

CONDITIONS OF SALE

1. **Contract**
These conditions form part of the Supplier's acceptance of the Buyer's order and the contract between the Supplier and the Buyer for the goods to be supplied ("the Goods") and supersede all conditions of the order unless otherwise agreed in writing by the Supplier. All quotations and tenders of the supplier are made and all orders are accepted on these conditions. No amendment or change or variation shall be made in these conditions except by written agreement signed by an authorised official of each party.
2. **Price**
 - (a) The price stated at the date of acceptance of the order shall govern the sale and shall include the cost of delivery to Buyer's nominated U.K. point of delivery.
 - (b) If there is an increase in prices for raw materials, contract wages and salaries, employer duties of any kind, tax on goods, tariff rates, import/export duties, exchange rate differences or fluctuation or any other increase in the price at which the Goods are sold to the Supplier the price of the Goods to the buyer may be subject to pro-rata increase based upon the amount of any increase in the cost to the Supplier or in the price at which the Goods are sold to the Supplier as the case may be.
 - (c) If the Supplier wants to increase the price, pursuant to (b) above, he will inform the Buyer prior to the despatch of the Goods.
3. **Delivery**
 - (a) Delivery is to the Buyer's nominated point of delivery and risk in the goods will pass to the Buyer at time of delivery. Notwithstanding delivery, the Supplier shall retain property in the Goods until the full price therefore shall have been paid to the Supplier and until such payment has been made the Buyer shall hold the Goods as trustee for the Supplier and shall keep them fully insured and shall indemnify the Supplier against any loss or damage thereto howsoever arising. Any instalment of purchase money paid to the Supplier shall be retained by the Supplier for its own use. If payment is overdue in whole or in part the Supplier may (without prejudice to its other rights) recover or resell the Goods or any of them and may enter upon the Buyer's premises for that purpose.
 - (b) Any time or date for delivery is an estimate only and the Supplier shall not be liable for the consequences of any delay.
 - (c) Without prejudice to the generality of conditions (b) above, if delivery does not take place within due time due to war, civil unrest, strike or lockout, breakdown of machinery, fire loss, failure of supplies of raw materials or other circumstances beyond the Supplier's control, the Supplier shall not be responsible for the delay. The Supplier reserves the right to deliver as soon as possible after the removal of the cause of delay or to terminate the contract but without prejudice to rights accrued in respect of any goods previously delivered.
 - (d) Shortages and damages on delivery must be notified in writing to the Supplier within three (3) working days of the Buyer's receipt of goods.
4. **Packing**
The Goods are despatched in the Supplier's standard packaging with such outer packaging as the Supplier considers necessary and sufficient for the despatch. The price includes packaging unless otherwise agreed upon.
5. **Special Orders**
If the goods are made according to special order of the Buyer the Supplier is entitled to deliver up to ten percent (10%) loss and up to ten percent (10%) more than the volume agreed upon and the price will be adjusted accordingly. The buyer shall indemnify the Supplier against all damages, penalties, costs and expenses to which the Supplier may become liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letter patent, registered design, copyright or other third-party rights.
6. **Payment**
 - (a) Payment shall be due net cash on the last day of the month following the date of invoice or interim invoice as the case may be.
 - (b) In the event of late payment, the Supplier reserves the right to charge interest from the date of the invoice until payment at the rate of four percent (4%) per annum over L.I.B.O.R.
 - (c) In the event of non-payment, the Company reserves the right to suspend or cancel outstanding orders or deliveries.
7. **Returns**
 - (a) Return of goods can only be made with the Supplier's prior agreement.
 - (b) Goods purchased more than 3 months prior to the proposed return date will not be accepted.
 - (c) All accepted returns are subject to 25% restocking charge
8. **Defects**
 - (a) Goods supplied by the Supplier are warranted to be free from defect in workmanship and materials. All other conditions, warranties, representations, whether express or implied, by customer or otherwise, are hereby expressly excluded. In the event that any goods are proved to be defective in workmanship or materials the Buyer's remedy shall be limited to a refund of the price or the replacement of the defective goods as the Supplier may elect. Without limiting the generality of the foregoing, the Supplier shall not be liable for consequential loss nor for any matter or thing outside the Supplier's control nor for incompatibility with other materials.
 - (b) Claims with respect to defective goods to be valid must be received in writing by the Supplier within three (3) months from delivery.
 - (c) Return of defective goods can only be made with the Supplier's prior agreement. Return takes place for the Supplier's account and risk unless otherwise agreed upon in writing.
 - (d) The limitations of liability referred to in this condition 7 shall not apply so as to restrict the Supplier's liability for death or personal injury resulting from the Supplier's negligence.
 - (e) All goods are sold on the basis that the Buyer has relied upon Buyer's skill and judgement in determining the fitness of the Goods for the Buyer's purpose.
9. **Disclaimer**
 - (a) The Buyer shall strictly follow the instruction for use and storage published by the Supplier. Furthermore, the Supplier is not responsible for damage due to incorrect storage.
 - (b) The Supplier's information is based on laboratory tests and is guidance for the choice of product and working method.
 - (c) As the working conditions are beyond the control of the Supplier he is not responsible for the results achieved.
 - (d) The Supplier is not responsible for damage which is due to wrongful application or unusual use of the Goods. Including the use of the Goods on a base for which they are not suitable or if the Buyer exposes the Goods to, for example, weather conditions or moisture for which they are not suitable.
10. **Termination**
In the event that distress or execution is levied on the Buyer's property or if the Buyer makes or alters to make an arrangement with creditors or, if the Buyer is presented with any winding up or bankruptcy petition or, if the Buyer is a limited company passes a resolution to wind up the Company or, a receiver is appointed, the Supplier shall have the right to forthwith terminate the contract and such termination shall be deemed to have taken place upon posting by the Supplier of notice of termination to the Buyer's last known address without prejudice to any accrued rights of the Supplier.
11. **Governing Law**
The contract of sale for the supply of goods hereunder shall be governed by the laws of England.

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