

DENMAUR INDEPENDENT PAPERS LIMITED
FRAMEWORK TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

The Buyer's attention is particularly drawn to the provisions of clause 6 (Risk and Retention of Title), clause 10 (Invoicing and Payment) and clause 11 (Warranty and Liability).

1. DEFINITIONS AND INTERPRETATION

1.1 In this Framework Agreement, any Service Level Agreement and any Contract (unless the context otherwise requires), the following words and phrases shall have the following meanings:-

"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
"Buyer"	the person or firm who purchases the Goods and/or Services from the Company;
"Commencement Date"	has the meaning given in clause 3.2;
"Company"	Denmaur Independent Papers Limited registered in England and Wales with company number 01707312;
"Contract"	means the contract between the Company and the Buyer for the supply of Goods and/or Services in accordance with the terms of this Framework Agreement and/or the terms of the relevant Service Level Agreement (if applicable). Where there is a Service Level Agreement, it supplements these Framework Conditions. Where there is no Service Level Agreement, the Contract consists of the Framework Conditions plus Buyer's Order and any expressly agreed variations thereof;
"Conversion"	relates to the specific terms and condition itemised in Schedule 1 and made a part hereof as they apply to processing one form of paper or board into another;
"Data Protection Legislation"	UK GDPR (Article 2 of SI 2019/219 as amended), Data Protection Act 2018, PECR 2003 as amended together with guidance and codes of practice from the ICO and all updated or superseding laws, regulations and guidance;
"Delivery Location"	has the meaning given to it in clause 5.2 or the relevant Service Level Agreement (if Applicable);
"Force Majeure Event"	has the meaning given to it in the Trade Customs;
"Framework Conditions"	means these framework terms and conditions as varied or amended from time to time in accordance with clause 18;
"Goods"	means paper and board and other materials as agreed between the parties;
"Grammage"	means the weight in grams per square metre of paper or board;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Order"	means the Buyer's order for the supply of Goods and/or Service including grammage as set out in the Buyer's email, telephone call, or, if applicable, in accordance with the relevant Service Level Agreement;
"Price"	means the price of the Goods as quoted and amended, if necessary, by the Buyer in accordance with clause 9;
"Service Level Agreement"	means a service level agreement for the provision of Goods and/or Services entered into between the parties;
"Services"	means the services as described in a Service Level Agreement to include paper cutting, reel resizing, rewinding, refurbishment,

“Services Commencement Date”	storage and delivery; means the Effective Date as set out in the relevant Service Level Agreement;
“Tolerance”	means the relevant tolerance where specified in Schedule 1 of these Terms and Conditions;
“Trade Customs”	means the British Paper and Board Trade Customs as amended

- 1.2 In these Framework Conditions and/or any Service Level Agreement (if applicable) unless the context otherwise requires, the following words and phrases shall have the following meanings: -
- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2 a reference to a **statute or statutory provision** is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.3 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - 1.2.4 a reference to **writing or written** includes faxes and emails.
- 1.3 In the case of any conflict or ambiguity between these Framework Conditions and a Service Level Agreement, these Framework Conditions shall prevail unless the Service Level Agreement expressly identifies the provision of these Framework Conditions being varied and states that it overrides that provision.

