

## ADTECH POLYMER ENGINEERING LIMITED – TERMS AND CONDITIONS OF SALE

### 1. ACCEPTANCE

- (a) The following conditions (“Conditions”) shall apply to the contract between us even if the terms of your order varies from these Conditions unless we agree otherwise in writing.
- (b) If subsequent to a contract in which these Conditions are incorporated any contract of sale is concluded with you in writing or orally or by a combination of these without express reference to these Conditions it shall, unless otherwise agreed, be a term of such contract that these Conditions of Sale apply to such a contract.

### 2. GENERAL DESCRIPTIVE MATTER

All specifications, drawings and particulars of weights and dimensions submitted by us are subject to change and descriptions and illustrations contained in our catalogue, price lists or other advertising matter shall not form any part of the contract.

### 3. PRICE

Prices quoted are ex VAT and hold good for 30 days, unless otherwise quoted in writing, after which they are subject to confirmation.

### 4. PAYMENT

- (a) Payment of our accounts on due date is a condition of contract.
- (b) Payment is due to us as from the (tax point) date notified on our invoice (2the Due Date”). However, 30 days from end of invoice month are allowed for receipt of payment. If instructions sufficient to enable us to despatch the goods are not received by us within 14 days after notification by us that they are ready for despatch, we shall be entitled to arrange storage either at our works or our option elsewhere on your behalf and all charges for storage, insurance or demurrage shall be payable by you. If any sums remain unpaid after 30 days from the end of invoice month then, without prejudice to any other rights we may have, you shall, if so requested by us, pay interest thereon calculated on a daily basis from the Due Date until payment at annual rate of 1% above the base rate of HSBC Plc prevailing at the date of payment.
- (c) We may withhold deliveries or cancel the contract for sale of goods if at the time of such delivery any sums due to us from you are outstanding.

### 5. DELIVERY

Unless otherwise specified in our quotation or tender the price stated is “ex-works”. If price includes delivery it shall be by any method of transport at our option. Unless otherwise specified we shall not be responsible for off-loading. In every case delivery is subject to suitable access being available.

### 6. TIME FOR DESPATCH

The suitable time for despatch or delivery shall run from the acceptance of your order or (where our tender or quotation constituted an offer the acceptance of which resulted in a binding contract) the receipt of written acceptance of our tender or quotation accompanied in either case by all necessary information and drawings to enable us to proceed with this order. The time for despatch or delivery shall be extended by a reasonable period if delay in despatch or delivery is caused by instructions or lack of instructions from you. Unless otherwise agreed in writing time of despatch shall not be of the essence of the contract unless and until

reasonable notice in writing has been given to us after default on our part making time of the essence.

### 7. LOSS OR DAMAGE IN TRANSIT

Where the price includes delivery other than at our works we will repair or at our option replace free of charge within a reasonable time all goods lost or damaged in transit, provided we are given notice of such loss or damage within seven days from the firm date of delivery notified by us to you for deliveries within the United Kingdom and fourteen days from the date of delivery notified by us to you for deliveries outside the United Kingdom.

### 8. PERFORMANCE

Unless any performance figures have been quoted by us and have been specifically warranted by us in writing we shall be under no liability for failure to attain such figures. Where figures have been specifically warranted they shall be subject to any tolerances specified or agreed to by us or, if none, to tolerances customary in the industry. If performance figures obtained on any test provided for in the contract are outside the acceptance limits you will be entitled to reject the goods but only after you have given us reasonable time and opportunity to rectify their performance. If you become entitled to reject the goods, any sums of money paid by you to us on account of the contract price will be repaid by us to you without interest. Save insofar as your stipulations are based on advice given by us in writing the responsibility for ensure that goods stipulated by you are sufficient and suitable for your purposes rest upon you.

### 9. TESTS

Our products are inspected and submitted to our standard tests before despatch. We shall be under no obligation to carry out any special tests not specified in our quotation or tender and where we agreed to carry them out we reserve the right to make a reasonable charge for them. If tests are to be carried out in the presence of you or your representative and you delay in attending such tests after having been given fourteen days notice that we are ready we reserve the right to proceed with such tests in your absence and they will be deemed to have been carried out in your presence.

### 10. SAFETY

Our specification relates to the provision of our usual guard and safety equipment and any other special items requested. If as the result of the coming into force after the date of our tender or where we have made no tender the acceptance of your order of any Act, Order, Regulation, or Bye-law or the discovery of any new health or safety requirement or precaution or for any other reasons additional protective or safety equipment or work should be required the cost thereof will form an extra to the tender or contract price.

