



## AKZO NOBEL PACKAGING COATINGS LIMITED – CONDITIONS OF SALE

**1 General**  
 1.1 In these Conditions the following definitions will apply:  
**'Affiliate'** means, in relation to any company or unincorporated organisation, a company or unincorporated organisation which controls, is controlled by or is in common control with it.  
**'Buyer'** means the person or entity whose order for the Goods and/or Services is accepted by Seller.  
**'Conditions'** means the terms and conditions set out in this document.  
**'Contract'** means the contract for the sale and purchase of the Goods and/or the supply of Services pursuant to these Conditions.  
**'Default'** means any breach of the Contract, these Conditions, any breach of duty under statute or at common law or any misrepresentation, misstatement or tortious act or omission (including negligence), or any other liability (howsoever arising) under or connected with the Contract.  
**'Goods'** means the goods (including any instalment of the Goods or any parts for them) stated in Buyer's purchase order.  
**'Packages'** means all bags, carboys, cylinders, drums, pallets, tank wagons and other containers in which the Goods are supplied to Buyer.  
**'Seller'** means Akzo Nobel Packaging Coatings Limited.  
**'Services'** means that technical advice (if any) given by or on behalf of Seller in connection with the Goods, whether being specific advice given to Buyer or whether in any of Seller's technical literature including any advice given by any technical representative of Seller made available by Seller at Buyer's site or at a third party premises.  
**'Specification'** means that specification (if any) included in Buyer's purchase order or any other written specification provided expressly accepted by Seller.  
 1.2 Unless expressly and specifically agreed otherwise, these Conditions contain the entire agreement in connection with and will be applicable to all offers, sales and deliveries of Goods and/or Services by Seller and may only be modified or supplemented by separate written agreement between Seller and Buyer. All other terms and conditions, express or implied, present or historic (including samples, drawings or descriptive particulars of the Goods and/or Services) and any other information, recommendations or suggestions made by Seller or contained in its brochures, advertising material (or elsewhere)) are excluded, save in the case of fraud.  
 Unless expressly and specifically agreed otherwise, Seller will only contract with Buyer on these Conditions and will not accept any terms and conditions of Buyer.

**2 Terms of Sale**  
 2.1 Purchase orders may be made by Buyer in writing, by email or any other method agreed with Seller. Each and every purchase order made by Buyer is a contractual offer by Buyer to purchase the Goods and/or Services specified in the purchase order and incorporates these Conditions. The purchase order is deemed to have been accepted by Seller only if Seller either: (i) accepts the purchase order with an order acknowledgement, or (ii) materially performs its obligations under the purchase order. If Seller requires further information from Buyer, the purchase order shall not be deemed to have been accepted until and unless Buyer has provided the requested information and Seller has expressly accepted the provided information.  
 2.2 Once accepted by Seller, purchase orders will not be cancelled by Buyer without Seller's prior written agreement and Buyer indemnifies Seller in full against all loss (including loss of profit) costs, damages, charges and expenses incurred by Seller as a result of the order's cancellation.

**3 Delivery**  
 3.1 Delivery, despatch or performance dates quoted are given by Seller in good faith, but time of delivery, despatch or performance shall not be of the essence. Seller will use reasonable endeavours to deliver the Goods and/or perform the Services on the specified date, but failure to deliver the Goods and/or perform the Services on the specified date shall not entitle Buyer to claim any damages, losses, costs or expenses, or to terminate the Contract.  
 3.2 Unless otherwise agreed in writing by Seller, delivery will be DAP as defined in the Incoterms (current version). If Buyer will cause delay for eight (8) hours or more of any delivery vessel, Seller will pass on any damages or expenses incurred as a result of such delay. Unless otherwise agreed, Buyer will be responsible for unloading of Goods.  
 3.3 No liability for loss of or damage to the Goods occurring prior to delivery or for any claim that any item delivered is defective or is otherwise not in accordance with the Contract between the parties (being a defect or loss, damage or non-compliance which would be obvious upon a reasonable inspection of the Goods) or for non-delivery will attach to Seller (whether in contract or for negligence or otherwise howsoever), unless claims to that effect are notified in writing by Buyer to Seller (and in the case of claims for loss, damage or non-delivery of Goods with a copy to the carrier if Seller's own vehicles have not been used to deliver the Goods): (i) within three (3) days of delivery for loss, damage, defect or non-compliance, or (ii) within seven (7) days of the date of the invoice for loss or non-compliance.  
 3.4 Goods which are alleged to give rise to any claim for defect, loss, damage or non-compliance, non-performance will, if so far as possible, be preserved for inspection by Seller, and will be returned to Seller (at Seller's cost) if it is requested. Buyer will be deemed to have waived any and all of its rights in respect of such claims unless, wherever possible, it has given Seller reasonable opportunity to inspect the Goods.  
 3.5 In the event of a valid claim for defect, loss, damage or non-compliance, non-delivery or non-performance and provided Buyer has complied with clauses 3.3 and 3.4, Seller undertakes at its option either to refund or replace the items concerned at Seller's expense but Seller will not be under any further or other liability in connection with such non-delivery, loss, damage or non-compliance.  
 3.6 If Buyer fails to give notice in accordance with clause 3.3, then the items delivered will be deemed accepted and acceptable by both parties and without prejudice to earlier acceptance Buyer will be bound to accept and pay for the same accordingly and all claims in respect of non-delivery, loss, damage, defect or non-compliance will thereafter be wholly barred.

