1. DEFINITION
In these conditions the following expressions shall, where the context so admits, have the following meanings:

‘overseas’ all countries other than the United Kingdom (as defined).

‘United Kingdom’ United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

‘the goods’ the goods which are the subject of this contract of sale or supply between us and the customer.

‘business day’ any day other than a Saturday, Sunday, or a day which is a public or Bank Holiday in the United Kingdom.

2. ACCEPTANCE AND VARIATION OF CONDITIONS
The following conditions and the provisions of the Sale of Goods Act 1979, as amended by the Sale and Supply of Goods Act 1994 and not inconsistent with them, shall apply to all our contracts with customers except to the extent that they are varied in writing in the express terms of the contract.

No alteration, variation, amendment of or addition to these conditions shall be valid unless made in writing and signed by one of our directors.

If the terms and conditions stated in the customer’s order are inconsistent with the conditions, or if they contain a provision purporting to override these conditions, our Sales Order acknowledging the customer’s order shall constitute a counter-offer. The contract shall come into being when the customer has accepted our counter-offer either expressly or impliedly. If the customer, after receiving our counter-offer, notifies us that it does not accept these conditions, then the formation of a contract shall be subject to negotiation.

The customer agrees that in entering into this contract it does not rely upon any express or implied representation made by any of our employees or agents or any representations made in any of our sales literature or literature by that person in which such representations shall not form part of the contract or a collateral contract. We reserve the right to change products and specifications at any time without notice. Images may or may not include optional equipment.

3. PRICES
We shall be entitled to take into account fluctuations in the cost of materials, components, labour and services, including services provided to us (such as gas, electricity, water etc.) at the date of despatch of the goods. Where a contract is for the sale of goods by a number of separate deliveries, we shall be entitled to take fluctuations in such costs into account up to the date of despatch of each delivery unless otherwise agreed in writing. Unless otherwise stated, freight and insurance will be charged to the customer at rates ruling on the day of despatch of the goods.

4. TAXES AND CUSTOMS DUTIES
The price shall be exclusive of any value-added, sales, excise, customs or other tax or duty payable on the sale of the goods, which shall be paid by the customer in addition to the price for the goods.

Any customs duties or other charges, fines or assessments whatsoever levied on overseas customers in respect of the goods on importation shall be borne by such customers.

5. QUANTITIES
Although we shall use our best efforts to supply the exact quantity of goods ordered, where the goods are liquid or powdered then the customer shall accept the supply of a quantity (whether more or less) within 5 per cent of the stipulated amount of its order. In such circumstances the invoice value of the goods shall be subject to a corresponding adjustment.

The prices quoted are for the quantities and despatch conditions stipulated in our Quotation and do not necessarily apply to other quantities or to different conditions of despatch.

6. DELIVERIES
6.1. Our request and at the cost (including insurance) of the customer, we may at our discretion, arrange transport to the customer’s premises;

6.2. The customer shall, at times agreed by us, either:
   6.2.1. collect the goods from our premises; or
   6.2.2. we agree to transport the goods to the customer’s premises, take away any of the goods;

6.3. the customer shall give us all necessary information and assistance to effect a delivery.

6.4. We may deliver by instalments in such quantities as we may reasonably decide. Each delivery shall be invoiced separately and shall be regarded as a separate contract. A breach affecting one delivery shall not affect any other, provided that for so long as payment for any delivery has become due and is unpaid, we shall not (without prejudice to our rights under condition 20) be liable pending payment to make any further delivery pursuant to the contract and the customer shall not be able to cancel any future instalment or repudiate the contract as a whole.

6.5. The customer shall take possession of the goods within any agreed delivery schedule and, without affecting any other of our rights, shall reimburse us for any costs incurred (by way of storage, insurance, transport or otherwise) as a result of any variation or delay in delivery caused by the customer.

7. DESPATCH DATES
7.1. Although we shall use reasonable efforts to meet our despatch forecasts, however such forecasts are estimates only and accordingly time for delivery shall not be of the essence. We shall not be liable for loss, whether direct, indirect or consequential, arising from delay in despatch.

7.2. The customer shall not cancel an order by reason of any delay in delivery.

7.3. In the case of orders for despatch overseas, despatch shall be conditional upon all necessary governmental or other consents governing the importation of goods into the country of destination being obtained by the customer and furnished to us prior to despatch.

