

GENERAL TERMS AND CONDITIONS OF SUPPLY

March 2016

For the purpose of these General Terms and Conditions:

MBA Polymers United Kingdom Ltd. is a corporation incorporated in England and Wales under number 06455767 whose registered office is Sandy lane, Worksop, Nottinghamshire, S80 3ET ("MBA");
"Agreement" means the contract between MBA and the Customer for the supply and sale of Goods to the Customer;
"Business Day" means a day other than a Saturday or Sunday or public holiday in England and Wales;
"Customer" means the individual, partnership or company entering into the Agreement with MBA;
"Delivery" means when the Customer (or his agent) collects Product from the Product Source or when the Product is off-loaded at the Premises;
"Goods" means any Product, Packaging, Returnable Packaging and Services supplied by MBA to the Customer;
"Premises" means the agreed delivery address to the Customer;
"Product" means the post-consumer recycled material(s) supplied by MBA;
"Product Source" means MBA's normal source of supply of Product to the Customer;
"Rental Charge" means a daily charge for any Returnable Packaging held by the Customer and charged from the day of Delivery until returned to MBA;
"Returnable Packaging" refers to certain containers and pallets used to hold Product and marked "Returnable to MBA", that are provided by MBA (but not sold), for the purpose of delivering Product to the Customer and while it is stored at the Premises;
"Services" means any additional work or supply of Goods as agreed between the Parties;
"Technical Data Sheet" means a sheet prepared by MBA containing data relating to the relevant Product;

1 DELIVERY AND COLLECTION

- a. MBA will supply Product, Packaging or Returnable Packaging and Services against orders placed by the Customer and which are accepted and confirmed in writing by MBA except as set out in Conditions 1(b) and 6(j) below and the other terms of this Agreement, or as otherwise agreed in writing.
- b. The Customer acknowledges that collection of Product from an MBA site shall be at the Customer's own risk and that the Customer is responsible for handling and transporting the load safely, training the driver on any hazards of the Product and compliance with all relevant legislation.
- c. Where the Customer elects to collect Product from the Product Source this shall be done only with MBA's prior written agreement and at a time to suit MBA's normal hours of operation. Collections will be subject to a Handling Charge as detailed in MBA's written order acknowledgement. The Customer acknowledges that any such collection by the Customer (or his agent) must be undertaken in a safe and professional manner and that all policies and procedures relating to safety at the Product Source will be observed and adhered to. MBA reserves the right to refuse access to its site in the event that the Customer (or his agent) does not conform to this requirement.
- d. MBA reserves the right to introduce an electronic identification system or any other tracking system for Returnable Packaging. If such a system is introduced any delivered, returned or collected Returnable Packaging will be reconciled against the account of the Customer to which it was supplied.
- e. Subject to Condition 4(e), MBA's delivery/collection note (or that of its agent) shall be conclusive evidence of Delivery and quantity of the Goods.
- f. Failure by MBA to Deliver or perform by any time specified by MBA shall not entitle the Customer to terminate this Agreement and time shall not be of the essence in respect of Deliveries or performance. MBA's liability for a failure to Deliver or perform shall be limited in accordance with Condition 6 below.
- g. If Delivery of any Goods cannot be made due to the act or omission of the Customer (or the act or omission of any employee, agent or contractor of the Customer), the items shall be deemed to have been delivered and MBA may charge for abortive journeys or part deliveries and for storage thereof until delivered.
- h. With the Customer's prior written request and upon reasonable notice MBA can provide a certificate of analysis for the Product supplied. MBA may make an additional charge for this Service.

2 RETURNABLE PACKAGING

- a. Unless otherwise agreed in writing by MBA, the Customer shall not refill or allow the refilling of Returnable Packaging or allow it to be used otherwise than for storage, transport or use of Product placed in it by MBA.
- b. Returnable Packaging shall only be used for handling Product supplied by MBA.

3 CUSTOMER'S DUTIES AND RESPONSIBILITIES

The Customer shall:

- a. Provide free of charge adequate and safe access to the Premises, information, documents and facilities (including labour for loading and unloading of Goods) for MBA to carry out its duties and rights under this Agreement;
- b. Keep and return all Returnable Packaging in a clean and serviceable condition. The Customer will report any loss or damage promptly and pay a sum equal to (i) the cost of new Returnable Packaging if the Returnable Packaging is lost or damaged beyond repair, or (ii) the cost of restoring the Returnable Packaging to a clean and serviceable condition;
- c. Not mortgage, pledge, sell or lend Returnable Packaging to a third party;
- d. Not obliterate, remove or deface identification marks or notices on the Returnable Packaging;
- e. Be responsible for any risks to health or safety from the Goods in the Customer's possession and/or control. The Customer must ensure that all persons who use, handle, process, store or transport the Goods receive adequate training and safety literature from the Customer.

