DEFINITIONS

1.1 In these Conditions, “Buyer” means the person whose order for the Products is accepted by the Seller, “Conditions” means the standard terms and conditions of sale and/or supply of the Products as set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller, “Contract” means the contract for the sale and/or supply of the Products and/or Services and (as the case may be) the Order which the Seller has issued to or agreed to supply to the Buyer in respect of the purchase of Products and/or Services, “Platform” means the Seller’s online platform through which Products and/or Services are purchased by the Buyer, “Products” means the consumables, machinery, equipment, or other items the Seller is to supply to the Buyer (including any reasonable fixtures, fittings, or spare parts) and, where the context requires, “Equipment” ("Consumables") and/or packaging equipment which the Seller is to supply in accordance with the Contract (“Equipment”), “Services” means services which the Seller is to supply to the Buyer, and includes design, training, commissioning, installation, preventative and corrective maintenance of Equipment, as the case requires and as specified in the Seller’s quotation, “Seller” means the relevant Sealed Air entity, and “VAT” means value added tax (or any similar taxes). Certain other capitalised expressions are defined in the body of these Conditions.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 BASES OF THE SALE

2.1 Placing of Orders: An Order shall constitute an offer by the Buyer to purchase the specified Products and/or Services on these Conditions. The Buyer will be responsible for ensuring that each Order is complete and accurate.

2.2 Acceptance of Order: An Order shall only be accepted by the Buyer if and when the Seller sends a written confirmation to the Buyer confirming the Order (“Order Confirmation”), at which point the Contract shall come into existence.

2.3 Quotations: All Seller’s quotations shall be invitations to treat only and shall not constitute offers of acceptance. The Buyer shall be bound only by the terms of an Order confirmed in writing by the Seller and shall be valid only for a period of thirty (30) days from the date of the quotation unless otherwise specifically provided.

2.4 Prevalence of Conditions: The Contract shall incorporate and be subject to these Conditions in all respects and no variation or addition to these Conditions shall form part of the Contract or be binding on the Seller unless in writing, signed by an officer of the Seller. These Conditions shall override and take the place of any other conditions in any documents or other communication used by the Buyer in concluding any contract with the Seller.

2.5 Performance of Contract: The Buyer acknowledges without restriction or qualification to the Seller’s Code of Conduct (available on the website suppliedlight.com) which it deems to have read before placing any Order.

2.6 Errors: Any typographical, clerical, or other error or omission in any sales document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.7 Cancellation: No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller full against any losses, damages, costs, or expenses (including loss of or damage to goods and/or equipment, loss of or damage to raw materials, works in progress, finished goods, damaged work, or loss of rights of or in connection with all contracts, orders, and undertakings of the Buyer (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation). Any cancellation of such Order shall include a charge calculated to reflect the use which shall also be immediately due in the event of cancellation by the Buyer. Where Services are specified in the Seller’s quotation to be for a minimum duration, no cancellation of such Order or failure to apply prior to the minimum period unless the applicable Service minimum duration of performance is paid in full.

2.8 Changes to specifications: The Seller reserves the right to make any changes in the specification of the Products and/or Services which are deemed necessary during the course of the Contract, including in respect of changes in applicable legal standards, in manufacturing processes or in the composition of the Products or, where the Products and/or Services are to be supplied to the Seller’s specification, which do not materially affect their quality or performance.

3 PRICE OF PRODUCTS AND SERVICES

3.1 Price: The Buyer acknowledges and agrees that the prices quoted on the Platform or otherwise at the time of placing an Order (including, for Orders placed on the Platform, the prices quoted in the email sent acknowledging the Order) are estimates only and shall be subject to confirmation by the Seller (and any such surcharges/price adjustments, taxes, and freight charges in the Order Confirmation, which price shall be binding on the Buyer. Unless otherwise agreed, daily fee rates for Services are calculated on the basis of an eight-hour day worked during the Seller’s normal business hours Monday to Friday working week. Overtime rates are additionally charged for work undertaken outside of normal business hours, weekends, or public holidays. Unless otherwise agreed, such rates are calculated on the basis of an eight-hour day worked during the Seller’s normal business hours Monday to Friday working week. Overtime rates may be overridden by the Seller’s prior agreement in writing. In the case of Services, overtime rates are also calculated on the basis of a day worked (or, if the price (or any part thereof) is not paid in cleared funds to the Seller by the due date thereof. In such case, Seller may invoice the Buyer the full amount of any shortfall in the price.

