

## Terms And Conditions

### Sale of Materials and Chemicals

#### 1. DEFINITIONS

1.1 In these Conditions the following expressions shall have the following meanings:

1.1.1 "Additional Items" means the following were incurred:

(i) Packaging costs under conditions 7.3;

(ii) Any taxes (including value added tax), duties or other charges levied by any governmental or other authority in respect of or by reason of the sale, delivery, export or import of the Goods or any part thereof but excluding taxes assessed on profits or gains;

(iii) Transportation costs under Condition 7.1 where the Customer has requested express, same day, overnight delivery or any other similar service or an additional £10 where the price payable (exclusive of Value Added Tax) is £30 or less;

(iv) Storage costs under Condition 7.4;

(v) The cost of samples under Condition 3.5;

1.1.2 "Contract" means the quotation, these Conditions of Sale, and any other document incorporated in a contract between the seller and the customer;

1.1.3 "the customer" means any person firm or company receiving a quotation from and/or placing an order with the seller;

1.1.4 "Delivery/Period" means 10 working days after the estimated delivery date;

1.1.5 "Goods" means all and every item of goods or part thereof supplied by the Seller and where relevant includes any work carried out by the Seller on items supplied by the Customer;

1.1.6 "Seller" means Sentrex Services UK Ltd and reference to the acknowledgement, consent, authority or agreement of the Seller shall mean acknowledgement, consent, authority or agreement in writing signed by a Director of the seller;

1.1.7 "Transgression" means any breach of contract or tort or any other act, default, omission or statement of the Seller, its employees, agents or subcontractors in respect of which the Seller is liable to the customer;

1.1.8 "Warranty Period" means 1 month from the date of delivery.

## 2. GENERAL

2.1 These Conditions apply to all contract for sale of Goods by the seller and supersede any previous Conditions of Sale published by the Seller. No additions or modification to or terms or conditions inconsistent with these. Conditions shall be binding upon the Seller unless agreed by the Seller in a document referring to a modification, alteration, variation or addition of or to the relevant Condition or Conditions.

2.2 All brochures, catalogues, price lists, samples, particulars or dimensions and other advertising or descriptive material submitted to the Customer are intended to be approximate only and to give a general impression of the Goods. Unless expressly incorporated the same shall or form part of the Contract. In particular, price lists are only of a limited duration and Customers should check the validity of any price lists in their possession before relying on them. The Seller reserves the right to make alterations to the design specification or source of manufacture of the Goods without prior notification to the Customer provided the Goods are of equivalent quality and perform the same function.

2.3 The Customer shall be responsible for complying with any legislation or regulations (of the United Kingdom or any other country) governing the export and import of the Goods into the country of destination (and any other country through which the Goods pass in transit) and for the payment of any duties thereon. The Customer shall fully indemnify the Seller against any fines, penalties, costs, claims, damages, losses and the expenses suffered by the Seller as a result of the Customer failing to comply with the Clause 2.3.

## 3. QUOTATION AND ORDERS

3.1 No contract for the supply of Goods will be created by the acceptance of a quotation or an order until the Seller acknowledges the order or commences work on the order.

3.2.1 The Seller may refuse to accept any order based upon a quotation if the quotation is open for acceptance in an unlimited period:

3.2.2 Where any order is based upon the standard price list of the Seller then, subject to Condition 3.3 the price shall be valid provided that delivery is to take place within 28 days from the date of order.

3.3 The Seller reserves the right to increase the price quoted per unit for Goods if the Customer orders less than the number of units upon which the quotation was based or if the Seller's supplier's price increase.

3.4 The Seller reserves the right to increase or decrease the number of items in the Goods to be supplied by a variation not exceeding 5 per cent and to make an appropriate increase or decrease (as the case may be) to the price.

3.5 Any samples submitted with the quotation or at the Customers request must be returned within 90 days of receipt and if not so returned the cost of samples be added to the Contract price or invoiced separately.

3.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to specification, which do not materially affect their quality or performance.

#### **4. PRICE, AND PAYMENT TERMS**

4.1 Unless otherwise stated any Additional Items shall be added to the price or may be invoiced separately.

4.2 Payment in full (without any deduction by way of set off or counter claim) for the Goods (and Additional items if any) shall be due and payable in POUNDS STERLING within 28 days of the date of the Seller's invoice.