2 BASIS OF CONTRACT

- 2.1 These Framework Conditions govern the overall relationship of the parties in relation to the Goods and/or Services provided by the Company to the Buyer.
- 2.2 The Buyer shall be entitled from time to time to request in writing the provision of Goods and/or Services from the Company, and nothing in these Framework Conditions shall oblige the Company to provide the Goods and/or Services requested.
- 2.3 A Service Level Agreement shall not enter into force, be legally binding or have any other effect unless:
 - 2.3.1 the Service Level Agreement has been signed by the authorised representatives of both parties to it; and
 - 2.3.2 as at the date the Service Level Agreement is signed, these Framework Conditions have not been terminated.
- 2.4 Each Service Level Agreement:
 - 2.4.1 shall be entered into by the Company and the Buyer; and
 - 2.4.2 forms a separate contract between the parties.
- 2.5 All Contracts between the Company and the Buyer are made subject to these Framework Conditions and, if applicable, the relevant Service Level Agreement, and are not subject to any terms and conditions that may be offered by the Buyer at any time.
- 2.6 Each Contract for the sale of Goods shall be subject to the Trade Customs at the date of such Contracts save to the extent the Trade Customs are inconsistent with these Framework Conditions and/or the relevant Service Level Agreement (if applicable), in which case these Framework Conditions and/or the relevant Service Level Agreement (if applicable) shall prevail.
- 2.7 Any quotation given by the Company is for information only and not an offer and is only valid for a period of 10 Business Days from its date of issue unless otherwise stated.

3 TIME WHEN CONTRACT IS MADE AND BINDING

- 3.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or Services in accordance with these Framework Conditions.
- 3.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order or, if applicable, signs the Service Level Agreement accepting the Buyer's offer to buy the Goods and/or Services, at which point the Contract for the purchase of Goods and/or Services shall come into existence (**“Commencement Date”**).

4 GOODS

- 4.1 The Goods are as described by the Company in the relevant Order.
- 4.2 The Company reserves the right to amend the specification of the Goods to comply with applicable law or regulatory requirements, address supply shortages or discontinuations, or make substitutions that do not materially

reduce the Goods' overall quality or performance, without liability to the Buyer.

5 DELIVERY OF GOODS

- 5.1 Unless stated otherwise, the Company shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Buyer and Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), and special storage instructions (if any).
- 5.2 The Company shall deliver the Goods as agreed by the parties and to the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after the Company notifies the Buyer that the Goods are ready; however, delivery windows are estimates only and subject to availability, logistics constraints and compliance with applicable laws and sanctions.
- 5.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 5.4 Any dates quoted for the delivery of the Goods is approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If the Company fails to deliver the Goods for any other reason, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 5.5 The Buyer should insure against such potential loss as it may suffer in the event of late or non-delivery.
- 5.6 The Buyer is solely responsible for unloading the Goods at the Delivery Location. The Buyer shall indemnify the Company against each loss, liability and cost arising as a result of the Company or its sub-contractors assisting the Buyer or a third party in the unloading, loading or other removal of the Goods from the Delivery Location.
- 5.7 Unless otherwise expressly agreed, the Company may effect delivery in one or more instalments. If delivery is in instalments, each instalment shall be treated as a separate Contract and any delay in delivery or defect in an instalment shall not entitle the Buyer to refuse to accept or cancel any remaining instalments.
- 5.8 If the Buyer refuses or fails to take delivery of Goods delivered in accordance with a Contract or fails to take any action necessary on its part for delivery of the Goods, the Company is entitled to terminate the Contract with immediate effect, dispose of all or part of the Goods and recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, storage, handling, insurance and resale costs from the due date of delivery).