3.2 VAT: All prices quoted (whether on the Platform at the time of placing an Order or otherwise) are exclusive of VAT. Any applicable VAT shall be calculated and notified by the Seller to the Buyer and form part of the price for which the Buyer is liable to pay to the Seller.

3.3 PPI: All prices quoted (either on the Platform at the time of placing an Order or otherwise) are exclusive of any applicable plastic packaging tax (“PPT”), to the extent applicable in the relevant jurisdiction. Any additional tax incurred as a result of the Buyer's failure to comply with the Buyer line item on the Seller's invoice and form part of the price for which the Buyer is liable to pay to the Seller.

3.4 Price increase: Provided notice is given to the Buyer at any time before delivery, the Seller shall be entitled to increase the price of the Products and/or Services to reflect (i) any increase in the Seller’s standard price list, (ii) any increase in the cost to the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, introduction or alteration of duties, introduction or alteration of new taxes or fees to the Products), significant increase in the costs of labour, raw materials, freight charges or other costs of manufacture), (iii) any change in delivery terms, delivery memory of delivery after delivery, (iv) any increase in delivery costs, (v) change in any charges for service of any of the Products and/or Services which is requested by the Buyer and agreed in writing by the Seller, or (vi) any delay caused by any instructions of the Buyer or failure of the Buyer to provide the Seller with the Seller’s advance information or instructions. Any such price increase notified by the Seller shall be binding on the Buyer.

3.5 Price reduction: The Seller may suspend or cancel the grant of price reductions or any other credit terms as agreed between the Buyer and the Seller or, if the price (or any part thereof) is not paid in cleared funds to the Seller by the due date thereof. In such case, Seller may invoice the Buyer the full amount of any shortfall in the price.

3.6 Additional work: All preliminary work (including the costs of acquiring or preparing apparatus or tools where necessary or unmodified technical interventions (amongst others, breakdown, or non-proven failure) provided by the Seller at the request of the Buyer in relation to the Contract or the Products, Services or materials used in relation therewith shall be paid for by the Buyer.

3.7 Price: Except as otherwise stated, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on a c&f (Incoterms 2020) basis, and where the Seller agrees to deliver the Services otherwise than c&f, the Buyer shall be liable to pay the Seller’s charges for customs clearance, freight, import duties, packaging, and insurance.

4 TERMS OF PAYMENT

4.1 General: Unless an alternative payment schedule has been agreed as set forth in the Order Confirmation or in a Contract, the Seller shall be entitled to invoice the Buyer for the price of the Products on or at any time after the Seller has notified the Buyer that the Products are ready for collection or (in the case of delivery to the Buyer other than than that delivery may not have taken place and the property in the Products has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.

4.2 Payment: The Buyer shall pay the price of the Products and/or Services within thirty (30) days of the date of invoice or otherwise agreed in writing by the Seller. Payment in full must be made to the Seller by the due date of invoice or otherwise agreed in writing by the Seller. Any credit of the Seller, the Buyer shall be liable to pay the Seller’s charges for customs clearance, freight, import duties, packaging, and insurance.

6 TRANSFER OF RISK AND RETENTION OF TITLE

6.1 Transfer of risk: Risk of damage to or loss of the Products shall pass to the Buyer in the case of Products to be delivered at the Seller’s premises, in accordance with Ex Works (EXW)
as defined in Incoterms 2020), or in the case of Products to be delivered otherwise than at the Seller’s premises, when delivery is made to the named destination in accordance with Carriage Paid To (CPT) (as defined in Incoterms 2020), if the Buyer wrongfully fails to take delivery of the Products, the time when the Seller has tendered delivery of the Products.

6.2 Retention of title: Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Conditions, the ownership in the Products shall not pass to the Buyer until the Seller has received payment in full for the Products supplied.

7. WARRANTIES AND LIABILITY

7.1 Warranty: Subject to the conditions set out below, the Buyer is entitled to benefit of statutory warranty rights with regard to the Products. The warranty period for the statutory warranty rights (for products delivered (12) months) is the delivery date and the warranty shall not be extinguished by or modified, or acceptance date in case of delivery with assembly and/or initial start-up (in any case at the latest at start of production); whereas this shall not apply to claims for damages by the Buyer arising from any injury to life, body, health, or from intentional or negligent breach of contract by the Seller or its vicarious agents, which shall in each case be time-barred in accordance with the statutory provisions.

