

Terms and Conditions of Sale of Goods
(The "Conditions")

These Conditions shall be incorporated in and form part of every contract for the sale by Polytech Liquid Polymers Limited (hereinafter called the '**Seller**') of any materials, machines or other goods (hereinafter called the '**Goods**') which shall be the subject of the contract between the Seller and the person's company or other organisation (hereinafter called the '**Buyer**') purchasing the Goods.

1. ACCEPTANCE OF ORDER

Save as otherwise agreed in writing all orders are accepted by the Seller subject to these Conditions of Sale which override any other terms or conditions stipulated or incorporated or referred to by the Buyer whether in the order or in any negotiations and so that these Conditions of Sale are the only terms or conditions upon which the Seller sells or supplies the Goods. The contract for the sale of Goods between the Seller and the Buyer (the 'Contract', which for the avoidance of doubt shall incorporate these Conditions of Sale) shall be deemed to have been made when the Seller issues an order confirmation in respect of the Goods ordered by the Buyer. Contracts for delivery by installments shall be deemed to be indivisible and no variation to these Conditions of Sale shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Conditions of Sale affects the liability of either party for fraudulent misrepresentation.

Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2. THE PRICE

The Seller may at any time before delivery increase the price of the Goods by notice to the Buyer. In such an event the Buyer may on receipt of such notices cancel the order for the Goods, but if delivery of the Goods is to be made by installments the Buyer shall be entitled to cancel only the undelivered portion of the order. No other remedy shall be available to the Buyer in respect of such variation in prices. If the Buyer shall not make any such cancellation the increased price shall apply to the contract except as regards those of the Goods already delivered when the increase is made.

The price of the Goods is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

Unless otherwise stated on the Seller's delivery note and/or quotation, the price for the Goods shall not include the Seller's costs of normal insurance and transport/delivery of the Goods. The cost of any packing insurance and transport/delivery shall be for the account of the Buyer and the Buyer must make its own arrangements with regard thereto unless agreed to the contrary by the Seller.

If the Seller's delivery note shall state that containers and/or packages in which the Goods are delivered are returnable to the Seller, such containers and/or packages shall be returned empty by the Buyer to the Seller's address stated on the delivery note in good condition, carriage paid, within three months of delivery; otherwise such containers and/or packages will be chargeable at replacement value and no credit will be due on containers and/or packages for which a charge shall have been made by the Seller.

3. PAYMENT

(i) Unless otherwise stated on the Seller's order confirmation, payment for the Goods shall be made not later than thirty days from the date of the invoice and payment shall be made in full without set-off or other deduction. Notwithstanding the above, the Seller may at any time require the Buyer to make payment in advance of delivery or to advance adequate security for the payment of all amounts due or to become due under the contract.

(ii) When payment is to be made by installments the failure of the Buyer to pay an installment in due time shall entitle the Seller to treat such failure as a repudiation of the whole contract by the Buyer and to recover damages for such breach of contract.

(iii) Without prejudice to the right of the Seller to payment in accordance with the terms of payment hereunder the Seller shall at its discretion have the right to charge interest at a rate per annum equal to whichever is the greater of (a) 4 per cent above the average base rate for the time being charged by the London Clearing Banks, and (b) the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date on which such sum becomes due for payment to the actual date of payment.

(iv) The Buyer shall indemnify and keep indemnified the Seller from and against any and all charges, costs (including without limitation legal costs and expenses), expenses and other liabilities whatsoever and howsoever incurred by the Seller or its agents as a result of any failure by the Buyer to make payment in accordance with the provisions contained in this Clause 3, including (without limitation) any costs incurred by the Seller or its agents in the collection of any monies due to the Seller.

4. DELIVERY

Unless otherwise agreed in writing between the Seller and the Buyer the following provisions shall apply:

(i) Property and Risk;

Upon delivery (see below), the Goods shall be at the Buyer's risk. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions of Sale, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due. Until such time as the 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 separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business.

Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

(ii) Delivery of the Goods shall be deemed to be effected:

(a) Where the Seller undertakes delivery of the Goods when the Goods pass over the bounding rail of the Seller's or seller's Agent's ship, lorry, carriage or other transport at the station, port or address specified by the Buyer.

(b) Where the Buyer undertakes delivery of the Goods when the Goods pass over the bounding rails of the Buyer's Agent's ship, lorry, carriage or other transport at the address of the Seller or at some other address as notified by the Seller to the Buyer

(c) Where the Buyer undertakes delivery of the Goods and fails to collect within fourteen days after the Seller has given the Buyer written notice that the Goods are ready for delivery and collection

(iii) All delivery dates and times are estimates only. The Seller shall not be liable for failure to deliver by such dates or times or for any damage or loss arising directly out of delay in delivery, nor shall the Buyer be entitled to refuse to accept the Goods because of late delivery.

(iv) If the Buyer fails to require delivery of the Goods when delivery falls due or refuses to accept delivery the Seller shall be deemed to have tendered and the Buyer to have refused to accept delivery and to have repudiated the contract and the Buyer shall pay all the carriage costs.

(vi) Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Seller shall be under no obligation under section 32(2) of the Sale of Goods Act 1979.

5. SHORTAGES AND DAMAGES AND/OR LOSS IN TRANSIT

(i) Unless otherwise agreed in writing between the Seller and the Buyer the Seller may deliver against any order an excess and/or deficiency up to 10 per cent of weight or volume ordered without any liability whatsoever to the Buyer save that the price shall be adjusted accordingly.