8. WITHHOLDING OF DELIVERY
We shall be entitled without prejudice to any of our other remedies to withhold delivery of any goods if either:

8.1. any amount is outstanding and overdue from the customer in respect of any invoice issued by us; or

8.2. upon the invoicing of such goods, the customer’s credit limit (if any) with us would thereby be exceeded.

In determining the customer’s credit limit for such purposes the aggregate invoice value of all invoices issued to the customer by us and which are outstanding at that time, including unpaid accounts, shall be taken into account.

9. PASSING OF RISK
Risk shall pass on delivery of the goods to the customer.

10. PASSING OF OWNERSHIP
10.1. Notwithstanding delivery of the goods to the customer and/or the passing of risk in the goods to the customer, until we have received full payment from the customer for all goods delivered to the customer, the following terms shall apply:

10.1.1. The property in the goods supplied by us shall remain with us and the customer shall store the goods in such a way as to be identifiable as our property;

10.1.2. The customer shall keep the goods insured against all risks in their full replacement value and if requested by us shall execute an assignment in favour of us of all rights of the customer to claim against the insurers in respect of the goods covered by such insurance and shall join us in notifying such insurers of our interest in any policy effected thereunder;

10.1.3. Notwithstanding the provisions of condition 10.1.1. the customer shall have a licence to sell (by way of bona fide sale at arm's length) the goods supplied by us to the customer which licence may be immediately terminated by us at any time by giving the customer written notice thereof provided that (without prejudice to any other right of ours) such licence shall automatically terminate if the customer (being an individual) becomes bankrupt or if the customer (being a company) adopts a resolution for its winding up or if any petition is presented for the appointment of an administrator or a receiver or an administrative receiver is appointed in respect of any part of the customer's undertaking or assets or if the customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (or any re- enactment or further enactment thereof) unless we otherwise agree to the continuation of such licence;

10.1.4. Not Applicable

10.1.5. At any time after the termination of the above licence we may repossess the goods and for this purpose the customer grants to us an irrevocable licence to enter upon any premises of the customer, its servants or agents and to use such measures as may be reasonably necessary to gain access to such premises and recover possession of the goods.

10.1.6. Not Applicable

10.2. Nothing in this condition shall confer any right upon the customer to return the goods or to refuse or delay payment for them.

10.3. For the avoidance of doubt nothing in this condition shall be construed as creating a lien or charge or any other form of security over any property of the customer or any third party.

11. INSURANCE FOR OVERSEAS CONSIGNMENTS
Not Applicable.

12. DAMAGE IN TRANSIT AND NON-DELIVERY* (applicable in UK only)

Where the risk in the goods has not passed to the customer, we will accept responsibility:

12.1. for damage in transit (by repairing or at our option replacing the goods) provided that we are given written notice of such damage within such time and in such manner as will enable us to comply with the carriers conditions of carriage applicable to damage in transit and are given the opportunity to inspect the goods and on the condition that the customer shall make no further use of the goods and will not attempt to alter or repair the goods itself, and

12.2. for non-delivery (by our option recovering or replacing the goods within a reasonable time) provided that where we have received the customer of despatch of the goods we are given written notice of non-delivery within such time and in such manner as will enable us to comply with the carrier’s conditions of carriage applicable to non-delivery.

13. PAYMENT BY CUSTOMERS IN THE UNITED KINGDOM

Unless credit terms are otherwise stipulated or have previously been agreed by us in writing payment in full is due upon presentation of the invoice by cheque or by bank credit transfer in accordance with condition 14.2. below. Time for payment is of the essence.

14. PAYMENT BY CUSTOMERS OVERSEAS

14.1. Unless credit terms are otherwise stipulated or have previously been agreed by us in writing payment in full is due upon presentation of the invoice in the currency stated thereon.

Time for payment is of the essence.

14.2. Where we agree that payment may be made by irrevocable confirmed letter of credit, confirmation is required by a London clearing bank.

14.3. The customer must make payment without deduction, set-off or counterclaim whatever and all payment and transfer charges shall be borne by the customer.

15. FAILURE TO PAY

If the customer fails to make payment when due, the amount unpaid may, in our sole discretion, incur interest at the rate of 8 per cent per annum above the base rate of National Westminster Bank Plc from time to time from the date of the invoice to the date of actual payment (both before as well as after judgement).

In the event where an overdue account is referred to a collection agency and/or law firm the customer will be liable for all costs which would be incurred as if the debt is collected in full, including commission on collection of the additional costs and also including legal demand cost.

