Terms of Sale

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.

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1.0 FORMATION OF CONTRACT

All quotations, offers and tenders are made and all orders are accepted subject to the following conditions. Except as otherwise provided in these conditions, all other terms, conditions or warranties whatsoever are excluded from any contract between the Seller and its customer (the "Buyer") unless expressly accepted in writing by the Seller. The "Seller" shall mean Lakeland Polymers Ltd or any group company (as that term is defined in Sections 258 and 259 of the Companies Act 1985) from time to time supplying goods to the Buyer.

1.1 If there is a conflict between these conditions and any other terms of the Seller's quotation, offer, tender or Sales Confirmation, such other terms shall prevail.

1.2 Quotations shall be available for acceptance for a maximum period of 14 days from date of issue and may be withdrawn by the Seller by written or oral notice to the Buyer at any time prior to the Seller's acceptance. Acceptance will only be effective where it is made on the Seller's order acceptance or sales confirmation form (" Sales Confirmation ") signed or issued by an authorised representative of the Seller and posted or delivered to the Buyer.

1.3 If any statement or representation has been made to the Buyer by the Seller or its officers, employees or agents (other than in the document(s) enclosed with the Seller's quotation or Sales Confirmation) upon which the Buyer wishes to rely it shall only be entitled to do so if the statement or representation is attached to or endorsed on the Buyer's order and then only if the Seller subsequently confirms in writing to the Buyer that the Buyer is entitled to rely on the statement or representation.

1.4 Prices are quoted by the Seller on the basis of the limitations of liability set out in these conditions. The Buyer shall be entitled to request the Seller to agree a higher limit of liability and the Seller may then quote a revised price taking account of any increased insurance premium to be borne by the Seller.

1.5 Unless specifically agreed to the contrary all commercial terms shall be interpreted in accordance with INCOTERMS 2000.

1.6 The Seller reserves the right to sell the goods to, and deal with, any other customer whatsoever.

2.0 PRICES

2.1 The price for the goods will be as detailed in the relevant purchase order form issued by the Buyer (" Purchase Order "), as amended by the relevant Sales Confirmation or, if no pricing information is contained therein, will be in accordance with the Seller's price list in force from time to time. In the event of a conflict the price in the Sales Confirmation shall prevail and, if no price information is contained therein, the price in the Purchase Order shall prevail.

2.2 Until an order has become binding on the Seller, all prices are subject to change without prior notice.

2.3 After an order has become binding on the Seller, all prices will have VAT added at the appropriate rate and are subject to increase to reflect any increase in cost to the Seller caused by any delay as a result of failure of the Buyer to give the Seller accurate information or instructions.

3.0 PAYMENT

3.1 The Seller shall be entitled to submit its invoice with its delivery advice note or at any time afterwards except that where delivery has been postponed at the request of, or by the default of, the Buyer, the Seller may submit its invoice at any time after the goods are ready for delivery or would have been ready in the ordinary course but for the Buyer's request or default.

3.2 The Seller shall provide with the invoice a valid weighbridge ticket confirming the weight of the goods as specified in the Sales Confirmation. The weighbridge ticket shall be obtained by the Seller either at the point of or prior to delivery made. The weighbridge ticket provided by the Company shall be the final and conclusive evidence of the quantity of goods delivered.

3.3 Where goods are delivered by instalments the Seller may invoice each instalment or stage separately and the Buyer shall pay such invoices in accordance with these conditions.

3.4 Unless otherwise agreed in writing or stated on the Seller's quotation or Sales Confirmation, the net invoice amount shall become due for payment by the Buyer at the end of the month following delivery. The time of payment shall be of the essence of the Contract.

3.5 No disputes arising under the contract nor delays, otherwise than due to default by the Seller, shall interfere with prompt payment in full by the Buyer.

3.6 If the Buyer shall default in payment, the Seller shall be entitled, without prejudice to any other right or remedy, to do all or any of the following:-

3.6.1 to suspend all further deliveries and the performance of services under the contract and under any other contract or contracts between the Seller and the Buyer then current, without notice;

3.6.2 to charge interest on any amount outstanding at the rate of 3% per annum above the base rate of Royal Bank of Scotland plc, such interest being charged as a separate, continuing obligation not merging with any judgment together with all reasonably incurred debt recovery costs;

3.6.3 to serve notice on the Buyer requiring immediate payment for all goods supplied and services rendered by the Seller under this and all other contracts with the Buyer whether or not payment is otherwise due;

3.6.4 to sue for the price of the goods and services even though (in the case of the goods) title may not have passed to the Buyer.

3.7

The Buyer shall have no right of set off in respect of monies due from the Seller.

4.0 DELIVERY

4.1

Unless otherwise agreed in writing, delivery of the goods shall be made at the Buyer's premises in accordance with Condition 4.7.

4.2

Time for delivery is given as accurately as possible but is not guaranteed. The Buyer shall have no right to damages or to cancel the contract for failure for any cause to meet any delivery or completion time stated nor shall the Buyer be entitled to make, or to purport to make, time for delivery of the essence of the contract.

4.3

The date for delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Buyer.

