

Terms & Conditions – Purchase of Goods

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Acceptance Conditions	has the meaning given in clause 7.2;
Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for business in Northern Ireland;
Conditions	means Donite Plastics Ltd's terms and conditions of purchase set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and Donite Plastics Ltd for the sale and purchase of Goods incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly;
Documentation	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Goods;
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract;

strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving the Supplier's or its suppliers workforce;

Goods

means the goods and related accessories, spare parts and Documentation and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to Donite Plastics Ltd in accordance with the Contract;

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

Location

means the address or addresses for delivery of the Goods as set out in the Order or such other address or addresses as notified by Donite Plastics Ltd to the Supplier;

Order

means Donite Plastics Ltd's order for the Goods from the Supplier;

Price

has the meaning given in clause 3.1;

Specification

means the description, any samples, or Documentation provided for the Goods and their packaging set out or referred to in the Contract;

Supplier

means the named party in the Contract who has agreed to sell the Goods to Donite Plastics Ltd and whose details are set out in the Order;

Supplier Personnel

means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and

VAT

means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax

applying to the sale of the Goods.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.10 a reference to legislation is a reference to that legislation as in force at the date of the Contract;
- 1.2.11 a reference to legislation includes all subordinate legislation made as at the date of the Contract under that legislation.

2 Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and Donite Plastics Ltd. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that Donite Plastics Ltd otherwise agrees in writing.
- 2.3 No variation to these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of Donite Plastics Ltd and the Supplier respectively.
- 2.4 Each Order by Donite Plastics Ltd to the Supplier shall be an offer to purchase Goods subject to the Contract including these Conditions.
- 2.5 An Order may be withdrawn or amended by Donite Plastics Ltd at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify Donite Plastics Ltd promptly.
- 2.6 Acceptance of an Order by the Supplier shall occur when it is expressly accepted by the Supplier or by any other conduct of the Supplier which Donite Plastics Ltd reasonably considers is consistent with acceptance of the Order.

3 Price

- 3.1 The price for the Goods shall be as set out in the Order or where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by Donite Plastics Ltd before the date the Order is placed (**Price**). No increase in the Price may be made by the Supplier after the Order is placed by Donite Plastics Ltd.

4 Payment

- 4.1 The Supplier shall invoice Donite Plastics Ltd for the Goods on or after delivery of the Goods or, if later, Donite Plastics Ltd's acceptance of the Goods.
- 4.2 Donite Plastics Ltd shall pay each validly submitted and undisputed invoice of the Supplier within 30 days following the end of the calendar month of receipt.
- 4.3 Without prejudice to any other remedy, Donite Plastics Ltd shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier.
- 4.4 Time of payment is not of the essence.
- 4.5 VAT shall be charged by the Supplier and paid by Donite Plastics Ltd at the applicable rate at the time the invoice was issued.

5 Cancellation

- 5.1 Donite Plastics Ltd shall have the right to cancel the Order for the Goods or for any part of the Goods which have not yet been delivered to Donite Plastics Ltd.
- 5.2 In relation to any Order cancelled or part-cancelled under clause 5.1, on receipt of validly issued and properly documented evidence, Donite Plastics Ltd shall pay for:
- 5.2.1 that part of the price which relates to the Goods which at the time of cancellation have been delivered to Donite Plastics Ltd; and
- 5.2.2 the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund.
- 5.3 To the maximum extent possible, the Supplier shall mitigate all costs relating to the Order immediately upon receipt of cancellation under this clause 5.

6 Delivery

- 6.1 The Goods shall be delivered by the Supplier, or its nominated carrier, to the Location on the date(s) specified in the Order.
- 6.2 The Goods shall be deemed delivered on completion of unloading only of the Goods at the Location by the Supplier or its nominated carrier (as the case may be).
- 6.3 Each delivery of the Goods shall be accompanied by a delivery note stating:
- 6.3.1 the date of the Order;
- 6.3.2 the relevant Customer and Supplier details;
- 6.3.3 the product numbers and type and quantity of Goods in the delivery;
- 6.3.4 any special handling and other instructions;

- 6.3.5 whether any packaging material is to be returned, in which case Donite Plastics Ltd shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense; and
 - 6.3.6 any additional information requested by Donite Plastics Ltd as set out in the Order.
- 6.4 Time of delivery is of the essence. If the Supplier fails to deliver any of the Goods by the date specified in the Order, Donite Plastics Ltd shall (without prejudice to its other rights and remedies) be entitled at Donite Plastics Ltd's sole discretion:
 - 6.4.1 to terminate the Contract in whole or in part;
 - 6.4.2 to purchase the same or similar Goods from another supplier;
 - 6.4.3 to refuse to accept the delivery of any more Goods under the Contract;
 - 6.4.4 to recover from the Supplier all costs and losses resulting to Donite Plastics Ltd from the failure in delivery, including the amount by which the price payable by Donite Plastics Ltd to acquire those Goods from another supplier exceeds the price payable under the Contract and any loss of profit; and
 - 6.4.5 all or any of the foregoing.

