

1. VARIATION OF CONDITIONS

Unless otherwise agreed in writing by Seller, the goods are supplied by Seller only on these Conditions and no variation of or addition thereto (whether contained in any document emanating from the purchaser or made orally by any person acting or purporting to act on behalf of Seller) shall have effect unless it is in writing signed by or on behalf of Seller. Should any of these conditions conflict with any conditions stated in the Purchaser's order, these conditions shall prevail. The giving by the Purchaser of any delivery instructions for the goods or any part thereof, or the acceptance by the Purchaser of delivery of the goods or any part thereof, or any conduct by the Purchaser in confirmation of the transaction set out on the basis hereof after receipt by the Purchaser of this document shall constitute unqualified acceptance by the Purchaser of these Conditions.

2. PASSING OF PROPERTY

The Property in the goods shall notwithstanding delivery to Purchaser remain in Seller until Purchaser has paid the full price as well as all other sums whatsoever due to Seller.

If at any time payment of the price or of any other sums due to Seller is overdue, Seller may by its servants or agents enter upon Purchaser's premises and recover and dispose of the goods and Purchaser shall make no claim against Seller in respect of such entry or disposal.

Purchaser may in the ordinary course of business, mix the goods with other objects or convert the goods into other objects whether by the process of manufacture or otherwise and whether or not such mixture or conversion renders the goods unidentifiable. In that event, the property in the mixture or the converted goods as the case may be shall forthwith pass to Seller and remain with Seller from the moment of mixture or conversion until the Purchaser has paid all sums whatsoever due to Seller and the provisions of the above sub-clauses shall apply to any such mixture or converted goods as if it or they were the goods themselves.

3. PASSING OF RISK

The risk in goods supplied overland shall pass to the Purchaser on delivery to the Purchaser's designated premises or to the carrier nominated by him (whichever shall first occur). The risk in goods supplied by sea or air transport shall pass to the Purchaser on delivery to the carrier nominated by the Purchaser, in which case Seller will at the Purchaser's written request, cost and risk arrange for the Purchaser's express instructions as to transit and packaging for sea or air transport to be carried out.

4. DESPATCH/DELIVERY

When it is necessary for Purchaser to supply particulars as to wrap or otherwise in connection with the construction of the goods or do any other act to enable Seller to dispatch the goods, such particulars must be furnished or such other act performed in good time to enable Seller to effect dispatch on the date stated in the contract. In the event of Purchaser's failure to comply with this Condition, Seller may at its option cancel the Contract in whole or in part by giving written notice thereof to the Purchaser.

Delivery dates in any contracts are not essential and the Seller shall be entitled to deliver within 30 days of such dates.

5. DELIVERY BY INSTALLMENTS

If any order for goods is to be delivered by several instalments to the Purchaser, each such instalment shall be treated as a separate and identifiable contract and the rights of either party thereunder shall be construed accordingly, save only that Seller may suspend delivery thereof whilst payment is overdue in respect of any previous instalment.

If Seller shall fail to make delivery or shall make defective delivery of any instalment, such failure or defective delivery shall not affect the obligations of the parties under the contract of which these Conditions form part in respect of the other instalments.

6. NON-DELIVERY/LOSS/DAMAGE/DEFECT

Seller shall be notified in writing of the non-receipt of any goods by the Purchaser or his nominated carrier within 10 days of the invoice date, failing which Seller shall be under no liability whatsoever to the Purchaser, who shall nevertheless hold Seller indemnified against any loss arising or damage suffered through failure to inform the carriers or the insurers within the required time limits. The Purchaser must notify Seller of any alleged defect in or damage to the goods within 14 days of actual receipt and thereafter shall be deemed to have accepted the goods in all respects. Any such notice must specify the particular defect and must afford Seller reasonable opportunity to inspect the goods in question. If the goods are agreed by Seller to be defective or faulty, Seller will (at its option) either rectify the defect or fault or replace any such goods or credit the invoice value of the goods and such rectification or replacement or credit will be in full satisfaction of any claim by the Purchaser.

7. CONSEQUENTIAL LOSS

Seller shall be under no liability whatsoever (including without prejudice to the generality of the foregoing any liability in tort or for consequential loss or damage of any kind) for any defect in or failure of, or unsuitability for any purpose of the goods or any part thereof whether the same be due to any act, omission, negligence or wilful default of Seller or its servants or agents or to faulty design, workmanship or material or any other cause whatsoever, including (without prejudice to the generality of the foregoing) any breach by Seller, its servants or agents of any fundamental term or any fundamental breach by Seller, its servants or agents of any term of the contract of which these Conditions form part and all other conditions, warranties or other terms whether express or implied, statutory or otherwise inconsistent with the provisions of these Conditions are hereby expressly excluded.