6 RISK AND RETENTION OF TITLE AND ALL MONIES RIGHTS

- 6.1 The risk in the Goods shall pass to the Buyer upon arrival at the Delivery Location.
- 6.2 Title to any Goods supplied by the Company shall not pass to the Buyer until the Company has received payment in full and in cleared funds for (a) the Goods and (b) all monies whatsoever owed to the Company from the Buyer for goods supplied by the Company on any account whether under this Contract or any other contract between the Company and the Buyer and whether due or not and shall continue until all monies whatsoever owed to the Company by Buyer have been paid in full.
- 6.3 Until title to the Goods passes to the Buyer, the Buyer shall (a) hold the Goods as the Company's bailee, (b) store and keep the Goods separate and readily identifiable as the Company's property, (c) keep the Goods in satisfactory condition and insured for their full replacement value with a reputable insurer from the date risk passes supplying on demand evidence of the policy with the Company's interest noted and premium payments made, holding all insurance proceeds in trust for the Company and (d) not create or permit any charge, pledge, lien or other encumbrance over the Goods; provided that the Buyer may resell the Goods in the ordinary course of its business while not in default of any payment obligation to the Company and before the Company gives notice terminating that right.
- 6.4 If the Buyer resells the Goods before title has passed, it does so as principal and not as the Company's agent, title to those Goods shall pass to the Buyer immediately before resale, and the Buyer shall hold the proceeds of sale on trust for the Company to the extent of all monies owed to the Company, keep those proceeds separate and identifiable, account for them immediately on receipt and, on demand, pay them into a separate bank account designated by the Company and assign to the Company the corresponding receivables and related rights.
- 6.5 The Buyer shall, on request, promptly deliver up the Goods to the Company and/or allow the Company to inspect or recover them, and irrevocably appoints the Company as the Buyer's attorney to take any steps reasonably necessary to give effect to this clause 6 including entering any premises where the Goods are stored to recover them and executing any documents required therefor, provided that the Company shall exercise this power only where the Buyer has failed to pay any amount due by the due date, breaches this clause 6, suffers an insolvency event or the Company reasonably believes that the Buyer's ability to pay is impaired.
- 6.6 In the event of non-payment by the Buyer of any sum owing to the Company or any insolvency event

affecting the Buyer, the Buyer hereby authorises the Company (without prejudice to any other rights or remedies) to enter upon the Buyer's premises or such other place where the Buyer has stored the goods (or part thereof) to remove the Goods, using reasonable means and with or without vehicles, and the Buyer's right to resell or use the Goods shall cease immediately upon such non-payment or insolvency event.

- 6.7 The Buyer shall immediately notify the Company if any Goods to which the Company retains title are seized, attached, distrained upon, subject to execution or claimed by a third party, and shall identify those Goods and procure their immediate release at the Buyer's cost; the Buyer shall indemnify the Company against all losses, liabilities and costs arising from any such event.

7 SUPPLY OF SERVICES

- 7.1 The Company shall supply the Services to the Buyer in accordance with the relevant Service Level Agreement in all material respects.
- 7.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the relevant Service Level Agreement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Company reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Buyer in any such event.
- 7.4 The Company warrants to the Buyer that the Services will be provided using reasonable care and skill.

8 BUYER'S OBLIGATIONS AND COMPANY REMEDIES

- 8.1 The Buyer shall:
- 8.1.1 ensure that the terms of any Order are complete and accurate;
 - 8.1.2 co-operate with the Company in all matters relating to the supply of Goods and/or Services;
 - 8.1.3 provide the Company, its employees, agents and sub-contractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services;
 - 8.1.4 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 8.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 8.1.6 comply with all applicable laws, including health and safety.
- 8.2 In the event the Buyer has not complied with any of its obligations, or if Company's performance of any of its obligations under the relevant Service Level Agreement or any Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("Buyer Default"):
- 8.2.1 Without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations in each case to the extent the Buyer Default prevents or delays the Company's performance of any of its obligations;
 - 8.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - 8.2.3 the Buyer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Buyer Default.

9 PRICE

- 9.1 Any price quoted by the Company to the Buyer is provisional only and, the Goods and/or Services will be charged at the price prevailing on the date the Contract is made (the "**Price**") subject to any adjustments permitted by clause 9.2.
- 9.2 Unless specified otherwise, all Prices quoted by the Company are inclusive of delivery to the Buyer in the United Kingdom by the Company's normal method of dispatch; however, the Company may increase Price at any time occurring after the date of quotation and before delivery to reflect any increases in its costs including raw materials, energy, labour, exchange rates, freight, duties and taxes and any regulatory compliance or costs caused by Buyer delay. If Buyer requires delivery by another method or to a location outside of the United Kingdom, then additional charges will apply.
- 9.3 All Prices quoted by the Company are exclusive of Value Added Tax which will be charged at the appropriate rate at the time of invoicing.

