

CONDITIONS OF SALE

Chemisphere UK Ltd (otherwise 'Chemisphere UK' or 'The Company')

- 1) Prices detailed in Chemisphere UK quotations and price lists published from time to time are subject to alteration without notice. Chemisphere UK reserves the right to invoice goods and services at the prices that apply at the date of delivery including the event where part orders are completed subsequent to any alteration.
- 2) Chemisphere UK products are guaranteed to be in good condition when leaving the factory or warehouse.

Credit will be allowed at invoice price or replaced or repaired free of charge at our sole discretion for any items that are damaged or defective upon receipt by the first direct purchaser from Chemisphere UK provided that they have been properly handled and stored with ordinary commercial care. The foregoing is given in lieu of all conditions or warranties of every kind whether express or implied by law or otherwise all of which are hereby expressly excluded and no liability is accepted for damage or loss of any kind whether caused by negligence or otherwise and whether direct or consequential.
- 3) Chemisphere UK is not liable for delays or non-delivery caused by Acts of God or the elements, strikes, lock-outs, riot, war conditions, accidents, act of civil, military or government authority, delays in transit, transport shortages, embargo, fires or any like or unlike causes beyond its control.
- 4) Chemisphere UK reserves the right at any time and without explanation to withhold credit facilities or supplies or to limit such credit or supplies.
- 5) Approved monthly credit account payment terms are 30 days from end of month of invoice and will be strictly enforced unless previously varied by an authorised official of the The Company in writing, e.g. by letter, quotation, fax, e-mail, or stated on delivery note or job card and authorised. Any discounts are conditional upon strict adherence to the payment terms and failure to meet the payment terms will incur loss of discount adjusted by supplementary invoice(s). From time to time the Company might provide free product as a promotional incentive or in lieu of discount. In such instances the free product may be exchanged for alternative product of similar value; it may not be redeemed for money or credit. Late payment is also subject to an interest charge of two and a half percent per month or part thereof on all overdue accounts together with all costs associated with recovery of the debt including but not limited to the preparation and serving of documents, court costs, fees for solicitors, barristers, bailiffs and debt recovery agencies. In the event that payment is received by cheque that is dishonoured by the Buyer's Bankers an administrative charge of £25 will be invoiced and due immediately for payment upon each occurrence.
- 6) In the event of delayed delivery being attributable to acts or omissions of the Buyer, Chemisphere UK reserves the right to charge the Buyer any additional amounts payable to carriers for demurrage, detention, redelivery, unloading, excess freight or other additional expenses.
- 7) Any form of packages, including containers, charged for by us must be paid for, but returnable packages returned to us in good condition and order, carriage paid if applicable, will be credited in our next account. The Buyer shall be responsible for loss in transit of the seller's returnable empties in the event of Chemisphere UK not having received advice of their return within two days of their dispatch.
- 8) Claims for loss or damage of goods in transit cannot be considered unless notified to Chemisphere UK and to the carriers within three days of delivery to the Buyer and upon condition that the goods were received and signed for as "Not Examined".
- 9) Should the Buyer consider there to be reasonable cause to dispute the Company's invoice, such dispute must be communicated to The Company in writing within fourteen days of receipt of the invoice or twenty-one days of posting whichever is the sooner. Failure to comply with this procedure will render the invoice payable within the stipulated credit terms.
- 10) Chemisphere UK products are designed for specific applications and conditions. Whilst every endeavour is made for the suitability of goods supplied, no guarantees or warranties are given by Chemisphere UK of the suitability of the goods for any particular purchase.
- 11) All orders are subject to acceptance by Chemisphere UK at its Kettering Sales Office and only consignment to carrier will constitute acceptance of order. Any order may be accepted in part only by Chemisphere UK in the event and to the extent that any of the products ordered are in short supply or unavailable.
- 12) Contracts and orders may not be cancelled by the Buyer without our written agreement and will only be provided upon terms and conditions which fully indemnify us against all losses. Goods returned to us with our permission will be subject to a restocking charge of fifteen per cent of their invoice value. Goods made to special order cannot be cancelled.
- 13) Descriptions of size, weight and volume of any of the Seller's products referred to in the Seller's quotations, invoices or any list are nominal only in accordance with normal trade usage and Buyers must accept variations due to manufacturing processes or natural weight or volume loss.
- 14) The Company is constantly looking to improve its products and services and reserves the right to amend formulae, appearance and packaging without prior notice.
- 15) No trade marks of Chemisphere UK may be used in relation to products without Chemisphere UK's prior written consent either:
 - a) after such products have been incorporated into any other material, or
 - b) if the cartons (or other immediate packaging) in which such products are sold by Chemisphere UK have been opened, altered, or damaged in any way.
- 16) Equipment supplied by Chemisphere UK on hire or free on loan is conditional upon the right of the Seller to enter the Buyer's premises and remove such equipment without prior notice and will not be responsible for any losses of any kind suffered by the Buyer howsoever caused.
- 17) Equipment supplied by Chemisphere UK on hire or free on loan is conditional upon the right of the Seller to charge the Buyer for the full replacement cost or cost of repair of the equipment if it is damaged or faulty except where caused by 'fair wear and tear'.
- 18) Notwithstanding any other provision hereof, title to all goods and services supplied to the Buyer by the Seller shall remain with the Seller until the Seller has received payment in full for all sums due and owing on any account by the Buyer. Risk of damage to or loss of the products shall pass to the Buyer at the time of delivery.
- 19) These conditions shall be construed in all respects in accordance with English Law and the Buyer hereby submits for the purposes of any proceedings to the jurisdiction of the English Courts.
- 20) No employee or agent of The Company or its associated companies is authorised to change any of the above terms.
- 21) These conditions cancel all previous Conditions of Sale issued by the Company and remain in force until revised by the Directors of The Company. E & O E.