3.7 Where the Goods are to be delivered in instalments, each delivery will constitute a separate Contract. Any failure to deliver an instalment or any claim by Buyer in respect of an instalment will not entitle Buyer to treat the whole Contract as repudiated.  
 3.8 Seller will have the right to cancel or delay deliveries or to reduce the amount delivered due to circumstances beyond its reasonable control (including, without limitation, if sufficient stock is unavailable for Buyer's order) and Seller will not be liable in any way for any resulting loss, damage or delay.  
 3.9 Buyer will have no right to reject any deliveries of Goods on the grounds of variation of quantity from Buyer's order where such variation is not more than 10% or not less than 10% of the quantity of Goods ordered. Buyer will pay for actual quantity delivered.

**4 Risk and Title**  
 4.1 The risk in the Goods will pass to Buyer at the point of delivery and, notwithstanding clause 4.2, Seller will have no responsibility in respect of the safety of the Goods thereafter.  
 4.2 Notwithstanding delivery, the legal and equitable ownership in the Goods will remain in Seller until Seller has received payment in full for:  
 (a) the Goods and Services;  
 (b) all other sums due from Buyer under the Contract;  
 (c) all sums due from Buyer or its Affiliate under any contract whatsoever; and  
 (d) all sums due from Buyer to its Affiliate under the Contract.  
 4.3 Until such time as the legal title in the Goods passes to Buyer, Buyer will:  
 (a) hold the Goods ('**Seller's Goods**') on a fiduciary basis as Seller's bailee,  
 (b) not destroy, deface or obscure any identifying marks as the Seller's Goods,  
 (c) not pledge or create any lien, charge or other interest to arise over the Seller's Goods,  
 (d) maintain the Seller's Goods in satisfactory condition;  
 (e) store the Seller's Goods separately from all other goods of Buyer or any third party in such a way that the remain readily identifiable as Seller's property; and  
 (f) insure the Goods against all usual risks to full replacement value until ownership passes to Buyer. Any insurance monies received by Buyer in respect of the Seller's Goods will be held on trust for Seller.  
 4.4 Buyer's right to possession of the Seller's Goods shall terminate immediately if:  
 (a) Buyer is (or Seller, acting reasonably, believes that Buyer is) unable or admits its inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;  
 (b) a moratorium is declared in respect of any indebtedness of Buyer;

(c) Any corporate action, legal proceedings or other procedure or step is taken in relation to:  
 (i) The suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of Buyer;  
 (ii) Any analogous procedure or step is taken in any jurisdiction;  
 (d) Buyer enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of Buyer, or a resolution is passed or a petition presented in any court for the winding-up of Buyer or for the granting of an administration order in respect of Buyer;  
 (e) Buyer ceases to trade, or Seller reasonably apprehends that Buyer shall cease to trade and serves notice of the same to Buyer;  
 (f) Seller notifies Buyer that Buyer is in default for more than 7 days in any payment due to Seller;  
 (g) Any of the events referred to in paragraphs (a) to (f) of clause 9.1 below occur; or  
 (h) The Contract is terminated for any reason.  
 4.5 If Buyer's right to possession of the Seller's Goods terminates for any reason, Seller shall be entitled to:  
 (a) Repossess the Seller's Goods; and  
 (b) To be paid any sums which Buyer holds as Seller's fiduciary.  
 4.6 Buyer hereby grants Seller, its agents and employees an irrevocable licence to enter, at any time, at any premises where the Seller's Goods are or may be stored by or for Buyer, in order for the Seller's Goods to be inspected, or where Buyer's right to possession of the Seller's Goods has terminated, to recover them. Buyer shall take all necessary steps to facilitate repossession of Seller's Goods and, pending such repossession, Buyer shall continue to store the Seller's Goods in accordance with clause 4.3.