10 INVOICING AND PAYMENT

- 10.1 The Company shall invoice the Buyer in accordance with the Buyer's account opening letter or Service Level Agreement as applicable.
- 10.2 The Buyer shall pay the invoice for the Price in full with cleared funds in accordance with the Buyer's account opening letter or relevant Service Level Agreement as applicable. Payment shall be made to the bank account nominated in writing by the Company. Time for payment is of the essence, and the Company may allocate payments received to invoices and accounts in its discretion.
- 10.3 Any credit terms offered to the Buyer may be reduced, suspended or withdrawn without notice at any time in the Company's sole discretion, and the Company may require advance payment, satisfactory security or a guarantee as a condition of accepting or continuing any Order.
- 10.4 If the Buyer fails to make any payment due to the Company under the Contract by the due date for payment, then: -
- 10.4.1 under the Late Payment of Commercial Debts (Interest) Act 1998, the Company shall be entitled (without further notice to the Buyer) to charge interest on the overdue amount at the statutory rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount in full, whether before or after judgment;
- 10.4.2 payment in respect of all invoices already issued or subsequently issued for Goods and/or Services already ordered shall fall due for immediate payment forthwith;
- 10.4.3 the Company shall be entitled to suspend delivery of all further Goods and/or Services; and
- 10.4.4 the Company shall be entitled to recover from the Buyer all third party collection costs and all legal costs it incurs on an indemnity basis.
- 10.5 All amounts due under the Contract shall be paid in full without any right of set-off, counterclaim, deduction or withholding (other than any deduction or withholding as required by law), and the Buyer shall have no right to withhold or delay payment by reason of any alleged defect, shortfall or counterclaim.

11 WARRANTY AND LIABILITY

- 11.1 The Company warrants that on delivery the Goods will conform with the description given by the Company. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law. The Buyer acknowledges that it has not relied on any statement or representation not set out in the Contract.
- 11.2 Nothing in these Framework Conditions shall limit or exclude the Company's liability for death or personal injury arising out of its negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 11.3 Subject to clause 11.2, the Company shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, goodwill, wasted expenditure, loss of anticipated savings, or any indirect or consequential loss arising under or in connection with a Contract. The Company's total aggregate liability arising out of or in connection with any Contract shall not exceed the Price paid for the specific Goods and/or Services giving rise to the claim.
- 11.4 Subject to clauses 11.2 and 11.3, the Company's sole obligation and the Buyer's exclusive remedy in respect of missing or defective Goods shall, at the Company's option, be repair, replacement or refund of the Price paid for the affected Goods, provided that the Buyer gives written notice with reasonable supporting evidence within three (3) Business Days after delivery for any shortage or apparent defect. In addition, Buyer must similarly notify the Company within fourteen (14) days after delivery of any latent defect and will preserve the Goods and permit the Company to inspect them. No remedy shall apply to defects caused by storage, handling, processing, alteration, misuse, failure to follow instructions or fair wear and tear.
- 11.5 Subject to clauses 11.2 and 11.3, the Company's liability in respect of the Services is limited to re-performance or a refund of the part of the Price payable for the affected Services.
- 11.6 The terms of these Framework Conditions shall apply to any replacement Goods supplied by the Company.

