

# General Terms and Conditions

Valid from 1st May 2016.

## I. Scope of the General Terms and Conditions

The "All In Packaging" webshop is operated by Nordtek Packaging Ltd. In these General Terms and Conditions, Nordtek Packaging Ltd. (30 Worthing Road, RH12 1SL Horsham, England, UK., Company Nr.: 8430887, GB163835004) shall be referred to as "Supplier".

"Customer" shall mean any natural person or legal entity having placed any order and being obliged to take receipt of goods and pay the purchase price irrespective of whether it concludes the transaction on its own account and at its own risk or on the account and at the risk of another party

1. These General Terms and Conditions shall also govern all present and future contracts as well as any other contracted services unless any other specific agreement is entered into by the Parties.
2. The Supplier's quote shall have precedence. Orders and conditions shall only be considered by the Supplier valid if confirmed by it in writing.
3. The purchase agreement shall take effect upon the order being confirmed by the Supplier in writing. The order shall be considered fulfilled by delivery if the goods are delivered prior to confirmation.
4. Deviation of the features of goods from the quote, sample, test delivery or delivery in advance shall be permitted in accordance with the prevailing European standard or any other relevant technical standard and in all cases where, despite every precaution, deviation is unavoidable in the course of production and value determination for the products.
5. The data provided by the Supplier regarding the features of goods, including contents in percentage as well as the mixing ratio shall be considered as approximate mean values.
6. The Customer shall be liable to verify compatibility of the product purchased from the Supplier with the Customer's any material getting into contact with the Supplier's product. In addition to the user's manual, the Supplier may provide any other data or information in connection with the application of products without any liability, however this shall not release the Customer from the liability to conduct own use researches and experiments. The Supplier declines any liability for compatibility.
7. Upon ordering from Supplier and receiving subsequent order confirmation, a delivery contract is automatically created and a legal agreement comes into full force between both parties.

## II. Complaints, liability in case of defective performance

1. The Supplier or its representative shall submit the goods to careful quality checks. The Customer shall be liable to immediately inspect and to perform qualitative receipt of goods when taking them over from the forwarder, carrier or from its own transporting vehicle. Complaints related to quantity problems, damaged goods, external deficiencies and lack of guaranteed external features shall only be accepted by the Supplier if reported by the Customer within 3 working days from receipt.
2. In the event of justified complaint made immediately, the Supplier shall take back the defective product or replace it by a faultless one or propose a discount to the Customer. The Supplier shall have the right to remedy the defect while protecting the Customer's interests.
3. If the Customer does not make it possible for the Supplier to ascertain the deficiency or does not make the given goods available or does not permit the test to be carried out upon the Supplier's request, the Customer shall have no right to raise any objections due to deficiency of goods or qualitative problem, and its complaint shall not be considered by the Supplier justified.
4. The Supplier's liability shall be limited to the extent of the contractual liability not performed, but shall not extend beyond the value of the defective delivery. The Supplier shall not be held liable for any other losses and claims, in particular for consequential damages and losses of profit.

## III. Prices

1. Unless otherwise agreed, the Supplier's prices shall be understood as net prices with terms of delivery EXW Budapest, and shall only include packaging costs (in the case of selling to private individuals in the territory of Hungary or the Community, or to companies having no EU VAT number, the prevailing VAT shall be charged).
2. Any unforeseen additional costs of delivery which the Parties had not taken into account in pricing shall be borne by the Customer unless it is clear and demonstrable that they were incurred through the Supplier's fault only.
3. Should the Parties stipulate any commercial practice other than the one described above for the handover of goods (transport costs, transfer of risks, etc.) such as DAP etc., such terms shall be construed in accordance with the 2010 INCOTERMS.
4. If incorrect prices are erroneously displayed due to technical error in the varying All In Packaging webshops at time of purchase, Supplier is not obligated to deliver any product or provide any form of compensation to Customer. Faulty prices may include, but are not limited to: significant advertised differences from a product's widely printed, accepted or estimated price (e.g. when a price is indicated as "0,00"). Upon receiving notice of price correction, Customer is fully entitled to cancel the purchase for a full refund specifically for the affected product. Supplier always reserves the right to change any prices or details without expressed notice. By using Supplier's webshop, Customer agrees to accept these terms.
5. When prices are erroneously modified during any checkout process due to auto-calculation technical error, Supplier is fully entitled to cancel improper order and reissue an updated order with correct product pricing (n.b. this will apply to both products and shipping totals). Supplier reserves the right to update or cancel any order after notification of system error. Customer is not guaranteed to receive any compensation in the instance of technical error.

