



Terms and Conditions of Supply and Purchase

- 1. Interpretation**
- 1.1 The following definitions and rules of interpretation apply in these Conditions.
- Agreement** the agreement between the Supplier and the Customer for the sale and purchase of the Products in accordance with these Conditions;
- Business Day** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
- Collection Date** the date for collection of the Product as specified to the Customer by the Supplier;
- Collection Location** the location for collection of the Product as specified to the Customer by the Supplier;
- Conditions** the terms and conditions set out in this document;
- Confidential Information** any information of a confidential nature concerning the business, affairs, customers, clients or suppliers of the other party or of any member of its group, including but not limited to information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers;
- Customer** the person who purchases the Product from the Supplier;
- Customer Delivery Address** has the meaning given in clause 5.1;
- Customer Products** has the meaning given to it in clause 3.1.2;
- Force Majeure Event** events, circumstances or causes beyond a party's reasonable control;
- Intellectual Property Rights** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;
- Order** the Customer's order for the Products, as set out in the Customer's purchase order form;
- Product** means the version(s) of Polymateria Masterbatch biodegradation additive as specified in the Proforma Invoice;
- Product Application Requirements** means the application requirements for the Product as notified by the Supplier to the Customer, including the Product's parameters, usage and/or application principles and instructions;
- Proforma Invoice** the Supplier's written acceptance and confirmation of the Customer's Order;
- Representatives** has the meaning given in clause 11.2;
- Supplier** Polymateria Limited (registered in England and Wales with company number 09875556);
- Tests** the tests undertaken by the Supplier and third parties prior to the date of the Agreement in order to determine the compatibility of the Product with the Customer Products; and
- VAT** value added tax chargeable in the UK.
- 1.2 Clause headings shall not affect the interpretation of these Conditions.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A reference to **writing** or **written** includes fax and email.
- 1.7 Any obligation in these Conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.8 A reference to **these Conditions** or to any other agreement or document referred to in these Conditions is a reference to these Conditions or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Conditions) from time to time.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. Basis of Agreement**
- 2.1 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order in the form of a Proforma Invoice, at which point the Agreement shall come into existence.
- 2.4 Any quotation for the Products given by the Supplier shall not constitute an offer.
- 3. Testing and Product Usage**
- 3.1 The Customer acknowledges:
- 3.1.1 the results of the Tests;
- 3.1.2 that the Tests only tested the Product for use with the specific products supplied by the Customer for the purposes of testing (**Customer Products**) and that the Customer Products were made from specific ingredients and using specific processes;
- 3.1.3 that the Product should only be used with the Customer Products;
- 3.1.4 that the Product should only be used strictly in accordance with the Product Application Requirements;
- 3.1.5 that the Product meets the Customer's requirements; and
- 3.1.6 that the Supplier shall have no liability to the Customer under the Agreement or otherwise where the Customer uses the Product: (i) with products other than the Customer Products; (ii) not strictly in accordance with the Product Application Requirements; or (iii) with versions or specifications of the Customer Products that are different to those versions or specifications of the Customer Products that were supplied for the purposes of the Tests (including versions or specifications containing different ingredients or which have been made using different processes).
- 4. Manufacture, Quality and Packing**
- 4.1 The Supplier shall manufacture, pack and supply the Products in accordance with all generally accepted industry standards and practices that are applicable.
- 4.2 The Products supplied to the Customer by the Supplier under the Agreement: (i) shall comply with all applicable statutory and regulatory requirements; and (ii) are, unless otherwise agreed by the parties, the same version(s) of the Products used in the Tests.