7 Acceptance, rejection and inspection

- 7.1 Donite Plastics Ltd shall not have accepted, or be deemed to have accepted, the Goods until the Acceptance Conditions are fulfilled and Donite Plastics Ltd has notified confirmation of such to the Supplier in writing.
- 7.2 The '**Acceptance Conditions**' are that:
 - 7.2.1 the Goods and delivery note have been delivered to or at the Location; and
 - 7.2.2 all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of Donite Plastics Ltd at its sole discretion.
- 7.3 Donite Plastics Ltd shall be entitled to reject any Goods which are not in full compliance with the terms and Conditions of the Contract. Any acceptance of defective, late or incomplete Goods or any payment made in respect thereof, shall not constitute a waiver of any of Donite Plastics Ltd's rights and remedies, including its right to reject.
- 7.4 Any rejected Goods may be returned to the Supplier by Donite Plastics Ltd at the Supplier's cost and risk. The Supplier shall pay to Donite Plastics Ltd a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 7.5 The rights of Donite Plastics Ltd in this clause 7 are without prejudice to Donite Plastics Ltd's other rights and remedies under the Contract including those under clause 9.

8 Title and risk

- 8.1 Risk in the Goods shall pass to Donite Plastics Ltd on the later of:
 - 8.1.1 delivery of the Goods to Donite Plastics Ltd as set out in clause 6; or
 - 8.1.2 Donite Plastics Ltd's acceptance of the Goods as set out in clause 7.

The Supplier shall unload the Goods in accordance with Donite Plastics Ltd's directions and at the Supplier's risk.
- 8.2 Title to the Goods shall pass to Donite Plastics Ltd on the sooner of:

- 8.2.1 payment by Donite Plastics Ltd for the Goods under clause 4; or
- 8.2.2 delivery of the Goods to Donite Plastics Ltd under clause 6.
- 8.3 The passing of title shall not prejudice any other of Donite Plastics Ltd's rights and remedies, including its right to reject.
- 8.4 The Supplier and no other person shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which has vested in Donite Plastics Ltd or any specifications or materials of Donite Plastics Ltd, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.

9 Warranty

- 9.1 The Supplier warrants and represents that it shall:
 - 9.1.1 have all consents, licences and authorisations necessary to supply the Goods;
 - 9.1.2 ensure the Contract is executed by a duly authorised signatory on behalf of Supplier;
 - 9.1.3 provide high quality Documentation for the Goods;
 - 9.1.4 ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;
 - 9.1.5 observe, and ensure that the Supplier Personnel observe all health and safety rules and regulations and any other security requirements that apply at any of Donite Plastics Ltd's premises including the Location;
 - 9.1.6 ensure that the Supplier Personnel use reasonable skill and care in supplying the Goods;
 - 9.1.7 keep Donite Plastics Ltd fully informed of all activities concerning the Goods and provide Donite Plastics Ltd with activity reports on request; and
 - 9.1.8 conduct such tests, including pre-delivery and post-delivery acceptance tests and inspections, in relation to the Goods prior to delivery as Donite Plastics Ltd may require at its sole discretion.
- 9.2 The Supplier warrants and represents that, the Goods shall for a period of a minimum 24 months from delivery (the **Warranty Period**):
 - 9.2.1 conform in all material respects to any sample, and with the quality and the description of the Specification;
 - 9.2.2 be free from material defects in design, material and workmanship;
 - 9.2.3 comply with all Applicable Laws, standards and best industry practice;
 - 9.2.4 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 9.2.5 be fit for purpose and any purpose held out by the Supplier and as otherwise required to meet Donite Plastics Ltd's needs.
- 9.3 The Supplier agrees that the approval by Donite Plastics Ltd of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 9.
- 9.4 The Supplier shall, without prejudice to Donite Plastics Ltd's other rights and remedies, repair, replace, correct or refund the price of defective Goods provided that Donite Plastics Ltd serves a written notice on Supplier within the Warranty Period that some or all of the Goods do not comply with clause 9.1.

