

CONDITIONS OF TRADING

1. Terms of Quotation

All quotations are given and orders accepted by the Seller on the basis of the conditions of trading set out below to the exclusion of any conditions of trading which the Buyer may purport to impose.

2. Variation of Terms

No variation of these conditions shall be valid unless signed by a representative of the Seller duly authorised in that behalf.

3. Separate Contracts

Each order placed by the Buyer shall, on acceptance by the Seller, be treated as a separate contract. If there shall at any time be more than one contract in course of performance between the Seller and the Buyer, any question, dispute or difficulty which may arise in respect of one of such contracts, or the terms on which it may be settled shall not affect in any way the performance of other contracts nor shall the buyer be entitled to exercise in relation to any other contracts any right of set-off or counter-claim arising under one contract.

4. Cancellation

Orders may not be cancelled in whole or in part without the Seller's consent.

5. Terms of Payment

Unless otherwise agreed in writing, all prices are strictly net cash for payment by the end of the month following the month of invoice date.

6. Overdue Accounts

If any payment is in arrear the Seller shall be entitled (without prejudice to any other rights it may have) to suspend further deliveries until payment received, whether or not such deliveries are due to the same contracts or other contracts.

7. Risk and Property

- (a) Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer.
- (b) Subject to the above, all goods delivered by the Seller will remain the Seller's property until all debts owed to the Seller by the Buyer, including any balances existing, are settled. If any payments are overdue or the Buyer commits any act of bankruptcy or, if a limited company, satisfies any statutory ground for winding up by the court or voluntarily (other than for the purposes of amalgamation or reconstruction) then, without prejudice to any other remedies, the Seller may terminate any subsisting contracts with the Buyer and by its servants or agents enter the Buyer's premises to recover all goods in respect of which property has not passed.
- (c) Until the property has passed, the Buyer shall hold the goods as the Seller's bailee in a fiduciary capacity. The goods may be resold by the Buyer in the ordinary course of the business as the Seller's agent. The fiduciary relationship shall continue in respect of the proceeds of sale and must first be used to discharge the outstanding indebtedness to the Seller in priority to any other claims. The Buyer shall also assign to the Seller at its request any unpaid debts arising from such sales to third parties where property in the goods has not passed prior to the sale. The Seller shall pursue such debts and thereafter return to the buyer any monies recovered in excess of sums owing and its reasonable costs and expenses of pursuing the claim.

8. Delivery

- (a) Delivery dates quoted by the Seller are given in good faith but the Seller shall not be liable for failure to deliver on the specified date or dates.
- (b) If the contract calls for delivery in instalments each instalment shall be deemed to constitute a separate contract. Any defect in any instalment or failure to deliver any instalment shall not give the Buyer the right to cancel future deliveries.

9. Notification of Claims

- (a) The Seller shall be entitled to reject any claim for shortage or non delivery of goods unless such claims is notified in writing to the carriers or to the Seller within 7 days.
- (b) Claims for defective goods must be made within one month of delivery.

10. Shortages or Overages

The Seller reserves the right to deliver 10 per cent more or less than the contract quantity of goods. Any excess or shortage will be charged or deducted pro rata.

11. Limitation of Liability

If it is proved to the Seller's satisfaction that any material or workmanship in the goods is defective, the Seller will at its option, rectify, replace or give credit for the defective goods. As the conditions under which the goods are processed are outside the control of the Seller, the Seller's liability for defective goods shall normally be limited to the invoiced price, and will not cover any other expenditure incurred, or any consequential loss. It is the Buyer's responsibility to test the goods for processability, and advise the Seller of any situation which may give rise to a claim under this clause at the earliest opportunity.

12. Safety Instructions

If the Buyer requires any information or advice in connection with the safe use of goods at work, the Buyer should immediately contact the Company.

13. Force Majeure

Notwithstanding any other provision hereof, should the manufacture, processing, delivery or despatch of the whole or part of the goods be delayed, prevented, hindered or rendered uneconomic by any cause whatsoever beyond the Seller's control, the Seller shall be entitled either to cancel the contract or to postpone or suspend any delivery or deliveries under the contract until in the Seller's judgement such cause has ceased to operate. The Seller shall be under no liability in respect of any such cancellation, postponement or suspension. Without limiting the generality of the cause or causes referred to above, the same shall include war, fire, accident, breakdown or plan or machinery, strikes and lockouts (whether affecting the Seller's works or those of their suppliers or their carriers), shortage of or late or non-delivery or cost of any material.

14. Interpretation

Any contract between the Seller and the Buyer shall in all respects operate and be constructed as an English contract and be governed by English Law.