4 TITLE AND RISK

- a. Property in any Product shall only pass to the Customer on receipt by MBA in full of:
 - the price (and VAT) for the relevant Product; and
 - all other sums due from the Customer under any other contracts or arrangements between the Customer and MBA.
- b. Returnable Packaging remains the property of MBA and is supplied to the Customer for the Customer's sole use.
- c. The Customer shall have no rights over any other property of MBA or its contractors brought onto the Customer's or its nominee's site.
- d. Until such time as the property in any Product has passed to the

Customer under Condition 4(a) the Customer shall:

- hold such Product as a fiduciary of MBA; and
 - not pledge or allow any encumbrance, lien, charge or other interest to arise or be created over the Product; and
 - not dispose of or deal with the Product or any documents of title relating to them or any interest in them, except that the Customer may, without prejudice to Condition 4(d)(i) and subject to the other terms in this Agreement, use the Product on its own account in the ordinary course of its business.
- e. The risk of loss or damage to the Product and any Returnable Packaging shall pass to the Customer upon Delivery.

5 PRICE AND PAYMENT

- a. Prices and charges for the Goods are as set out in MBA's written order acknowledgement as applicable.
- b. Unless otherwise agreed in writing, Rental Charges for Returnable Packaging are payable from Delivery.
- c. Normal terms of payment are by BACS or electronic funds transfer to be made a net thirty (30) days from the date of Delivery as shown on the MBA invoice.
- d. In the case of other methods of payment, full payment of invoices in cleared funds must be received by MBA a net twenty (20) days from the date of Delivery as shown on the MBA invoice and MBA reserves the right to charge any additional costs MBA incurs as a result of such payment.
- e. MBA reserves the right to introduce electronic invoicing. If MBA introduces electronic invoicing MBA reserves the right to charge any additional costs MBA incurs in generating paper or non-standard invoices for the Customer.
- f. MBA should be notified of any error on an invoice within five (5) Business Days of the date of the invoice.
- g. The commitment on the part of MBA to supply the Customer under this Agreement is conditional on MBA remaining satisfied with the Customer's credit worthiness. If any payment is overdue or the Customer's credit worthiness changes or any event referred to in Condition 8(a) occurs, MBA may stop the Delivery of Goods to the Customer and payment shall become immediately due for all Goods supplied under this Agreement to the Customer.
- h. MBA may charge interest at the statutory rate and/or charges otherwise provided for pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. Such charges or interest shall be payable on demand. Furthermore MBA reserves the right to claim compensation for debt recovery costs as set out in the same legislation where MBA is not paid according to agreed credit terms.
- i. All prices and charges are expressed exclusive of VAT and any other local taxes which shall be charged and paid as applicable.
- j. If at any time MBA's costs change due to government action or to a change in the law, MBA reserves the right to adjust prices to take account of such change in its costs.
- k. Where MBA charges rent on Returnable Packaging, payment of rental is deemed conclusive as to the Customer's holding of Returnable Packaging during the period to which the invoice relates.

6 LIABILITY, WARRANTY AND EXCLUSIONS

- a. MBA shall have no liability, howsoever arising, except as set out in this Condition 6. Notwithstanding any other provision of this Agreement, but subject to Condition 6(b), MBA shall have no liability arising out of or in connection with this Agreement, the Product, packaging, the Returnable Packaging or the Services, howsoever arising, for any:
 - other loss or damage (whether direct or indirect); or
 - loss of or damage to revenue, profits, savings, use, contracts, goodwill or business (whether direct or indirect); or
 - consequential or indirect loss or damage.When used or referred to in this Condition 6 the term "howsoever arising" shall cover all causes and actions giving rise to liability whether in contract, tort (including negligence), restitution, for breach of statutory duty, misrepresentation or otherwise.
- b. Nothing in this Agreement limits or excludes MBA's liability:
 - for death or personal injury to the extent that it results from MBA's negligence; or
 - for fraud or fraudulent misrepresentation; or
 - to the extent not permitted by law.
- c. MBA accepts liability for physical damage to the Customer's property to the extent that it results from breach of contract or MBA's negligence in connection with the performance of this Agreement subject to a limit of one hundred thousand pounds (£100,000) per claim or series of claims arising out of the same event or circumstances.
- d. MBA accepts liability, to the extent that it results from breach of contract or MBA's negligence in connection with the performance of this Agreement, for losses, costs, expenses or damage:
 - caused by MBA supplying any defective Product up to a limit of five thousand pounds (£5,000) or, if greater, up to 4% of MBA's anticipated monthly revenue generated under this Agreement at that

