Terms of Purchase

DEVELOPMENT DRAFT - FOR COMPANY REVIEW

Lakeland Polymers Ltd | Company number 12902867

Prepared 11 November 2026 | Contact adam@lakelandpolymers.co.uk

Development review copy

The existing website terms have been re-presented for Lakeland Polymers Ltd The contractual wording is retained as a review draft. It has not been confirmed as approved terms for production use. No contract is created by this development download.

Trading contact: Unit 20, Charlesfield Industrial Estate, St Boswells, Melrose, Scotland, TD6 0HH; adam@lakelandpolymers.co.uk.

Lakeland Polymers Ltd Conditions of Purchase

In the conditions:

" Company " means Lakeland Polymers Ltd or any group undertaking from time to time as defined in Sections 1161 and 1162 of the Companies Act 2006 (as amended or replaced from time to time)

" Order " means the order or orders placed by the Company

" Goods " means the goods which are the subject of the Order including, without limitation, plant, machinery, equipment, vehicles and materials (including packaging), whether raw or partly or wholly manufactured

" Services " means any services to be provided to the Company in connection with the Order

" Maker's Mark " means any name, mark or other feature which may identify the source of the Goods, save for where the Goods are identifiable as a result of labelling or marking arising outside of the normal course of providing the Goods

" Supplier " means the person, firm or company to whom the Order is issued

1.0 APPLICATION OF THESE CONDITIONS

1.1

These conditions shall apply in respect of all contracts (" Contract ") made between the Company and the Supplier for the purchases of Goods or Services from the Supplier.

1.2

Subject to Condition 1.3 the Company only enters into Contracts on the basis of these conditions which can only be altered or qualified by a document signed by a director of the Company.

1.3

In the event of a conflict between any of these conditions and any specific term or condition referred to on the face of the Order, the latter shall prevail.

1.4

The performance of Services or delivery of Goods by the Supplier pursuant to the Order shall constitute acceptance of these conditions where acceptance has not previously been communicated to the Company.

2.0 DELIVERY / ADVICE NOTES

2.1

The Supplier shall comply in all respects with the Company's programme for delivery of Goods and performance of Services and any reasonable request for information about progress against programme shall be provided by the Supplier without delay.

2.2

All Goods supplied against the Order, properly packed and secured in such a manner as to reach their destination in good condition, shall (unless otherwise directed by the Company) be delivered by the Supplier to the Company's works carriage paid, in accordance with the Company's instructions save for where the Company arranges for collection of the Goods (which shall be stipulated in the Order by the Company). All deliveries shall bear the Company's order number on each package.

2.3

Delivery shall be completed when the Goods have been unloaded by the Supplier at the point of delivery specified in the Order and the delivery has been accepted by a duly authorised agent, employee or site representative of the Company, save for where the Company collects the Goods in which case delivery shall be completed when the Goods are loaded onto the Company's vehicle.

2.4

If the Supplier is responsible for delivery or for arranging delivery of the Goods to the Company's premises the Supplier will be liable for all damage which it or its carrier causes to the Company's property in the course of delivery.

2.5

If Goods are delivered before the date specified in the Order, the Company shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date for delivery.

2.6

In the event of any strike, lock-out, fire, explosion or accident or of any stoppage of the Company's business or work for reasons beyond its reasonable control which may prevent or hinder the use of the Goods or performance of the Services, delivery of the Goods or performance of the Services (or both) and payment for them may be suspended or postponed at the Company's option without any liability until such time as the circumstances preventing or hindering the use of the Goods or performance of the Services have ceased.

2.7

If a carrier is specified by the Supplier in connection with the Order such carrier shall be deemed to be an agent of the Supplier and not of the Company.

2.8

Consignment or part deliveries may be rejected unless the Company has agreed in writing to accept such deliveries.

2.9

The Supplier shall be responsible for the packaging of and loading of the Goods where the Company so specifies.

2.10

In the case of Goods supplied from outside the United Kingdom, the Supplier shall ensure that accurate information is provided to the Company as to the country of origin of the Goods and shall be liable to the Company for any additional duties or taxes for which the Company may be accountable should the country of origin prove to be different from that advised by the Supplier.

3.0 TIME

3.1

Where time is specified such provision shall be of the essence of the Contract.

3.2

Failure by the Supplier to adhere to any provision as to time contained in the Order shall entitle the Company at its option to treat the Contract as repudiated in whole or in part. The Company shall be entitled to exercise its option at any time notwithstanding that it has acquiesced in any delay unless a written extension of time has been given to the Supplier by a director of the Company and the time of any extension has not elapsed.

3.3

Failure by the Company to exercise its option under Condition 3.2 in respect of any part of an Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Order.

