



Spiral Packs (London) Limited

Card and foil converters for lids, boards and packaging for the food and non-food industries

CORPORATE PROFILE

Why you should be doing business with Spiral Packs

- ◆ 28 year record of successful service to customers
- ◆ Continuous new product development programme in response to customers' evolving needs
- ◆ Unique in the industry in having an HACCP policy
- ◆ Approved suppliers to all the major supermarkets
- ◆ Immediate responsiveness to customer QC inspection
- ◆ Has achieved both BS5750 and European ISO status
- ◆ Fully computerised offering modem links to customers
- ◆ 1997 winners of Kent Business Marketing Award for innovation in development of printed (advertising) lids for takeaway markets
- ◆ 3,000 product lines individually tailored to client requirements
- ◆ Sampling service
- ◆ In house printing

AND NOW SPIRAL PACKS CAN OFFER

- ◆ Direct order entry access
- ◆ Waste Report and recycling data now available as standard (in advance of mandatory compliance date)
- ◆ In house design studio with ISDN facilities to assist customers with their design needs

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Introduction to Spiral Packs

Spiral Packs was formed in 1973 and is presently based in a custom-built factory with warehouses, comprising 34000 sq. feet, located in Erith Kent.

During this time Spiral Packs has continued to change and develop in order to meet the needs of what is an increasingly complex and demanding industry.

Our research and development of current and new products is a continuous process enabling us to keep pace with market trends.

Commitment to Quality

As part of our commitment to hygiene and quality, Spiral packs has a Hazard Analysis and Critical Control Point (HACCP) policy .

We are approved suppliers to all the major high street supermarkets.

We welcome visits from our clients and appreciate their comments and suggestions on improving customer service, quality and hygiene.

Spiral Packs gained BS 5750 status in 1989 and has upgraded to European ISO 9002 status.

The company is fully computerised and can offer Modem communications if desired.

Innovation

In June 1997 Spiral Packs won the **Kent Business Marketing Award** in recognition of our achievements in launching the brand new concept **Adlids**(TM) - advertising on the top of take-away containers.



Spiral Packs has recently developed a new concept in sandwich packaging, **The Sandwedge**(TM). This patented concept for the first time allows a board pack to be used for either same day or long life sandwich packaging.



Further innovations are on the way, both in terms of products and processes. Spiral Packs is constantly developing its computer and other systems to ensure that we maintain our position as industry leader in Europe and the UK. Our goal is to be the best in the business, getting it right first time, every time.

Product Range

Our product range covers over 3000 product lines and covers four major areas :-

LIDDING For foil and plastic containers, including folded and heat sealable lids.

PACKAGING FOR CONFECTIONERY

Cake cards
Cake collars
Novelty printed cake collars and cards

BOARDS Salmon Boards
Sliced Meat Boards
Pizza Bases / Paté Bases
Layer Cards
Sandwich / Baguette Boards
Plastic Salmon Boards
Creased and Embossed Boards

PACKAGING FOR THE NON FOOD INDUSTRY

We also produce packaging for the non food industry, including stocking stiffeners and shirt stiffeners. We can cut our products to all shapes and sizes to meet your requirements.

Spiral Packs produce both plain and printed products on a wide variety of board types and can print anything up to 8 colour process with varnish and can even put novelty or promotional concepts together for you, using Scratchlids (TM) technology we have developed. This provides the customer with the opportunity to develop marketing strategies to include redeemable vouchers, competitions and cross-brand advertising on their products.

We have a state of the art design studio which can help you put designs together should you wish and provide mock ups for your perusal.

Service

We are in the unique position of having the largest product range in Europe of any manufacturer and now this is linked to a highly sophisticated forecasting system enabling us to meet both your service and product requirements.

We pride ourselves in producing the highest quality products available, using premier materials and top quality machinery and systems throughout conversion, packing and despatch.

Our recent substantial investment in technology has allowed us to complete the loop and has placed us in the very best position to meet your future needs.

We provide a sampling service, enabling you to ensure the products ordered meet your requirements.

**For samples or estimates please call:
020 8310 4647**

Supply Chain System Development

Computerised Order Entry Options

We offer you the opportunity of direct access via modem, enabling cutomers to place orders directly onto our system ensuring swift response and avoiding order entry concerns.

For further information on Software and Training requirements please contact Paul Ringer who will be happy to provide advice and systems assistance. Training will be supplied by us to ensure a smooth transition. This is an inexpensive operation which readily yields long term benefits for the efficiency of your business and is easily implemented.

Reporting on Waste

In response to Waste Reporting & Recycling legislation, we have adapted our systems to provide our customers with all the information they will require.

