

BONAPRENE PRODUCTS LIMITED

CONDITIONS OF SALE

CLYWEDOG ROAD SOUTH, WREXHAM INDUSTRIAL ESTATE, WREXHAM LL13 9XS
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1. DEFINITIONS

"The seller" means Bonaprene Products Ltd.
"The Purchaser" means the person, firm or company to be supplied with the Goods by the Seller.
"Goods" means the goods, materials and/or other items supplied pursuant to the Contract
"The Contract" means the contract of sale and purchase of certain goods made between the Seller and the Purchaser to which these Conditions shall apply and which shall include any order issued thereunder.

2. SCOPE

These conditions shall prevail over any inconsistent term or conditions referred to in the purchaser's order or in correspondence or elsewhere unless specifically agreed to in writing by both parties and any conditions or stipulations to the contrary are hereby excluded or extinguished.

3. QUOTATIONS

Quotations by the seller shall not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to acceptance of the Purchaser's order.

4. PRICES

The prices payable for the Goods shall be those charged by the Seller at the time of despatch so that the Seller shall have the right at any time to revise quoted prices to take account of increases in costs including (without limitation) costs of acquisition of raw materials and of carriage.

5. TERMS OF PAYMENT

Payment of invoices shall be made in cash sterling at Wrexham by the last day of the month following delivery of the Goods. The Seller shall have the right to charge interest on overdue accounts at the rate of 3% above Svenska Handelsbanken AB base rate from time to time to run from the due date for payment thereof until receipt by the Seller of the full amount whether before or after judgement.

6. DELIVERY

- 6.1 Time not being of the essence of the Contract delivery dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect. The Seller shall not be under any liability to the Purchaser in respect of any delay in delivery howsoever arising.
- 6.2 In the event of the Purchaser returning or failing to accept any delivery of the Goods in accordance with the contract the Seller shall be entitled at his option either to deliver and invoice the Purchaser for the balance of Goods then remaining undelivered or to suspend or cancel further deliveries under the contract.
The Seller shall be entitled to store at the risk of the Purchaser any Goods which the Purchaser refuses or fails to accept and the Purchaser shall pay all costs of such storage and any additional costs of carriage incurred as a result of such refusal or failure.
- 6.3 Subject to the provisions of clause 6.4 (where appropriate) the Goods shall unless delivered by the Seller's own transport or by a carrier on behalf of the Seller be deemed to have been delivered and risk to have passed to the Purchaser upon their transfer to the carrier named by the Purchaser or (in the case of delivery 'ex-works') upon the Seller notifying the Purchaser that the Goods are available for collection.
- 6.4 In any case where Goods are sold CIF or FOB or on the basis of any other international trade term the meaning of such term contained in Incoterms (1953) shall apply as if expressly incorporated herein except insofar as any part of the same may be inconsistent with any of the provision contained in these Conditions.
- 6.5 In the case of any sales of Goods FOB the Seller shall be under no obligation to give to the Purchaser the notice specified in Section 32(3) of The Sale of Goods Act 1979.
- 6.6 In the case of the Contract or any order involving more than one delivery if default is made in payment on the due date the Seller shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.

7. TITLE

- 7.1 Notwithstanding delivery and passing of risk in the Goods title to the Goods shall pass to the Purchaser upon payment in full of the invoice price and ownership of the goods shall remain with the Seller until the Seller has received in cash or cleared funds payment in full. The Seller reserves the right to dispose of the Goods until payment in full for all of the Goods has been received by the Seller in accordance with the terms of this contract.
- 7.2 Until such time as the property in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Sellers fiduciary agent and bailee, and shall keep the Goods separate from those of the Purchaser and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Purchaser shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Purchaser and third parties and, in the case of tangible proceeds, property stored, protected and insured.
- 7.3 If such payment is overdue in whole or in part the Seller may without prejudice to any of its other rights recover or re-sell the Goods or any of the Goods and may enter upon the premises of the Purchaser or any third party where the goods are stored by its servants or agents for that purpose.
- 7.4 Such payments shall become due immediately upon the commencement of any act, claim, demand or proceeding in which the solvency of the Purchaser is involved as referred to in Clause 13.1.

8. VARIATIONS

The Seller shall be deemed to have fulfilled his contractual obligation in respect of any delivery notwithstanding the fact of the quantity delivered being up to ten per cent more or less than the quantity specified in the Contract and in such event the Purchaser shall pay for the actual quantity delivered.

