

STANDARD CONDITIONS

1. Interpretation

"Company" means Rigal Chemical and Process Plant Limited (company number 1012336) whose registered office is Gravel Hill Lane, Whitley, Nr. Goole, E Yorkshire, DN14 0JJ.

"Contract" means the contract for the sale of the Goods comprising of the quotation of the Company and these Conditions;

"Customer" means any person, firm or company placing an order with the Company for the Goods;

"Goods" means New Goods and Non-New Goods, being those items or services which have been requested by the Customer to the Company and (where applicable) any design or other work undertaken with respect to the production or manufacture of those items;

"Incoterms" means the International rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date of the Contract; and

"New Goods" means Goods which have not been previously hired out, sold to or otherwise transferred to customers, and Non-New Goods shall be construed accordingly.

2. Basis of Sale

2.1 The Customer acknowledges that all quotations are given and all orders are accepted pursuant to the Conditions, which supersede any other conditions appearing elsewhere, and override and exclude any other conditions stipulated or incorporated or referred to by the Customer, and any course of dealing established between the Company and the Customer.

2.2 No variation to these terms shall be binding unless agreed in writing between authorised representatives of the Customer and the Company.

3. Price/Variation

3.1 All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company and/or the Company may (without giving notice to the Customer) transfer the specified Goods to another party.

3.2 Any tax or duty the Company may be required to collect or pay upon the sale of any Goods will be added to the quoted price and the Customer shall pay such tax or duty at the prevailing rate at the relevant time.

3.3 Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in writing between the Customer and the Company, all prices are given by the Company on an "ex works" basis (as defined in Incoterms), but where the Company agrees to transport the Goods away from the Company's premises, the Customer shall be liable to pay the Company's associated charges including transport, packaging and insurance.

3.4 The Company reserves the right by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase to the cost to the Company which is due to any change in delivery dates, quantities or specifications for the Goods requested by the Customer or any delay caused by the Customer or any delay caused by the Customer for any variations to the Contract.

4. Payment

4.1 Except as otherwise set out in our quotation, payment for the Goods shall be made on a pro forma basis at least 7 days prior to despatch unless the Customer has an account with the Company in which payment shall then be made within 30 days of the date of the Company's invoice. The time of payment shall be of the essence of the Contract.

4.2 If the Customer fails to make payment on the due date, the Company shall be entitled to (without limitation):

- (a) cancel the Contract or suspend further production, manufacture or delivery of the Goods to the Customer;
- (b) appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the parties) as the Company may think fit;
- (c) forfeit any discount which had been expressly agreed between the parties;
- (d) charge the Customer interest on all sums due at the rate of 5% per annum above the base rate of the Company's bank from time to time until payment is received (whether before or after judgment);
- (e) (subject as provided by a court) charge the Customer all legal and fees incurred by the Customer in recovering the monies due; and
- (f) dictate that all payments in future for the Goods are made at least 7 days prior to delivery of the Goods and these Conditions shall be varied accordingly.

4.3 Any deposit paid by the Customer shall be non-refundable. The Company shall not be obliged to repay the deposit element of any payments made whether or not the Contract is subsequently cancelled or terminated in accordance with these Conditions and whether or not the Company exercises its rights under clause 6.3(e)

- 4.4 If:
- (a) the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes the subject of an administration order or goes into liquidation; or
 - (b) a receiver or administrative receiver is appointed over any of the assets of the Customer; or
 - (c) the Customer ceases to carry on business; or
 - (d) the Customer breaches any of these Conditions; or
 - (e) the Company reasonably apprehends that any of the above events are about to occur; or
 - (f) the Customer's credit rating is not considered acceptable to the Company;

the Company (without limitation) shall be entitled to cancel the Contract and suspend further deliveries, and if the Goods have already been delivered (but not paid for) the price shall become immediately due and payable.

5. Orders/Specifications

5.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company.