According to your needs we will provide this:-

- a) Monthly**
- b) Quarterly**
- c) Annually**

Refer to Appendix for an example of the report you will receive.

Transportation

Our standard delivery service is 48 hours within the UK and all our carriers have been audited for suitability to transport food packaging materials.

- ◆ **Next day delivery is readily available subject to a minimal surcharge.**
- ◆ **Fixed time deliveries can be arranged but also at a surcharge.**
- ◆ **PODS are available next day as required.**

All vehicles are fitted with mobile telephones and are fully contactable should you have any urgent needs.

Environmental Policy

Microven TM

The unique fully recyclable barrier board.

- ◆ **Fully recyclable**
- ◆ **Ovenable**
- ◆ **Microwavable**
- ◆ **Printable**
- ◆ **Freezer Proof**
- ◆ **Highly price competitive**

and in addition it will assist you in meeting targets set by the government on recyclability.

Contacts

Telephone Number:	020 8310 4647
Facsimile No.	020 8311 6361
E Mail	mail@spiralpacks.co.uk

PRIMARY CONTACTS

Phillip Horner	Sales Manager	Mobile: 07718 793352
Catherine Brooks	Sales co-ordinator Sandwedge Development	Ext.226
Margaret Rose	Customer Services Sales Order Processing To place an order or for general order enquiries	Ext.236
Jenny Allard	Production & Planning Co-ordinator	Ext.229
Steve Summers	Warehouse Contact	Ext.230

SUPPORT CONTACTS

Sue Smith	Quality Assurance Controller	Ext.241
Paul Ringer	Information Technology Department	Ext.235
Kathy Noble	Accounts Contact	Ext.221

Documentation

We supply the following documentation at the frequency indicated, samples of which are enclosed in the Appendix as indicated.

Pallet Manifest (Document with pallet) (App 1)	Per pallet despatched
Consignment Summary (Document with Pallet No.1) (App 2)	Per Consignment
Invoice (by post next day)	Per Consignment
Statement	Monthly
Waste Management Report (App 3)	Monthly
Terms and Conditions of Sale (App 4)	(See Appendix)

On establishing a credit account, payments may be made by cheque or BACS to:-

Spiral Packs (London) Limited
Lloyds Bank plc
Week Street
Maidstone
Kent
ME14 1RW

Sort code: 30 - 00 - 02

Account No. 2264906

Appendix

- 1) Pallet Manifest
- 2) Consignment Summary
- 3) Waste Management Report
- 4) Terms and Conditions of Sale

Pallet Manifest

Invoice To:
Deliver To:



Spiral

SPECIMEN

Delivery Postcode:

Carrier: **APEX**
Despatch Date: **19/01/2000**
Consignment No: **3893**
Invoice No: **61982**

Spiral Packs (London) Ltd
Spiral House
Yarnton Way
Erith
Kent DA18 4AF

FOR FOOD USE

Pallet No	Customer Reference / Order No	Order No	Stock Code	Otv	Pack	Otv	No. Items	Weight
G001 / 1	5251-04 908896	132196	F52-95x121x20-B308	60000	1000		60	195.000
G001 / 1	5254-05 908896	132196	F52-102.5x194.5x22-B160	100000	500		200	588.000

Total No. of Items on Pallet: 260

Total Weight Of Goods in Kilos: 783.000 Total Weight including Pallet in Kilos: 805.000

G001 / 2	5254-05 908896	132196	F52-102.5x194.5x22-B160	100000	500		200	588.000
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Total No. of Items on Pallet: 200

Total Weight Of Goods in Kilos: 588.000 Total Weight including Pallet in Kilos: 610.000

G001 / 3	5211-01 908896	132196	F62-172.5-B125	45000	450		100	306.000
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G001 / 3	5231-08 908896	132196	F62-235.5x235.5x41-B079	6000	300		20	91.600
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Total No. of Items on Pallet: 120

Total Weight Of Goods in Kilos: 397.600 Total Weight including Pallet in Kilos: 419.600

Checked By: _____ on: 22/01/01
at: 16:11:14

Note: Where possible Pallets are loaded in the order shown above.

For further information regarding this consignment please contact 020 8310 4647.