9. SPECIFICATIONS BY THE PURCHASER

- 9.1 The Purchaser shall indemnify and keep indemnified the Seller against all claims costs damage and expenses incurred by or for which the Seller may become liable as a result of the carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of the Purchaser involving any infringement or any intellectual property right vested in another person, firm or company.
- 9.2 The sale of Goods shall not by implication or otherwise convey any licence under any patent relating to the product of compositions thereof and the Purchaser expressly assumes all the risks of patent infringement by reason of the Purchaser's use or sale of the Goods singly or in combination with other materials or in any processing operation whatsoever.
- 9.3 The Purchaser warrants that any design or instructions furnished or given by him shall not be such as will cause the Seller to infringe any letters patent, registered design, trade mark or trade name in the execution of the Contract.
- 9.4 The Seller reserves the right to make any changes in specification of the Goods which are required to conform to any applicable safety or other statutory requirements, or where the Goods are to be supplied to the Suppliers specification, which do not materially affect their quality or performance.

10. LIABILITY

- 10.1 The Seller shall not be liable for any shortage in quantity delivered nor from any defect in the quality nature or condition of the Goods nor for the failure of the Goods to comply with any specification unless a claim in writing shall have been lodged with the Seller by the Purchaser.

- (a) In the case of shortage, within three days of delivery and
- (b) In the case of defects, within seven days of delivery

In this respect the Purchaser is obliged to check the quality, safety and all other properties of the Goods and to hold the Seller harmless against any claims and in the event no such claim is lodged the Purchaser shall not be entitled to reject the Goods and the Purchaser shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

- 10.2 The Purchaser is obliged to check the Goods on delivery and to indemnify and keep indemnified the Seller against any claims, demands or proceedings in respect of the quality and safety of the Goods in the possession of the Purchaser.
- 10.3 In the event of any shortage defect or failure as aforesaid the Seller shall make good the shortage and/or at the Seller's sole discretion replace free of charge any Goods found to be defective by reason of faulty material or workmanship provided that as a condition thereof the Seller may require that the Goods concerned are returned to the Seller's works carriage paid within one month of the discovery of the defect.
- 10.4 Except in respect of death or personal injury caused by the negligence of the Seller (being negligence defined by Section 1 of the Unfair Contract Terms Act 1977) the liability of the Seller to the Purchaser by reason of any representation implied warranty or other term or any duty under common law or under any contract for any consequential loss or damage (whether for loss of profit or otherwise) costs claims and expenses or for any other loss damage or injury whatsoever which may arise from the suitability of the Goods defective material faulty workmanship or otherwise shall in no case exceed the invoiced value of the Goods delivered from which the loss or damage arises.
- 10.5 Any information or recommendation by the Seller in relation to the Goods is given in good faith but the Seller shall not be liable to the Purchaser in respect of any loss or damage arising therefrom howsoever caused.

11. LICENCES AND CONSENTS

If any licence or consent of any government or other authority shall be required for the purchase and/or importation of the Goods by the Purchaser the Purchaser shall obtain the same at its own expense and if necessary or so required produce evidence of the same to the Seller on demand.

12. FORCE MAJEURE

The Seller shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the Seller being prevented, hindered or delayed in the manufacture of the Goods or their delivery by normal route or means of delivery by reason of any act of God, riot, strike, lock-out, trade dispute or labour disturbances, accident breakdown of plant or machinery, fire flood difficulty in obtaining workmen materials or transport or other circumstances whatsoever outside the control of the Seller.

13. TERMINATION

- 13.1 This clause applies if:
 - 13.1.1 the Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or
 - 13.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Purchaser; or
 - 13.1.3 the Purchaser ceases, or threatens to cease, to carry on business; or
 - 13.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.
- 13.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Purchaser, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 13.3 The Seller which by the Contract is understood to mean all Companies forming part of the same group of Companies as the Seller has the right to set-off any sums receivable from the Purchaser (which in this respect is also understood to mean all Companies forming part of the same group of Companies as the Purchaser) against any sums payable to the Purchaser.

14. WAIVER

The failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise of enforcement thereof at any time or times thereafter.

15. NOTICES

Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by pre-paid first class post, telex, fax transmission, telegraph or email addressed to the party concerned at its principle place of business or last known address.

16. HEADINGS

Headings to any of these Conditions are included to facilitate reference only and shall not affect the construction hereof.

17. GOVERNING LAW

The Contract shall be governed by and construed and interpreted in accordance with the laws of England and for the purpose of settlement of any disputes arising out of or in connection with the Contract the parties hereby submit themselves to the jurisdiction of the English Courts.
The statutory regulations for implementation of the convention concluded at The Hague on 1st July 1974 relating to a uniform law on the international sale of Goods shall not be applicable to this contract.

18. SET OFF

The Seller, which in this respect is also understood to mean all companies forming part of the same group of companies as the Seller, has the right to set off any sums, receivable from the Purchaser, which in this respect is also understood to mean all companies forming part of the same group of companies as the Buyer, against any sums payable to the Purchaser.