time, for any one incident; and

- arising from delay or failure by MBA in delivery of any Product up to a limit of an amount equal to MBA's price for the Product that MBA has failed to deliver or, if greater, up to 4% of MBA's anticipated monthly revenue generated under this Agreement at that time, for any one incident; and
 - resulting from the provision of Services by MBA in return for a specific fee up to a limit of the amount of the fee received for such Services.
- e. MBA shall not be liable for any shortage, loss, damage or discrepancy in Product, Returnable Packaging or failure to perform the Services unless notified to MBA in writing within three (3) Business Days of completion of the Services or receipt of the relevant Product or Returnable Packaging by the Customer. If acceptance tests are provided in this Agreement for Product or Services this Condition 6(e) shall not apply to such Product or Services and the Customer shall be deemed to have accepted the Product or Services upon successful completion of those tests.
 - f. Where any shortage, loss, damage or discrepancy in Product, Returnable Packaging and/or failure to perform the Services is notified to MBA in accordance with Condition 6(e), MBA shall at its option rectify the shortage, loss, damage or discrepancy in the Product or Returnable Packaging free of charge, re-perform the Services or refund or forego an appropriate proportion of the price for the Goods. If MBA complies with this obligation it shall have no further liability in respect of, or arising from the relevant Product, Returnable Packaging or Services under this Condition 6(f).
 - g. MBA warrants that:
 - (i) at the time of Delivery the Product is in compliance with the relevant MBA Technical Data Sheet; and
 - (ii) the Services (if any) will be provided with reasonable care and skill. All other implied warranties and conditions as to quality or description are excluded except to the extent that such exclusion is prevented by law.
 - h. Recommendations relating to the use of the Product made by MBA in its technical literature or in response to a specific enquiry or otherwise are given in good faith, but no warranty is given by MBA as to the suitability of the Product for any particular purpose.
 - i. If MBA's performance of any contract obligation by its normal means is prevented or delayed due to any cause beyond MBA's reasonable control, that contract obligation shall be suspended during the period MBA is affected by such cause.
 - j. In the event of MBA's supply of Product from the Product Source being interrupted under Condition 6(i) and for the duration of the period MBA is affected by such cause either:
 - (i) MBA may obtain equivalent Product from another source for supply to the Customer, in which case MBA reserves the right to vary the price charged for Product for the duration of the affected period to recover its additional costs, such additional costs to be notified to the Customer in advance; or
 - (ii) the Customer may obtain equivalent Product from a third party for the duration of the event provided that the Customer notifies MBA in advance. MBA shall have no liability whatsoever in relation to any such supply and the Customer hereby indemnifies and keeps indemnified and holds harmless MBA at all times against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by the Customer arising out of or in connection with such supply.
 - k. All warranties and conditions which arise from statute and relate to the supply of goods and services are excluded from this Agreement except to the extent that such exclusion is prevented by law.
 - l. The Customer shall indemnify and keep indemnified and hold harmless MBA at all times against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by MBA arising out of or in connection with MBA's presence on the Customer's site except to the extent caused by the negligence of MBA.
 - m. Technical advice or training supplied to the Customer by MBA shall be prepared or delivered in good faith, in the context of the law in force as at the date of its preparation and on the basis of the matters and information disclosed by the Customer to MBA. MBA accepts no responsibility for subsequent changes in law which may affect the conclusions of and/or recommendations in technical advice or training or for any loss or damage incurred or suffered by the Customer arising out of a failure by the Customer to disclose facts or circumstances necessary for the preparation of technical advice or training.