Consignment Summary

Invoice To:
Deliver To:

SPECIMEN

Delivery Postcode:

Carrier: **APEX**
Despatch Date: **19/01/2000**
Consignment No: **3893**
Invoice No: **61982**



Spiral

Spiral Packs (London) Ltd
Spiral House
Yarnton Way
Erith
Kent DA18 4AF

FOR FOOD USE

<u>Pallet No</u>	<u>No of Items</u>	<u>Net Weight in Kilos</u>	<u>Gross Weight in Kilos</u>
G001 / 1	260	783.000	805.000
G001 / 2	200	588.000	610.000
G001 / 3	120	397.600	419.600
G001 / 4	110	538.700	560.700
Total Pallets 4	Total Items 690	2,307.300	2,395.300

For further information regarding this consignment please contact 020 8310 4647

Distribution: 1 full copy with Carrier for Customer
1 full copy for file
1 copy of Pallet Manifest on each relevant pallet
1 copy of Consignment Summary on pallet 1
1 copy of Consignment Summary to Accounts

Waste Management Report



SPECIMEN

Spiral Packs (London) Ltd
Spiral House
Yarnton Way
Erith
Kent DA18 4AF

Account No : H001

Period : 01/01/2000 - 31/01/2000

Stock Code	Qty Weight	Product Weight	Board Weight	Foil Weight	Poly Weight	Barrier Weight	Glue Weight	Polyester Weight	Box Weight	Wrap
F41-103.5x195.5x21.5-B192	80000	812.52	749.05	0.00	63.48	0.00	0.00	0.00	22.40	0.00
F41-114.5x140x22-B328	192000	1534.92	1415.00	0.00	119.92	0.00	0.00	0.00	39.36	0.00
F41-179-B188	25000	322.11	296.95	0.00	25.17	0.00	0.00	0.00	6.75	0.00
F50-103.5x195.5x21.5-B168	500000	2906.12	2539.14	69.43	297.56	0.00	0.00	0.00	135.00	0.00
F50-114.5x140x22-B299	150000	686.24	599.58	16.39	70.26	0.00	0.00	0.00	24.75	0.00
F50-114.5x142.5x21.5-B300	1151000	5368.57	4690.63	128.26	549.68	0.00	0.00	0.00	189.92	0.00
F52-95x121x20-B307	50000	161.69	144.41	9.48	7.81	0.00	0.00	0.00	6.75	0.00
F62-108.5x213x20-B160	25000	160.51	139.45	9.68	11.38	0.00	0.00	0.00	6.75	0.00
	2173000	11952.68	10574.19	233.24	1145.25	0.00	0.00	0.00	431.68	0.00

Pallet Waste	No Pallets	Pallet Weight	Wrap Weight	Tape Weight	Paper Weight
	18	396.00	5.67	0.18	13.35



**Spiral
Packs**
(London) Ltd

Conditions of Sale

GENERAL

1. All quotations are made and all orders are accepted subject to the following conditions, which will form part of and govern the Contract of Sale. Spiral Packs (London) Ltd. is referred to as 'the Company', the expression 'the Buyer' includes any person, firm or corporation entering into a purchase contract with the Company, 'the goods' means the subject matter of the order, and 'the order' or 'the contract' means the contract placed by the Buyer with the Company for the supply of goods. Unless otherwise agreed in writing by the Company, these conditions shall override any terms or conditions stipulated, incorporated or referred to by the Buyer in its order or negotiations.

BUYER'S RESPONSIBILITIES

2. (a) The Buyer's attention is drawn to the Company's general statement on the use of the Company's products, as required by the Health and Safety at Work etc., act 1974. Where the goods consist of containers, wrappers or other articles intended for use in connection with any food, drug or other substance, the Buyer shall satisfy itself that such food, articles or other substance is not or is not likely to be adversely affected by any material used by the Company in the manufacture or printing of such containers, wrappers or other articles and the Company shall not be liable to the buyer or any third party in respect of any claim alleging that such food, drug, or other substance has been adversely affected.
- (b) The choice and suitability of the Company's products for use with any particular commodity is the Buyer's responsibility and unless specifically stated and represented in writing by the Company, no warranty or condition is given or shall be implied that the goods are suitable in size, shape, thickness, capacity, quality or otherwise for any particular purpose. The Buyer shall be deemed to have carried out its own tests to ensure the goods' suitability and where the goods are required for use with any commodity, the Buyer shall satisfy itself affected by that commodity.

PRICES AND V.A.T.

3. The prices stated overleaf are subject to change and the actual prices to be paid shall be those ruling at the date of despatch. In the event of a ruling by H.M. Customs & Excise Commissioners or the Inland Revenue, that goods forming part of this contract after the contract has been entered into, or after the goods have been delivered, are subject to V.A.T. at a rate differing from that charged, the Company reserves the right to charge the Buyer with the additional V.A.T. and the Buyer shall be liable to pay such additional V.A.T. to the Company within 7 days of written notification.

