dates for delivery are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. Dates for delivery are also subject to any matter beyond Celebration's reasonable control including but not limited to the availability of the Goods. 5.2 Celebration will use its reasonable endeavours to ensure delivery is made on the dates specified. 5.3 Unless otherwise agreed in writing, Celebration reserves the right to deliver the Goods in instalments. Each delivery shall constitute a separate and distinct contract and failure by Celebration to deliver, or any claim by the Customer in respect of, any instalment shall not entitle the Customer to repudiate and/or terminate this Contract as a whole. 5.4 Delivery will be made between 8.00 am and 6.00 pm on working days. 5.5 The Customer shall procure during normal working hours that Celebration has free right of access to the address for delivery for the purpose of delivering the Goods. 5.6 If the Customer refuses to take delivery of any Goods then Celebration shall be entitled to withhold delivery of any other Goods and to treat this Contract as repudiated by the Customer and shall have the right to rescind this Contract. 5.7 If the Customer fails to take delivery of any Goods at the agreed time then Celebration shall be entitled to charge the Customer for any additional charges and/or expenses incurred by Celebration as a result of the Customer's failure to take delivery at the agreed time. 5.8 If the parties agree that the Goods are to be collected from Celebration's premises then the Customer shall collect the Goods within 3 working days of being notified that the Goods are ready for collection, and failing collection by the Customer within the specified period Celebration may despatch the Goods to the Customer at the Customer's expense and risk and/or store the Goods at the Customer's expense and risk until despatch and/or collection. 5.9 Where Goods are supplied for export from the United Kingdom, the conditions of this clause 5 shall prevail (subject to any special terms agreed between Celebration and the Customer) notwithstanding any other conditions. 5.10 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods to the country of destination and for the payment of any duties thereon. 5.11 Unless otherwise agreed in writing between Celebration and the Customer: 5.11.1 the Goods shall be delivered FOB to the port of shipment and Celebration shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979; or 5.11.2 the Goods shall be delivered Ex-Works and the Customer shall be responsible for the costs of transport, packaging and insurance of the Goods. 5.12 The Customer shall be responsible for checking and inspecting the Goods before shipment and Celebration shall be under no Liability for any defect in the Goods which would have become apparent on inspection and which is made after shipments or in respect of any damage during transit.

6. POSTPONEMENT

6.1 Celebration may comply with reasonable requests by the Customer for postponement of delivery of the Goods but shall be under no obligation to do so. 6.2 Where delivery of the Goods is postponed at the Customer's request then the Customer shall pay all costs and expenses of Celebration incurred. In addition the Customer shall be obliged to pay for the Goods as if delivery had not been postponed.

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be as quoted to the Customer. 7.2 Celebration may increase its prices in relation to the Goods where the increase is to take account of increases in costs, expenses and/or materials suffered by Celebration and the Customer will be informed in writing by Celebration of any increases in prices for the Goods not less than 30 days before such increase takes effect. 7.3 The Customer may cancel without Liability any Contract in relation to which the price is to be increased provided that the notice of cancellation is received by Celebration before the price increase becomes effective and if the Customer does not cancel the Contract for the provision of the Goods before then, the price increase shall take effect for the Goods ordered by the Customer. 7.4 Celebration's prices are exclusive of any applicable VAT for which the Customer shall additionally be liable. 7.5 Celebration's payment terms are net cash or cleared funds on or before the last day of the calendar month after the calendar month in which the Goods were delivered to the Customer. Time for payment shall be of the essence. 7.6 If the Customer fails to make any payment in full on the due date Celebration may charge the Customer any reasonable additional administration costs and/or interest (both before and after judgment) on the amount unpaid at the prevailing rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be compounded with monthly rests. 7.7 Any monies received by Celebration from the Customer may be applied by Celebration at its option against any additional administrative costs and/or interest charged prior to application against any principal sums due from the Customer against which it may be applied in any order. 7.8 Celebration shall be entitled to invoice each delivery of Goods separately at any time after the Goods have been ordered. 7.9 The Customer shall pay all sums due to Celebration under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies. 7.10 Payment shall not be deemed to be made until Celebration has received either cash or cleared funds in respect of the full amount outstanding. 7.11 If payment in full is not made to Celebration when due then Celebration may withhold or suspend future or current deliveries of the Goods under this or any other agreement with the Customer. 7.12 Celebration reserves the right to refuse to accept orders for Goods and/or to suspend or withhold delivery of Goods if such Goods would result in the Customer exceeding its credit limit or the credit limit is already exceeded. 7.13 Celebration may in its absolute discretion accept payment in a currency other than pounds sterling on condition that the Customer shall pay any and all additional charges incurred by Celebration for acceptance of the payment in such foreign currency.