7 RECOVERY OF GOODS

- If:
- (i) payment becomes overdue; or
 - (ii) the Customer is in breach of any of its obligations relating to the Product or Returnable Packaging (including, without limitation, any obligations under Condition 4(b)); or

- (iii) MBA exercises any right to suspend or terminate this Agreement; or
- (iv) any event referred to in Condition 8(a)(i) occurs;
- (v) MBA shall be entitled upon demand to the immediate return of all or any Goods. The Customer irrevocably authorises MBA to recover such Goods and any documentation relating thereto and for that purpose, to enter the Premises, any sites, vehicle or other location of, or under the control of, the Customer. Where Returnable Packaging contains any Product owned by the Customer, credit will only be given for such unused Product at MBA's discretion. The Customer shall take all reasonable steps to help MBA to recover the Goods. Demand for, or recovery of, Goods shall not of itself discharge the Customer's liability to pay the whole of the price or any other rights of MBA under this Agreement. MBA may also charge and the Customer will pay all reasonable costs of removal of Goods.

8 BREACH AND TERMINATION

- a. Without affecting any other rights or remedies that MBA may have, MBA may terminate this Agreement immediately at any time by written notice to the Customer if the Customer:
 - (i) has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of its any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three (3) Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Customer is incorporated, resident or carries on business; or
 - (ii) fails to make any payment due to MBA.
- b. Without prejudice to either party's other rights and remedies either party may terminate this Agreement by written notice at any time if the other party is in material breach of any of its terms and (in the case of a remediable breach) the breach is not remedied within 28 days of receipt of a notice specifying the breach and requiring it to be remedied.
- c. Without prejudice to its other rights or remedies (including its rights of termination) MBA may elect to suspend performance of all or any of its obligations under this Agreement by written notice to the Customer upon the occurrence of any of the events specified in Conditions 8(a)(i), 8(a)(ii) or 8(b).
- d. Termination shall be without prejudice to any accrued rights of either party.

9 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- a. MBA's trade marks and names shall not be used otherwise than as applied by MBA to Goods.
- b. No right or licence is granted under this Agreement to the Customer under any patent, trade mark, copyright, registered design or other intellectual property right, except the right to use the Product as permitted under this Agreement. No warranty is given as to whether that use will infringe the rights of any third party.
- c. Any know how, information or documents supplied at any time by MBA to the Customer shall be treated as confidential by the Customer and shall not be disclosed to any third party or used for any purpose other than for the purpose of this Agreement without the prior written consent of MBA, unless and until the same is public knowledge other than through default of the Customer or comes into the Customer's possession bona fide from a third party.
- d. MBA retains all intellectual property rights in its drawings, specifications, data and all other information and documents prepared by MBA for the Customer in whatever medium.

10 NOTICES

- a. Any notices under this Agreement shall be in writing and signed by or on behalf of the party giving it.
- b. Any such notice may be served by delivering it personally or by sending it by pre-paid recorded delivery post at or to the address of the relevant party or any other address which it may from time to time notify in writing to the other party.
- c. Any such notice delivered personally shall only be deemed to be received when delivered between 9.00am and 5.00pm on a Business Day, otherwise it shall be deemed to be delivered at 9.00am on the next Business Day. Any notice sent by pre-paid recorded delivery post shall be deemed to be received two (2) Business Days after posting and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Where a "signature on delivery" service is used, then the notice will be deemed to be received on the date and time shown on the signed delivery receipt.

11 ASSIGNMENT

- a. MBA shall be entitled to assign, novate, charge or hold on trust for another all or any of its rights and obligations under this Agreement on giving written notice to the Customer, but without any further consent of the Customer being requested. MBA shall be entitled to sub-contract any of its obligations under the Agreement provided that MBA shall remain liable for the acts and/or omissions of its sub-contractors.
- b. The Customer shall not without the prior written consent of MBA assign, novate, charge or hold on trust any of its rights or sub-contract any of its obligations under this Agreement in whole or in part to any third party.