CARRIAGE

4. Prices are quoted 'carriage paid' unless otherwise specified and where the Company is instructed by the Buyer to send the goods by passenger train, parcel post, airfreight or other special transport, any increase in such costs, compared to the Company's usual mode of delivery, will be charged to the Buyer's account.

QUOTATIONS AND TOLERANCES

5. All quotations are made and orders accepted subject to availability of raw materials, and subject also to normal manufacturing tolerances as to width, length, thickness, descriptions, print registration and colour.

QUANTITIES

6. The Company cannot guarantee exact quantities and the Company shall be deemed to have fulfilled the order by delivery of a quantity of plus or minus 10% of the quantity ordered and the Buyer shall pay at contract rate for the actual quantities delivered.

TRADE DESCRIPTIONS

7. Reference is made to the Trade Descriptions Act 1968 in that all descriptions on quotation forms, advice notes and contents labels regarding quantities, sizes and gauges are nominal.

INSTRUCTIONS OF BUYER

8. Any particulars or instructions to be supplied by the Buyer before the Company can proceed with or complete a contract, must be furnished with a reasonable time to enable the Company to complete and deliver the goods by the agreed date.

PRINTED GOODS

9. Where the Company is producing goods which are specifically printed, embossed or colour matched, the Company will not accept liability or responsibility for any errors in proofs or samples which have been passed by the Buyer and any direct costs incurred by the Company in the preparation of all special tools, sketches, printing blocks etc. shall be charged extra.

DELAYED DELIVERY

10. Goods will be delivered as soon as they are ready and time shall not be deemed the essence of the contract so far as concerns delivery of the goods, and, apart from protracted and unreasonable delay on the part of the Company, the Company shall not, by reason of agreeing to deliver by a specific date, be deemed to have waived the benefit of this condition. The Company does not accept liability or responsibility for any loss or damage, whether direct or delayed delivery for any cause, unless a genuine pre-estimate of such loss has been made and agreed by the parties in writing. The Company shall not in any circumstances be liable for delays caused beyond its control, whether caused by Nature, accident or third parties and in these circumstances the Company expressly reserves the right to cancel or suspend the whole or any part of the order. However, the failure of the Buyer to collect the goods or accept delivery thereof (depending upon the terms of the contract) within a month of completion of the order shall entitle the Company to charge the Buyer all additional costs there incurred including all reasonable costs for storage and transport, as from the date of completion of the order.

INSTALMENTS

11. Where the contract calls for delivery by instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract, or entitle the Buyer to cancel such balance. When delivery is by instalments, all goods must be taken by the Buyer within six months of the date of acceptance of the order, unless specific delivery dates have been agreed in writing.

NON-DELIVERY AND COMPLAINTS

12. No responsibility will be accepted in respect of non-delivery of goods unless the Buyer so notifies the Company and the carrier within 14 days of despatch. Damage or shortage must be noted on the carrier's delivery sheets and notification sent to the Company and the carrier within 10 days of delivery. No claim of any kind will be accepted unless the claim is received by the Company in writing within 14 days of the date of invoice. Other matters relating to complaints, disputes and liability are dealt with below.

FURTHER PROCESSING

13. The Buyer is advised to examine the goods between delivery and further manufacture or processing, as the Company accepts no claim or liability for material that has been cut, printed or otherwise fabricated or processed.

RISK

14. Unless a contract otherwise provides, the risk in the goods shall pass to the Buyer at the point of delivery referred to in the contract, and unless the Buyer shall have given notice to the Company or the carrier as provided above, the goods shall be deemed to have been fully delivered to the Buyer and the risk in such goods transferred to the Buyer.

RETENTION OF TITLE

15. RESERVATION OF OWNERSHIP

- (a) Notwithstanding delivery the property in the goods shall not pass to the Buyer until the Buyer has paid in full the price of the goods.

