

## TERMS AND CONDITIONS OF SALE

Unless otherwise agreed in writing by Belpac Ltd and/or its subsidiaries ("the Company"), all products (the "Product[s]") are supplied on the following conditions to the exclusion of any terms of condition stipulated by the recipient of the Products ("the Purchaser") and of any representations, warranties or communications not expressly incorporated herein. The Purchaser shall, in placing an order for Products, be deemed to have accepted these conditions.

1. **ORDERS:** No order shall result in a binding contract of sale unless and until the Company has expressly accepted it.
2. **PRICES:** (a) Prices in respect of any given contract apply only to the total quantities of Products and delivery rates specified by the Company. Additional costs incurred by the Company on account of any alteration made at the Purchaser's request to quantities, delivery dates or location, specifications or otherwise shall be borne by the Purchaser.  
(b) All prices are subject to alteration without notice and all Products will be invoiced at the prices ruling on the date of despatch of Products to the Purchaser by the Company.  
(c) All prices are subject to VAT at the standard rate.
3. **TERMS OF PAYMENT:** The Company reserves the right to require payment in cash on or before delivery, or on other terms or as stated on the face of the invoice. Subject thereto and to condition 9, payment is due not later than 30 days from the date of invoice without any deduction or set-off. Prompt payment is a condition precedent to further deliveries under any order whatsoever, and (without prejudice thereto) the Company reserves the right to charge the Purchaser interest at the rate of 4% per annum above the base rate for the time being of Barclays Bank plc on all or any accounts overdue, such interest accruing on a daily basis and payable without deduction of tax.
4. **DELIVERIES:** (a) For all deliveries made to the Purchaser's premises the Purchaser must provide safe and suitable (i) access from a public road (ii) bulk storage facilities which also comply with all statutory, local or other requirements; and the Purchaser will indemnify the Company against all third party claims and/or costs and expenses and any other loss incurred by the Company arising from any failure by the Purchaser to make such provisions.  
(b) Delivery dates for Products specified by the Company are approximate only and time of delivery shall not be of the essence. Any delay in delivery howsoever caused shall not give rise to any liability on the Company.
5. **LOSS OR DAMAGE IN TRANSIT:** Where the price for the Products includes delivery, the Company will at its option replace free of charge or credit the price of any product, which the Purchaser can establish, was lost or damaged in transit provided that the Purchaser notifies the carriers and the Company in writing of such loss or damage within twenty-four hours of delivery.
6. **PASSING OF PROPERTY:** Property in the Products shall remain with the Company until such time as the Company has received payment in full of all sums due for all Products supplied to the Purchaser. Provided that the risk of loss or damage to the Products shall, subject to condition 5, pass to the Purchaser upon delivery to the Purchaser, his or its agent or carrier, at the location to which the Purchaser has requested the Products be delivered or upon collection of the Products from the Company by the Purchaser, his or its agent or carrier.
7. **LIABILITY:** (a) The full extent of the Company's liability in terms of these conditions shall (other than for death or personal injury resulting from the Company's negligence) be the replacement or, at the Company's option, reimbursement of the full purchase price of any Product which the Purchaser shows, to the satisfaction of the Company, as being defective by reason of faulty manufacture or materials. Subject hereto, the liability of the Company is in lieu of and to the exclusion of all other warranties conditions or obligations imposed or implied by statute or otherwise in relation to the quality or description of the Products or their fitness for particular purpose, unless specified as such on any Product labelling or attendant written instructions provided by the Company, and all liability for any loss or damage arising from the Products, whether direct (except as stated in this clause), indirect or consequential (however arising) is hereby expressly excluded.  
(b) The Company shall be entitled to change or modify the specification for any Product without incurring any liability whatsoever to the Purchaser.  
(c) The Purchaser shall indemnify the Company against all claims for personal injury, loss or damage to property brought against the Company by third parties or the Purchaser arising from the delivery, storage or use of the Products unless such injury, loss or damage is solely attributable to the negligence of the Company, the Company's employees or agents.  