16. GENERAL LIEN

Without prejudice to any other remedies we may have in respect of unpaid debts due to us from customers we shall have a general lien on all such customers’ goods or property in our possession (whether worked on or not) and we shall be entitled on the expiration of 21 days’ notice in writing to the customer to dispose of such goods or property as we think fit and to apply any proceeds received towards such debts.
17. CONTAINERS
Any carboys, de-mountable tanks, drums, cases, boxes or any other type of packaging charged for by us must be paid for in full and carriage and all and any mountable tanks will only be re-purchased
by way of credit less a cleaning charge, if returned to us in a
reusable and uncontaminated condition within 6 months of the
date of delivery carriage paid. Failing this the credit will be
forfeited and the mountable tanks will become the
property of the customer. All other containers and
transportation equipment that accompany the goods shall
remain our property. We also reserve the right to charge for
containers rendered unfit for further use.

18. SUITABILITY AND FITNESS
18.1. Although we use every effort to ensure that all goods are
manufactured to specification and reasonably free from defects;
it is in all cases, including repeat orders, for the customer to
ensure by tests or otherwise, that the goods are fit and suitable
for the purpose for which the customer requires them in the
conditions in which they will be used. We accept no liability for
misuse of the goods or failure of the customer to carry out its
statutory obligations.
18.2. Any customer who claims that goods are defective as
regards materials or workmanship must give us written notice to
that effect within 7 days and if, requested by us, return the
goods to us properly packed, carriage paid within 14 days of
the date of receipt of the goods and in such notice give details of
the alleged defect.
18.3. We shall, in our sole opinion, replace goods or repair at one
of our factories goods that we accept, in our sole judgement, are
defective either as regards materials or workmanship provided that
they have not been tampered with or subjected to improper
treatment and provided that the defects are not as a result of
faulty design or incorrect specification by the customer. Goods
returned to us and replaced shall become our property.
18.4. Under no circumstances shall we be under any liability for
negligence or for any direct loss, damage or injury to the
customer (other than for death or personal injury caused by our
negligence) and our liability to the customer shall not under any
circumstances exceed the purchase price of the goods.
18.5. Under no circumstances shall we be under any liability for
any indirect, consequential or contingent loss, damage or injury
to the customer, howsoever arising.
18.6. We shall not under any liability in respect of any claim
made against the customer by any third party and the customer
shall indemnify us against any claims brought by third parties
against us relating to the goods.
18.7. For the avoidance of doubt, the warranty in clause 18.1
does not apply to damage caused through fire, accident, misuse,
neglect, incorrect storage and handling, incorrect adjustment or
repair, to damage caused by installation, adaptation, modification,
or use in an improper manner or inconsistent with the
technical and/or safety standards applicable in the country
where the goods are used, or to damage occurring during transit
to and from the customer. The warranty does not cover periodic
checks, maintenance, repair, and replacement of parts due to
normal wear and tear. Replaced or repaired goods shall carry a
warranty for the balance of the period remaining under the
original warranty. Replaced parts on goods shall become our
property.
This condition is in substitution for and (to the extent permitted
by English law) excludes all warranties, conditions and terms as
to satisfactory quality and fitness whether express or implied
and whether conferred by statute, common law or otherwise.

19. CONFIRMATION ORDERS
To avoid orders being duplicated, all purchase orders that are
merely confirmations of orders previously placed must clearly
indicate that fact, for example, by being prominently over-
stamped ‘Confirmation Order Do Not Duplicate’. We
reserve the right to treat any confirmation order that is not
so marked as a separate order.

20. CANCELLATION OR VARIATION BY CUSTOMERS
20.1. If the customer partly or completely cancels the given order
there will be a minimum cancellation charge of 40%, this may be
larger depending on any expenses incurred. It is obliged to
compensate us with all expenses, which have been reasonably
made with regard to the execution of this order; all this without
prejudice to our right to compensation because of loss of profit
or other damages resulting from the cancellation concerned.
20.2 For customised products if the customer partly or
completely cancels the given order there will be a minimum
cession charge of 80%, this may be larger depending on any
expenses incurred. It is obliged to compensate us with all
expenses, which have been reasonably made with regard to the
execution of this order; all this without prejudice to our right
to compensation because of loss of profit or other damages
resulting from the cancellation concerned.