### 11. DEFECTS

- (a) Any defects which under proper use appear in the goods within a period of twelve months after delivery and are due to fault materials, workmanship or design (other than a design provided or specified by you) shall be made good by us either by repair or at our option, by replacement, provided we are notified in writing immediately such defects appear and the goods or the effective parts thereof are returned to us carriage paid or where this is not practicable are made available for inspection by us. The repair or

replacement parts will be delivery by us free of charge as provided in Condition 5.

- (c) Our Liability under this contract shall be solely set out in this condition 11 and shall be in lieu of any obligation implied by law as to the quality or fitness for any purposes of the goods and, save as provided in this Condition, we shall be under no liability, whether in contract, tort or otherwise, in respect of any defects in the goods or for any loss or damage resulting from such defects or from any work done in connection therewith except for death or personal injury arising from our negligence and expect in such other circumstances where such exclusion would be absolutely prohibited by the Unfair Contract Terms Act 1977. Without prejudice to the generality of the foregoing exclusion we shall not in any circumstances be liable for any consequential loss or damage suffered by you including any loss of use, loss of contracts or loss of profits.

## 12. INDEMNITY

You will indemnify us in respect of any liability, loss, claim or proceeding whatsoever arising in respect of the death of or injury to any person or in respect of any damage to property caused by or arising from any of the goods or the use of any of the goods sold by us to you unless, in the case of death or personal injury only, such death or personal injury was caused by our negligence or that of our employees.

## 13. YOUR PROPERTY

We will take every reasonable precaution to safeguard the property entrusted to our care and in the absence of negligence by us we will not be responsible for the loss, damage or unauthorised use of the property.

## 14. YOUR INSOLVENCY

- (a) If you become bankrupt, enter into any arrangement with or compound with your creditors or a receiving or administration order is made against you or an order is made against you or a resolution passed for your winding up or a receiver or administrative receiver or manager is appointed over all or any part of your assets we may (without prejudice to any other rights or remedies available to us under Condition 15 or otherwise) stop any goods in transit to you and suspend further deliveries of goods until payment for such goods has been assured to our satisfaction.
- (b) In addition to any right of lien which we have by law we shall also have a general lien in the event if your insolvency or liquidation over all goods belonging to you then in our possession for the unpaid price of goods sold and delivered by us to you on the same or any other contract.

## 15. TITLE

The title to goods shall not pass to you until payment has been made of the full contract price and pending such payment you shall keep the goods separately from any other goods and clearly identifiable as belonging to us and in the event that the goods are sold prior to payment in full you shall pay the proceeds of sale into a separate, unencumbered bank account and we shall be entitled to enter your premises and repossess the goods or to trace the proceeds of sale.

## 16. FORCE MAJEURE

We shall not be liable for any delay or failure which is caused by any act, default, omission, or event which is unavoidable or beyond our control or that of our servants or agents including but without limitation any Act of God, transport delay, labour dispute, fire, flood, war, accident, any action or requirement of governmental authority, inability to obtain adequate labour, materials, manufacturing facilities or energy and if the delay or failure has continued for a period of [3] months then we may give notice in writing to you determining the contract and we shall then refund to you any payment made on account of the price of the goods after deduction of any amount due to us.

## 17. UNNAMED PRINCIPAL

You shall not contract for a named or unnamed principal without previously disclosing the fact and contracted accordingly.

## 18. VARIATIONS

You shall not be permitted without our consent in writing to make any variation of the contract. The contract price shall be adjusted to take account of any loss incurred by us as a result of any permitted variation or from any suspension of work due to lack of instructions from you. Agreed delivery schedules shall not be varied by either party without the written consent of the other and if varied the contract price shall be adjusted accordingly unless otherwise agreed.

## 19. COPYRIGHT MATERIAL

All estimates, designs, drawings, plans or models prepared by us for your information and the copyright therein remain our property. They must not in whole or in part be submitted to or copied or otherwise made use of by any other party without our prior written consent. You shall acquire no copyright in the design of the goods packages and literature and no right or licence (except as to the use for which the goods are supplied in each instance) shall be granted hereby whether express or implied.

## 20. NOTICES

Where a notice is required to be served on us by you or on you by us, such notice must be served in writing. Any notice to us shall be sent to Unit 40, Aston Down East, Stroud, Glos, GL6 8HX, and any notice to you shall be sent to the address given by you in your order or acceptance of our offer.

## 21. LAW

This contract shall be governed by the laws of England.