5.2 The Customer shall be responsible for ensuring the accuracy of any order (including any applicable specification) submitted to the Company.

5.3 No order which has been accepted by the Company may be cancelled by the Customer except with the written agreement of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), damages, costs and expenses incurred by the Company as a result of the cancellation.

5.4 If the Goods are to be produced or any process to be applied to the Goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification.

5.5 The Customer is responsible and accepts full liability for the use of the Goods including the processes employed in connection with such use and the products manufactured thereby.

5.6 The customer is responsible for ensuring that the Goods are set, used, cleaned and maintained in such manner as is necessary to avoid injury or risk to health of any person and that all persons using, cleaning and maintaining the Goods are provided with the necessary training and information to enable them to do so safely and the Customer shall indemnify the Company against all claims and civil liability arising therefrom.

5.7 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or other requirement. The Customer will be responsible for paying all costs incurred in proving that the Goods conform with any applicable statutory or other requirement, such costs to be separately invoiced.

6. Delivery

6.1 Delivery is deemed to take place at the Company's premises at the time stated by the Company for delivery in its quotation or otherwise (when the Goods shall be ready for collection or distribution).

6.2 Where it is agreed that, following delivery, the Company shall transport or arrange for transportation of the Goods to the Customer's site:

- (a) the Company will use its reasonable endeavours to get as near to the site as is permitted by safe and adequate routes (if it is transporting the Goods itself);
- (b) the Customer will be required to unload the Goods without delay and, in so doing, provide suitable stacking material if so required;
- (c) the Customer will be responsible for advising the Company of local traffic regulations regarding restrictions on unloading;
- (d) the Company reserves the right to either decline, or to make an extra charge, for carriage and unloading outside normal working hours;
- (e) notwithstanding the provisions of this clause, the Customer will comply with any third party's conditions of carriage (if applicable).