8. SPECIFICATION

8.1 Any specification supplied by Celebration to the Customer shall only be approximate unless stated on Celebration's quotation or agreed in writing and the Customer is responsible for checking the quotation and satisfying itself that any specification given is accurate and adequate. 8.2 Celebration shall have no Liability for errors in any specification or details supplied by the Customer. 8.3 Details of the Goods in brochures and price lists produced by Celebration are intended as a guide only and only give a general approximation of the Goods. 8.4 Celebration reserves the right to make changes to the specification of the Goods as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse effect on the quality and/or performance of the Goods.

9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

9.1 The Customer shall not make any modification to the Goods or their packaging, nor alter, remove, or tamper with any trademarks used on or in relation to the Goods. 9.2 On condition that Celebration is paid in full by the Customer all intellectual property rights (including copyright, design rights, trade marks (whether registered or unregistered) developed for the Customer under this Contract shall be owned by the Customer absolutely. 9.3 The Customer agrees that, at the Customer's cost, it will do all acts and/or things and execute all documents and/or deeds which are necessary or desirable to give effect to clause 9.2 above. 9.4 Each party agrees with the other that it will keep all confidential business information regarding the other party confidential and not disclose or use such information which may be disclosed to it or which it may learn except where such information is public knowledge or it is required to be disclosed by law.

10. PROPERTY AND RISK

10.1 Risk in the Goods shall pass to the Customer at the time of delivery. Delivery shall be deemed to occur:-

10.1.1 at the time when the Goods arrive at the place of delivery if Celebration delivers the Goods by its own transport; or 10.1.2 when the Goods leave Celebration's premises if the Customer collects the Goods; or 10.1.3 after the expiration of 3 working days after the Customer has been notified that the Goods are available for collection from Celebration in accordance with clause 5.8. 10.2 Celebration will replace free of charge or issue a credit note for any Goods in which risk has passed to the Customer if they are damaged or lost due to the neglect or default of Celebration, its employees or other representatives. 10.3 Celebration shall retain title and ownership of the Goods until it has received payment in full in cash or cleared funds of all sums due and/or owing for all Goods supplied to the Customer by Celebration under this Contract and any other agreement between Celebration and the Customer. 10.4 Until payment in full of the price for all Goods supplied to the Customer the Goods shall be stored separately from any Goods or goods belonging to the Customer or any third party and must be clearly marked and identified as being Celebration's property. The Customer agrees that Celebration's employees and/or agents shall be entitled to enter the Customer's premises to check compliance with this clause. 10.5 Until title in the Goods has passed to the Customer the Customer shall keep the Goods insured for the price at which the Goods were sold to the Customer against all normal risks. The Customer shall account to Celebration for any proceeds of such policy of insurance in relation to the Goods upon receipt of the same. Any monies received from the Customer by Celebration in accordance with this clause shall not discharge the Customer's liability to pay the price for the Goods plus interest accrued in accordance with clause 7.6 but shall be set off against any such liability.

11. DEFAULT

11.1 If the Customer:- fails to make any payment to Celebration when due; 11.1.2 breaches the terms of this Contract and, if the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied; 11.1.3 persistently breaches any one or more terms of this Contract; 11.1.4 pledges or charges any Goods which remain the property of Celebration, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim order under Section 252 Insolvency Act 1986 or has a Bankruptcy Petition presented against it, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, or takes or suffers any similar action in any jurisdiction; 11.1.5 exceeds the credit limit set by Celebration; 11.1.6 appears to Celebration due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or 11.1.7 appears reasonably to Celebration to be about to suffer any of the above events; then Celebration shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 11.2 below. 11.2 If any of the events set out in clause 11.1 above occurs in relation to the Customer then:- 11.2.1 Celebration may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods owned by Celebration may be and repossess and dispose of or sell any Goods found which are owned by Celebration so as to discharge any sums due to Celebration under this Contract or any other agreement with the Customer; 11.2.2 Celebration may require the Customer not to re-sell or part with the possession of any Goods owned by Celebration until the Customer has paid in full all sums due to Celebration under this Contract or any other agreement with the Customer; 11.2.3 Celebration may withhold delivery of any undelivered Goods and stop any Goods in transit; 11.2.4 Celebration may cancel, terminate and/or suspend without Liability to the Customer any contract with the Customer; and/or 11.2.5 all monies owed by the Customer to Celebration shall forthwith become due and payable. 11.3 Celebration shall have a lien over all property or goods belonging to the Customer which may be in Celebration's possession in respect of all sums due from the Customer to Celebration. 11.4 Upon the termination of the Contract for any reason if any monies due to Celebration from the Customer have not been paid within 14 days of such termination Celebration may sell any property or goods over which it has a lien in accordance with clause 11.3 above (and the Customer agrees that Celebration may give good title for such property and/or goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by the Customer to Celebration, thirdly in payment of any principal sums owed to Celebration and fourthly Celebration shall account to the Customer for the remainder (if any).