**5 Price**  
 5.1 Where a list price is provided or made available for the Goods and/or Services, the price charged to Buyer is the list price applicable on the day the Goods and/or Services are ordered subject only to any applicable discount which may be agreed between Buyer and Seller, whether or not your increase has been notified to Buyer, and even if a different price is specified in Seller's quotation, in Buyer's purchase order or in Seller's confirmation of it. In the case of an order for delivery of Goods by instalments or for the performance of Services on separate occasions, the Seller's price applicable to each instalment or performance of Services will be the list price of Seller at the date of delivery of such instalment or performance.  
 5.2 Where a price list has not been provided or made available for the Goods and/or Services, the contract price is agreed to be subject to increase where there are charges beyond Seller's reasonable control in the cost to Seller (including raw material or transport costs, legislative or regulatory changes, or exchange rate fluctuations) of supplying the Goods and/or Services.  
 5.3 Notwithstanding clauses 5.1 and 5.2, Seller's prices are subject to adjustment and Seller reserves the right to adjust the invoice price by the amount of any increase or decrease in Seller's costs after the price is quoted or published and the invoice so adjusted will be payable as if the price set out therein were the original price agreed between the parties.  
 5.4 All prices are exclusive of Value Added Tax, duties, tariffs and other similar charges which shall be added to the price of the Goods and/or Services. Buyer shall bear all charges Seller incurs where Seller agrees to deliver, transport or pack thereof by air.  
 5.5 Seller reserves the right to set minimum order quantities and to charge Buyer for all costs incurred by Seller in fulfilling orders below that minimum order quantity.

**6 Payment**  
 6.1 Unless otherwise agreed in writing, the Buyer will pay all invoices within thirty (30) days from the date of the invoice and all invoices will only be payable in the legal tender specified on the invoice. Seller may require security for payment before despatch or performance.  
 6.2 If the Goods are delivered in instalments or the Services are performed on separate occasions the Seller will be entitled to invoice each instalment and/or performance and when delivery of the instalment has been made or Services have been performed and payment will be due according to clause 6.1.  
 6.3 If the parties agree that the price will be payable in instalments or if the Buyer has agreed to take specific quantities of Goods or to accept performance of the Services at specified times, a defect by the Buyer in the payment of any due instalment or the failure to give delivery instructions in respect of any quantity of Goods or any instructions regarding performance of Services outstanding will cause the full balance of the price to become due forthwith.  
 6.4 Time for payment will be of the essence. If Buyer fails to make any payment on the due date then in addition to Seller's other rights, Seller will be entitled to cancel or suspend the Contract/any deliveries and to charge Buyer default interest at the rate of four per cent (4%) per annum over the base rate for the time being of Bank of England. Interest will accrue daily and be compounded annually.  
 6.5 Buyer will demand indemnify Seller against all costs, charges, expenses and legal costs incurred by Seller in recovering sums owed by Buyer.  
 6.6 Seller may appropriate sums received from Buyer against any debt whatsoever due to Seller from Buyer (irrespective of any purported appropriation by Buyer) and may, without prejudice to any other right or remedy, by notice in writing to Buyer, set off any or all of the monies owing by Buyer or any of its Affiliates to Buyer for the supply of Goods and any indebtedness of Seller or any of its Affiliates to Buyer or any of its Affiliates. In no circumstances may Buyer withhold payment or make any set-off on any account.

