



## FOXPAK FLEXIBLES LIMITED

### SUMMARY TERMS AND CONDITIONS OF SALE

#### 1. LIMITED WARRANTY

**BUYER ACKNOWLEDGES AND AGREES THAT IT HAS INDEPENDENTLY DETERMINED THAT THE PRODUCTS PURCHASED HEREUNDER ARE SUITABLE FOR THE BUYER'S SPECIFIC APPLICATIONS.** The parties therefore agree that the products shall be manufactured in accordance with the specifications described on the Quotation. Foxpak Flexibles Ltd warrants to Buyer that the products sold to Buyer shall, for a period of (6) months from the date of shipment: (a) Be manufactured in accordance with the specifications provided by FOXPAK FLEXIBLES LTD; (b) Be of good workmanship and materials and be free from defects; and (c) Conform to all valid laws and regulations affecting the products established or promulgated by applicable governmental agencies. **THE FORGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED. FOXPAK FLEXIBLES LTD. SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

#### 2. WARRANTY CLAIMS

All claims should be made within 7 days of receipt of goods. If any product fails to comply with the forgoing warranty, Foxpak Flexibles Ltd. Shall, at its option, either: (a) Replace the nonconforming products without cost to the Buyer; or (b) Credit or refund the Buyer the purchase price paid by the Buyer for the non-conforming products. **THIS PARAGRAPH STATES THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY FOR PRODUCTS PURCHASED PURSUANT TO THE QUOTATION. IN NO EVENT, SHALL FOXPAK FLEXIBLES LTD LIABILITY EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR THE NONCONFORMING PRODUCTS.**

#### 3. LIMITATION ON DAMAGES

FOXPAK FLEXIBLES LTD. SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO BUYER OR ANYONE CLAIMING UNDER THE BUYER FOR ANY INDIRECT, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOST PROFIT.

#### 4. COMPLETE AGREEMENT

These terms and conditions represent the final written agreement between Foxpak Flexibles Ltd and the Buyer concerning warranty and warranty claims. Any negotiation or understanding between Foxpak Flexibles Ltd. And Buyer concerning warranty and warranty claims which are not contained in these terms and conditions are without effect.

#### 5. GOVERNING LAW

Irish law shall govern the rights and obligations of the parties arising out of the Buyers purchase of products from Foxpak Flexibles Ltd.

#### 6. RETENTION OF TITLE

Title in the goods or any part thereof shall only pass to the customer when payment in full has been made. The customer shall permit so far it is able and shall use its best endeavours to assist and officer, employee, representative or agent of the company to enter onto any premises where the goods may from time to time be situated and to repossess the goods at any time prior to title passing to the customer and until such time as title passes the customer shall hold the goods as the company's fiduciary and bailee.