12 DATA PROTECTION

- a. The Data Protection Act places obligations on users of personal data and lays down principles for its use. One principle states that personal data has to be processed fairly and lawfully. This means that you are entitled to know how MBA intends to use any personal data provided by you. Personal data is any information that relates to a living individual who can be identified from that information.
- b. MBA will use personal data provided by you in the following ways:
 - (i) primarily in order to provide the agreed Goods and for invoicing, account maintenance, record-keeping, statistical analysis and internal reporting and research purposes. This may involve disclosing the personal data to other companies within the MBA group of companies; and
 - (ii) to obtain credit reference checks and for debt collection and fraud prevention purposes. This may involve disclosing personal data to licensed credit reference agencies, debt collection agencies and lawyers. The credit reference agencies will maintain a record of the personal data supplied by us. This may be used by lenders to make decisions on future applications for credit; and
 - (iii) occasionally, to inform you about other goods and services which we think that you may be interested in. This may involve disclosing the personal data to other MBA companies and to our data processors, agents and sub-contractors. You may opt out of receiving this information at any time by contacting MBA at its registered office.
- c. MBA will also provide personal data to any Government department, public body or other third party where we believe in good faith that the law requires this or in the interests of public health and safety or in the event of an emergency. In addition, we will provide personal data to third parties if authorised by you to do so.
- d. MBA may transfer the personal data of its customers to countries outside of the European Economic Area from time to time. By ordering from us, you agree to any such transfer of your personal data.
- e. We (or reputable organisations selected by us) may monitor and/or record telephone conversations to or from you in order to offer you additional security, resolve complaints, improve our service standards and for staff training purposes.

13 GENERAL

- a. If by arrangement with the Customer, Product, Returnable Packaging or Services are supplied to any person who is not a party to this Agreement, the Customer shall procure that such person agrees to be bound by the terms of this Agreement as though a party to this Agreement. The Customer shall indemnify and hold harmless MBA against any consequences (including any claim made by such person which he could not make if a party to this Agreement) of the Customer failing to do so or of such person not fulfilling the obligations applicable to it under this Agreement. Any order from or supply to such person shall be on behalf of the Customer and is made pursuant to the terms of this Agreement. Nothing in this Condition 13 shall relieve the Customer of any of its obligations under this Agreement in particular, without limitation, payment of any charges and any liability in relation to Returnable Packaging.
- b. No term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement except as provided by clause 13(a).
- c. Any variation or waiver of this Agreement must be expressly agreed in writing by both parties. A failure to enforce or delay in enforcing a right or remedy in this Agreement does not constitute a waiver of that right or remedy.
- d. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any way under any law, it shall to the extent of such invalidity, illegality or un-enforceability be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.
- e. This Agreement constitutes the whole and only agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the parties relating to the supply of Product, Returnable Packaging and/or Services by MBA to the Customer. Unless otherwise agreed in writing

by MBA, no terms or conditions endorsed upon, delivered with or contained in the Customer's acceptance or acknowledgement of this Agreement, purchase order(s), specifications or similar documents will amend or vary the provisions of this Agreement and the Customer waives any right which it might otherwise have to rely on such terms and conditions.

- f. The Customer acknowledges and agrees that:
 - (i) in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty (in each case whether negligently or innocently made), or understanding of any person (whether party to the Agreement or not) which is not expressly set out in these terms and/or the Agreement; and
 - (ii) the only remedy available to it for breach of any statement, representation or other term that is expressly set out in the Agreement shall be for breach of contract under the terms of this Agreement. Nothing in this Condition 13(f) shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- g. This Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

14 EXPORT CONTRACTS

- If the Customer is located outside the United Kingdom the following additional provisions shall apply, unless otherwise agreed in writing:
- a. All Product and Returnable Packaging shall be supplied EXW as defined in accordance with Incoterms as in force on the date of this Agreement and MBA shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979;
 - b. The Customer shall be responsible for complying with any legislation or regulations governing the export of the Product and Returnable Packaging from the UK and import into the country of destination and for the payment of any duties;
 - c. The Customer may at its cost inspect the Product and Returnable Packaging at MBA's works before shipment, at a time to be mutually agreed and MBA shall rectify any defects notified by the Customer during such inspection. MBA shall not be liable for any defect discovered after shipment from MBA's works which would have been apparent on inspection (whether or not carried out), or any claim in respect of damage during transit;
 - d. In the event of a claim under the warranty in Condition 6 of these General Terms and Conditions and subject to MBA's written authorisation, the Customer shall arrange and pay for transport of defective Product and Returnable Packaging to MBA using the same means of transport as for the original delivery and replacement Product and/or replacement Goods shall be supplied to the Customer DDP;
 - e. Payment shall be made by means of electronic funds transfer to the nominated bank account in the United Kingdom as detailed on the MBA invoice.