**7 Defective goods**  
 7.1 In substitution for all rights which the Buyer would or might have but for these Conditions the Seller undertakes in the case of the Goods manufactured by the Seller and/or Services performed by the Seller that if within three (3) months of delivery of any item of the Goods and/or performance of the Services a defect in materials or workmanship appears therein being a defect which would not have been obvious on reasonable inspection thereof (whether such an inspection was carried out or not) it will all at its own discretion either credit the Buyer for the full price paid by the Buyer to the Seller for such item and/or the Services or supply a replacement thereof free of charge to the Buyer. If the defect is not repaired by the Seller, the original Goods and/or re-perform the Services provided that in any case the original Goods and/or the Services have been accepted and paid for.  
 7.2 In the case of Goods not manufactured by the Seller and/or Services not performed by the Seller, the Seller will pass on to the Buyer to the extent that it is able any benefits obtainable under any warranty given by the Seller's supplier and/or service provider provided that the Goods and/or Services have been accepted and paid for.  
 7.3 In order to exercise its rights under clauses 7.1 and 7.2, the Buyer will send written confirmation of the claim to the Seller within thirty (30) days of the date when such defect appeared. The Seller's obligation to remedy the defect will be subject to the Buyer's written request return the defective Goods carriage paid by the Seller's premises. Unless the Buyer has strictly complied with its obligations under this clause 7.3, the Buyer shall be deemed to have waived any and all claims connected with the matter(s) which should have been notified 7.2. Nothing will impose any liability upon the Seller in respect of any defect in the Goods and/or the Services arising from or in connection with (a) fair wear and tear; and/or (b) the acts, omissions, negligence or default of the Buyer, its servants or agents including in

particular (but without prejudice to the generality of the foregoing) any failure by the Buyer, its employees, agents, sub-contractors or customers or any third party to comply with any warnings, directions, instructions or recommendations of the Seller as to storage and handling of the Goods and/or the use of the Goods.  
 7.5 Where the Goods are for delivery by instalments and/or the Services are to be performed on separate occasions any defect in any instalment or performance will not be a ground for cancellation of the remainder of the instalments and/or further performance and the Buyer will be bound to pay for the remainder of the instalments and/or performance of the Services.  
 7.6 The Buyer will co-operate voluntarily in any claim which the Seller may make against any supplier, carrier or insurer, which co-operation will include but not be limited to the provision (free of charge) of witness evidence and reasonable facilities to inspect the Goods (if the Goods have not been returned in accordance with clause 7.3) and/or to inspect the performance of the Services.  
 7.7 Buyer will promptly notify the Seller of any relevant claim and will comply with the Seller's reasonable requirements to minimise and/or avoid further liability.

**8 Liability**  
 8.1 The agreement by Seller to sell the Goods will not constitute a sale by description or sample. Any samples, illustrations or descriptive materials showing the final appearance of the Goods will not form part of the Contract between the parties and will be treated by the Buyer as approximate and for guidance only.  
 8.2 Seller does not warrant that the Goods and/or Services are fit for any particular use by the Buyer (whether or not such use has been expressly or impliedly made known to the Seller) and the Buyer will satisfy itself that the Goods and/or Services are fit for:  
 8.3 Any and all conditions or warranties (whether implied by statute or common law or arising from contract or tort) which would otherwise apply to the Goods or the Services (whether or howsoever) including, without limitation, conditions or warranties as to the quality of the Goods or their fitness for any particular purpose or as to the correspondence of the Goods with any description or sample or as to the performance of Services with reasonable care and skill are hereby excluded or limited.  
 8.4 Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Seller which is not set out in the Contract. Nothing in this clause will exclude or limit Seller's liability for fraudulent misrepresentation.  
 8.5 To the maximum extent permitted by English law, the aggregate liability of the Seller for any and all Default(s) to the Buyer for any loss or damage of whatsoever nature and however caused will be limited to and in no circumstances will exceed the price of the portion of the Goods or the Services in respect of which such claim is made. Unless specifically stated otherwise in these Conditions, the Buyer's sole remedy will be in damages.  
 8.6 To the maximum extent permitted by English law, the Seller will not be liable in any way whatsoever for:  
 (a) any pure economic loss, loss of profit, loss of business, anticipated savings, depletion of goodwill, rectification costs or (subject to clause 8.6) third-party claims, in each case whether direct, indirect or consequential, which arise out of or in connection with any Default, (b) inadequate or incorrect data preparation or coating application work carried out by, or the faulty equipment or product of the Buyer or any third party;  
 (c) any representations, advice or assistance given or omitted to be given in connection with the Goods, Services or the Specification; or  
 (d) the negligent failure of the Seller to seek there by or on behalf of Buyer or any third party.  
 8.7 Any advice or information given by the Seller in respect of the Goods or the Services is given on a gratuitous basis and in good faith. The Buyer acknowledges that it has not relied and will not rely on such advice or information.  
 8.8 The Buyer will promptly notify the Seller of any claim against the Buyer under any consumer protection legislation granting rights to consumers which the Seller cannot by law exclude or restrict. The Seller then will only be liable to the Buyer in the event Goods were defective (within the meaning of the applicable legislation) at the time of delivery by the Seller and will not be liable to the extent that any liability arises from any act or omission of the Buyer.  
 8.9 Nothing in these Conditions shall limit or exclude Seller's liability for matters that cannot be limited or excluded under English law.