4.4

Failure by the Buyer to take delivery of or to make payment in respect of any one or more instalments of goods delivered in accordance with the contract shall entitle the Seller to treat the contract as repudiated by the Buyer either in whole or in part.

4.5

The Seller will endeavour to comply with reasonable requests by the Buyer for postponement of delivery of the goods or completion of the services but will be under no obligation to do so. Where delivery or completion is postponed, otherwise than due to default by the Seller then, without prejudice to all other rights and remedies available to the Seller, the Buyer shall pay all costs and expenses, including a reasonable charge for storage and transportation so occasioned.

4.6

The Seller reserves the right to deliver more or less than the quantity of goods set out in the Purchase Order by up to 10% and the Buyer shall pay for the quantity delivered. Measurements of volume or weight are also subject to variation and the Buyer must accept such variations of up to 10% of the stated measurement. Any certificate of weight or measurement issued by or on behalf of the Seller shall be binding on the Buyer subject to Condition 10.

4.7

Where goods are sold by the Seller to a Buyer within the European Union, the goods will be supplied on a DDU Buyer's premises basis. Where goods are sold by the Seller to a Buyer outside of the European Union, the goods will be supplied on a CIF basis to a nominated port.

5.0 PACKING

Packaging supplied by the Seller, unless otherwise expressly agreed in writing, is intended to provide adequate protection in normal conditions of transit of expected duration.

6.0 RISK AND TITLE

6.1

Where Condition 4.7 does not apply, risk shall pass to the Buyer (so that the Buyer is then responsible for all loss or deterioration of the goods or for any damage occurring) at the time when the goods leave the premises of the Seller or the Seller's nominated supplier (for direct deliveries or collection).

6.2

Title to the goods shall only pass to the Buyer if the Buyer has paid to the Seller all sums (including any default interest) due from it to the Seller under this contract and under all other contracts between the Seller and the Buyer including any sums due under contracts made after this contract whether or not the same are immediately payable.

6.3

The Seller may recover goods in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licences the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that Condition 6.4 below is being complied with by the Buyer or of recovering any goods in respect of which title has not passed to the Buyer.

6.4

Until title to the goods has passed to the Buyer under these conditions the Buyer shall possess the goods as fiduciary agent and bailee of the Seller. If the Seller so requires, the Buyer shall store the goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Seller. During such time as the Buyer possesses the goods with the Seller's consent, the Buyer may in the normal course of its business sell or hire the goods or incorporate into finished goods as principal but without committing the Seller to any liability to the person dealing with the Buyer .

6.5

The Buyer shall ensure that in the event of any re-sale of the goods in accordance with Condition 6.2 the contract of sale between the Buyer and its purchaser shall contain a retention of ownership clause, which will have the same effect for the Buyer as Condition 6.2 has for the Seller.

7.0 CANCELLATION

7.1

Cancellation will only be agreed to by the Seller on condition that all costs and expenses incurred by the Seller up to the time of cancellation and all loss of profits and other loss or damage resulting to the Seller by reason of such cancellation will be paid forthwith by the Buyer to the Seller.

7.2

Goods returned to the Seller without the Seller's written consent will under no circumstances be accepted for credit.

8.0 VARIATIONS

8.1

No variations to the goods or services required by the Buyer shall be binding on the Seller unless agreed by the Seller and the Buyer and evidenced in writing, including, as part of such agreement, any change to the contract price arising in consequence of the variation to the goods or services. If

the Seller shall vary the goods or services in accordance with the Buyer's requirements without agreement having been reached as to the consequential change in the contract price, the price shall be varied by reference to the extra costs incurred by the Seller in making the variation plus an appropriate profit margin.

8.2

If the Seller agrees to any such variation any dates quoted for delivery and completion of services shall be extended accordingly.

9.0 SAMPLE AND TESTING

9.1

The Buyer acknowledges and agrees that the goods supplied by the Seller are third party waste material and that the Seller's prices are issued on that basis as well as to reflect the limitations of liability set out herein.

9.2

Any sample, description or specification issued by the Seller is for guidance only and should only be taken as an indication of the goods being supplied. The Buyer is responsible for testing and examining the goods upon delivery to ensure that:-

9.2.1 the goods are suitable and fit for any purpose for which the Buyer intends to use said goods; and

9.2.2 the goods delivered do not contain any contamination or extraneous material likely to cause damage to the Buyer's property or to have an adverse effect on the Buyer's processes or products.

9.3

No advertising, sales and technical information or data issued by the Seller shall form part of the contract unless the Buyer shall have complied with Condition 1.3 relating to statements and representations and the Seller shall have given the confirmation referred to in that Condition.

10.0 DEFECTS AND DELIVERY DISCREPANCIES

10.1

The Buyer shall notify the Seller of:-

10.1.1 any discrepancy (subject to Condition 4.6) between the delivered quantity of goods and the stated quantity set pout on the delivery documentation (a " Discrepancy ");

10.1.2 any reason (other than a change in the Buyer's requirements) whereby the goods delivered are unsuitable for the Buyer's purposes including without limitation because of contamination by extraneous material or because of an inappropriate mix of goods (a " Defect "), and where the Discrepancy or Defect is or should be apparent on delivery, the Buyer shall note the Discrepancy or Defect on the Seller's delivery documents.