4.3 The Seller reserves the right to charge interest at 4% above the Nat West PLC base lending rate for the time being on or any overdue payments until repaid in full.

4.4 The Seller reserves the right to recover from the Customer all direct expenses reasonably incurred by the Seller in the collection of any overdue sums.

4.5.1 Without prejudice to any other rights of the Seller, if there is reason to doubt that the amounts due from the Customer under the terms of the Contract will be paid in full according to the terms thereof, then the seller reserves the right to require payment in full before delivering or performing any other work or services whatsoever for the Customer;

4.5.2 The Customer shall indemnify the Seller against all losses sustained or extra expenditure incurred as a result of such a suspension of ordering, delivery or other work or services including a reasonable allowance for storage;

4.5.3 Where payment requested in accordance with this Condition is not received within 28 days of date of the invoice, the Seller reserves the right to sell or dispose of the Goods produced for the Customer and to recover any additional loss from the Customer.

#### **5. TITLE**

5.1.1 Legal ownership of the Goods is to remain vested in the Seller until both the Goods and any Additional items have been paid for in full, and until full payment has been received by the Seller under any other contract with the Customer for which payment is outstanding;

5.1.2 If the Customer obtains possession of the Goods prior to such payment, the Customer shall hold the Goods in a separate and identifiable form as bailee and fiduciary agent for the Seller;

5.1.3 Failure to pay the full amount when due shall give the Seller, or its employees or agents, the right to repossess the Goods (and enter the Customer's premises for that purpose if necessary) with or without notice and without liability and, at its option, to avail itself of any other legal remedy;

5.1.4 The Seller shall have the right to sell the Goods once they have been repossessed under this Condition.

5.2 Notwithstanding this Condition 5, the Seller shall be entitled to maintain an action for the price of the Goods and Additional items at any time after the date when payment is due.

5.3 The Customer may contract to sell the Goods to a third party in return for valuable consideration provided always that the Customer shall account in a fiduciary capacity to the Seller for the proceeds of sale (to the extent of the Customer's indebtedness to the Seller) keeping the same separate and identifiable from its other monies. The Customer's rights under this Condition

5.3 shall cease if an event specified in clause 9.1.1 occurs to the Customer.

5.4 If prior to payment in full being made the Goods become comingled with similar goods belonging to the Customer and/or any third party the Customer shall hold the Seller's proportion of the comingled Goods or their proceeds of sale on trust for the Seller. The Seller shall be treated as a tenant-in-common of the comingled goods and the Customer shall hold as trustee for the Seller's proportion and (if the comingled goods have been sold) pay to the Seller its due proportion of the proceeds of sale.

5.5 Where the Goods are attached to either buildings or plant machinery of the Customer, the Customer agrees that it is not its intention that the Goods thereby become fixtures and fittings or part of the plant or machinery, but the Goods shall remain as chattels and be severable from the buildings or plant or machinery.

## **6. PERFORMANCE AND FORCE MAJEURE**

6.1 The seller shall take reasonable steps to perform its obligations and deliver within the time specified, but such times are estimates only. The Seller shall not be liable for expenses losses or damages caused by late performance or delay in delivery and delays shall not entitle the Customer to rescind the Contract.

6.2 Without prejudice to the generality of Condition 6.1, the Seller shall have no liability for any expenses losses or damages caused by the delay or default in performance of any obligation caused directly or indirectly by breakdown or unavailability of plant or machinery, failure of supplies from the Seller's own suppliers or failure of supply or raw material, inability to obtain sufficient labour or sufficient skilled labour or any other cause or causes beyond the reasonable control of the Seller. If such cause or causes prevent delivery of goods within the Delivery Period either party may cancel the order on giving written notice to the other at least 5 days before the Seller may reasonably expect to complete the order without liability to compensate the other party for any loss or damage whatsoever sustained by reason of the non-delivery or non-acceptance of those Goods.

6.3 The Seller reserves the right to make part deliveries and to submit invoices for Goods supplied as part of an order.

6.4 The Sellers may substitute alternative Goods for those ordered by the Customer provided the alternatives are of equivalent quality and perform the same function.