- 6.3 If the Customer fails to collect the Goods at the time of delivery (including failing to provide what the Company considers to be adequate transport to convey the Goods), or fails to give the Company adequate instructions for transportation at the time stated for delivery, or otherwise breaches any provisions of clause 6.2, the Company may (as appropriate and without limitation):
- (a) store the Goods until such time and charge the Customer for reasonable transportation and storage costs (including insurance); or
 - (b) require the Customer to provide alternative transportation arrangements without delay; or
 - (c) require the Customer to pay all costs incurred by the Company in endeavouring to effect delivery or in unloading the Goods at the Customer's premises; or
 - (d) require the Customer to make payment in full for the Goods without delay; or
 - (e) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for any excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- 6.3 The Goods will be deemed to have been accepted by the Customer with effect from delivery, although the Customer is entitled to examine the Goods (upon request) prior to delivery.
- 6.4 Delivery dates are entered into in good faith but are estimates only and the time of delivery shall not be of the essence of the Contract. In no circumstances shall the Company be liable to compensate the Customer in damages or otherwise for non-delivery or late delivery of the Goods for whatever reason or for any loss consequential or otherwise arising as a result.
- 7. Risk and Passing of Property**
- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery, notwithstanding that the Company may agree to transport the Goods away from its premises.
- 7.2 The property in the Goods shall not pass to the Customer until delivery has been effected and the Company has received in cash or cleared funds payment all sums due or owing to the Company by the Customer on any account.
- 7.3 Until such time as title to the Goods passes to the Customer:
- (a) the Customer shall ensure that the Goods are properly stored, protected, clearly identified as the Company's property, and insured with a reputable insurance company for their full value (with effect from delivery) and shall ensure that the Company's interest in the Goods is noted on the policy;
 - (b) the Customer is not to resell or hire or part with possession of the Goods nor to pledge the Goods nor allow any lien to arise nor move the Goods to another of its premises;
 - (c) the Company shall be entitled to require the Customer to deliver up the Goods and, if the Customer shall fail to do so, enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 8. Warranties and Liability**
- 8.1 Unless the Company has stipulated otherwise, and subject to this clause 8, the Company warrants that the New Goods (and only the New Goods) will correspond with the relevant specification of the Company and will be free from defects in material and workmanship for a period of 12 months from the date of delivery.
- 8.2 This warranty is given by the Company subject to the fact that the Company shall be under no liability:
- (a) in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer; or
 - (b) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, incorrect movement installation or erection, failure to follow the Company's instructions (whether oral or in writing), misuse, alteration, or repair of the Goods made without the Company's approval and/or by persons other than as stipulated by the Company; or
 - (c) under the above warranty (or any other warranty condition or guarantee) if the total price of the Goods has not been paid by the due date for payment; or
 - (d) in respect to parts, materials or equipment not produced by the Company.
- 8.3 Subject as expressly provided in clause 8, all warranties, conditions or other terms implied by statute or common law are excluded except any implied by law which by law cannot be excluded.**
- 8.4 If the Customer does not notify the Company within the warranty period, the Customer shall not be entitled to reject the New Goods and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Goods had been delivered pursuant to the Contract.
- 8.5 Where any valid claim is notified in accordance with clause 8, the Company shall be entitled to replace the New Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the New Goods (or a proportionate part of the price), but the Company shall have no further liability to the Customer.
- 8.6 Except in respect of death or personal injury caused by the Company's negligence, or where exclusion or limitation of liability is otherwise prohibited by law, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or any duty at common law or under the terms of the Contract, for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer and the entire liability of the Company with respect to such shall not exceed the price of the Goods.
- 8.7 For the avoidance of doubt, the Company does not warrant, represent or undertake that the Goods are millennium compliant and consequently, without limitation, the Company does not warrant, represent or undertake that the performance or functionality of the Goods will not be affected by dates prior to, during or after the year 2000. The Company shall not be liable under the Contract or otherwise for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or in connection with the Goods failing to be millennium compliant.
- 9. Force Majeure**
- 9.1 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform, any of the Company's obligations in relation to the Goods so long as the delay or failure was due to any cause beyond the Company's reasonable control including (without limitation to the generality of the foregoing):
- (a) act of god, explosion, flood, tempest, fire or accident;
 - (b) war or threat of war, sabotage, insurrection, civic disturbance or requisition;
 - (c) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind whatsoever;
 - (d) strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of the Company or of any third party);
 - (e) difficulties in obtaining raw materials, labour, fuels, parts, machinery, design or mouldworks;
 - (f) power failure or breakdown in machinery.
- 10. Indemnity**
- 10.1 The Customer shall indemnify the Company in respect of any damage, injury or loss occurring to any person or property and against all actions, claims, demands, charges or expenses in connection therewith arising from the condition or use of the Goods in the event and to the extent that the damage injury or loss shall have been occasioned partly or wholly by the Customer or its servants or agents, or any third party, or by any breach by the Customer of its obligations to the Company hereunder.
- 11. Miscellaneous**
- 11.1 Any notice required or permitted to be given by either party to the other under these terms shall be in writing, addressed to that other party at its registered office or principal place of business and such notice shall be deemed effectively given on the day when in the ordinary course of business it would first be received by the addressee during normal business hours.
- 11.2 The exercise by the Company or the Company's decision not to exercise any right conferred on it by these terms shall be without prejudice to the Company's future exercise of any other such right or the exercise of the right which it earlier determined not to exercise and no waiver by the Company of any of the Customer's obligations shall release the Customer from the performance of its remaining obligations.
- 11.3 The Customer shall not assign any benefit under the Contract without the consent in writing of the Company.
- 11.4 The Customer shall not be entitled to the benefit of any set-off.
- 11.5 The Company reserves the right to use and produce photographs editorial material or any other form of advertising/marketing material relating to the Goods it has supplied pursuant to the Contract.
- 11.6 These Conditions and the Contract shall be construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.