12. GUARANTEE

12.1 If any Goods prove to be defective and are covered by a manufacturer's guarantee, then Celebration will make all reasonable endeavours to assign any relevant guarantee with the Goods in question purchased by the Customer.

13. REPAIRS AND REPLACEMENTS

13.1 Any defective Goods must where reasonable be returned to Celebration for inspection if requested by Celebration before Celebration will have any Liability for defective Goods. 13.2 Celebration may at its sole discretion replace or refund the price of defective Goods which are not notified to Celebration within the specified time limit where in the opinion of Celebration the defect would not have been ascertainable on inspection and has been notified to Celebration as soon as reasonably practicable. 13.3 Celebration will at its option either refund the price of or replace free of charge any Goods missing from a delivery of Goods provided that the missing items are notified to Celebration within 3 working days of delivery or, in the event of total non-delivery, this fact is notified to Celebration within 10 working days of receipt of the invoice by the Customer.

14. LIMITATIONS ON LIABILITY

Celebration shall have no Liability for any defect in the Goods caused or contributed to: 14.1.1 as a result of the Goods being used for display or demonstration purposes or being handled by customers of the Customer; or 14.1.2 by wilful damage of the Customer or any third party, abnormal conditions, failure to follow instructions or misuse of the Goods. 14.2 Celebration shall have no Liability to the Customer if the price for the Goods and/or the Services has not been paid in full by the due date for payment. 14.3 Celebration shall have no Liability to the Customer for defective Goods, Goods not despatched or Goods damaged or lost in transit unless the event is notified to Celebration within 3 working days of delivery or, in the event of total non-delivery, this fact is notified to Celebration within 10 working days of receipt of the invoice by the Customer. 14.4 Celebration shall have no Liability for damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods after a defect has become apparent or suspected. 14.5 The Customer shall give Celebration a reasonable opportunity to remedy any matter for which Celebration is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so Celebration shall have no Liability to the Customer. 14.6 Celebration shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against Celebration. 14.7 Celebration shall have no Liability for any matters which are outside its reasonable control. 14.8 Celebration shall have no Liability to the Customer for any:- 14.8.1 consequential losses; 14.8.2 loss of profits and/or damage to goodwill; 14.8.3 economic and/or other similar losses; 14.8.4 special damages and indirect losses; and/or 14.8.5 business interruption, loss of business, contracts, opportunity and/or production. 14.9 The Customer shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer (including by maintaining an adequate stock of Goods). 14.10 Celebration's total Liability to the Customer shall not exceed £5,000,000.00 (five million pounds). To the extent that any Liability of Celebration to the Customer would be met by any insurance of Celebration then the Liability of Celebration shall be extended to the extent that such Liability is met by such insurance. 14.11 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of: 14.11.1 Liability for breach of contract; 14.11.2 Liability in tort (including negligence); 14.11.3 Liability for breach of statutory duty; and 14.11.4 Liability for breach of Common Law. except clause 14.10 above which shall apply once only in respect of all the said types of Liability. 14.12 Nothing in this Contract shall exclude or limit the Liability of Celebration for death or personal injury due to its negligence or any Liability which is due to Celebration's fraud or any other liability which it is not permitted to exclude or limit as a matter of law. 14.13 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law. 14.14 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.

15. GENERAL

15.1 The Customer agrees to indemnify and keep indemnified Celebration against any and all losses, proceedings, lost profits, damages, awards, expenses, claims, costs (including increased administration costs and legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by Celebration and arising from or due to any breach of contract, any tortious act and/or omission and/or provision inaccurate specification and/or any breach of statutory duty by the Customer. 15.2 No waiver by Celebration of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. 15.3 If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect. 15.4 Celebration shall have no Liability to the Customer for any delay in performance of this Contract (other than in relation to payment) to the extent that such delay is due to any events outside Celebration's reasonable control including but not limited to war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If Celebration is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance. 15.5 The Customer shall not assign its interest in the Contract (or any part) without the written consent of Celebration. 15.6 All third party rights are excluded and no third party shall have any right to enforce this Contract. This shall not apply to members of Celebration's group from time to time who shall, subject to Celebration's consent, have the right to enforce this Contract as if they were Celebration. 15.7 This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.