12 TERMINATION

- 12.1 Without prejudice to any other right or remedy, the Company may immediately terminate any Contract, cancel any unfulfilled Order, suspend the supply of Goods and/or Services, stop Goods in transit, withdraw credit and require all outstanding or contingent sums to become immediately due and payable if the Buyer commits any breach and, where that breach is capable of remedy, fails to remedy it within five Business Days after notice, repeatedly breaches any Contract, undergoes a change of control, ceases or threatens to cease business, or the Company reasonably believes that the Buyer's financial position or ability to pay has deteriorated, or in any of the following events:

- 12.1.1 if an individual, should any distress or execution be levied on the Buyer, his property or assets or should he become insolvent;
- 12.1.2 if a corporation or partnership, should the Buyer:
 - a) enter into any composition, compromise, assignment or arrangement with its creditors generally (including any voluntary arrangement under Part I of the Insolvency Act 1986);
 - b) obtain or be subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - c) be subject to a restructuring plan sanctioned by the court under Part 26A of the Companies Act 2006;
 - d) have a petition presented for its winding up or have an application made or resolution passed for the appointment of an administrator, receiver or similar officer appointed over all or part of its assets;
 - e) be unable to pay its debts as they fall due (within the meaning of Section 123 of the Insolvency Act 1986) or otherwise becomes insolvent;
 - f) commence negotiations with one or more of its creditors with a view to rescheduling any of its debts;
- 12.1.3 notwithstanding the remedies listed in clause 10.4, persistent and serious non-payment of Company invoices as they become due.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than Intellectual Property Rights in any materials provided by the Buyer) shall be owned by the Company.
- 13.2 The Company grants to the Buyer a fully paid-up, worldwide, non-exclusive, non-transferable, royalty-free, revocable licence to use the Company's trade marks solely on the finished products of the Buyer as indicated in the relevant Service Level Agreement and subject to the Company's brand guidelines notified from time to time.
- 13.3 The Buyer shall not sub-licence, assign or otherwise transfer the rights granted in clause 13.2.
- 13.4 If the Buyer provides any trade marks, specifications, designs, data or content ("**Materials**") in connection with the Goods and/or Services, the Buyer grants the Company a worldwide, irrevocable, royalty-free, transferable and sub-licensable licence to use, reproduce, modify and disclose the Materials to perform and enforce the Contract, warrants that the Materials and their use will not infringe any third-party rights or applicable law, and shall indemnify the Company against all losses, liabilities, claims and costs arising from any breach of that warranty or the Company's permitted use of the Materials for that purpose.

14 DATA PROTECTION

The Company is committed to ensuring the security and protection of personal data it processes and holds. This includes implementing appropriate technical and organisational measures to safeguard personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access. Technical Measures implemented are: encryption of personal data, secure access controls only by authorised personnel, regular security assessments and audits and regular software updates to address vulnerabilities. Organisational Measures established are: maintaining a clear data protection policy, conducting regular data protection training and performing due diligence on third-party service providers that process personal data on behalf of the Company

In addition:

- 14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 14.2 Without prejudice to the generality of clause 14.1, the Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data (as defined in the Data Protection Legislation) to the Company for the duration and purposes of the Contract.
- 14.3 The Company will process any Personal Data it collects from the Buyer:
 - 14.3.1 to maintain the Company's records and contact information of the Buyer;
 - 14.3.2 to fulfill the provision of Goods and/or Services;
 - 14.3.3 for marketing in conformance with PECR and UK GDPR Articles 6 and 28 consent and legitimate interest rules;
 - 14.3.4 for administration of finance and accounts; and
 - 14.3.5 to comply with its legal obligations.

If the Company acts as a *processor* of personal data for the Buyer, the parties shall first enter into the Company's then-current data processing terms satisfying Article 28 UK GDPR, the Company may appoint sub-processors and make lawful international transfers, and the Buyer shall indemnify the Company against all losses, claims, regulatory action and costs arising from the Buyer's instructions, data, failure to establish a lawful basis or breach

of Data Protection Legislation.

15 FORCE MAJEURE

The provisions set out in the Trade Customs shall apply; however, a Force Majeure Event shall not relieve the Buyer of any obligation to make payments when due or of any retention of title obligations, and it is specifically understood and agreed that an inability to pay Company invoices when due is not a Force Majeure condition on its own.

