

1. INTERPRETATION

1.1 In these conditions, "**COMPANY**" means Essity UK Ltd and Associated Companies.

"**CONDITIONS**" means the standard of terms and conditions of purchase set out in this document and (unless the content otherwise requires) includes any special terms and conditions agreed in Writing between the Company and the Seller as specified on the Order.

"**CONTRACT**" means the contract between the Company and the Seller for the sale and purchase of the Goods and the supply and acquisition of the Services.

"**GOODS**" means the goods (including any instalment of the goods or any part of them) described in the Order.

"**ORDER**" means the Company's purchase order overleaf.

"**PRICE**" means the price of the Goods and/or the charge of Services.

"**SELLER**" means the person firm or company from whom the Company order the Goods or Services as described in the Order.

"**SERVICES**" means the services (if any) described in the Order.

"**SPECIFICATION**" includes any plans, drawings, patterns, data, samples or other information relating to the Goods or Services.

"**WRITING**" includes email, facsimile transmission and comparable means of communication.

1.2 The headings in these Conditions are for convenience only and will not affect the construction or interpretation

2. BASIS OF PURCHASE

2.1 The Order constitutes an offer by the Company to purchase the Goods and/or acquire the Services subject to these Conditions. To be recognised and valid the Order must be signed by an authorised agent of the Company. Each Order for Goods and Services will be accepted by acknowledgement of receipt of the order. The Contract is only formed when the Seller has served the Company's standard acknowledgement of order form to the Company and no Contract shall exist prior to service of such form.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Company or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Company and the Seller.

3. SPECIFICATIONS

3.1 The quantity, quality and the description of the Goods and/or Services shall, subject as provided in these Conditions, be as specified in the Order and /or in any applicable Specification supplied by the Company with or before the Order. Precise conformity of the Goods and Services with the Contract is of the essence and the Company will be entitled to reject the Goods or terminate the Contract under Condition 9.2 if the Goods or Services are not in conformance, however slight the breach may be. Any breach of this Condition is deemed a material breach not capable of remedy under Condition 9.2.

3.2 Any Specification supplied by the Company to the Seller, or specially produced by the Seller for the Company, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the property of the Company. The Seller should not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract. The Seller shall return the Specification to the Company carriage paid at the Company's request at any time or if no request is made upon completion of the Contract.

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing, and delivery of the Goods and the performance of the Services.

3.4 The Seller shall not unreasonably refuse any request by the Company to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch and the Seller shall provide the Company with all facilities reasonably required for inspection and testing.

3.5 If as a result of inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract and the Company so informs the Seller within 30 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance. Without prejudice to any other right of the Company under the Contract, any failure of this obligation by the Seller will be

deemed a material breach which is not capable of remedy entitling the Company to terminate the Contract under Condition 9.2.

3.6 The Goods shall be marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

3.7 The Company may at any time make changes in writing relating to the Order. If such changes result in an increase of cost of, or time required for, the performance of the Contract, an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by the Company in writing before the Seller proceeds with such changes.

3.8 Sellers shall comply with the requirements set forth in the Essity Global Supplier Standard ("the Standard"), a copy of which has been provided to Seller and is available at www.essity.com/gss. The Standard specifies requirements that each of Essity suppliers and their subcontractors and affiliates must satisfy, including requirements on quality, product safety, environment and code of conduct. Seller acknowledges having received a copy of the Standard and agrees that the Standard, dated January 2018, is made an integral part of this agreement."

PRICE OF THE GOODS AND SERVICES

4.1 The Price of the Goods and the Services shall be as stated in the Order and unless otherwise so stated shall be: 4.1(i) exclusive of any applicable value added tax (which shall be payable by the Company subject to the receipt of a VAT invoice) and 4.1(ii) inclusive of all charges for packaging, packing, shipping, carriage, insurance, and delivery of the Goods to the delivery address and any duties, or levies other than value added tax.

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in Writing.

4.3 The Company shall be entitled to any discount for prompt payment, bulk purchase customarily granted by the Seller, whether or not shown on its own Terms and Conditions of Sale.

5. TERMS OF PAYMENT

5.1 The Seller shall be entitled to invoice the Company on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the purchase order number.

5.2 Unless otherwise stated in the Order, the Company shall pay the Price of Goods and the Services 90 days from date of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Company.

5.3 The Company shall be entitled to set off against the price any sums owed to the Company by the Seller.

6. DELIVERY

6.1 The Goods shall be delivered to, and the Services shall be performed at, the delivery address on the date or within the period stated in the Order, in either case during the Company's usual business hours.

6.2 Where the date of delivery of the Goods or the Services is to be specified after the placing of the Order, the Seller shall give the Company reasonable notice of the specified date which shall be within 28 days of the date of the Order.

6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 The Seller may not deliver the Goods by separate instalments or perform the Services in stages, unless specifically agreed in writing by the Company. If the company does agree, the Contract will be construed as a separate contract in respect of each instalment or stage.