## **7. RISK CARRIAGE PACKAGING AND STORAGE**

7.1 Where no specific instructions about the matter in which the Goods are to be delivered to the Customer or the delivery address are given, the Seller reserves the right in its absolute discretion to choose the means of carriage to the Customer and to direct the Goods to the Customer's last known business address. Any such specific instructions must be given to the Seller at the time or order and where such specific instructions are given the Seller reserves the right to charge for delivery.

7.2 In the case of sales where the Seller delivers directly or contracts directly with the carrier then the Seller will repair or (at its option) issue a credit note in respect of Goods lost or damaged in transit (other than by default of the Customer), provided that:

7.2.1 the customer specifies on the Carrier's Consignment Note details of such loss or damage; and

7.2.2 In respect of complete non arrival of all of the Goods comprised in the Contract notification is made to the seller within 7 days of the date of dispatch of the Goods (the date of despatch to be identified from the invoice) and separately to the carrier within the period stipulated by the Carrier's terms of carriage for claims against the Carrier; and

7.2.3 in respect of damage to all or part of the Goods or loss of part of the Goods comprised in the Contract notification is made to the Seller within 5 days of delivery of the Goods (which will normally be stated on the invoice) and separately to the Carrier within the period stipulated by the Carrier's terms of carriage for claims against the Carrier. On request, the Seller will inform the Customer of the name and address of the Carrier and any time limit for claims, stipulated by them.

7.3 If it is necessary to despatch Goods in crates, cases, pallets, stillage's or skids the Seller reserves the right to charge for packaging. The amount charged for packaging will be credited in full to the Customer if the packaging is returned in good condition at the expense of the Customer within 1 month of delivery.

7.4 Once the Goods are ready for delivery the Seller shall be entitled to invoice and be paid for the goods as if they had been delivered if for any reason the Customer does not arrange for or accept delivery. The Seller shall arrange storage for the Goods and the cost of storage shall be added to the Contract price.

7.5 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the customer in respect of any one or more instalments shall not entitle the customer to treat the Contract as a whole as repudiated.

## **8. TERMS AND REPRESENTATIONS**

8.1 THESE CLAUSES DEFINE THE CUSTOMER'S RIGHTS IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY THE GOODS OR FOR ANY STATEMENTS MADE BY THE SELLER THEIR EMPLOYEES OR AGENTS, CUSTOMERS ARE ADVISED TO READ THESE PROVISIONS CAREFULLY.

The Seller's prices are kept as low as practical and the circumstances of their business preclude full indemnity insurance being obtained at a price which would enable the Seller to sell Goods at a competitive price.

ACCORDINGALLY CUSTOMERS ARE ADVISED TO CHECK THAT THEY ARE COVERED BY INSURANCE AGAINST ANY LOSS OR DAMAGE THEY MAY SUSTAIN. THE SELLER DOES NOT INCLUDE ANY RESERVE FOR

### **POTENTIAL LIABILITY.**

8.2 The Seller agrees to repair or (at its discretion) replace or (at its discretion) issue a credit note in respect of Goods which are found to be defective (fair wear and tear expected) and which are returned to the Seller within the Warranty Period provided that each of the following are satisfied;

8.2.1 notification of any defect is given to the Seller immediately upon it becoming apparent to the customer;

8.2.2 the Goods have only been used under normal operating conditions and have only been subject to normal use;

8.2.3 the Goods are returned to the Seller's premises at the Customer's expense;

8.2.4 any Goods or parts of Goods replaced shall become the property of the Seller;

8.2.5 no work whatsoever (other than normal and proper maintenance) has been carried out to the Goods or any part of the Goods without the seller's prior written consent;

8.2.6 the defect has not arisen from design made, furnished or specified by the Customer;

8.2.7 the defect has not arisen from a design modified by the Customer.

8.3 The Seller accepts liability;

8.3.1 for death or personal injury to the extent that it results from the negligence of the Seller, its employees (whilst in the course of their employment) or its agents (in the course of the agency);

8.3.2 for any breach by the Seller of any statutory undertaking as to title, quiet possession and freedom from encumbrance. 8.4 Subject to Conditions 8.2 and 8.3 from the time of delivery of the Goods the Customer shall be responsible for any defect in the Goods or loss, damage, nuisance or interference whatsoever consequential economic or otherwise or wastage of material resulting from or caused by or to the Goods. In particular the Seller shall not be liable for any loss of profits or other economic losses. The Seller accordingly excludes all liability for the same.