- (b) Furthermore the property in the goods shall not pass to the Buyer unless and until the full price of any other delivered goods the subject of any other business transaction between the Buyer and the Company has been paid. Such price and the price of the goods shall hereinafter together be called 'the value' and shall where the context so permits include in addition thereto any costs of repossession incurred pursuant to Paragraph (iv) of Clause (c) hereof.
- (c) Until the value has been received by the Company the Buyer will hold the goods as bailee on behalf of the other delivered goods and the Buyer hereby acknowledges that there shall accordingly subsist a fiduciary relationship in respect of the goods between the Buyer and the Company. Subject thereto:
- (i) The Buyer will store the goods on its premises separately from its own goods or those of any other person in such a way that can be readily identified as the goods of the Company;
- (ii) Until payment as aforesaid the Buyer will take all necessary measures for the protection of the goods including the insurance thereof against all usual risks with an insurance company approved by the Company or the full replacement value of the goods. The Buyer will procure that the interest of the Company is noted upon any policy of insurance effected pursuant hereto and that a copy of the same is supplied to the Company in the creation thereof;
- (iii) The Buyer is authorised by the Company to agree to sell on the goods at a price which shall nevertheless be no less than the purchase price of the goods hereunder subject to the express condition that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdraft bank account and shall be at all times identifiable as the Company's money. The Buyer shall keep records (to be produced to the Company whenever required) of the name and address of any such sub-purchaser and the date and contract price of each delivery and shall if the Company so requires in writing assign such claims as the Buyer has against such sub-purchasers as emanate from this transaction.
- (iv) The Company may at any time if payment is overdue in whole or in part without prejudice to any other right rising pursuant to or consequent upon this Agreement, for the purpose of recovery of the goods, enter upon any premises where the goods are stored or where they are reasonably thought to be stored and may repossess the same. All costs and expenses reasonably incurred by the Company in connection with such recovery shall be paid by the Buyer.
- (v) It is declared for the avoidance of doubt without prejudice to the generality of the foregoing that the Company may recover the goods and payment shall become due if:
- (A) The Buyer does or fails to do anything which would entitle an Administrator, or an Administrative receiver to take possession of any of its assets or which would entitle any person to present a petition to wind up the Buyer; and/or:
- (B) The Buyer passes any resolution to wind itself up or publishes a notice convening a meeting of its creditors pursuant to section 98 of the insolvency act 1986 or any statutory modification or replacement thereof; and/or:
- (C) The Buyer if an individual has a Bankruptcy Order made against it or enters into any arrangement for the benefit of his creditors generally.
- (d) (i) The Buyer may admit the goods with any other property not belonging to the Company. However, if the goods the property of the Company are admitted with goods the property of the Buyer or are processed with or incorporated therein the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Company. If the goods the property of the Company are admitted with goods the property of any person other than the Buyer or reprocessed with or incorporated therein the product thereof shall become and shall be deemed to be owned in common with that other person.
- (ii) The provisions of paragraph (iii) of Clause (c) shall apply *mutatis mutandis* to the proceeds of sale of any product referred to in paragraph (i) of this Clause.
- (e) Each of the preceding Clauses and sub-paragraphs shall be construed and shall take effect separately and in the event of one or more such Clauses or sub-paragraphs being held ineffective this shall not affect the validity of the remaining Clauses or sub-paragraphs.

DEFAULTS IN PAYMENT

16. If the Buyer defaults in making any payment when due:
- (a) The Company reserves the right by written notice to the Buyer to cancel this and/or any other contract between the Buyer and the Company until payment in full shall have been made. Such rights shall be without prejudice to any of the Company's other rights arising out of such default in payment on the part of the Buyer.
- (b) The Company shall be entitled at its sole discretion to charge the Buyer interest at 3% per annum above the base rate of Barclays Bank Limited, subsisting during the period of such default calculated from the date of the original invoice until payment.
- (c) The Company may, without prejudice to any other rights, enter upon the Buyer's premises for the purpose of taking back goods in which the property has not passed to the Buyer under the terms hereof and the Buyer hereby grants to the Company and its employees, agents and sub-contractors all requisite rights and license for such purpose.

COMPLAINTS, DISPUTES AND LIABILITY OF THE COMPANY

17. (a) The Buyer shall notify the Company at the earliest possible time regarding any complaint whatsoever concerning the goods delivered, whether in whole or in part, and whether or not part of any order to be delivered by instalments. The complaint shall be accompanied by the control label attached to the goods in question and shall specify precisely the nature of any damage, defect or non-compliance with the order, or the samples supplied by the Company. The Buyer shall preserve the goods intact at its premises for not less than 28 days from notification, so as to enable the Company or its agents to attend at the Buyer's premises to investigate the complaint. The Buyer appreciates that either a failure to make such notification within a reasonable period or the processing or other dealing with the goods inconsistent with rejection, shall in either case constitute the Buyer's acceptance of the goods.
- (b) The Buyer shall be bound to pay the price of the goods in accordance with the stipulated terms of payment irrespective of any complaint made or contemplated in respect thereof and no right to set-off shall thereby arise as between the Buyer and the Company.
- (c) In the event of a justified claim against the Company the Company shall either replace the faulty goods as soon as possible or at the Company's option refund any monies paid therefore by the Buyer, and in no case shall the liability of the Company be greater than the invoice value of the goods unless a genuine pre-estimate of any direct and consequential loss shall have been agreed in writing and forms part of the contract between the parties.