**9 Termination or Suspension**  
 9.1 Seller may (without prejudice to its other rights or remedies) terminate or suspend Seller's performance of the whole or any outstanding part of the Contract immediately if:  
 (a) Buyer materially or consistently breaches the Contract;  
 (b) Buyer fails to take delivery of or to pay for Goods and/or Services by the due date;  
 (c) Buyer requests a change of control or status as defined in section 416 or 480 of CTA 1988;  
 (d) Any of the events described in clause 4.4 occur or are, in Seller's reasonable opinion, likely to occur;  
 (e) where the Contract is for a fixed price and there has been a substantial increase in Seller's costs of manufacture and supply of Goods and/or Services between the date of Contract and date of despatch and/or performance arising from circumstances beyond Seller's reasonable control and Buyer has failed, within thirty (30) days of Seller notifying Buyer of such increase, to recognise such increase, or  
 (f) at any time subject to at least 7 days' notice.  
 9.2 Seller may also suspend or terminate the supply of Services while investigating any claim relating to prior shipments (under or in connection with) the Goods or Services.  
 9.3 On termination/suspension of the Contract for whatever reason:  
 (a) all amounts invoiced by Seller to Buyer, whether or not due for payment, will become due immediately;  
 (b) Buyer's right to possession of the Seller's Goods shall terminate immediately; and  
 (c) Seller may (without prejudice to any of its other rights) recover or resell the Seller's Goods and may enter Buyer's premises for that purpose.

**10 Packages**  
 10.1 Where Seller has expressly given Buyer an option to return Packages and Buyer does so, Buyer must return the Packages empty, securely closed, in good order, externally clean and 'labeled paid'. Packages returned promptly in this way will be subject to an allowance at Seller's standard rate of charge to the Buyer, and any excess.  
 10.2 Labeled Packages remain the property of Seller at all times. If requested by Seller, Buyer must return them to Seller as soon as possible, ensuring that they are empty, correctly labelled, securely closed and externally clean. Buyer will be liable for all loss of or damage to the labeled Packages given for return by the Buyer, whether prior to delivery or after their return. Any labeled Packages not returned or not returned in good order and condition within a reasonable period will be paid for by Buyer at Seller's standard rate operating at the date of issue by Seller to Buyer of a date note.

**11 Miscellaneous**  
 11.1 Any notice under the Contract shall be in writing and, unless delivered to a party personally, shall be left at or sent by prepaid first class post or prepaid recorded delivery or facsimile to the address of the party as notified in writing from time to time (deemed service upon delivery, if posted, 24 hours after posting and, if by facsimile, 3 hours after having been sent). Quoted acceptance by Buyer or other delivery notes shall not constitute notice of any claim or acceptance by Seller of any such qualification.

11.2 The word 'including' shall not limit the generality of any preceding words.  
 11.3 No amendment or variation of these Conditions or the Contract shall be effective unless it is in writing and agreed by Seller. If Seller accepts any cancellation, amendment, variation or suspension of the Contract by Buyer, such acceptance is subject to Buyer reimbursing Seller for all costs incurred by Seller in connection with the cancellation, amendment, variation or suspension of the Contract.  
 11.4 The failure or delay by Seller to exercise a right or remedy provided by the Contract or by law does not constitute a waiver of that right or remedy or of any other rights and remedies. However, no party shall be deemed to have exercised a right or remedy if it prevents a further exercise of that or any other right or remedy.  
 11.5 To the extent that any provision or part-provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision or part-provision will be deemed not to be a part of the Contract and it will not affect the enforceability of the remainder of the Contract.  
 11.6 Unless expressly provided in the Contract, no term of the Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.  
 11.7 The Contract is personal to Buyer and Buyer will not assign any of the rights or benefits under the Contract to any other person. Seller is entitled to assign the Contract or sub-contract any of Seller's obligations under the Contract.  
 11.8 Seller owns the copyright, trademarks, design right and all other intellectual property rights in the Goods and Buyer agrees that these rights may not be used in any way without Seller's written consent. Buyer agrees to indemnify Seller for any damages, losses, costs, expenses and legal fees, whether direct or indirect, that Seller has incurred or will incur as a result of any and all breaches of Seller's copyright, trademarks, design right or any other intellectual property rights in the Goods.  
 11.9 Buyer agrees to indemnify Seller's trademarks on altered Goods, remove or alter any of Seller's trademarks, add any marks, signs or trademarks on the Goods, or otherwise injure or dilute the reputation of any of Seller's trademarks or tradenames.  
 11.10 The price of the Goods and/or Services and the commercial terms of the Contract are commercially sensitive to Seller and confidential to Seller and Buyer agrees to keep them secret and confidential for a period of ten (10) years from the date of the Contract. Buyer may disclose this information where required to by law, court order, or regulation or act of any governmental authority, provided (to the extent permissible by law) it has notified Seller in advance and agreed the scope of disclosure with it.

