

## CHROMACOL LIMITED - CONDITIONS OF SALE

1. GENERAL - These terms and conditions apply in preference to and supercede any terms and conditions referred to, offered or relied on by the Seller whether in negotiation or at any stage in the dealings between the Seller and Buyer with reference to the goods to which this contract related. Without prejudice to the generality of the foregoing, the Seller will not be bound by any standard or printed terms furnished by the Buyer in any of its documents, unless the Buyer specifically states in writing separately from such terms that it intends such terms to apply and the Seller acknowledges such notification in writing.
  2. VARIATION - Neither the Buyer nor the Seller shall be bound to any variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf by a duly authorised representative.
  3. DESCRIPTION - The description of the goods has been given by way of identification only and the use of such description shall not constitute a sale by description.
  4. SAMPLE - Notwithstanding that a sample of the goods has been exhibited to and inspected by the Buyer, it is hereby declared that such sample was so exhibited and inspected solely to enable the Buyer to judge for himself the quality of the bulk, and not so as to constitute a sale by sample.
  5. FAULTY GOODS - Faulty goods will be replaced free of charge provided the Seller is notified of the defects, together with respective packing slips, within seven days after receipt of the goods, and if Seller's examination proves that such defect were due to faulty material or bad workmanship. No claim for expenditure upon them or for other consequential damage will be entertained.
  6. PACKING - Packing cases and packing materials are charged extra.
- THE BUYERS ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSE 8.
7. LIABILITY
    - a. No liability whatsoever shall be incurred by the Seller in respect of any representation made by the Seller or his agents to the Buyer or his agents before the contract was made where such representation related to or referred to in any way to
      - (i) the correspondence of the goods to any description or
      - (ii) the quality of the goods or
      - (iii) the fitness of the goods for any purpose whatsoever
    - b. No liability whatsoever shall be incurred by the Seller to the Buyer in respect of any express terms of the contract whether a condition, warranty or intermediate stipulation (including any liability arising from the breach of such term) where the said term relates or refers in any way to
      - (i) the correspondence of the goods to any description or
      - (ii) the quality of the goods or
      - (iii) the fitness of the goods for any purposes whatsoever
    - c. All implied terms, conditions or warranties statutory, common law or otherwise as to (i) the correspondence of the goods to any description or (ii) the fitness of the goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.
8. PRICE
    - a. In the event of considerable exchange rate variation, we reserve the right to alter our prices without prior notice.
    - b. Any variation to prices quoted as a result of government taxes and levies will be for the Buyers account.
9. PAYMENT
    - a. Payment for goods supplied under the contract is due 30 days after delivery unless other wise expressly agreed in writing.
- b. If payment of the price or any part thereof is not made by the due date the Seller shall be entitled:
    - (i) to charge interest on the outstanding amount at the rate of 4% per annum above the Midland Bank Base Rate accruing daily
    - (ii) to require payment in advance of delivery of undelivered goods
    - (iii) to refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery
    - (iv) to terminate the contract.
10. DELIVERY - Delivery is ex Seller's works, (parcel post costs normally being added), unless otherwise expressly agreed in writing, by any method of transport at the Seller's option.
  11. RISK - The risk in the goods will pass to the Buyer at the time of despatch from the Seller's premises so that they will be at the Buyer's risk during transit and thereafter. Without prejudice to the respective rights of the Seller and Buyer and claim for loss of goods shall be notified to the Seller within seven days after the date of despatch.
  12. TIME - The Seller undertakes to use its best endeavours to despatch the goods on the promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stipulated in writing.
  13. PROPERTY
    - I. For the purposes of Section 12 of The Sale of Goods Act 1979, the Seller shall transfer only such title or rights in respect of the goods as the Seller has.
    - II. Notwithstanding that risk in the goods has already passed to the Buyer, the Seller will remain the sole and absolute owner of the goods until such time as the Seller has received in cash or cleared funds payment of the price of the goods.
    - III. Until such time as property in the goods passes to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee, and shall keep the goods at the Buyer's expense properly stored and insured and shall also keep the goods separately from any other goods that the buyer has.
    - IV. The Seller shall be entitled to maintain an action for the price of goods notwithstanding that title in those goods has not passed to the Buyer.
  14. FORCE MAJEURE - if delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought in goods or components or any other cause beyond the reasonable control of the Seller a reasonable extension of time for delivery shall be granted and the Buyer shall pay such reasonable extra charges as shall have been occasioned by the delay.
  15. LAW - The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English courts. English law shall be the proper law of the contract.
  16. TIME CONDITIONS - For the purposes of Conditions 5, 10 and 12 time shall be deemed to be of the essence.