7.2 Conditions for warranty: The above warranty is given by the Seller to the Buyer subject to the following conditions: (i) the Products are delivered in accordance with the Buyer's order; (ii) the Products are manufactured or not manufactured by the Seller and/or the Seller's agent and are not the work of any other person; (iii) the Buyer has accepted the Products and the Products are delivered against the price of the Products; (iv) the Buyer has in possession the Products for a period of at least one year from the date of their delivery; (v) the Buyer agrees to use the Products in accordance with the Seller's instructions; (vi) the Buyer shall have no liability for the Seller's total aggregate liability to the Buyer under or in connection with the Contract (including but not limited to the supply of the Products and/or Services or their use or resale) and howsoever arising (including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise) shall not exceed the price of the Products and/or Services.

7.5 Rejection, defects and claims: Without prejudice to clause 5.8, all claims relating to the warranty in clause 7.1 must be notified to the Seller within the warranty period set forth above. Subject to applicable law, the Buyer shall have no right to refuse delivery of the Products or reject the Products if the Products have been delivered in accordance with the Contract and the Buyer shall have no further liability to the Buyer. The Seller shall have no further liability to the Buyer under or in connection with the Contract (including but not limited to the supply of the Products and/or Services or their use or resale) and howsoever arising (including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise) shall not exceed the price of the Products if the Products had been delivered in accordance with the Contract. The result, use, transformation or modification of the Products (except for testable or non-testable quantities) implies that the Buyer waives all and any claims against the Seller for any reason whatsoever.

7.6 Replacement, refunds and returns: Where any valid claim in respect of any of the Products which is based on any defect in quality or condition or defect or failure to meet specific specification in all material respects is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to return the (the Seller shall be under no liability to the Buyer whether or not there is any such defect or failure as set out in the claim in respect of which any such claim is made) the Seller shall have no further liability to the Buyer. The Buyer is the Seller’s responsibility to provide all written proofs related to the submitted claims, and to bringing assistance to the Supplier to identify the concerned Products. For further clarity, no Products shall be returned to the Seller without the prior approval of the Seller.

7.7 Force majeure: The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract if the Seller is aware of a claim for compensation against the Seller for any event of force majeure which occurs before the Seller indicates its willingness to perform its obligations in relation to the Products and/or the Services, in the case of force majeure, if the delay or failure was due to a force majeure event, defined in any case beyond the Seller’s reasonable control, including, but not limited to: (i) any act of God, war, hostile or other armed conflict, riot, rebellion, insurrection; restrictions, prohibitions or measures of any kind from any authority; (ii) import or export regulations; strikes or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, or fuel; force majeure, extraordinary, unforeseeable, and/or other events as regards the Seller’s obligations under the Contract; in each case due to suspended or terminated the Contract, in whole or in part, in the event of force majeure, in each case without any liability to the Buyer.

8. MISCELLANEOUS

8.1 Assignment: The Seller shall not assign, novate, delegate, or otherwise transfer or deal with the Contract or any part thereof or any rights or obligations thereunder in whole or in part or without the prior written consent of the Seller. The Buyer may at any time assign, novate, delegate, or otherwise transfer or deal with the Contract or any part thereof or any rights or obligations thereunder in whole or in part.

8.2 Waiver: Any waiver given by the Seller shall only be effective if in writing by the Seller and includes an express reference to the applicable rights or remedies being waived under any specific rights or remedies in the Contract.

8.3 Severability: 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. Insofar as provisions of these Conditions are to any extent void or unenforceable, the Seller and the Buyer shall use their respective best efforts to agree - if no other interpretation of the Contract is possible - on provisions which come as close as possible in economic terms and in terms of their meaning and purpose to the provisions which would not become part of the Contract or are void. If the Contract including these Conditions proves to be interpreted as a contract for services or goods or services or in whole or in part, the Seller and the Buyer shall - subject to the possibility and priority of a supplementary interpretation of the Contract – use their respective best efforts to agree on effective provisions which come as close as possible to the economic objectives of the Contract.

8.5 Variations: Without prejudice to the exercise of the Seller’s express rights set out herein, no variations or amendments to the Contract shall be effective unless agreed in writing by the Buyer and acknowledged in writing by the Seller in an annex to a copy of the Contract with the Buyer. The Seller shall be under no liability to the Buyer in respect of any variation, whether or not it is made innocently or negligently, if and to the extent that it is not set out in the Contract. The Buyer agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

8.6 Nature of relationship: Nothing in the Contract is intended to or shall operate to as to establish any partnership or other relationship between the Buyer and the Seller, or other legal relationship, which is intended to be established by or under the Contract.
of the Seller, or authorise the Buyer to make or enter into any commitments for or on behalf of the Seller.