8. FORCE MAJEURE

Seller shall do all in its power to perform the terms of any contract of which these Conditions form part and, in particular, to meet all delivery dates but shall not be liable for any failure to observe, or breach of any of, the terms hereof by reasons of acts of God, war, riots, civil commotions, strikes, lock-outs, trade disputes, fires, breakdowns, interruptions of transport, Governmental action, delay in delivery by Seller's suppliers or any other cause whatsoever beyond its control. In such circumstances, except where goods are in transit, either Seller or the Purchaser may terminate the unperformed part of any contract of which these Conditions form part by notice in writing delivered to the other party hereto within 14 days of Seller giving written notice to the Purchaser of the occurrence of such action or circumstances as makes Seller fail to observe or break the terms hereof. Seller shall be entitled to adjust the purchase price of the goods whether before or after the making of the agreement to which these Conditions relate in the event of any variation in the cost to Seller of supplying the goods, or any part thereof, caused by any reason whatsoever beyond the control of Seller including (without prejudice to the generality of the foregoing) changes in Exchange Rates or the action of any Government or Authority.

9. PRICE VARIATIONS

If the purchase price at the date of delivery shall be higher than that at the date of confirmation of order, the Purchaser may within 7 days after receipt from Seller of notice of the adjusted price and provided the goods are not in transit terminate the Contract to which these Conditions relate with respect to such goods and/or all goods thereafter to be delivered under the terms hereof without further obligation or liability on the part of either party. Any increase in delivery charges imposed on Seller after the date of confirmation of order shall be for the account of the Purchaser.

10. RETURNABLE CONTAINERS

All containers and other articles enclosing or supporting the goods (postal packaging always excepted) shall remain Seller's property and shall be returned to Seller in their then state and condition within such time as Seller may consider reasonable, failing which the Purchaser shall be liable to Seller for their then value. Seller may at its option pre-charge the Purchaser the whole or part of the value of such articles and refund such sum or any appropriate part thereof on their return as aforesaid.

Where packages, pallets, drums, beams or other containers are stated to be returnable, they shall be returned in good order and condition at the Purchaser's expense to the destination named on Seller's invoice and the Purchaser shall notify Seller of the date of dispatch thereof. If any such package, pallet, drum, beam or container was charged for on delivery, credit will be given when it is received at the named destination in good order and condition. If the Purchaser fails within a reasonable period to return any such package, pallet, drum, beam or container in good order and condition, the Purchaser shall, if not so charged on delivery, be charged therefore at the Seller's standard rate.

11. SAMPLES

Any samples or shade cards supplied to the Purchaser shall be accepted by the Purchaser as supplied solely for information and as in no way importing any express or implied conditions or warranties as to quality, description, colour, fitness or merchantable quality of goods subsequently delivered and the Purchaser shall be deemed to have satisfied himself as to such matters prior to ordering the goods.

12. RECOMMENDATIONS

Whilst all written recommendations made by Seller as to the treatment of the goods are made in good faith and in the belief that they are correct, Seller shall have no responsibility whatsoever for any damage, liability, cost claim or expense suffered by the Purchaser or any third party through following such recommendations.

13. SPECIFICATION ALTERATIONS

Seller reserves the right to alter the specification of any goods without prior reference to the Purchaser, provided that the goods comply in all other known respects with the Purchaser's requirements.

14. QUANTITY VARIATIONS

Seller reserves the right to deliver against any order an excess or deficiency of up to 10% of quantity ordered. The goods invoiced will be the quantity actually delivered and shall include the weight of preparations and lubricants necessary for processing or further processing by the Seller and the Purchaser. Variation of less than 1% from invoice quantity in respect of any consignment shall be disregarded. The Seller shall be entitled to deliver the total quantity of any contract in containers of such varying weights and sizes as it may decide.

Short delivery in the invoice quantity of any product comprised in the goods shall only entitle the Purchaser to claim a proportionate adjustment in the purchase price. No claim respecting the goods may be made by the Purchaser if the goods have been mixed by the Purchaser with other goods or have been subjected to any manufacturing process by or on behalf of the Purchaser.

15. SUB-STANDARD/SURPLUS STOCK

Any goods sold as sub-standard or surplus stock shall be accepted by the Purchaser in their actual state and condition and neither the warranty given in Condition 6 hereof nor any other conditions or warranty whether express or implied, whether statutory or otherwise will apply thereto.

16. TRADE-MARKS/PATENTS

The supply of goods by Seller shall not confer any right upon the Purchaser to use any Seller's trade-mark without prior written consent of Seller and at all times such trade-mark shall remain the property of Seller. Neither does it imply any right to use any Seller's patent or any indemnity against infringement of third party patents.

17. ASSIGNMENT

The Purchaser shall not, without Seller's prior written, assign or transfer or purport to assign or transfer the contract to which these Conditions relate or the benefit thereof to any other person whomsoever.

18. INDULGENCE

No indulgence or forbearance extended to the Purchaser shall limit or prejudice any right or claim available to Seller.

19. CANCELLATION

If the Purchaser shall fail to make any payment when it becomes due or shall enter into any composition or arrangement with its creditors, or if being an incorporated company shall have a receiver appointed or shall pass a resolution for winding-up or a Court shall make an Order to that effect, or if not being an incorporated company, shall have a receiving order made against it or if there shall be any breach by the Purchaser of any of the terms or conditions hereof, Seller may defer or cancel any further deliveries and treat the contract of which these Conditions form part as determined but without prejudice to its right to any unpaid purchase price of goods delivered and to damages for any loss suffered in consequence thereof.

20. OPERATION OF LAW

These conditions shall be construed and the rights of the parties hereto shall be regulated by the Law of England.