3.4

Unless an extension of time has been agreed by the Company in accordance with Condition 3.2 , the Supplier's failure to effect delivery on the date or dates specified shall entitle the Company to purchase substitute Goods and to hold the Supplier accountable for all loss or additional costs (or both) incurred as a result.

4.0 PRICE AND PAYMENT

4.1

Unless otherwise agreed by the Company in writing:-

4.1.1 all prices are fixed inclusive of delivery, and are not subject to escalation, but are exclusive of VAT (if applicable) and any other applicable duties and taxes;

4.1.2 invoices shall not be rendered by the Supplier until completion of delivery of all of the Goods and performance of all of the Services which are the subject of the Order;

4.1.3 invoices shall not be rendered until the Company has received or obtained a weighbridge ticket ("Weighbridge Ticket") confirming the weight of the Goods as specified in the Order. Weighbridge Tickets shall be obtained either at the point of collection in accordance with Condition 2.3 or upon delivery to the Company's premises, and shall be the final and conclusive evidence of the quantity of goods received; and

4.1.4 payment shall be due at the end of the month following the month of receipt of the invoice.

4.2

The Company specifically reserves the right to deduct from any monies due or to be become due to the Supplier any monies due to the Company from the Supplier.

4.3

The Company shall not be liable for any orders or amendments to orders other than those issued or confirmed on the Company's official Order or amendment forms duly signed on behalf of the Company.

4.4

The Company shall not be responsible for the payment of any charges for Goods supplied or Services performed in excess of the Goods or Services required by the Order or any variation of it unless authorised in writing by a further priced Order.

4.5

No payment of or on account of the Contract price shall constitute any admission by the Company as to proper performance by the Supplier of its obligations.

4.6

No payment will be made for containers, crates or packing materials of any description except by special arrangement in writing.

4.7

Inattention to the following details may mean delay in payment but no prompt payment discount shall be forfeited by the Company due to the failure of the Supplier:-

4.7.1 to send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated on the Order; or

4.7.2 to send a monthly (or such other regular period as agreed between the Parties) statement of account quoting the invoice numbers applicable to each item caused by it; or

4.7.3 to mark clearly the Company's order number on each consignment package, packing notes, advice notes, invoices, statements provided in accordance with Condition 4.7.2 and all other correspondence relating to them.

4.8

If the Company fails to make payment to the Supplier of any sums owed in accordance with Condition 4 , the Supplier shall be entitled to charge interest on such sums at a rate of two per cent (2%) above the base rate of Royal Bank of Scotland plc from time to time until such time as payment has been made.

5.0 PACKAGING

The Company shall only be responsible for returning cases or other durable packaging to the Supplier if such responsibility is accepted by the Company in the Order.

6.0 COLLECTION NOTES

6.1

The Supplier shall notify the Company when the Goods are available for collection by the Company.

6.2

The Supplier shall provide the Company with a duly signed collection note (" Collection Note ") in a form agreed by the Company, acknowledging that the Company has collected the Goods.

6.3

If the Company arranges for collection of the Goods and the Goods are not packaged satisfactorily or the Goods are unfit in any way for collection, the Supplier, if requested to do so by the Company, shall be responsible for the costs of ensuring that the Good are made fit for collection.

7.0 RISK AND TITLE

7.1

Unless otherwise stated on the Order, risk in the Goods purchased shall pass to the Company upon completion of delivery as specified in Condition 2.3 and title to the Goods or any part of the Goods shall pass upon the earlier of delivery or the time of any payment being made for them. The Supplier shall be responsible for transport and unloading costs and insurance of Goods to their full value against all risk of damage or loss prior to completion of delivery.

7.2

All tools, equipment and materials of the Supplier required in the performance of the Supplier's obligations under the Contract shall be and remain at the sole risk of the Supplier whether or not they are upon premises of the Company or other premises specified in the Order.

7.3

Where the Supplier has contracted to perform Services or work upon Goods or materials without title thereto passing to or belonging to the Supplier, risk shall pass to the Supplier in respect of such

Goods and materials when it takes delivery thereof and shall remain with the Supplier until the Goods or materials processed or worked upon as the case may be are redelivered to the Company. Delivery for the purposes of this Condition shall mean the time of parting with physical possession by the Company and redelivery shall mean upon acceptance of delivery by a duly authorised agent, employee or representative of the Company.

8.0 QUALITY AND GUARANTEE

8.1

Any inspector or representative authorised by the Company shall be entitled to inspect the Goods or, as the case may be, any Services being performed at any reasonable time either at the Supplier's works or at the works of any sub-contractor and to require all defects or deficiencies to be made good and alterations made in the event of any failure in the opinion of the Company to comply with the terms of the Order, provided nevertheless that such inspection or right to inspect shall not of itself constitute acceptance or approval of all or any part of the Goods.