9.10 Third party rights: No party that is not a party to the Contract shall have a right to enforce any of the terms of the Contract, except that the Seller and its affiliates and group companies may enforce the Seller’s rights under this Contract.

9.11 Survival: Termination or expiry of the Contract will not affect any terms which are expressed to continue in force after termination or expiry or which are otherwise necessary for the continued interpretation or enforcement of the Contract.

9.12 Effect of termination: All sums and other debts owed by the Buyer (whether or not due or invoiced) shall become immediately due to the Seller upon termination of the Contract.

9.13 Accrued Rights: Termination of the Contract shall not affect any of the parties’ rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

9.14 Interpretation: In these Conditions, unless the context clearly indicates otherwise: (i) the words “inducement”, “includes”, “including” and “such as” and equivalent words are to be construed as if they were immediately followed by the words “without limitation”, (ii) any obligation on the Buyer not to do something includes an obligation on the Buyer not to allow that thing to be done, (iii) any reference to any party shall include personal representatives and permitted assigns, (iv) any reference to a person will include natural persons as well as legal persons of any kind, and (v) any reference to communications being written or in writing includes electronic forms of communication such as e-mail.

9.15 Compliance: The Seller shall be responsible for complying with all applicable laws and obtaining all necessary licences or authorisations relating to the purchase, resale, carriage, storage or use of the Products and/or the Services.

9.16 Confidentiality: Commercial offers, special conditions of sale or other specific terms of the Contract, if any, negotiated with the Buyer are strictly confidential. The Seller undertakes to take all appropriate measures to preserve their confidentiality and to prevent their dissemination to third parties.

9.17 Drawings: All drawings, designs, sketches, original work and samples prepared by the Seller and the copyright therein shall remain the property of the Seller and shall be returned to the Buyer on demand. All such drawings, designs, sketches and samples are confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Seller. All tools supplied by the Seller in relation to the Products and/or the Services remain the property of the Seller whether or not a charge is made to the Buyer in respect of their use or any part thereof.

9.18 Intellectual Property: All patents, registered and unregistered design rights, copyright, registered and unregistered trademarks, knowhow and all other intellectual property rights of whatsoever nature (“IPR”) in the Products and/or the Services and all processes, documents, reports, and any other material or work relating to the Products and/or the Services vest absolutely in the Seller and nothing in the Contract shall give any rights to the Buyer in relation to any IPR. If any IPR arises in relation to the Products and/or the Services as a result of the Contract which do not vest in the Seller then the Buyer will assign to the Seller with full title guarantee and free from all third party rights, all such IPR and the Buyer shall, promptly at the Seller’s request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Seller may from time to time require for the purpose of securing for the Seller the full benefit of such IPR.

9.19 Data Protection: The Seller and the Buyer agree that each shall be an independent controller for the purposes of any processing of personal data pursuant to these Conditions and each of the Seller and the Buyer shall comply with Data Protection Legislation in connection with such processing. For the purposes of this provision the Data Protection Legislation means the applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, and “processing” and “personal data” shall be as defined in Data Protection Legislation. The Buyer guarantees that the Seller may use the Buyer’s data (including without limitation sales data and personal data) collected from the Buyer for administration, risk assessment, customer services, VAT reporting, product information updates, credit checking, and any other purposes as are necessary for the Seller’s fulfilment of these Conditions, and in respect of personal data in accordance with the applicable Seller privacy policy as updated from time to time.

9.20 Governing law and jurisdiction: The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), whereas the application of Sections 365 to 380 of the German Civil Code is excluded, general terms and conditions are subject to review exclusively in accordance with Section 242 German Civil Code. In case of any dispute arising in connection with the Contract the parties will at first attempt to find an amicable solution. All disputes arising in connection with the Contract or in validity shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) without recourse to the ordinary courts of law. The seat of the arbitration is Zurich, Switzerland. The number of arbitrators is three. The language of the arbitration shall be English. This arbitration clause is governed by German law. Notwithstanding the foregoing, the courts of the legal seat of the Seller shall have non-exclusive jurisdiction to determine any claim in respect of personal data in accordance with the applicable Seller privacy policy as updated from time to time.

9.21 Prevalence of Language: These Conditions have been prepared and agreed in the German language. If the Conditions are translated into any other language and there is a conflict between the original German version and the translation, the original German version shall be authoritative and binding between the Parties.