21. CANCELLATION BY US
We shall be entitled to cancel the contract by written notice and
to suspend all future deliveries without prejudice to any other
rights that we may have if:
21.1. the customer shall go into liquidation or be declared
bankrupt
21.2. the customer shall have an administration order made
against it;
21.3. a distress or execution is levied or enforced upon any of
the property or assets of the customer and is not paid out or
discharged within 14 days;
21.4. an encumbrancer takes possession or a receiver is
appointed over the undertaking of the customer or any of its
property or assets;
21.5. the customer stops payment or ceases or threatens to
cease to carry on its business or to pay its debts as and when
they fall due.
22. FORCE MAJEURE
22.1. In case of force majeure we shall, without applying to the
courts, have the right to prolong the term of delivery of the goods
with duration of the force majeure, or to cancel the agreement,
so far not being executed, without in either case being liable
to pay compensation.
22.2. By force majeure is meant: any circumstance, independent
of our will, impeding fulfilment of the agreement temporarily or
permanently. Among other things as circumstances as meant
above are to be considered: restricting measures of the
authorities; epidemics; mobilisation; war; revolution; seizure;
interruption of the production: lack of raw materials, semi-
manufactured products, auxiliary materials and energy; non-
delivery, untimely or non-sufficient delivery by the company,
from which we obtain the goods; strike; fire with us or our
supplier.
22.3. We shall, in our sole opinion, replace goods or repair at one
of our factories goods that we originally sold by us or otherwise.

23. INTELLECTUAL PROPERTY
23.1. We accept no liability (to the extent permitted by English
law) for any claims made against a customer for any
infringement of patent, registered or unregistered designs,
copyright, trade names, trademarks or other intellectual
property rights of any third party in connection with the use,
possesion, resale or offering for resale of the goods either as
originally sold by us or otherwise.
23.2. Where we execute the order in accordance with the
customer’s designs, plans, specifications, data or software, the
customer warrants that it has the authority to supply and to
authorise us to use such designs, plans, specifications, data or
software, further the customer shall indemnify us against all
actions, losses, damages, expenses, costs or other liabilities
(including legal fees) arising from any claims made against us
for infringement of any third party’s patent, registered or
unregistered designs, copyright, trade names, trade marks or
other intellectual property rights arising therefrom.
23.3. Nothing contained herein shall be construed as, or operate
to grant, any licence to the customer in respect of any of our
existing or future patent rights, registered or unregistered
designs, copyright, trade names, trademarks or other intellectual
property rights.
23.4. No information contained within our technical and sales
literature or safety data sheets, including suggestions of uses,
should be taken as inducements to infringe any particular
patent.

24. SEPARATE DELIVERIES
We may deliver by instalments in such quantities as we may
reasonably decide. Each delivery shall be invoiced separately and
shall be regarded as a separate contract. A breach affecting one
delivery shall not affect any other, provided that for so long as
payment for any delivery has become due and is unpaid, we shall
not (without prejudice to our rights under condition 19) be liable
for any further delivery pursuant to the contract and the customer
shall not be able to cancel any future instalment or repudiate the contract as a whole.

25. PROPER LAW
The construction, validity and performance of our contracts shall
be governed by English law and by the non-exclusive jurisdiction
of the English courts.

26. HEADINGS
The headings to the paragraphs of these conditions are inserted
for convenience of reference only and shall not affect their
interpretation.

27. SEPARATE PROVISIONS
Each of the foregoing conditions or sub-clauses thereof is to be
constructed as a separate provision applying and surviving even
if for any reason one or other of the said conditions or sub-
classes thereof is held void or unenforceable in any circumstances.

28. WAIVER
The waiver by us of any breach of any of these conditions shall
not be deemed to be a waiver of any subsequent breach of that or any other condition hereof.

29. NOTICES
Any notices required to be served hereunder may be given by
first-class post to the parties at their registered office for the
time being or the last known place of business and any notice
so given shall be deemed served, in the case of UK customers,
48 hours after it has been posted and, in the case of overseas
customers, 5 days after it has been posted, and in proving such
service it shall be sufficient to prove that the notice was
properly addressed and posted as a pre-paid envelope.
Without prejudice to the generality and importance of all the
above Standard Terms and Conditions of Sale, we draw the
customer’s attention particularly to conditions 7, 9, 14, 15 and
23, which define certain of our contractual rights in the event
of non-payment.