- 4.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these Conditions and the Agreement.
- 4.4 The Customer shall obtain and maintain in force all licences, permissions, authorisations, consents and permits needed to re-use the Products.
- 5. Delivery of Products**
- 5.1 The Customer shall collect the Product from the Collection Location on the Collection Date or, where expressly agreed by the parties, the Supplier shall deliver the Product to the Customers' nominated address for delivery (**Customer Delivery Address**).
- 5.2 Delivery of the Product shall be completed either when the Supplier places the Product at the Customer's disposal at the Collection Location or upon handover of the Products to the Customer at the Customer Delivery Address (as applicable).
- 5.3 Delays in the delivery of any of the Products shall not entitle the Customer to refuse to take delivery of any of the Products, claim damages or terminate the Agreement, and the Supplier shall have no liability for any failure or delay in delivering any of the Products to the extent that any such failure or delay is caused by the Customer's acts or omissions.
- 5.4 If the Customer fails to collect any of the Products on the Collection Date, then, except where that failure or delay is caused by the Supplier's failure to comply with its obligations under these Conditions, delivery of the Products shall be deemed to have occurred on the Collection Date and the Supplier shall store the relevant Products until physical collection takes place, and charge the Customer for all related costs and expenses.
- 5.5 The parties agree that if the Supplier delivers up to and including 10% more or less than the quantity of Products ordered by the Customer, the Customer shall not be entitled to reject the Products, but a pro rata adjustment shall be made to the price payable for the Products.
- 6. Acceptance**
- 6.1 The Customer may reject any Products delivered to it that do not comply with clause 4.2, provided that notice of rejection is given to the Supplier as soon as reasonably practicable (and in any event within 5 Business Days of the date of delivery of the Products pursuant to clause 5) and none of the events listed in clause 6.3 apply.
- 6.2 If the Customer fails to give notice of rejection in accordance with clause 6.1, it shall be deemed to have accepted the Products.
- 6.3 The Supplier shall not be liable for any failure of the Products to comply with the requirements of clause 4.2 in any of the following events:
- 6.3.1 the Customer makes any use of the Products after giving notice in accordance with clause 6.1;
- 6.3.2 the Customer fails to comply with the Product Application Requirements or follow any other instructions from the Supplier for the storage, use and/or application of the Products;
- 6.3.3 wilful damage, negligence or abnormal storage by the Customer or any attempt to modify or alter the Products in any way; or
- 6.3.4 the Products differ from the version(s) of the Products used in the Tests as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.4 If the Customer rejects Products under clause 6.1, then the Customer shall be entitled to either require the Supplier to replace the rejected Products or require the Supplier to repay the price of the rejected Products in full and once the Supplier has complied with the Customer's request, it shall have no further liability to the Customer for the rejected Products' failure to comply with clause 4.2.
- 6.5 These Conditions shall apply to any replacement Products supplied by the Supplier.
- 7. Risk and title**
- 7.1 Risk in the Products shall pass to the Customer upon delivery or deemed delivery of the Products pursuant to clause 5.2 or clause 5.4,
- except that where the Products are to be delivered to a Customer Delivery Address, risk shall pass to the Customer when the Supplier's carrier takes possession of the Products.
- 7.2 Title to the Products shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Products, in which case title to such Products shall pass at the time of payment.
- 8. Product prices and Payment**
- 8.1 The price of the Products and, where the Products are to be delivered to a Customer Delivery Address, the price of delivery of the Products, shall be as set out in the Proforma Invoice and the Customer shall pay the price of the Products and, where applicable, the price of delivery (and all associated taxes, including VAT) in accordance with the payment instructions contained in the Proforma Invoice.
- 8.2 If the Customer fails to make any payment due to the Supplier in respect of the Agreement by the relevant due date for payment, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue amount at the rate of 4% a year above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 8.3 If the Customer disputes the Proforma Invoice, any final invoice or any other statement of monies due issued in respect of the Agreement, the Customer shall immediately notify the Supplier in writing and the parties shall seek to resolve the dispute promptly (acting in good faith). Where only part of any invoice or statement of monies due is disputed, the undisputed amount shall be paid on the relevant due date.
- 9. Limitation of Liability**
- 9.1 This clause 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees and agents) to the Customer:
- 9.1.1 arising under or in connection with the Agreement; and
- 9.1.2 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 9.2 Nothing in these Conditions shall exclude or limit the liability of either party for anything that cannot be excluded or limited by applicable laws.
- 9.3 Without prejudice to clause 9.2, the Supplier shall not under any circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
- 9.4 loss of profit;
- 9.4.1 loss of goodwill;
- 9.4.2 loss of business;
- 9.4.3 loss of business opportunity;
- 9.4.4 loss of anticipated saving; or
- 9.4.5 special, indirect or consequential damage, suffered by the Customer that arises under or in connection with the Agreement.
- 9.5 Without prejudice to clause 9.2 or clause 9.3, the Supplier's total liability arising under or in connection with the Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to an amount equivalent to the greater of (i) the total value of Products purchased by and delivered to the Customer under the Agreement and (ii) £10,000.
- 10. Assignment and Other Dealings**
- The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of the Supplier.



11. Confidentiality

- 11.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's Confidential Information:
- 11.2.1 to its employees, officers, agents, consultants, advisors or subcontractors (**Representatives**) who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its Representatives to whom it discloses the other party's Confidential Information shall comply with this clause 11 as though they were a party to the Agreement; and
- 11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Agreement are granted to the other party or to be implied from the Agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.
- 11.4 Each party undertakes that it shall not use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement

12. IP Rights

The Customer acknowledges that the Intellectual Property Rights in the Product are the Supplier's property and nothing in the Agreement shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to such Intellectual Property Rights. The Supplier asserts its full rights to control the use of its trade marks.

13. Termination and Suspension

- 13.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 13.1.1 the other party commits a material breach of any term of the Agreement (other than a failure to pay monies due) and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 13.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 13.1.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 13.2 Without limiting its other rights or remedies, the Supplier may suspend provision of Products under the Agreement or any other contract between the Customer and the Supplier if any of the circumstances set out in clause 13.1.1 or clause 13.1.3 occur, or the Supplier reasonably believes that they are about to occur, or if the Customer fails to pay any amount due under the Agreement on the due date for payment.
- 13.3 Without limiting its other rights or remedies, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer if:

- 13.3.1 the Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default for more than 30 days after being notified to make such payment; or
- 13.3.2 there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

14. Obligations on Termination

- 14.1 On termination of the Agreement, each party shall promptly:
- 14.1.1 return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;
- 14.1.2 erase all the other party's Confidential Information from its computer systems (to the extent possible); and
- 14.1.3 on request, certify in writing to the other party that it has complied with the requirements of this clause 14.
- 14.2 On termination of the Agreement for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices (including any interest).

15. Consequences of Termination

- 15.1 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.
- 15.2 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the Agreement that existed at or before the date of termination.

16. Force Majeure

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from a Force Majeure Event. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

17. Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause 17 shall not affect the validity and enforceability of the rest of the Agreement.

18. Data protection

Where either party provides personal data to the other, both parties shall comply with their respective obligations under the UK Data Protection Act 2018 and the EU General Data Protection Regulation 2016/679 (to the extent applicable).

19. Variation

No variation of the Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

20. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. Notices

- 21.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing and shall be sent by pre-paid first class post or other next working day delivery service, commercial courier or email.



- 21.2 A notice or other communication shall be deemed to have been received: if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 21.3 The provisions of this clause 21 shall not apply to the service of any proceedings or other documents in any legal action.
- 22. Entire Agreement**
- 22.1 This Agreement constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 23. Third Party Rights**
- The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 24. Governing Law**
- The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 25. Jurisdiction**
- Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.