- 9.5 The provisions of these Conditions shall apply to any Goods that are repaired, replaced or corrected with effect from delivery of the repaired, replaced or corrected Goods.
- 9.6 Donite Plastics Ltd's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in sections 13 to 15 of the Sale of Goods Act 1979.
- 9.7 Donite Plastics Ltd shall be entitled to exercise its rights under this clause 9 regardless of whether the Goods have been accepted under the Acceptance Conditions and notwithstanding that the Goods were not rejected following their initial inspection under clause 7.3

10 Indemnity and insurance

- 10.1 The Supplier shall indemnify, and keep indemnified, Donite Plastics Ltd and its Affiliates from and against any losses, damages, liability, costs (including legal fees) and expenses which Donite Plastics Ltd or its Affiliates may suffer or incur directly or indirectly from as a result of any:

10.1.1 alleged or actual infringement by the Supplier or its Affiliates of a third party's Intellectual Property Rights or other rights in connection with the use, manufacture or supply of the Goods under the Contract (**IPR Claim**);

10.1.2 claim made against Donite Plastics Ltd or its Affiliates in respect of any losses, damages, liability, costs and expenses sustained by the employees or agents or any customer of Donite Plastics Ltd or of its Affiliates or any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or from a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier;

10.1.3 defects in materials, quality, workmanship or performance of the Goods.

- 10.2 If any IPR Claim is made or is reasonably likely to be made against Donite Plastics Ltd, the Supplier shall promptly and at its own expense either:

10.2.1 procure for Donite Plastics Ltd the right to continue using and possessing the relevant Intellectual Property Rights; or

10.2.2 modify or replace the infringing part of the Intellectual Property Rights and without adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract so as to avoid the infringement or alleged infringement,

provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by Customer in respect of the affected Intellectual Property Rights.

- 10.3 The Supplier shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom or such other country by agreement in writing with Donite Plastics Ltd insuring the Goods and any of Donite Plastics Ltd's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to Donite Plastics Ltd, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to Donite Plastics Ltd the benefit of such insurance.

11 Limitation of liability

- 11.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.

- 11.2 Subject to clauses 11.6 and 11.7, Donite Plastics Ltd's total liability shall not exceed the value of the contract.

- 11.3 Subject to clauses 11.6 and 11.7, Donite Plastics Ltd shall not be liable for consequential, indirect or special losses.
- 11.4 Subject to clauses 11.6 and 11.7, Donite Plastics Ltd shall not be liable for any of the following (whether direct or indirect):
- 11.4.1 loss of profit;
 - 11.4.2 loss of revenue;
 - 11.4.3 loss of data;
 - 11.4.4 loss of use;
 - 11.4.5 loss of production;
 - 11.4.6 loss of contract;
 - 11.4.7 loss of commercial opportunity;
 - 11.4.8 loss of savings, discount or rebate (whether actual or anticipated);
 - 11.4.9 harm to reputation or loss of goodwill; and
 - 11.4.10 loss of business.
- 11.5 Notwithstanding clauses 11.3 and 11.4, and without limiting Donite Plastics Ltd's entitlement to recover other types of loss, the parties agree that Donite Plastics Ltd may recover the following from the Supplier as direct loss:
- 11.5.1 the cost of selecting, procuring, installing and testing replacement goods;
 - 11.5.2 wasted expenditure or unnecessary charges incurred by Donite Plastics Ltd (including regulatory fines);
 - 11.5.3 liability to third parties (including customers); and
 - 11.5.4 the cost of rectifying lost or damaged data.
- 11.6 The limitations of liability set out in clause 11.2 and 11.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 11.7 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 11.7.1 death or personal injury caused by negligence;
 - 11.7.2 fraud or fraudulent misrepresentation;
 - 11.7.3 any other losses which cannot be excluded or limited by Applicable Law;
 - 11.7.4 any losses caused by wilful misconduct.

12 Intellectual property rights

- 12.1 All Specifications provided by Donite Plastics Ltd and all Intellectual Property Rights in the Goods made in accordance with such Specifications shall vest in and remain at all times the property of Donite Plastics Ltd and such Specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to Donite Plastics Ltd absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the

Supplier shall do all such things and sign all documents necessary in Donite Plastics Ltd's opinion to so vest all such Intellectual Property Rights in Donite Plastics Ltd, and to enable Donite Plastics Ltd to defend and enforce such Intellectual Property Rights.

13 Confidentiality and announcements

13.1 The Supplier shall keep confidential all Confidential Information of Donite Plastics Ltd and of any Affiliate of Donite Plastics Ltd and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

13.1.1 any information which was in the public domain at the date of the Contract;

13.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

13.1.3 any information which is independently developed by the Supplier without using information supplied by Donite Plastics Ltd or by any Affiliate of Donite Plastics Ltd; or

13.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

13.2 This clause shall remain in force in perpetuity.

13.3 The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

14 Force majeure

14.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

14.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

14.1.2 uses best endeavours to minimise the effects of that event.