8.5 No condition, warranty or other term, express or implied (by statute or otherwise) is given by the Seller that the Goods (whether or not the Seller or its employees or agents have recommended their use) are of any particular quality or will enable the Customer to attain any particular performance or result, or will be suitable for any particular purpose or use under specific conditions or will provide any particular capacity, notwithstanding that the requirement for such performance, result or capacity or that such particular purpose or conditions may have been known (or ought to have been known) to the Seller, its employees or agents.

8.6 .1 To the extent that the seller is held legally liable to the Customer for any single Transgression, the Seller's liability for the same shall not exceed the price of the order of which the defective Goods were a part of Ten Thousand Pounds (whichever is the lower) provided that a number of Transgressions, whether successive or concurrent, which together result in or contribute to substantially the same loss or damage shall be treated as a single Transgression;

8.6.2 The restriction of liability in Condition 8.6.1 shall not apply to any liability accepted by the Seller in Condition 8.3.

8.7 If any exclusion or limitation of liability or any other provision contained in the Contract is held invalid any applicable statute or rule of law, it shall to that extent be deemed omitted, but if the Seller thereby becomes liable for any liability which would otherwise have been excluded or limited, such liability shall be subject to the other exclusions limitations or provisions set out in Condition 8.

8.8 The Customer shall fully indemnify the Seller against all losses, damages, costs, actions, claims, demands, fees and other expenses (legal or otherwise) the Seller may incur in consequence of the Goods or Connected Goods being (whether in whole or in part and directly or indirectly) invoiced in a claim under the Consumer Protection Act 1987 except to the extent that the alleged defect in the product the subject of such claim was directly caused by an act or omission of the Seller

## **9. TERMINATION**

9.1 The Seller shall, at its option, be entitled by notice to terminate all or any of its contracts with the Customer forthwith and recover all expenses, losses and damage resulting to the Seller including (but without limitation to) loss of profit or other consequential loss if;

9.1.1 (a) the customer has a bankruptcy petition presented against him or a bankruptcy order is made;

(b) the customer makes or seeks to make any composition or arrangement with his creditors;

(c) the customer makes a proposal to his creditors for a voluntary arrangement or applies for an interim order (without the meaning of Section 286 Insolvency Act 1986);

(d) an encumbrancer takes possession of any of the Customer's assets, or any of the Customer's property is taken in execution or process of law;

(e) a petition is presented or an order is made or a resolution is passed for the winding-up of the Customer;

(f) a petition is presented or an order is made for an administration order to be made in relation to the Customer;

(g) the Customer's directors make a proposal for a voluntary arrangement with the Customer's creditors;

(h) The Customer is unable to pay its debts (within the meaning of section 123 Insolvency Act 1986);

(i) a receiver or administrative receiver is appointed over any of the Customer's assets; or

9.1.2 the Customer fails to make any payment owed to the Seller on the due date; or

9.1.3 the Customer fails to make payment in advance, when requested in accordance with Condition 4.5 above, within 7 days being requested to do so; or

9.1.4 the Customer fails to take delivery of or to collect the Goods within 14 days of being notified by the Seller that they are to be delivered or are ready to be collected, or

9.1.5 the Customer is in breach of the terms and conditions of any contract with the Seller (including breach of these Conditions) and shall fail to remedy the same within 21 days of notice specifying the breach and requiring remedy (if the breach shall be remediable).

## **10. NOTICES**

10.1 Any notice, consent, notification, acknowledgement, authority or agreement required or referred to in the Contract shall be;

10.1.1 In writing; and

10.1.2 given to the party for whom it is intended at such party's registered office or last known address; and

10.1.3 given by registered or recorded delivery post, telex, or telefax transmission and shall be deemed to have been received 5 days after the date of posting or 1 day after the date of transmission as the case may be.

## **11. JURISDICTION**

11.1 The Contract shall be governed in all respects by English Law and be subject to the sole jurisdiction of the English Courts.