10.2

The Buyer shall only be entitled to claim (and then subject to Condition 11) for Defects and Discrepancies if:-

10.2.1 the Seller is notified in writing or orally (provided this is confirmed in writing within 2 days):(a) within seven (7) days of receipt of the goods at the Buyer's premises; or(b) within 21 days of the estimated date of delivery in the event of non-delivery of a whole consignment; or(c) within such longer period as the Seller may agree in writing with the Buyer.

10.2.2 the Seller is given an opportunity to inspect the goods and investigate any complaint.

10.3

Where the Buyer makes a notification under Condition 10.1, the Seller's sole liability in respect of that transaction shall be (at the Seller's option):-

10.3.1 to remove the delivered goods and to provide replacement goods as soon as reasonably practicable; or

10.3.2 to remove the delivered goods and to reimburse the Buyer (whether by way of credit note or otherwise) the price paid for those goods.

10.4

If a complaint is not made to the Seller as provided in this Condition 10, the goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be bound to pay for the same accordingly.

11.0 EXCLUSION OF LIABILITY

11.1

The implied warranties and conditions contained in Sections 13, 14 and 15 of the Sale of Goods Act 1979 (as amended) and Sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 and any other condition or warranty implied by trade custom or usage are expressly excluded.

11.2

The Seller's sole liability shall be as set out in Condition 10.

11.3

The Seller shall be under no liability to the Buyer for any loss, damage or injury, direct or indirect, resulting from defects in design, materials or workmanship or otherwise (and whether or not caused by the negligence of the Seller its employees or agents) other than liability for death or personal injury resulting from the Seller's negligence.

11.4

The Seller shall have no liability for:-

11.4.1 any indirect or consequential losses or expenses suffered by the Buyer, however caused;

11.4.2 loss of profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims whether direct or indirect.

11.5

Without prejudice to the provisions of this Condition 11, the Seller's aggregate liability to the Buyer in connection with this contract whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed twice the cost of the defective, damaged or undelivered

goods or services which give rise to such liability as determined by the net price invoiced to the Buyer in respect of any occurrence or series of occurrences.

12.0 CONFIDENTIAL INFORMATION

All information and data provided to the Buyer by the Seller shall remain the property of the Seller and the Buyer agrees that all such information and data is to be used solely in the performance of the Buyer's obligations. Whether or not any such information and data is designated as "Confidential" the Buyer shall treat such information and data in confidence and with secrecy and shall not use, disclose, sell, assign, lease or license to third parties, or otherwise commercially exploit, the same nor shall the Buyer have any rights or interest in the same. The Buyer shall ensure that any of its employees, agents and sub-contractors to whom it discloses such information and data are aware of and comply with the obligation of the Buyer as provided in this Condition 12 the Buyer shall be liable for any breach of this Condition 12 committed by any such recipient.

13.0 INSOLVENCY

If the Buyer shall become bankrupt or shall be deemed to be unable to pay its debts for the purposes of Section 123 of the Insolvency Act 1986 or shall compound with its creditors or if a resolution shall be passed or proceedings shall be commenced for the administration or liquidation of the Buyer (other than for a voluntary solvent winding up for the purposes of reconstruction or amalgamation), or if a receiver or manager shall be appointed of all or any part of its assets or undertaking or if the Buyer shall suffer any similar difficulties pursuant to the laws of any other country, the Seller shall be entitled to cancel the contract in whole or in part by giving written notice to the Buyer, without prejudice to any other right or remedy available to the Seller.

14.0 FORCE MAJEURE

The Seller shall be under no liability for any failure to perform any of its obligations under the contract if and to the extent that the failure is caused by act of God, governmental restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute, shortages of labour or materials or breakdown of machinery or any other matter (whether or not similar to the foregoing) outside the control of the Seller.

15.0 CONSUMER PROTECTION ACT 1987

In circumstances in which the Seller supplies goods to the Buyer for incorporation with any composite or other products to be produced, manufactured, processed or supplied by the Buyer or a third party then the Buyer shall indemnify, reimburse and compensate the Seller for all losses and damages (including costs, expenses and charges for legal actions in which the Seller may be involved) which the Seller may incur, or have to bear, if any claim or claims shall be made against the Seller relating to the composite or other products.

16.0 ASSIGNMENT

The contract is entered into between the Seller and the Buyer as principals and the Buyer shall not be entitled to assign the benefit or burden of it or of any interest in it without the prior written consent of the Seller. The Seller shall be entitled to sub-contract the whole or part of its obligations under the contract and to assign its interest in the contract.

17.0 SEVERABILITY

If these conditions shall be or become void in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by other provisions corresponding as closely as possible with the void provisions.

18.0 THIRD PARTY RIGHTS

A person who is not a party to the Agreement (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.

19.0 LAW AND JURISDICTION

19.1

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 in the case of proceedings issued against the Seller shall be subject to the exclusive jurisdiction of the English courts.

19.2

The schedule to the Uniform Law on International Sales Act 1967 shall not apply to the contract.

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