1 DEFINITIONS

"Branded goods" means the goods sold under a manufacturer's brand name (other than a brand name owned by the Seller);

"the Buyer" means the person, firm, company or organisation agreeing to purchase goods pursuant to these conditions;

"the Contract" means the contract for the sale and purchase of the goods;

"Delivery Point" means the point or address to which the Goods are delivered by the Seller on the Buyer's order form, or any other address as may be agreed between the parties;

"Delivery Time" means the contract and time quoted or agreed to by the Seller, that the Goods shall be delivered to the Delivery Point;

"Description" means the description of the Goods as set out in the Seller's current specification;

"Goods" means all goods sold pursuant to these conditions, whether raw materials, processed materials of fabricated products, including auxiliaries, consumables and packaging).

"Price" means the price for the Goods as delivered by condition 3.

2 BASIS OF SALE

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any order of the Buyer which is accepted in writing by the Seller, subject to these conditions which shall govern the Contract to the exclusion of any other conditions. No variation of the terms of these conditions shall be binding upon the Seller unless made in writing and signed by an authorised representative of the Seller.

3 PRICES AND PAYMENT

3.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted or where the price of the Goods is subject to alteration, the price listed in the Seller's published price list current at the date of acceptance of the order.

3.2 The price quoted by the Seller are based on full quantities specified by the Buyer and the Seller reserves the right to revise prices in the event of quantities being reduced for any cause.

3.3 The Seller reserves the right by giving notice to the Buyer at any time to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond its control and not limited to inflation, increased duties, significant increases in the costs of labour, materials or other costs of manufacture, changes in delivery charges to the extent such charges for the goods requested by the Buyer, changes to the normal route of or of the costs of carrying and transit, or any delay caused by any instructions of the Buyer not being followed or any incorrect or incomplete instructions.

3.4 The Seller shall be entitled to charge and receive, and the Buyer shall pay, all related costs and expenses (including without limitation storage and insurance).

3.5 The price of the Goods is exclusive of value added tax and all charges in relation to the Goods if the delay or failure was due to any cause beyond its reasonable control.

4 DEFECTIVE DELIVERY

4.1 Unless otherwise agreed in writing, delivery of the Goods shall be made by the Seller during business hours at the Delivery Point.

4.2 The Delivery Time is estimated and cannot be guaranteed. Time for delivery shall not be of the essence of the Contract.

4.3 The Buyer shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless written notice is given to the Seller within 14 days of the date on which the Goods were invoiced.

5 PAYMENT

5.1 The price of the Goods shall be inclusive of all expenses including without limitation equipment and manual labour for loading the Goods.

5.2 The Price shall be exclusive of any applicable value added tax and all charges in relation to the goods.

5.3 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

5.3.1 the Goods will be deemed to have been delivered; and

5.3.2 the Goods will be deemed to have been delivered and the Seller's responsibility shall cease at such time as the Goods are placed alongside the Seller's place of business without prejudice to the rights of the Seller in respect of such repudiation and (whether or not notice of such repudiation has been given) the Goods have been delivered but not paid for the price shall become immediately due and payable

5.4 The Buyer will provide at its expense at the Delivery Point adequate and appropriate facilities for the delivery of the Goods, and the Seller reserves the right to revise prices in the event of quantities being reduced for any cause.

6 PACKAGING

6.1 Good quality packaging shall be the responsibility of the Buyer. The Seller reserves the right to make an additional charge for any packaging specified as returnable and which is not returned in good condition.

6.2 The Seller reserves the right to use packaging similar to that of a reputable packaging company (without prejudice to its right to revise prices in the event of quantities being reduced for any cause).

7 WARRANTIES

7.1 The Seller guarantees that neither the Goods (other than Branded Goods) are sold with the benefit of the following warranties:

a) that they will in all material respects comply with the Description;

b) that the quality and performance of the Goods is such as is reasonably to be expected in all circumstances, and that when applied strictly in accordance with any directions for use given and with appropriate skill and expertise, be fit for the purposes for which they appear to be suited and intended by the Buyer; The term shall mean any warranty recommended by the relevant manufacturers in their current publications subject to any general or specific limitations or disclaimers given by them or the Seller.

