

Ship To Address:

Berry M&H Plastics
Gate A - Unit 4 - Goods Inwards
London Road
Beccles, NR34 8TS
Suffolk
U.K.

**PURCHASE ORDER****Purchase Order No.** PO082133**Version No.** 1**Order Date** 19. September 2025**Purchase Contact** Ashton Holmes**Contact No.****Email** AshtonHolmes@berryglobal.com**Shipment Method**

RJ Low Solutions Limited
11 Orion Drive
Norwich, NR5 0WB
Norfolk
U.K.

Account No. V000992

No.	Description	Dept. Code	Quantity	UOM	Unit Cost	Amount (Excl. VAT)	Expected Receipt Date
	Training 4 people	B GEN	1		1,500.00	1,500.00	19/09/25
	Training 2 people	E GEN	1		1,500.00	1,500.00	19/09/25

FAO Jenni Reviles and Mark Maydew

NOTES FOR IMPORT

Berry's custom broker must be listed as the Notify Party on the transport document (B/L, AWB, CMR, Railway Bill) mentioning complete names, address and phone number:

Cardinal Global Logistics Ltd., Sharston Ind Est, Leestone Road, Manchester, M22 4RB.

Tel: 0161 491 0491 email: berry@cardinalgil.com

Subject to M&H Plastics Terms and Conditions

Invoice Address

London Road, Beccles
Suffolk, England, NR34 8TS
Tel: +44 (0) 1502 715518 Fax: +44 (0) 1502 717115

Total GBP Excl. VAT**3,000.00**

20% VAT

600.00

Total GBP Incl. VAT**3,600.00**

Berry Global, Beccles is a trading name of Maynard & Harris Plastics, Company No: 1195337, Corby Hub, 4 Sallow Road, Weldon North Ind Estate, Corby, NN17 5JX.

Registration No.
VAT Registration

1195337
GB 806 6426 30

R67579

1. DEFINITIONS AND APPLICATION.

1.1 In these terms and conditions (the Conditions):

- (a) "Company" means Maynard & Harris Plastics (registered in England under number 01195337);
(b) "Supplier" means the person, firm or company to whom a Purchase Order is addressed.
(c) "Goods" means the Goods (or any part of them) specified in the Purchaser Order; and
(d) "Purchase Order" means a Purchase Order issued by the Company.

These Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate or which are implied by trade, custom practice or course of dealing.

2. ACCEPTANCE

A Purchase Order must be accepted by the Supplier for a contract binding on the Company to come into existence (the Contract). When sending acceptance of a Purchase Order reference should be made to the Purchase Order number and date. Any Purchaser Order may be withdrawn by the Company without liability at any time prior to receipt by the Company of the Supplier's written acceptance.

3. AUTHORITY

No Purchase Order will be valid unless issued on the Company's official Purchase Order form.

4. DOCUMENTS

The Purchase Order number must be quoted on all correspondence, advice notes and invoices. An advice note must be enclosed with the Goods when delivered and all boxes, cases and packing must be clearly marked with the quantity and full description of the contents.

5. TIME OF PERFORMANCE

Goods shall be delivered on the date(s) specified in the Purchase Order which is of the essence. If no date is stated, Goods shall be delivered within a reasonable period (not being more than 28 days).

6. DELIVERY AND CARRIAGE

Unless otherwise agreed Goods are to be delivered carriage paid by the Supplier to the delivery location specified in the Purchase Order by normal means of transport. Where no delivery location is specified, it shall be the Company's premises. Where delivery is overdue the Company may require despatch the Goods by express means at the Supplier's expense. The Supplier shall be responsible for ensuring the Goods reach the delivery location in good condition.

7. QUANTITY

Unless otherwise agreed the Company accepts no liability for and shall not be required to purchase Goods supplied in excess of the quantities stated on the Purchase Order. Where the delivery of the Goods is acknowledged by signature on behalf of the Company the signature so given will be an acknowledgement only of the number of packages delivered and will not operate as an acknowledgement of correct weight, count, quality or condition of the Goods supplied.

8. QUALITY

Goods shall in every respect correspond to the description and any applicable specification in the Purchase Order and with previously approved supplies or approved samples and shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), fit for any purpose made known to the Supplier by the Company expressly or by implication, free from defects and in accordance with all applicable statutory and regulatory requirements relating to the manufacture, storage, handling and delivery of the Goods including in respect of health and safety. Goods shall be subject to the Company's inspection and approval within reasonable time after delivery.

9. INSPECTION

Duly accredited representatives of the Company shall be allowed to inspect and test Goods ordered at any stage of manufacture. If following inspection and testing the Company considers that the Goods are unlikely to comply with the requirements of the Purchase Order, it shall inform the Supplier and the Supplier shall take all necessary remedial action. No inspection or testing by the Company shall reduce or otherwise affect the Supplier's obligations.

