

**Encore Packaging Solutions**

1. Acceptance of this purchase order implies acceptance of these terms. No employee of Encore Packaging Solutions Limited (“the Company”) has authority to vary any of these terms.
2. The maximum amount that the Company will pay for this work is shown overleaf. Payment will be made in Sterling (“STG”) unless the Company has accepted a quotation expressed in a currency other than STG including Euros.
3. If costs are likely to rise above the amount shown, the Supplier should request a further purchase order for the additional costs. Without a further purchase order the Company shall have no obligation in respect of additional costs.
4. Quality, fitness for purchase, conformity to brief, delivery times and instructions form a part of this purchase order.
5. Where quality is not to agreed, required, accepted or satisfactory standards, where goods are unfit for the use required, where the work does not meet the brief or delivery times, time being of the essence, or instructions are not met, the Company may withhold payment entirely or in part and the Supplier shall indemnify the Company in respect of any loss howsoever arising. The Supplier should be satisfied that he is fully aware of what is required before proceeding.
6. Transport, telephone, fax or delivery charges are contained within the maximum value of this purchase order unless otherwise stated.
7. The Company reserves the right to regard any purchase order as invalid unless it bears the name of the buyer and / or a manager/director.
8. All information acquired by the Supplier in relation to this purchase order is confidential and may not be used or communicated to any third party unless necessary for the completion of the work and with the express written authority of the Company. This condition shall apply and be notified to any other party where information must be passed on. If requested the Supplier will provide a Confidentiality Undertaking in the form required by the Company.
9. Except in cases of rentals and hirings (which shall be notified to the Company by the Supplier) copyright in work comprised in this purchase order is the property of the Company. The Supplier undertakes, if called upon to do so in writing, to assign to the Company as beneficial owner the said copyright.
10. The Supplier warrants that all necessary usage rights have been obtained in respect of materials incorporated in and forming part of this purchase order.
11. The Supplier hereby irrevocably and unconditionally waives all moral rights that exist or may exist in respect of any work produced on behalf of the Company.
12. No work shall be sub-contracted without prior approval in writing of the buyer and/or the manager/director. If all or any of the work is sub-contracted, the Supplier will ensure that all persons concerned in the creation of the work execute full, unconditional and irrevocable waivers of all rights, including moral rights, that might otherwise vest in them and on terms that the sub-contractor shall vest the copyright in any work created in the Company, unconditionally and irrevocably. The Supplier will indemnify the Company fully against any losses, costs and damages arising as a result of moral rights claims or claims for breach of copyright or infringement of Trade Mark brought against the Company in respect of work to which this order relates.
13. The Supplier must quote the number of this purchase order and, if applicable, the numbers of any further relevant purchase orders at the time of invoicing the Company on the face of such invoice and/or credit note. The Supplier will, upon request, supply costs/expenses breakdown.
14. The Supplier will supply goods to the minimum quantities specified. The Company reserves the right to withhold payment to the value of the amount required to obtain the additional quantity where minimum quantities are not met.
15. This purchase order constitutes the entire agreement between the Company and the Supplier. Each clause of these Terms and Conditions shall be construed as distinct and separate.
16. This purchase order shall be governed and construed in accordance with English Law.
17. The Company reserves the right to enter the premises of the Supplier in order to protect its right and those of its clients to the property in any goods which have been provided to the Supplier for the purposes of processing the order. This right may be exercised by the Company by the removal of such goods notwithstanding that payment is owed to the Supplier but the Company will not exercise this right except where it believes or has reason to believe that the Supplier is about to enter liquidation.