(d) The Purchaser shall be responsible for compliance with all relevant laws and regulations and for obtaining and maintaining at its expense any necessary authorisations and permits for the storage, transit, sale or use of the Products and the Purchaser shall ensure the Products are at all times labelled used and stored in such a way as to ensure the safety that a person is entitled to expect from the Product or the way in which it is stored.
8. **FORCE MAJEURE:** The Company shall not be liable for any failure or delay in performance of any contract if and so long as such performance is prevented or hindered by circumstances of any kind whatever outside the Company's direct control.
9. **INSOLVENCY OR DEFAULT OF THE PURCHASER:** Should the Purchaser make default in any of his or its obligations hereunder or compound with or execute an assignment or arrangement for the benefit of its creditors or commits any act of bankruptcy or insolvency or becomes subject to any form of bankruptcy or insolvency, or if any petition or receiving order in bankruptcy is presented or made against him, or being a company suffer any resolution or petition to wind up such company's business to be passed or presented otherwise than for purposes of a solvent reconstruction or amalgamation, or if a receiver of such company's undertaking, property or assets or any part thereof is appointed, or should the Company have reasonable cause to believe that any of these events is likely to occur, the Company shall have the right, without prejudice to its other rights and remedies, to enter without prior notice any premises where Products owned by it may be to repossess and dispose of the same so as to discharge any sums owed to it by the Purchaser, to require the Purchaser not to resell or part with possession of any Product owned by the Company until the Purchaser has discharged all of its liabilities to the Company, or to offset the value of any property owned by the Purchaser which is in the possession of the Company or any sums owed by the Company to the Purchaser in part or full settlement of any outstanding sums owing by the Purchaser to the Company. In such circumstances, the Company shall, without prejudice to its other rights and remedies, have the right forthwith to determine any and all contracts by summary notice and all amounts payable by the Purchaser to the Company under any contract whatsoever shall become due and payable immediately.
10. **ASSIGNMENT:** The Purchaser may not assign his or its rights hereunder in whole or in part without the Company's prior written consent.
11. **NOTICES:** Any notice given hereunder personally or by post, cable, telex, telegram, facsimile or email to the recipient at its registered or principal office shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.
12. **ADVERTISING:** The Purchaser shall not cause or permit the advertisement or sale under the Company's name trade marks or descriptions any Products which have not been supplied by the Company and in default to indemnify the Company in respect of all costs claims damages penalties or other loss however suffered made or imposed.
13. **CONFIDENTIALITY:** The Purchaser shall treat all details, specifications or information it may receive relating to the Company, its Products, patents, formulations, intellectual property, business or affairs as confidential, and shall not disclose the same to any third party without the prior written consent of the Company.
14. **TRADING ENTITY:** Where the Purchase consists of two or more parties such expression throughout shall mean and include such two or more parties and each or any of them. All obligations on the part of such Purchaser shall be deemed to be joint and several obligations of such parties. The Purchaser shall forthwith notify the Company of any change to the Purchaser's name, legal structure or address.
15. **VARIANCE:** These conditions may be varied by an authorised officer of the Company at any time, subject to the requirements of statute. Notification of any variation by such means as the Company may select, as provided in Clause 11. herein, shall constitute effective notice to the Purchaser.
16. **COMPLIANCE:** The Purchaser shall ensure that all information or data supplied to the Company by it or its agents, whether by electronic means or otherwise whereby the Company may utilise such information or data for use within its own systems, will not be affected by the advent of the year 2000 or the occurrence of any leap year and will not cause any Company system to be affected by the year 2000 or the occurrence of any leap year. The Purchaser shall fully indemnify the Company in respect of any loss it may suffer as a result of any breach of this condition.
17. **SERVICE OF DOCUMENTS:** Service of documents to the Company shall be accepted during normal office hours at its registered office of: Heath Mill Road, Wombourne, Wolverhampton, WV5 8AP, England, or at any other address it may from time to time advise.
18. **GOVERNING LAW:** These conditions shall be construed and take effect in all respects in accordance with the laws of England and each party agrees to submit to the non exclusive jurisdiction of the English Courts as regards any claim or matter arising under these conditions.