

## Conditions of Sale of Réalt Paper Limited (The Company)

1 These Conditions of Sale ("the Conditions") shall apply, to the exclusion of all other terms and conditions, to each transaction ("the Contract") for the sale of goods ("the Goods") by Realt Limited ("the Company") to a purchaser of Goods ("the Buyer"), unless otherwise agreed in writing or as provided below.

2 With the exception of stock orders no order shall be binding unless confirmed by the company on its official acknowledgement form. All quotations are subject to amendment or withdrawal and are submitted subject to these conditions. The Company shall not be bound to accept any order submitted as a result of any quotation. Orders for stock items not normally acknowledged by the Company in writing are deemed to be binding, unless cancelled by mutual agreement before the time of despatch.

3 The price of the Goods ("the Price") shall be the Company's quoted price and shall be exclusive of VAT, delivery, carriage and insurance. The Company shall be entitled to increase the Price at any time before the Goods are despatched to reflect any increase in the cost to the Company arising from any factor beyond its control or any changes in delivery dates, quantities or specifications requested by the Buyer or any delay caused by the Buyer's failure to provide adequate information or instructions.

4 All duties, taxes (including Value Added Tax) and charges including any increase up to the date of despatch shall be for the Buyer's account unless stipulated otherwise in the contract.

5 The Company shall not be liable for any loss or damage including consequential loss from failure wholly or in part to fulfil the terms of the contract by reason of any circumstances failing within the terms 'force majeure' including without prejudice to the generality of the term, strike lockout, trade dispute, fire, drought, flood, bad weather, interruption of transport, restriction by Government or other competent authority, destruction or damages of premises, plant or machinery, failure or shortage of power supplies, inability to obtain adequate labour, supplies or facilities of any kind or adequate alternative.

6 Any date quoted for delivery of the Goods shall be approximate only and the Company shall not be liable for any delay in the delivery of the Goods whatsoever. Delivery shall be made to the address agreed with the Company.

7 The risk in the goods shall pass to the Buyer at the place of delivery named in the contract at the time the goods are placed at the tailboard of the delivery vehicle at destination. Any unloading or transshipment operation thereafter shall be entirely at the Buyer's risk. Where the goods are collected by or on behalf of the Buyer or its agents from the Company's premises, the risk shall pass to the Buyer at the time the goods are handed over to the Buyer or its agents.

8 The Seller and the Buyer expressly agree that until the Seller has been paid in full for the goods comprised in this or any other sale of contract between them:

a. The goods comprised in this contract remain the property of the Seller (although the risk therein passes to the Buyer at the point when delivery begins).

b. The Seller may recover those goods at any time from the Buyer if in his possession if the Seller judges that the amount outstanding from the Buyer on the general statement of account between the parties in excess of the credit limit, the Seller is willing to accord to the Buyer and for that purpose the Seller, his servants and agents may enter upon land or building in the occupation of the Buyer upon which the goods are situated.

c. If the Buyer incorporates the goods into other products (with the addition of his goods or those of others or uses such goods as material for other products (with or without such addition) the property in those other products is upon such incorporation or use ipso facto transferred to the Seller, and the Buyer as bailee of them for the Seller will store the same for the Seller in a proper manner without charge to the Seller.

d. The Buyer has the right to dispose of the goods or such other products in the course of his business for the account of the Seller and to pass good title to the goods or products to this customers being a bona fide purchaser for value without notice of the Sellers rights.

e. In the event of such disposal, the Buyer has the fiduciary duty to the Seller to amount to the Seller for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding under this or any other sale contract.

8 If the Buyer makes any voluntary arrangement with its creditors, becomes subject to an Administration Order, or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a Receiver is appointed of any of the property or assets of the Buyer, or the Buyer ceases or threatens to cease to carry on business or the Company reasonably apprehends that any of the events mentioned in this clause is about to occur (and notifies the Buyer accordingly) then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries without any liability on the part of the Company and, if the Goods have been delivered but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9 Unless otherwise agreed in writing the Buyer will be bound to accept goods ordered by him on notification that they are ready for delivery. If the Buyer fails to take delivery the Seller shall be entitled: i. To treat the contract as at and end and to resell the goods and ii. To invoice the goods whereupon payment in full shall become due forthwith iii. To charge at rates giving and economic return for the handling and storage of such goods from the invoice date to the eventual date of delivery to the Buyer or disposal elsewhere under the power of sale referred to above. The Buyer shall be liable for the insurance of such goods from the date on which he is notified that the goods are ready for delivery onwards.

10 ANY COMPLAINT of short delivery or of damage to goods in transit must be notified in writing to the Seller by the Buyer within 24 hours of receipt of the goods and any complaint of failure to deliver the goods invoiced must be so notified within 10 days of the date of invoice.

11 The Company shall not be liable for any special or consequential loss or delict or tort provided that such exclusion of liability shall not apply to death or personal injury to any person resulting from breach of duty of the Company. The Buyer shall indemnify the company against any claims by any third party in respect of the goods and against all damages, fines, claims, costs or expenses whatsoever arising out of any false or misleading trade description or alleged infringement of any Patent, Trade Mark, Design or Copyright arising directly or indirectly from the productions by the Company of any goods in a manner or incorporating wording design or device specified by the Buyer. Under no circumstances shall the liability of the Company exceed the quoted price of invoice value of the goods concerned.

a. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification or non or incorrect delivery shall (whether or not delivery is refused by the Buyer) be notified to the Company within 7 days from the date of delivery or (where there is non or incorrect delivery or the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

b. Where any valid claim is notified to the Company, the Company shall be entitled to repair or replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, grant credit to or refund to the Buyer the Price of the Goods (or a proportionate part of the Price), but the Company shall have no further liability to the Buyer.

12 All accounts are unless otherwise agreed by the company in writing strictly nett and payment for goods invoiced up to and including the last day of the calendar month shall be paid to and received by the Company within thirty days of the end of such month. Goods are normally invoiced at the date of their despatch although invoicing may be delayed after such date at the sole discretion of the company. If the price is not paid in full on the due date, interest may be charged at the Company's discretion on the outstanding amount at a rate of 4% per annum above the Bank of Ireland and Base Rate in force at such due date, without prejudice to the right of recovery

13 All warranties, representations and conditions expressed, implied, statutory or otherwise in respect of the fitness of the goods for any particular purpose or otherwise are hereby excluded.

a. Each Contract shall only confer rights and benefits on the Buyer and no third party shall acquire rights or benefits under the Contract or these Conditions.

b. No waiver by the Company of any breach of the Contract by the Buyer shall be considered as waiver of any subsequent breach of the same or any other provision.

14 The Company shall be entitled (without prejudice to such other rights as shall have accrued to the company), by notice or in writing to the Buyer either to terminate any contract between itself and the Buyer or to suspend delivery if:

a. Any sum owing by the Buyer to the Company is not paid in the ordinary course, whether under the same or any other contract:

b. The Buyer is in breach of any term of the same or any other contract with the Company

OR

c. The Buyer enters into any composition or arrangement with or for the benefit of his creditors, becomes bankrupt, has a receiving order in bankruptcy made against him or (if a corporate body) has a receiver or receiver and manager appointed or goes into liquidation either voluntary or compulsory or under supervision.

15 Any agreement incorporating these Conditions shall be governed by the Law of the Republic of Ireland and the Buyer shall submit to the exclusive jurisdiction of the Courts of the Republic of Ireland