(ii) The Buyer shall inspect the Goods immediately upon delivery and shall promptly (but in any event within one day of delivery) give notice in writing to the Seller of any matter or thing by reason whereof it alleges that the Goods are not in accordance with the Contract, including any shortage or apparent damage. The Seller for the purpose of this sub-paragraph will not accept any delivery book or note marked 'Not Examined' or similar.

(iii) If the Buyer shall fail to give such proper notice as is required hereunder then the Goods shall be deemed in all respects to be in accordance with the contract and Buyer shall be deemed to have accepted the Goods.

(iv) The Goods in respect of which the Buyer makes any claim hereunder shall be preserved intact as delivered for a period of twenty-one days from negotiation of the claim within which time the Seller or its agents shall have the right to attend at the Buyers premises to investigate the complaint. Any breach of this condition shall disentitle the Buyer to any allowance in respect of his claim.

(v) Goods represented by the Buyer to be defective or not to conform to the contract shall if authorised by the Seller be returned and in the Seller's absolute discretion shall either be replaced or be credited. The Buyer shall not be entitled where the Goods are to be delivered by installments to cancel any undelivered balance of the order without the prior written consent of the Seller.

6. WARRANTY AND LIMITATION OF LIABILITY

(i) The Seller warrants that the Goods are of satisfactory quality and unless otherwise agreed are produced at the tolerance specified in the Seller's official literature in respect thereof. Save as aforesaid, all other conditions, guarantees or warranties whether express or implied by statute, common law or otherwise including (but without prejudice to the generality of the foregoing) conditions, guarantees or warranties as to quality, fitness for purpose or description of the Goods of their life or wear or use under any conditions whether known or made known to the Seller or not are hereby excluded.

(ii) Whilst utmost care is taken to ensure the accuracy of any information data and advice furnished to the Buyer such information and data shall not subject as provided in paragraph above be deemed to form part of the Contract and the Buyer shall at the time the contract is made be deemed to have carried out its own investigation and tests of the Goods.

(iii) Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit (whether direct or indirect) or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions of Sale.

(iv) The foregoing paragraphs 6 (i) to 6 (iii) inclusive shall apply save that if any Act of Parliament or any other statutory provisions for the time being in force shall avoid or make unenforceable any of the provisions thereof such paragraphs shall be deemed to apply with the exclusion of those provisions thereof which shall be void or unenforceable as aforesaid.

7. CANCELLATION OF ORDERS

Subject as herein provided orders for Goods may not be cancelled or suspended without the Seller's written consent. Any cancellation or suspension of any order is acceptable only on the express condition that the Seller shall be indemnified against any loss incurred wholly or in part by the cancellation or suspension.

8. FORCE MAJEURE

Notwithstanding anything to the contrary herein contained the Seller shall not be liable in any way for loss or damage arising directly or indirectly through or in consequence of delivery of the Goods being prevented or delayed by happenings or occurrences due to or by reason of mobilization, hostilities, acts of the King's enemies or war (whether declared or not), government action, departmental instructions or act of God, riots, combination of workmen, lockouts, strikes or disturbances wherever taking place, want of raw materials or

fuel in consequence of non-delivery or any other causes, want of transport, accidents, fire, flood, blocking of or accidents to aeroplanes, shipping or railway lines, failure of ships to sail at advertised time, reduction or stoppage of output at the works where the Goods are being manufactured through fire, flood, heat, frost, storm, tempest or intemperate weather, holidays, breakdown, accidents to machinery, late provision to the Seller, or any materials information or instructions pertinent to the fulfillment of the order for the Goods by the Seller, or any other causes or any circumstances whatsoever beyond the seller's control or any acts of third parties whether criminal or otherwise, and in these circumstances the Seller expressly reserves the right to cancel or suspend the whole or any part of any delivery.

9. INDEMNITY

The Buyer shall indemnify the Seller in respect of (1) any and all breaches of these Conditions of Sale and (2) all damages or injury occurring to any person, firm, company or property and against all actions, suits, claims, and demands, charges or expenses in connection therewith for which the Seller may become liable in respect of the Goods sold under the contract in the event that the damage or injury shall have been occasioned otherwise than by the negligence of the Seller.

10. DEFAULT

This clause shall apply if the Buyer shall commit any breach of these Conditions of Sale or if (1) the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986) or (2) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer or (3) the Buyer ceases, or threatens to cease, to carry on business or (4) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. In the event that any Goods are held by the Buyer on a consignment stock basis then if this clause applies the Seller may submit to the Buyer an invoice in respect of Goods which formed part of the consignment stock and which have been withdrawn by the Buyer from the consignment stock.

11. PATENTS AND TRADE MARKS

No presentation, warranty or indemnity is given by the Seller that the Goods do not infringe any letters patent, trade marks, registered designs, copyright or other industrial rights and in this respect the Buyer shall accept such title to the Goods as the Seller has.

12. ASSIGNABILITY

The contract of which these Conditions form part is personal to the Buyer who shall not assign the benefit thereof without the seller's written consent.

13. LAW & JURISDICTION

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales, save that any dispute relating to the nature or quality of the Goods shall be submitted, unless agreed to the contrary, to a mutually accepted technical expert or otherwise to such person as is nominated by a director of the Rubber and Plastics Research Association (on application by the Seller or the Buyer) whose opinion in relation to the nature or quality of the Goods shall be taken as conclusive.