8.2

Goods shall be of satisfactory quality and shall be supplied strictly in accordance with the quantities, specifications, standards and stipulations contained in or annexed to the Order and, unless otherwise agreed in writing, shall conform to all relevant UK and EC standards, specifications and conditions and all work and Services performed by the Supplier shall be in accordance with best practice and pass such inspection as may be required by the Company, its customers or their agents or any government department concerned.

8.3

The Supplier warrants that the Goods will be clean and dry and free from contamination from:-

8.3.1 any extraneous materials; and/or

8.3.2 damaging/alternative specification plastics; and/or

8.3.3 other damaging materials.

8.4

The Supplier warrants its expertise and confirms the accuracy of all statements and representations made in respect of the Goods and Services prior to the Order.

8.5

Nothing contained in these conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Order.

8.6

Notwithstanding that:-

8.6.1 the Company has accepted all or part of the Goods; or

8.6.2 where the Contract is for the sale of specific goods, the title in the Goods has passed to the Company;

8.6.3 the breach by the Supplier of any express or implied condition to be fulfilled by it may (subject to Condition 8.8) be treated as a ground for rejecting the Goods and treating the Contract as repudiated.

8.7

The Company shall be entitled to require the Supplier to perform the obligations contained in Condition 8.8 or, at its option, reject the Goods and treat the Contract as repudiated at any time prior to the expiration of the following periods:-

8.7.1 where the defect is apparent on a visual inspection, one month after delivery to the Company; or

8.7.2 in any other case one month after the Company has discovered the defect in question.

8.8

Without prejudice to the Company's right to treat the Contract as repudiated, where the Company notifies the Supplier of any defective or damaged Goods (whether due to defective design, materials or workmanship or otherwise) or faulty workmanship in the provision of the Services, the Supplier shall be responsible for making good with all possible speed the defective or damaged Goods or faulty workmanship (fair wear and tear excepted) and the Supplier shall indemnify the Company for any expenses the Company incurs arising as a result of the defective or damaged or contaminated Goods.

9.0 HEALTH AND SAFETY

The Supplier warrants that in the supply of the Goods and the provision of information relating to them it will comply with the duties imposed on it by the Health and Safety at Work etc. Act 1974 or any amendment thereto or re-enactment thereof and of all other statutory provisions, bye-laws, rules and regulations so far as they are applicable to the site or the Goods and that it will perform the Contract such that no liability is incurred by the Company under such statutory provisions, bye- laws, rules and regulations; and

10.0 INDEMNITY

10.1

The Supplier agrees to indemnify the Company against:-

10.1.1

all losses, costs, damages, expenses and claims caused to and made against the Company which would not have been caused or made had the Supplier fulfilled its express or implied obligations under this Contract;

10.1.2

all claims arising out of errors and omissions in packaging supplied by the Supplier; and

10.1.3

all claims made against the Company arising out of the acts, omissions or negligence of the Supplier, its employees, agents or its sub-contractors.

11.0 MARKING OF GOODS AND PUBLICITY

11.1

Unless otherwise agreed in writing no Maker's Mark shall appear on any Goods supplied pursuant to the Order.

11.2

Neither the Order nor the name of the Company shall be disclosed to any third party or used by the Supplier or any sub-contractor for advertisement or publicity purposes without the Company's prior written consent.

11.3

The Supplier shall not either during the period of the Order or at any time thereafter disclose to any person, firm or company any manufacturing process or trade secret of the Company in connection therewith or any information relating thereto.

11.4

The Company shall (where it collects the Goods) package and label the Goods with the Company's identifying mark.

11.5

Where this Condition 11.4 applies, the Supplier shall provide the Company with a rebate in respect of the Company's reasonable labelling and packaging costs.

12.0 PROCESSING

12.1

The Company may require the Supplier to supply the Goods to a third party for processing and shall notify the Supplier in writing where this is to be the case.

12.2

The Supplier shall provide the Company with a duly signed Collection Note acknowledging that the Company and/or the Processor has collected the Goods from the Supplier.

12.3

Where the Supplier acts as the processor of the Goods on behalf of the Company, the Supplier warrants that the Goods will be processed in compliance with all applicable legislation and that the Processor's premises shall comply with all applicable legislation.