**12 Force Majeure**  
 12.1 Seller shall not be liable for any delay or failure in performing its obligations under the Contract where the delay or failure arises, directly or indirectly, from any circumstances beyond Seller's reasonable control (whether or not involving Seller's negligence), which shall be deemed to include accidents, war, fire, flood, Acts of God, breakdown of plant or machinery, industrial disputes (whether or not Seller is directly involved), shortage of materials at the market rates, legislative or regulatory changes, action by any governmental authority, epidemic/pandemic, customs related checks or inspections at any border, high demand for, or delay in transportation services, or any prevention or hindrance on a delivery operator's ability to operate deliveries. In the event of any such delay or failure, Seller shall be entitled to suspend the contract by giving written notice to Buyer. If any such delay or failure continues for more than 21 days, Seller shall be entitled to terminate the Contract with immediate effect by giving written notice to Buyer. In the event of such termination by Seller, (i) Buyer shall pay for the Goods delivered and/or Services provided, and (ii) Seller shall return the price of any undelivered Goods and/or Services not performed to Buyer (if paid), but Buyer shall not be entitled to any other remedy whatsoever under or in connection with the Contract.

**13 Export terms**  
 13.1 Where the Goods are supplied for export the provisions of this clause 13 will apply (subject to any special terms agreed in writing between the Buyer and the Seller) notwithstanding any other provision of these Conditions.  
 13.2 The Buyer will be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination, and into any country through which the Goods are transported, and for the payment of any duties on or in respect of the importation or transportation of the Goods subject to the obligations and requirements specified in Incoterms (current version).  
 13.3 The Buyer agrees not to export or re-export any Goods, information, technology and/or samples received from the Seller, whether or not they are designated as being confidential, in violation of any government's export-control or customs law or regulations, including those of the United States of America. This obligation survives termination of the Contract.  
 13.4 The Buyer will be responsible for arranging for the testing and inspection of the Goods at the Seller's Premises before shipment. The Seller will have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage caused during transit.

**14 Warnings**  
 14.1 Where the Seller supplies warnings, directions or instructions with the Goods regarding the use of the Goods then it will be the responsibility of the Buyer to comply with such warnings, directions or instructions and to ensure that the same are supplied to the user of the Goods (whether such user is the Buyer, its employees, agents, sub-contractors or its customers or otherwise) prior to their use. The Buyer undertakes to include this obligation in the conditions in any contract it makes with any sub-buyer of the Goods.

**15 Information and Compliance with local laws**  
 15.1 The Buyer will be responsible for complying with any legislation or regulations governing the importation of Goods into and/or the performance of Services in the country of destination, and into any country through which the Goods are transported, and for the payment of any duties on or in respect of the importation or transportation of the Goods and/or performance of the Services.  
 15.2 The Buyer will ensure that all Goods are safe and lawfully received, stored, maintained, used or applied by the Buyer and will obtain relevant information in the Seller's possession relating hereto. The Buyer will ensure that all appropriate safety information (whether supplied by the Seller, the Buyer or another) is distributed and drawn to the attention of customers and all others (including the Buyer's employees and contractors) who require it for the safe handling or use of the Goods and will promptly supply to the Seller all information and assistance required for the Seller to exclude the Buyer's order.  
 15.3 Buyer will comply with all relevant and applicable legislation, rules, regulations, codes of practice, guidance and statutory requirements that from time to time come into force, including, without limitation, any of the preceding that relate to competition, anti-corruption, bribery and/or export controls.

**16 Governing law and Jurisdiction**  
 The Contract, these Conditions and any claim or dispute arising under or in connection with any of them will be governed by the laws of England and Wales. Buyer and Seller hereby irrevocably agree to submit to the exclusive jurisdiction of the English Courts to determine any claim or dispute arising under or in connection with the Contract or these Conditions.