8 LIABILITY

8.1 The warranties contained in condition 7 are subject to the following conditions:

8.1.1 the Buyer gives written notice of the defect to the Seller, within 14 days of the time when the Buyer discovers or ought to have discovered the defect; and

8.1.2 the Goods are returned to the Seller at the Buyer's expense;

8.1.3 the Seller has previously agreed in writing that the Buyer may return the Goods;

8.2.1 the Seller shall not be liable for a breach of any of the warranties above unless:

8.2.1.1 the Buyer gives written notice of the defect to the Seller, within 14 days of the time when the Buyer discovers or ought to have discovered the defect; and

8.2.1.2 the Goods are returned to the Seller at the Buyer's expense;

8.2.1.3 the Seller has previously agreed in writing that the Buyer may return the Goods;

8.2.1.4 the Buyer has obtained a surveyor's certificate in respect of the Goods confirming that the defect in the Goods was due to that (or any) defect in the Goods; and

8.2.1.5 the defect in the Goods was due to that (or any) defect in the Goods; and

8.2.1.6 the Buyer shall provide written evidence of the extent of the defect or damage.

8.2.2.1 the Buyer gives written notice of the defect to the Seller, within 14 days of the time when the Buyer discovers or ought to have discovered the defect; and

8.2.2.2 the Goods are returned to the Seller at the Buyer's expense;

8.2.2.3 the Seller has previously agreed in writing that the Buyer may return the Goods;

8.2.2.4 the Buyer has obtained a surveyor's certificate in respect of the Goods confirming that the defect in the Goods was due to that (or any) defect in the Goods; and

8.2.2.5 the Buyer shall provide written evidence of the extent of the defect or damage.

9 OTHER TERMS

9.1 The Goods are at the risk of the Buyer from the time of delivery.

9.2 Ownership of the Goods shall remain in the Seller until the Buyer has paid in full (in cash or cleared funds) all sums due to the Seller.

9.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:

9.3.1 hold the Goods on a fiduciary basis for the Seller's benefit;

9.3.2 protect the Goods in a suitable condition and in a safe place;

9.3.3 keep the Goods ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

9.3.4 on any such return the Buyer shall pay to the Seller all costs and expenses (including without limitation storage and insurance) incurred by the Seller in connection with such Goods.

9.4 The Buyer may resell the Goods before ownership has passed to it solely on the basis of the Seller's conditions.

9.5.1 The Buyer shall not be entitled to recover payment for the Goods notwithstanding that the Seller has previously agreed in writing that the Buyer may return the Goods.

9.5.2 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter and inspect the premises of the Buyer, including for the purpose of removing or taking possession of any Goods from the Buyer's premises.

9.6 The Buyer shall not be entitled to recover payment for the Goods notwithstanding that the Seller has previously agreed in writing that the Buyer may return the Goods.

9.7 The Seller shall not be liable for and the Buyer will indemnify the Seller against any indirect or consequential loss or damage, in respect of any delay in performing, or any failure to perform, any of the Seller's obligations arising therefrom however caused.

10 DEFAULT

10.1 In the event of the Buyer not paying the price for the Goods or any part thereof, the Seller shall be entitled to:

10.1.1 to suspend all or any part of the Contract until the price or the part of the price is paid;

10.1.2 to charge interest on the unpaid balance of the price at the rate of 8 per cent per annum above the base rate from time to time of National Westminster Bank Plc.; and

10.1.3 to take possession of the Goods at the Buyer's expense.

11 LAW

11.1 The Contract shall be governed exclusively by the laws of England and Wales and the Seller shall have the exclusive right to bring proceedings for the recovery of any monies due under the Contract and to enforce any of the Seller's rights hereunder. Any legal proceedings for the recovery of any monies due under the Contract shall be commenced in the courts of England and Wales or at such other place as the Seller may choose.

12 FORCE MAJEURE

12.1 Neither party shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations hereunder if and to the extent that such delay or non-performance is due to any cause beyond its reasonable control.