Goods rejected following delivery as being not to specification or sample or otherwise defective shall be held at the Supplier's risk and returnable at the Supplier's expense and shall not count as having been delivered unless the Company elects to make such Goods fit for its purposes, in which cases the Supplier shall be liable for the cost thereof.

10. TITLE AND RISK

Title and risk in the Goods shall pass to the Company when the Goods have been delivered to the delivery location and accepted by the Company's Goods Inward Department save as provided in Condition 9.

11. CONFIDENTIALITY

The Supplier shall not without the written consent of the Company, disclose or make use of the Company's drawings or specifications or information contained therein for purposes other than the execution of the Company's Purchase Order. All such drawings, specifications and information are the confidential information of the Company.

12. COMPANY'S MATERIALS

The Supplier shall be responsible for maintaining any property of the Company which shall be issued to the Supplier for the execution of the Company's Purchase Order whether tools, moulds, patterns, gadgets or materials secure and in good condition. Such items shall at all times remain the exclusive property of the Company and shall be returned to the Company promptly on request. The Supplier shall indemnify the Company against any loss or damage to such property whilst in the possession of the Supplier.

13. ALTERATIONS

Any alteration in the price, quantity, quality or specification of Goods to be supplied and/or to these Conditions must be agreed by the Company in writing, before the Goods are manufactured or supplied.

14. PACKAGING

Pallets, boxes, cases, packaging or other material necessary for the safe transportation of the Goods by the Supplier shall be supplied free, or, if charged for will be credited in full when returned carriage forward.

15. NEGOTIATIONS

No warranty, representation or statement of any official or employee of the Company in the course of negotiating any Purchase Order or any Contract shall impose any obligation on the Company unless the same be endorsed in writing as a term of the Purchase Order or set out in the official Purchase Order.

16. HAZARDOUS GOODS

The Supplier will mark all hazardous goods and materials with international danger symbols where they exist, and display the name of the hazardous goods materials in English on the Goods and/or any accompanying packaging. Transport and other documents must include declaration of the hazard and the name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of U.K legislation and any relevant international agreements relating to the packing, labelling and carriage of hazardous goods. All information held by or reasonably available to you regarding any potential hazards known or believed to exist in the transport handling or use of the Goods supplied shall be promptly communicated to us prior to delivery.

17. REMEDIES

17.1 If the Goods are not delivered on the date(s) required under Condition 5, or do not comply with the requirements in Condition 8, then, without limiting any of its other rights or remedies, the Company shall have the right to any one or more of the following remedies, whether or not it has accepted any of the Goods:

17.1.1 If the Goods are not delivered on the date(s) required under Condition 5, or do not comply with the requirements in Condition 8, then, without limiting any of its other rights or remedies, the Company shall have the right to any one or more of the following remedies, whether or not it has accepted any of the Goods:

17.1.1 to terminate the Contract without liability;

17.1.2 to reject the Goods (in whole or in part) and return them at the Supplier's own risk and expense;

17.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;

17.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

17.1.5 to recover from the Supplier any costs incurred by the Company in obtaining substitute goods from a third party; and

17.1.6 to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

17.2 The Supplier shall keep the Company indemnified in full against all costs, expenses, damages and losses awarded against or incurred or paid by the Company as a result of or in connection with:

17.2.1 any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

17.2.2 any claim made against the Company by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

17.2.3 any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

This Condition 17.2 shall survive termination of the Contract.

17.3 The Company's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

18. PRICE AND PAYMENT

18.1 The price of the Goods shall be the price set out in the Purchase Order.

18.2 The price of the Goods is exclusive of amounts in respect of value added tax (VAT), but includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Company.

18.3 The Supplier may invoice the Company for the Goods on or at any time after the completion of delivery. The Company shall pay correctly rendered invoices within Sixty days of the end of the month following the month of receipt of the invoice unless otherwise stated in the Purchase Order. The Company may set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier.

19. TERMINATION

19.1 The Company may terminate the Contract with the Supplier with immediate effect by giving written notice to the Supplier if:

19.1.1 the Supplier ceases to trade, threatens to suspend payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

19.1.2 the Supplier commences negotiations with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

19.1.3 a petition is filed, notice is given, a resolution is passed or an order is made, for or in connection with the winding up or bankruptcy of the Supplier; or

19.1.4 a creditor or security holder attaches or takes possession of any assets of the Supplier or an administrator, administrative receiver, liquidator or trustee in bankruptcy is appointed in respect of the Supplier or any of its assets; or

19.1.5 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in this Condition 19.1.

19.2 Termination of the Contract with the Supplier, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

20. GENERAL

20.1 The Supplier may not assign, transfer, charge or subcontract any of its rights or obligations under the Contract without the Company's prior written consent.

20.2 Any notice or other communication given to a party under or in connection with a contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

20.3 A waiver of any right or remedy under any contract is only effective if given in

21. LAW AND JURISDICTION

These Conditions and any Contract are governed by English Law. Any disputes arising out of these Conditions or any Contract or the supply of Goods in accordance therewith shall be submitted to the exclusive jurisdiction of the English Courts.



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