6.6 The Company shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.7 The Seller shall supply the Company in good time with any instructions or other information required to enable the Company to accept delivery of the Goods and performance of the Services.
6.8 The Company shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Company.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Company upon delivery to the Company in accordance with the Contract.

7.2 The property in the Goods shall pass to the company upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the company once payment has been made

8.WARRANTIES AND LIABILITY

8.1 The Seller warrants represents and undertakes to the Company that the Goods:

- 8.1.(i) Will be of satisfactory quality within the meaning of the Sale of Goods Act 1994 and fit for any purpose held out by the Seller or made known to the Seller in Writing or orally at or prior to the time the Order is placed;
- 8.1.(ii) Will be free from defects in design, material and workmanship;
- 8.1.(iii) Will correspond with any relevant Specification sample, drawings or description provided by the Company and
- 8.1.(iv) Will comply with all statutory requirements and regulations relating to the sale of the Goods and in particular that they will comply with the Health and Safety at Work Act 1974 as amended and relevant EU legislation.
- 8.1 (v) Will be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.

8.2 The Seller warrants represents and undertakes to the Company that the Services:-

8.2 (i) will be performed by appropriately qualified, trained and experienced personnel, with a high standard of skill, and diligence;

8.2 (ii) will be performed to such high standard of quality as it is reasonable for the Company to expect in all the circumstances;

8.2 (iii) will comply with all statutory requirements, implied terms, regulations and codes of practice relating to the supply of services generally and the Services.

8.3 Without prejudice to any other remedy of the Company, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Company shall be entitled (but not obliged to) avail itself of any one or more of the following remedies at its discretion whether or not the Goods and Services have been accepted

8.3 (i) to rescind the Order;

8.3 (ii) to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis of a full refund for the Goods so returned being paid forthwith by the Seller;

8.3 (iii) at the Company's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or Services or to supply replacement goods or services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

8.3 (iv) to refuse to accept any further deliveries of the Goods or performance of the Services but without any liability to the Company;

8.3 (v) to carry out at the Seller's expense any works necessary to make the Goods or Services comply with the Contract; and

8.3 (vi) to claim such damages (whether resulting from direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profit)) as may have been sustained in consequence of the Seller's breach of the Contract.

8.4 Without prejudice to any other remedy, if any defects appear in the Goods or Services under proper use during a period beginning on their delivery and ending 6 months after their delivery or other defects period stipulated by the Company in the Order, the Seller at its own expense shall make good any defects.

8.5 The Seller will indemnify, keep indemnified and hold harmless the Company from and against all costs (including the cost of enforcement), expenses, liabilities including any tax liability, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure

economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgements which the Company incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Seller of the terms of the Contract.

9. TERMINATION

9.1 The Seller may not cancel the Contract. The Company shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Company's sole liability shall be to pay to the Seller fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

9.2. The Company shall be entitled to terminate the Contract immediately without liability to the Seller by giving notice to the Seller at any time if the Seller

9.2. (i) is in material breach of any term of the Contract, and where the breach is capable of remedy, the Seller fails to remedy such breach with 7 days services of written notice from the Company specifying the breach and requiring it to be remedied or,

9.2 (ii) makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

9.2 (iii) an encumbrancer takes possessions, or a receiver is appointed, of any of the property or assets of the Seller; or

9.2 (iv) the Seller ceases , or threatens to cease, to carry on business;

9.2 (v) or the Company reasonably comprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

10 PROPERTY

10.1 All materials, equipment, tools, dies and moulds supplied by the Company to the Seller will at all times be and remain the exclusive property of the Company.

10.2 The Company authorises the Seller to use its intellectual property solely for the purpose of exercising its rights and performing its obligations under the Contract. The Seller will have no other rights whatsoever in respect of the Company's intellectual property rights.

11 GENERAL

11.1 The Order is personal to the Seller and the Seller shall not assign or transfer, purport to assign or transfer to any other person any of its rights or subcontract any of its obligations under the Contract.

11.2 The Company may assign, delegate, license, hold on trust or sub contract all or any of its rights or obligations under the Contract.

11.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice. The notice will be deemed to have been duly served, if delivered by hand, when left at the paper address for service, or if by pre-paid post or special delivery post, 48 hours after being posted, or if by fax or comparable means at the time of transmission.

11.4 No waiver by the Company of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.5 If any Provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11.6 The Seller shall not without previous consent of the Company use the Company's name or exhibit photographs of the Company's works, plant or equipment in any circular, publication or advertisement whatsoever published or displayed anywhere in relation to Goods or equipment manufactured or supplied under this Contract.

11.7 The Contract shall be governed by the laws of England and the Seller consents to the exclusive jurisdiction of the English Courts in all matters regarding the Contract.

11.8 The Company's Terms and Conditions will be the only ones used in all dealings between the Company and the Seller. The receipt of an Order acknowledgement, or similar document, does not mean that the Company accepts the Seller's Terms and Conditions of Sale.

11.9 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.