

## General Terms &amp; Conditions of Sale of Glenrothes Paper Limited ("The Seller")

1. The following conditions of Sale shall apply to all sales of goods by the Seller and shall override any Buyer's conditions of purchase unless otherwise agreed in writing by an authorised representative of the Seller.
2. No order shall be binding unless confirmed by the Seller on its acknowledgement of order form. All quotations are subject to amendment or withdrawal and are submitted subject to these Conditions. The Seller shall not be bound to accept any order submitted as a result of any quotation.
3.
  - (a) The mode of transport shall be at the Seller's discretion. The Seller shall be entitled to charge all additional delivery costs to the Buyer's account.
  - (b) Dates given for shipment or delivery are estimates only and are not to be treated as Conditions of Sale. The Seller shall however use all reasonable endeavours to deliver goods within a reasonable period of the quoted delivery date.
  - (c) Any additional delivery costs incurred by the Seller in attempting to make delivery on or after the contracted date shall be charged to the Buyer's account to the extent that the Buyer is responsible for any failure to make delivery unless prior written notice be given on inability to accept by the Buyer.
4. The Seller shall not be liable for any loss or damage including consequential loss from failure wholly or in part to fulfil the terms of the contract by reason of any circumstances falling within the term 'force majeure' including without prejudice to the generality of the term, strike, lockout, trade dispute, fire, drought, flood, bad weather, interruption of transport, war, terrorism, restriction by Government or other competent authority, destruction or damage of premises, plant or machinery, failure or shortage of water or steam or power supplies, inability to obtain adequate labour, supplies or facilities of any kind or adequate alternatives.
5. The risk in the goods shall pass to the Buyer at the place of delivery named in the contract which shall be deemed to be the time when the goods are placed at the tailboard of the delivery vehicle at destination. Any unloading or transhipment operation thereafter shall be entirely at the Buyer's risk. Where the goods are collected by or on behalf of the Buyer or its agents from the Seller's premises, the risk shall pass to the Buyer at the time the goods are handed over to the Buyer or its agents.
6. This provision shall apply to all Goods supplied to the Buyer:
  - (a) Property and title in and to the Goods shall remain with the Seller until all monies due by the Buyer to the Seller (including any interest and charges) have been paid in full. The Buyer shall store all goods so that they are readily identifiable as the Seller's goods until all such monies are paid.
  - (b) If the Buyer fails to pay any sums due to the Seller by the due date for payment, in addition to any other remedies available to the Seller under these terms and conditions or otherwise, the Seller shall be entitled to re-possess the goods. The Buyer will assist and allow the Seller so to re-possess the goods and for this purpose, admit or procure the admission of the Seller or its employees or agents to the premises in which the goods are situated.
  - (c) If the Buyer becomes apparently insolvent or compounds with its creditors or has a liquidator, receiver or administrator appointed over all or any of its assets or carries out or undergoes any analogous act or proceeding under foreign law prior to property in any goods passing as aforesaid, the Buyer's right to re-sell or otherwise deal in the goods shall automatically terminate and the Seller shall be entitled to re-possess any of such goods.
7.
  - (a) It is the responsibility of the Buyer to notify the Seller of non-delivery of goods within twenty-one days from the date of the Seller's invoice or in the case of short delivery within three days from the date of delivery. For deliveries outside the mainland Great Britain, these periods of time may be extended at the sole discretion of the Seller. Failure to notify the Seller within these times may render inadmissible any subsequent claim on these grounds.
  - (b) If a consignment or part consignment is received damaged, wet or in another condition which might not be acceptable or usable the carrier's receipt must be qualified as appropriate otherwise no subsequent claim can be entertained. In respect of any such damage, complaints must be notified to the carrier and Seller in writing within three working days of delivery of the goods.
  - (c) Except as stated in these Conditions, claims on any ground whatsoever must be made in writing to the Seller within 24 hours of commencement of processing the material and in any other case within 90 days from the date of invoice. Any claim after goods supplied have been cut or processed in any way shall be considered at the sole discretion of the Seller.
  - (d) The Seller shall not be liable for any special or consequential loss or damage (direct or indirect) or expenses in respect of the goods or in delict or tort provided that such exclusion of liability shall not apply to death or personal injury to any person resulting from breach of duty of the Seller. The buyer shall indemnify the Seller against claims by any third party in respect of the goods and against all damages, fines, claims, costs or expenses whatsoever arising out of any false or misleading trade description or alleged infringement of any Patent, Trade Mark, Design or Copyright arising directly or indirectly from the production by the Seller of any goods in a manner or incorporating wording design or device specified by the Buyer.
  - (e) Under no circumstances whatsoever shall the liability of the Seller exceed the quoted price or invoice value of the goods concerned.
8.
  - (a) If the Seller's list prices for the goods shall be increased (whether or not notified to the Buyer) before the date of despatch of the goods or part thereof, the list prices for such goods applying at the date of despatch unless otherwise agreed by the Seller in writing shall apply in respect of the goods or the undelivered portion thereof in place of the price stated in the contract.
  - (b) If the cost of fulfilling the contract or any part thereof in respect of goods for which there is no list price should for any reason exceed the cost calculated by the Seller at the date of the contract, the Seller shall notify the Buyer in writing of the additional price and the Buyer shall have the option of paying such additional price in respect of the contract or any unfulfilled part thereof (to be exercised within 7 days of receipt of such notice) or of cancelling the contract or the unfulfilled part, as the case may be.
  - (c) All duties, taxes (including Value Added Tax) and charges including increase up to the date of despatch shall be for the Buyer's account unless stipulated otherwise in the contract.
  - (d) Special packing shall be chargeable to the Buyer as extras at the Seller's discretion.
9. All accounts are unless otherwise agreed by the Seller in writing strictly nett and payment for goods invoiced up to and including the last day of the calendar month shall be paid to and received by the Seller within thirty days of the end of such month. Goods are normally invoiced at the date of their despatch although invoicing may be delayed after such date at the sole discretion of the Seller. If the price is not paid in full on the due date, interest may be charged at the Seller's discretion on the outstanding amount at the rate of 3% per annum above The Royal Bank of Scotland Limited Base Rate in force at such date.
10. All warranties, representations and conditions, express, implied statutory or otherwise in respect of the fitness of the goods for any particular purpose or otherwise are hereby excluded.
11. The Seller shall be entitled (without prejudice to such other rights as shall have accrued to the Seller) by notice in writing to the Buyer either to terminate any contract between itself and the Buyer or to suspend delivery if either:
  - (a) Any sum owing by the Buyer to the Seller is not paid in the ordinary course, whether under the same or any other contract, or
  - (b) The Buyer is in breach of any term of the same or any other Contract with the Seller; or
  - (c) The Buyer enters into any composition or arrangement with or for the benefit of his creditors, becomes bankrupt, has a receiving order in bankruptcy made against him or (if a corporate body) has a receiver or receiver and manager appointed or goes into liquidation either voluntary or compulsory or under supervision.
12. In case of dispute arising from the contract which the contracting parties are unable to resolve together then any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.
13. The contract shall be construed and have effect in all respects in accordance with the Law of England & Wales and the Seller and the Buyer shall submit to the exclusive jurisdiction of the English Courts.