16 ENTIRE AGREEMENT

16.1 These Framework Conditions and any Service Level Agreement (including all schedules, annexures and documents referred to in these Framework Conditions and any Service Level Agreement) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Framework Conditions and/or a Service Level Agreement (if applicable). Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Framework Conditions and/or a Service Level Agreement (if applicable).

17 THIRD PARTIES

17.1 A person who is not party to these Framework Conditions and/or Service Level Agreement (if applicable) shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Framework Conditions and/or Service Level Agreement (if applicable). This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

18 VARIATION AND AMENDMENTS

18.1 No variation of these Framework Conditions or any Service Level Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.2 Any amendments to these Framework Conditions agreed by the Buyer and the Company shall be deemed to apply to all future Service Level Agreements and/or Contracts entered into after the date of such amendment. Any amendments to a Service Level Agreement or Contract shall relate to that Service Level Agreement or Contract only.

19 WAIVER

19.1 No failure or delay by a party to exercise any right or remedy provided under these Framework Conditions and/or any Service Level Agreement (if applicable) or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20 SEVERANCE

20.1 If any provision or part-provision of these Framework Conditions and/or any Service Level Agreement (if applicable) is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Framework Conditions and/or any Service Level Agreement (if applicable).

20.2 If any provision or part-provision of these Framework Conditions and/or any Service Level Agreement (if applicable) is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 ASSIGNMENT AND OTHER DEALINGS

21.1 The Buyer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or otherwise deal with any of its rights or obligations under these Framework Conditions, any Service Level

Agreement or any Contract without the Company's prior written consent, and any purported dealing in breach of this clause shall be void; the Company may condition consent on payment of its costs and the proposed transferee providing satisfactory credit support.

- 21.2 The Company shall be entitled to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these Framework Conditions and/or any Service Level Agreement (if applicable) without the prior written consent of the other party.

22 NOTICES

- 22.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

22.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

22.1.2 sent by email to the address specified in the Order.

- 22.2 Any notice shall be deemed to have been received:

22.2.1 if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address;

22.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

22.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.

- 22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23 GOVERNING LAW AND JURISDICTION

- 23.1 The governing law of the Contract shall be English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales; provided that nothing in this clause shall limit the Company's right to bring proceedings in any other court of competent jurisdiction or to take proceedings in one or more jurisdictions, whether concurrently or not, to protect its Intellectual Property Rights or recover sums due. This includes, without limitation, Scotland, Northern Ireland, and any country within the European Union.

Schedule 1

Conditions for Conversion

DELIVERY, ACCEPTANCE AND STORAGE

1. The Company may deliver to the Buyer and the Buyer shall accept in satisfaction of the Contract a variation of the number of goods ordered in accordance with the following: a greater number of the Goods ordered to a maximum of 110% or a lesser number of the Goods ordered to a minimum of 90%. The Company shall invoice accordingly for the amount payable by the Buyer in accordance with the Agreement.
 - 1.1 A Delivery of paper or paperboard will be considered delivered correctly with regard to Grammage when:
 - 1.1.1 The Average Grammage in relation to the Ordered Grammage stays within the Tolerances as stated below and
 - 1.1.2 The test values for individual units in relation to the Ordered Grammage stays within the tolerances as stated below.
 - 1.2 For two or more Deliveries, the Average Grammage of each Delivery must be determined separately and be within a Grammage Tolerance of +/- 7.5%.
 - 1.3 A Delivery of a paper or paperboard order shall be deemed to have been completed in accordance with the Contract if the Delivered sizes (in the case of sheets by width and length, in the case of reels by width only) are in accordance with the following Tolerances:
 - Sheets: +/- 2mm
 - Reels: +/- 3mm
 - 1.4 A warehousing charge of £1.25 per pallet per week or £1.25 per tonne per week for reels applies where:
 - a) Stocks held on a consignment basis by the Company are not called off by the Buyer as contracted;
 - b) Goods are returned to our warehouse;
 - c) Delivery of the Goods is delayed for any reason.