1. INTRODUCTION
a) “DS Smith,” “we” or “our” are DS Smith Recycling UK Limited, with company number 214967 and its registered office at 350 Eaton Road, London NW1 3AX; “you” or “your” are anyone from whom we are purchasing goods or services; and “Us” means DS Smith and you, and DS Smith is as defined in Part 3 of the Criminal Finances Act 2017.

b) We have issued a purchase order which incorporates these purchase conditions (“Conditions”) together with the purchase order, the “Agreement”) which includes:
   a) a description of the goods or services provided.
   b) a price for the order.
   c) any delivery dates.
   d) any delivery address.
   e) a reference to this Agreement.
   f) a description of goods or services provided.

2. CANCELLATION AND VARIATION
a) You may cancel the order at any time before the supply is made. If we do, we agree to you a reasonable charge for what you may have done under the order, and for any reasonable costs which you properly incurred before the cancelation and which cannot be recouped elsewhere. We have no other obligations to you.

b) We may suspend the purchase order at any time. If we do, for reasons other than your default, we agree to pay any reasonable additional costs you incur as a result. If we ask you to suspend the order and agree with the variation of terms and price to the order and to the scale for delivery, you agree to make the supply in accordance with those changes.

c) Save in respect of sub-clauses 2a) and b), any variations to the purchase order must be agreed by DS Smith in writing or by the issue of a further official purchase order by DS Smith.

3. PRICE AND PAYMENT
a) The price is a fixed price apart from applicable VAT and any other tax imposed on the supply.

b) You will not invoice DS Smith until you have made the supply. We are to pay your correctly submitted invoices within 90 days after the month in which the invoice is submitted unless otherwise agreed in writing or required by mandatory law (in which case we have no right to make any reduction for the delay). We reserve the right to withhold payment if we have a claim against you, in accordance with clause 2.5.

c) Each of your invoices must be delivered within 3 months of our receipt of the relevant receipt. If an invoice has not been delivered within 3 months of receipt, you will be deemed to have agreed to payment in respect of the relevant receipt. Once an invoice has been raised and/or paid, the parties agree that no amendment to that invoice (whether in respect of goods or services unless otherwise agreed in writing.

d) You shall send all invoices to DS Smith’s accounts office address stated on the purchase order. The supply under this Agreement includes DS Smith’s order number reference and state the place to which the goods have been delivered or place at which the services were performed and a full description of goods or services provided.

4. WARRANTY AND DEFECTS
a) You warrant that any goods (the “Material”) you supply to DS Smith will be:
   i) in compliance with the terms of the purchase order,
   ii) in compliance with the latest GB standards, as defined in BS EN643:2014-06, Minimum Requirements for the Reuse of Waste Paper and Cardboard, Standards of the People’s Republic of China, GB16487.4-2017, as relevant;
   iii) free from defective materials and workmanship;
   iv) in accordance with any standard or specification described in Schedule 1.

b) If the applicable standards are revised you are obliged to review the specification of the materials you supply. We reserve the right to inspect all material.

c) The tolerance for Prohibited Materials (also referred to as Other Canned Wastes, as defined in EN643) is 5%.

d) The moisture tolerance for the Material is 10%. DS Smith reserves the right to make a claim against you if this level is exceeded.

e) Moisture reading and weights will be taken at the material’s end destination. If you agree to any defects in the Materials we may at, or at our discretion, do any one or more of the following:
   i) reject the Material and require you to replace it;
   ii) accept the Material but require an appropriate reduction in price;
   iii) require you to carry out remedial work; or
   iv) reject the Material, repudiate the Agreement and claim from you any loss we suffer as a result.

f) In addition to (a) above, failure to supply the Material in compliance with EN643 will result in you being fully responsible for all penalties and costs. Your responsibility will extend to haulage, storage and disposal costs if deemed necessary by us.

5. TIME
a) If a date for the supply is specified, and you do not make the supply by that date, we may treat that failure as a fundamental breach of the Agreement. In that event we may cancel without further notice and you would be liable to make a good any loss or damage caused.

b) We reserve the right to inspect the Material, without notice, prior to or during loading.

c) Our refusal to accept delivery of the purchase order items will be cancelled with any associated costs being passed on to you.

6. PASSING OF RISK AND TITLE
a) Risk and title in the goods pass to DS Smith in accordance with the relevant INCOTERMS stated in the purchase order.

b) If no INCOTERMS is stated in the purchase order, Goods remain at your risk until: you have been loaded onto the collection vehicle, if we are arranging their collection; or
   • they have been unloaded at the delivery address, if you are delivering them.

7. TERMINATION
a) This Agreement may be terminated immediately on written notice if:
   i) you are in breach of an obligation and – if you cannot cure the breach within 21 working days, or if you do not put right it within seven days of receiving notice from DS Smith to do so; or
   ii) we have given you notice of a breach of the same obligation at least once before.

b) We reasonably believe that you will not be able to pay your debts as they fall due or that you will be insolvent, which you have been or will become.