14.2 If, due to Force Majeure, a party:

14.2.1 is or shall be unable to perform a material obligation; or

14.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days;

the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

15 Termination

15.1 Donite Plastics Ltd may terminate the Contract or any other contract which it has with the Supplier at any time by giving notice in writing to the Supplier if:

15.1.1 the Supplier commits a material breach of the Contract and such breach is not remediable;

15.1.2 the Supplier commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;

15.1.3 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

- 15.2 Donite Plastics Ltd may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier:
- 15.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 15.2.2 is unable to pay its debts either within the meaning of 103 of the Insolvency (Northern Ireland) Order 1989 or if Donite Plastics Ltd reasonably believes that to be the case;
 - 15.2.3 becomes the subject of a company voluntary arrangement under the Insolvency (Northern Ireland) Order 1989;
 - 15.2.4 becomes subject to a moratorium;
 - 15.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 15.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 15.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 15.2.8 has a resolution passed for its winding up;
 - 15.2.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 15.2.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [seven] days of that procedure being commenced;
 - 15.2.11 has a freezing order made against it;
 - 15.2.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title those items;
 - 15.2.13 is subject to any events or circumstances analogous to those in clauses 15.2.1 to 15.2.12 in any jurisdiction.
- 15.3 Donite Plastics Ltd may terminate the Contract any time by giving not less than four weeks notice in writing to the Supplier if the Supplier undergoes a change of Control.
- 15.4 The right of Donite Plastics Ltd to terminate the Contract pursuant to clause 15.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 15.5 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle Donite Plastics Ltd to terminate the Contract under this clause 15, it shall immediately notify Donite Plastics Ltd in writing.
- 15.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of Donite Plastics Ltd at any time up to the date of termination.

16 Notices

- 16.1 Any notice or other communication given by a party under these Conditions shall:
- 16.1.1 be in writing and in English;
 - 16.1.2 be signed by, or on behalf of, the party giving it; and

- 16.1.3 be sent to the relevant party at the address set out in the Contract
- 16.2 Notices may be given, and are deemed received:
- 16.2.1 by hand: on receipt of a signature at the time of delivery;
- 16.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
- 16.2.3 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
- 16.2.4 by email on receipt of a delivery email from the correct address.
- 16.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 16.1 and shall be effective:
- 16.3.1 on the date specified in the notice as being the date of such change; or
- 16.3.2 if no date is so specified, ten Business Days after the notice is deemed to be received.
- 16.4 This clause 16 does not apply to notices given in legal proceedings or arbitration.

17 Cumulative remedies

The rights and remedies provided in the Contract for Donite Plastics Ltd only are cumulative and not exclusive of any rights and remedies provided by law.

18 Time

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Supplier's obligations only.

19 Further assurance

The Supplier shall at the request of Donite Plastics Ltd, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

20 Entire agreement

- 20.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 20.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 20.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

21 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

22 Assignment

- 22.1 The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Donite Plastics Ltd's prior written consent, such consent not to be unreasonably withheld or delayed.
- 22.2 Notwithstanding clause 22.1, the Supplier may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives Donite Plastics Ltd prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Supplier acknowledges and agrees that any act or omission of its Affiliate in relation to the Supplier's rights or obligations under the Contract shall be deemed to be an act or omission of the Supplier itself.

23 Set off

- 23.1 Donite Plastics Ltd shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract or under any other contract which Donite Plastics Ltd has with the Supplier.
- 23.2 The Supplier shall pay all sums that it owes to Donite Plastics Ltd under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

24 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

25 Equitable relief

The Supplier recognises that any breach or threatened breach of the Contract may cause Donite Plastics Ltd irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Donite Plastics Ltd, the Supplier acknowledges and agrees that Donite Plastics Ltd is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

26 Severance

- 26.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 26.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

27 Waiver

- 27.1 No failure, delay or omission by Donite Plastics Ltd in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 27.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by Donite Plastics Ltd shall prevent any future exercise of it or the exercise of any other right, power or remedy by Donite Plastics Ltd.

- 27.3 A waiver of any term, provision, condition or breach of the Contract by Donite Plastics Ltd shall only be effective if given in writing and signed by Donite Plastics Ltd, and then only in the instance and for the purpose for which it is given.

28 Compliance with law

The Supplier shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

29 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

30 Costs and expenses

The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

31 Third party rights

- 31.1 Except as expressly provided for in clause 31.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

- 31.2 Any Affiliate of Donite Plastics Ltd shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

32 Dispute resolution

- 32.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 32.

- 32.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

- 32.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:

32.3.1 Within ten Business Days of service of the notice, the Sales Managers of each of the parties shall meet to discuss the dispute and attempt to resolve it.

32.3.2 If the dispute has not been resolved within ten Business Days of the first meeting of the Sales Managers, then the matter shall be referred to the Managing Directors (or persons of equivalent seniority) of each of the parties. The Managing Directors (or equivalent) shall meet within five Business Days to discuss the dispute and attempt to resolve it.

- 32.4 Until the parties have completed the steps referred to in clause 32.3, and have failed to resolve the dispute, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.

33 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Northern Ireland.

34 Jurisdiction

The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).