13.0 TERMINATION

Without prejudice to any other rights or remedies to which it may be entitled, the Company may terminate the Order forthwith and without liability in the event that:-

13.1

the Supplier shall become bankrupt or, under Section 123 of the Insolvency Act 1986, be deemed to be unable to pay its debts or shall compound with its creditors or if a resolution shall be passed or proceedings commenced for the administration or liquidation of the Supplier (other than for a voluntary solvent winding up for the purpose of reconstruction or amalgamation) or if a receiver or manager shall be appointed of all or any part of its assets or undertaking; or

13.2

the Supplier shall commit any breach of its obligations under the Contract and (where such breach is capable of remedy) fail to rectify such breach within seven days of receipt of written notice from the Company requiring it to be remedied.

14.0 VALUE ADDED TAX

If the Supplier is registered for value added tax, the Supplier shall be required to issue a proper tax invoice in accordance with the relevant legislation before the Company shall be required to make payment for Goods or Services supplied in accordance with the Order

15.0 CONSUMER PROTECTION ACT 1987 (THE "ACT")

15.1

The Supplier warrants that all Goods supplied to the Company together with all necessary instructions, information and warnings supplied with them will be designed, manufactured and produced in such a manner as to ensure that under no circumstances could the Goods be held to be defective pursuant to Part 1 of the Act.

15.2

If the Supplier becomes aware at any time of any incidents, events or discoveries which are in any way relevant to the safe operation of Goods previously supplied, the Supplier shall without delay issue written notice of them to the Company.

15.3

The Supplier shall indemnify, reimburse and compensate the Company for all losses and damages (including costs, expenses and charges for legal action in which the Company may be involved) which the Company may incur or have to bear as a result of any claim or claims arising as a result of the Goods being adjudged defective pursuant to the provisions of Part 1 of the Act.

15.4

The Supplier undertakes to maintain adequate insurance cover (with insurers of repute) in respect of liability pursuant to the Act and to produce to the Company without delay upon request a copy or copies of the relevant policy or policies of insurance.

16.0 SEVERABILITY

If any provision of these conditions is or shall become void in whole or in part the other provisions of these conditions shall remain fully valid and enforceable and the void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these conditions.

17.0 VARIATION

17.1

Any amendments to the Order shall be made by agreement evidenced in writing.

17.2

The Supplier shall advise the Company immediately if such amendments either prevent the specified delivery date(s) being met or have any other significant implication regarding the Supplier's obligations to the Company.

18.0 CANCELLATION

Without prejudice to any other specific provision of this Contract or any other right available to it, the Company shall have the right to cancel the Contract in whole or in part at any time by giving

written notice to the Supplier whereupon all work under the Order (or the cancelled part) shall be discontinued and the Company shall pay to the Supplier such proportion of the Order price as may be fair and reasonable having regard to the value of work done, of the Goods previously delivered and of Services performed under the Order (including an element of profit to be calculated on a pro rata basis by reference to the net profit margin on the contract as a whole which the Supplier can evidence to the satisfaction of the Company it would have obtained had the proceeded to completion) and on such payment no further sum or sums shall be due by way of damages, loss of profits or otherwise from the Company to the Supplier by reason of such cancellation.

19.0 FORCE MAJEURE

19.1

If either the Company or the Supplier is delayed or hindered in the performance of its obligations by circumstances beyond its reasonable control (including any form of government intervention or strikes and lock outs not involving the parties hereto or their respective work forces) then delivery of the Goods or performance of the Services shall be suspended and if such delivery cannot be effected within a reasonable time after the due date the delivery may be cancelled by either party in writing to the other without liability on either side.

19.2

A delivery which is not cancelled will be made or accepted as soon as the circumstances causing the delay or hindrance cease but when more than one delivery is to be made against the Order the period during which deliveries are to be made shall not be extended.

20.0 ENGLISH LAW

The parties agree that any disputes arising or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be subject to the laws of England and shall be subject to the jurisdiction of the English courts only except that the Company may seek injunctive relief outside such jurisdiction.

21.0 THIRD PARTY RIGHTS

A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these conditions. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

22.0 SPECIAL CONDITIONS APPLICABLE TO PURCHASES OF GOODS BY CK POLYMERS (HONG KONG) LIMITED

22.1

In relation to all Contracts made between CK Polymers (Hong Kong) and the Supplier for the purchase of Goods from the Supplier, Condition 8.7 of these Conditions shall be amended as follows:8.7The Company shall be entitled to require the Supplier to perform the obligations contained in Condition 8.8 or, at its option, reject the Goods and treat the Contract as repudiated at any time prior to the expiration of the following periods:- 8.7.1where the defect is apparent on a visual inspection, one month after receipt of the Goods by CK Polymers (Hong Kong) in Hong Kong; or 8.7.2 in any other case one month after the Company has discovered the defect in question.

22.2

Subject to Condition 22.1 above, all other Conditions shall continue to apply as set out herein.

JULY 2005