8. LIABILITY AND INSURANCE
a) You agree to pay DS Smith on demand an amount sufficient to cover any and all liabilities, claims, demands, costs and expenses (including, without limitation legal fees and expenses on a full indemnity basis) which are incurred by or brought against you in respect of any defects in the Materials we may, at, or at our discretion, do any one or more of the following:
   • receipt of any goods or services provided; or
   • warranties; or
   • any other breach of law which cannot lawfully be limited or excluded.

b) Save in respect of our obligation to pay in accordance with clause 2b), our liability in respect of any other claims is limited, to the maximum extent permitted by law, to any direct loss or damage up to 10% of the amount of the price paid for the goods giving rise to the claim.

c) We have no liability (directly or indirectly) for any loss of profit, business, revenue, opportunity, contracts, goodwill or wasted expenditure, wasted expenditure, foreseen or unenforced, or otherwise arising out of or in connection with the Agreement.

9. GENERAL
a) If any licence or consent of any government or other authority is required for the supply, carriage, storage or use of the goods or services supplied by you to DS Smith, you shall obtain or cause to be obtained such consent or licence before making delivery of the goods or performance of the services.

b) In providing the supply or agreement, you shall (and shall procure that your personnel shall) comply with all health and safety rules and regulations and security and other site operational requirements that apply at our premises (which are available upon your request and are available to provide the information required in accordance with sub-clause 3d).

c) Each of your invoices must be delivered within 3 months of our receipt of the relevant receipt. If an invoice has not been delivered within 3 months of receipt, you will be deemed to have agreed to payment in respect of the relevant receipt.

9. NOTICE
a) Any notice hereunder any notice given under this Agreement shall be in writing and delivered by delivering it personally or sending it by prepaid recorded delivery or registered post to the registered address of DS Smith or you (as applicable). Any such notice shall be deemed to have been received:
   • if delivered personally, at the time of delivery;
   • in the case of prepaid recorded delivery or registered post 48 hours from the date of posting.

b) You agree to the Agreement being governed by English law and any dispute or claim arising out of or connected with this Agreement shall be subject to the exclusive jurisdiction of the English courts.

c) Any reference in the Agreement to communications being written or in writing includes electronic communications such as e-mail. If we communicate with you electronically, it will be effective from when it leaves our mailbox.

10. COMPLIANCE
a) In addition to your obligations to comply with applicable laws and regulations, you will and shall procure that your officers and employees comply with:
   • comply with the DS Smith Global Supplier Standard or DS Smith Global Supplier Requirements, as applicable;
   • comply with the Bribery Act 2010 and all anti-corruption laws applicable to you or DS Smith ("Anti-corruption Laws");
   • not, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of that project or (from which you derive any benefit) and/or to obtain any benefit for DS Smith which would violate the Anti-corruption Laws;
   • comply with the Modern Slavery Act 2015 and all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force to you or DS Smith; and
   • ensure that neither you nor any of your senior officers have been convicted of any offence involving the supply and marketing of illegal goods, or the possession of any prohibited substance, or of theft, fraud, forgery, false accounts, false statements, or other like offences; or convicted of any fraud, breach of trust, breach of confidence or breach of human trafficking laws, statutes, regulations or codes of conduct.

b) You shall comply with all anti-sluery and human trafficking laws, statutes, regulations and codes from time to time in force to you or DS Smith; and
• not cause, facilitate or contribute to the commission of an offence of failing
to prevent the facilitation of tax evasion under section 45 or 46 of the
Criminal Finances Act 2017 or any other legal and regulatory anti-facilitation
of tax evasion obligations.

b) If you become aware of any breach or suspected breach of this clause 10 by you or
your subcontractors, you shall promptly notify DS Smith and we may immediately
suspend operation of the Agreement by giving written notice to you, pending an
investigation into the breach or suspected breach. You shall assist DS Smith in any
such investigation, including by providing DS Smith with reasonable access to your
personnel, documents and systems.

c) In addition to our rights in clause 7, if, in our reasonable opinion, you or your
subcontractors have breached this clause 10, we may, in our sole discretion, on
written notice, immediately: (i) terminate any or all agreements between DS Smith
and you; and (ii) suspend operation of the Agreement by giving written notice to
you.

d) In relation to tax evasion offences, the question of whether a person is associated
with another person shall be determined in accordance with section 44 of the Criminal
Finances Act 2017 (and any guidance issued under section 47 of that Act)

11. GOVERNING LAW AND JURISDICTION

a) The Agreement and any dispute or claim arising out of or in connection with it or its
subject matter or formation (including any non-contractual disputes or claims) will
be governed by and construed with the laws of England.

b) The parties irrevocably agree and acknowledge that the courts of England have
exclusive jurisdiction for the purpose of hearing and determining any suit, action or
proceedings.