## IV. Payment and settlement, retention of title

1. Payment shall take place by the deadline agreed upon in a way to ensure that the invoiced amount is available on the Supplier's account not later than on the due date. The Supplier shall perform the delivery following payment in advance.
2. The amount invoiced does not include bank charges incurred in connection with settlement of the invoice. In the case of payment by bank transfer, bank charges and any other charges incurred shall be borne by the Customer.
3. If the Customer defaults on payment deadline, the Supplier shall be entitled to claim default interest. The default interest rate on arrears is 8% plus the base interest rate of the Central Bank of Supplier's territory. The Supplier reserves the right to assert other claims for indemnity.
4. The goods shall remain the Supplier's property as a whole until the full settlement of the purchase price. If the Customer is in default with payment, the Supplier shall be entitled to take the goods back by setting an appropriate deadline. Taking back any goods shall not mean in itself any cancellation of the agreement.
5. The Supplier has in all cases the right to demand prepayment or any other payment guarantee for any delivery in progress. The Customer can meet the Supplier's above requirement by payment or by providing any other guarantee as appropriate for the purchase price.
6. Customer is obliged to collect any ordered goods from Supplier within 15 days of receiving a carrier notification. In case Customer fails to collect any goods transacted for him/her by Supplier during these 15 days, Supplier is thus entitled to invoice the entire value of the complete commodity. Additionally, beginning on the 15th day, Customer will begin to be assessed storage fees for any commodities not claimed and left for any reason.

## V. Delivery deadlines

1. Delivery dates and deadlines shall be considered as met if the subject of the agreement leaves the Supplier's warehouse or the place of loading by the due date. The Supplier shall decline any liability for delays arising from the fault of transport companies or courier services.
2. In the case of delivery from warehouse, dispatch deadline shall be 4 working days starting from the time all conditions for delivery are ensured, and the purchase price of goods is credited to the Supplier's bank account.
3. In case of Force Majeure, delivery deadlines shall be extended in proportion to the importance of the given obstacle, provided that such events demonstrably have a significant effect on the production or delivery of goods, and even if such circumstances arise at the Supplier's subcontractors.
  - Occurrence of the above circumstances shall release the Supplier from any liability.
  - The Supplier shall immediately notify the Customer of any obstacle as soon as it occurs.
4. The upper threshold of the Customer's right to indemnity arising from any delay in performance or non-performance shall be limited to 5% of the value of the agreement provided that any serious negligence occurred on the Supplier's part.

## VI. Delivery

1. Unless otherwise agreed, risks shall be passed to the Customer upon the goods being handed over to the forwarder or carrier but at latest when the goods leave the Supplier's warehouse.
2. The Supplier reserves the right to deviate from the quantity ordered by +/- 2% depending on the production or packaging of products while informing the Customer of this fact.
3. The Supplier reserves the right to perform deliveries in advance. Unless agreed upon to the contrary, the Supplier is entitled to perform partial deliveries at its own discretion.
4. The Supplier shall deliver the goods packed, and invoice the costs of packaging material at cost. The Supplier shall only pay environmental product tax for the packaging of products sold by it; payment of such taxes for products is the Customer's liability.
5. The basis of delivery is the sample tested by the Customer, or the description or technical drawing of the product. Liability for ordering any inappropriate product in the absence or without the knowledge or consideration of the above shall be assumed by the Customer. In the case of deliveries based on any sample or drawings sent, the Customer shall not be entitled to raise any complaint. If samples or drawings are sent, the Supplier shall perform deliveries according to the sample/drawing approved by the Customer. The Customer shall be deemed to have given its approval if the Supplier confirmed the order, and the Customer got to know and accepted the conditions thereof.
6. The Supplier shall deliver the goods ordered in the quality fulfilling the requirements of the prevailing EU standard, or in the absence of such, in the quality fulfilling the requirements of production standards.
7. The Supplier provides Customers with free samples. The Supplier reserves the right to specify/limit the amount of samples provided for free, whilst notifying the Customer. If the Customer has already requested a free sample of a given product in a previous order, any additional samples of the same product will be the subject to charge (1 unit price/piece).

## VII. Right of Withdrawal

1. The customer may cancel the (online) purchase realized between the parties within 15 days of reception of goods. The Buyer have to notify in writing the Supplier about the withdrawal plan within this period. Other conditions for exercising the right of withdrawal:
  - a; The Buyer returns the product(s) at his/her own expense in undamaged condition, and in original quantity. The address of the warehouse: Hungary, Budapest, H1171, Pesti út 474.
  - b; The Supplier pays back the price of the product(s), including the shipping and handling fees, within 14 days of receiving the returned items.
2. Supplier regrets to inform Customer that no returns can be accepted on any label orders. For complete label ordering conditions, please visit <http://allinpackaging.co.uk/label-terms.html>.

## VIII. Industrial property rights protection

1. The Supplier reserves ownership and industrial property rights over the quotes, drawings, descriptions and other documents, which shall only be made available to third parties with the Supplier's prior consent.
2. If the goods were delivered by the Supplier based on any documentation provided by the Customer, the Customer shall be liable to ensure that no industrial property rights of third parties are harmed. If production or delivery of such products is prohibited or cancelled by referring to any third person's patent right, the Supplier shall be entitled to terminate any further activity and to demand indemnity from the Customer without being obliged to examine the legal background. Furthermore, the Customer agrees to hold the Supplier harmless against any claim of third parties related to such events.

## IX. Closing provisions

1. In any legal dispute between the Supplier and the Customer, the provisions of European Union legislation shall be applied. The case shall be handled by the court having jurisdiction at the Supplier's place of incorporation.