9.22 Set-off and Retention: The Buyer (a) shall only be entitled to set-off its counterclaim if it is either (aa) undisputed by the Seller or (bb) has been finally adjudicated, and (b) shall only be entitled to assert a right of retention if its counterclaim is either (aa) undisputed by the Seller or (bb) has been finally adjudicated.

9.23 Changes to these Conditions: The Seller reserves the right to change these Conditions from time to time. The changes are not applicable to Orders placed prior to the publication of the changed conditions. If a new Order is placed as part of a Contract after the publication of the changed conditions, the changed conditions shall apply to such Order if the Seller has informed the Buyer of such change. The Buyer agrees to have fulfilled its Contract by delivering quantities with an error which is within the Allowances.

9.3 Approximations: Illustrations and drawings as well as information on dimensions, weight, materials, and the like are only approximations unless they have been expressly communicated by the Seller as binding.

9.4 Delivery: Delivery periods and delivery dates refer to (a) dispatch date in case of delivery without assembly, (b) mounting/installation date in case of delivery with assembly, (c) commissioning/readiness for an official acceptance (essentially a general functionality) in case of delivery with initial start-up, whereby earlier production start by the Buyer must be consented to by the Seller. If the performance of the Order depends on the clarification of technical or other conditions as of the moment on further details, the delivery time is extended until clarification or agreement is reached.

9.5 Manual: The Equipment manual is available in English and in certain other languages. For avoidance of doubt, schemes (electrical, pneumatics or others) are displayed in English.

9.6 Warranty: For the avoidance of doubt, the warranty period stated in clause 7.1 shall not be extended by the provision of any replacement parts in accordance with this Contract.

10 SPECIAL TERMS APPLICABLE TO CONSUMABLES

10.1 Overages and Shortages: Unless otherwise agreed in writing, the Seller shall be deemed to have fulfilled its Contract by delivery of quantities within the overage and shortage allowances indicated in the order tolerance table available at https://www.seller.com/tolerance (“Allowances”). The Seller may update the tolerance table from time to time without having to notify the Buyer. In the event of such update, the updated tolerance table will only apply to Orders which have been made after the update has been published at the above location.

10.2 Buyer’s specifications: If the Products are to be manufactured, printed or any processes or Services are to be applied to the Products by the Seller in accordance with a specification provided by the Buyer, then the failure of the Products to comply with such specifications shall not, unless agreed otherwise in writing, result in the Buyer having a right to reject the Products, to require the Seller to pay any additional costs awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller’s use of the Buyer’s specification. If the Buyer becomes aware of a third-party claim, complaint or risk of claim, the Buyer shall immediately notify the Seller and implement at its own expense any appropriate measure to prevent the performance or qualification of infringing acts. For the avoidance of doubt, if the Seller does not accept any specification provided by the Buyer for the Product, the Seller’s specification shall apply.

10.3 Artworks approval: The artwork shall either be approved or rejected by the Buyer, within the deadline set forth by the Seller, failing which the latest press-proof order submitted by the Seller shall be final and binding.

10.4 Quality of printing: Appraisal on printing quality, including for shade and aspect differences, as well as for making decisions, must take into account the techniques and the state of art at the time the order is manufactured.

10.5 Bar code: The Seller's liability is strictly limited to the compliance to measurable elements of the printed bar code as forwarded by the Buyer. The Seller does not warrant or represent that the bar code is legible.

9 SPECIAL TERMS APPLICABLE TO THE EQUIPMENT

9.1 Retention of title: In the case of Equipment supplied by the Seller on hire, lease, lease purchase or other equivalent arrangement, title in such Equipment shall only pass (if at all) in accordance with the specific terms agreed between the Seller and the Buyer in respect of such arrangement. For the avoidance of doubt, clauses 6.3 also applies to Equipment, where the Parties agree in writing that the Buyer may resell Equipment before full payment of the price to the Seller.

9.2 Assembly: Assembly and initial start-up must be paid separately. Only Seller’s assembly conditions apply to assembly work. If such conditions are neither known to the Buyer nor enclosed in the Order Confirmation, they must be requested by the Buyer. If it has been agreed that the equipment must be assembled by the Seller, the Buyer will ensure that the Seller can dispose of (i) the building or site in which or on which the work is to be carried out, (ii) opportunity for the supply, storage and/or removal of material and aids, and (iii) a safe working environment in accordance with the applicable regulations and instructions.