

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

These terms and conditions shall be incorporated into and form part of every contract for the sale by Global Resins Limited (hereinafter called the "seller") of any materials, machines, other goods or services (hereinafter called the "goods") which shall be the subject of the contract between the seller and the persons, company, corporation or other organisation (hereinafter called the "buyer") purchasing the goods.

Unless otherwise agreed formally in writing, all orders are accepted by the seller subject to these Terms and conditions of sale which override any other terms or conditions stipulated or incorporated or referred to by the buyer, whether in the order or in any negotiations, so that these Terms and conditions of Sale are the only terms and conditions upon which the seller sells or supplies the goods.

These Terms and Conditions of Sale shall supersede any previous terms and conditions, contract, agreement, or any other arrangements made or existing between the seller and the buyer.

2. SEPARABILITY

Each order placed by the buyer or each consignment where an order calls for consignments at different dates shall be treated as a separate contract. If there shall at any time be more than one contract in the course of performance between the seller and the buyer, any claim which may arise in respect of any one contract or the terms upon which it may be settled, shall not (subject to condition 4. Payment) affect in any way the performance of the other contracts nor shall the buyer be entitled to exercise any right of set-off or counterclaim other than in respect of the contract under which the original claim arose.

3. PRICE

a) The price stated by the seller is the net price of the goods, after deducting any agreed discounts, and will include the sellers standard non-returnable packaging buy excludes VAT, import duties, currency and other taxes and duties which, if applicable, shall be paid by the buyer in addition.

b) In respect of goods manufactured to order, there shall be a minimum order value of £100 and orders valued at less than this amount will be invoiced at £100 plus VAT etc. (see 3 a).

c) For specific stocked goods (not manufactured to order) the seller may accept and ship any order below the minimum order value of £100 and the minimum order value shall be adjusted to £15 in respect of pre-paid goods and £35 in respect of goods supplied on credit.

d) Unless otherwise agreed, all orders of £250 and over shall include the sellers cost of normal insurance and delivery of the goods to any one address in the United Kingdom, excluding Northern Ireland, specified in writing by the buyer to the seller prior to delivery. Additional charges will be made for Same Day, Next Day AM or Weekend delivery. On any orders valued at less than £250 a delivery charge will be imposed to cover the cost of delivery and administration which shall not in any event be less than £8.

e) Certificates of Conformity, if required, will be charged at £10 each unless otherwise agreed.

f) The seller may at any time prior to delivery increase the price of the goods by notice to the buyer. In such an event the buyer may on receipt of such notice, cancel the order for the goods, but if the delivery of the goods is to be made by instalments, the buyer shall be entitled to cancel, in writing, only the undelivered portion of the order. No other remedy shall be available to the buyer in respect of such variation in price. If the buyer shall not make any such cancellation, the increased price shall apply to the contract as regards all deliveries made since the increase was notified to the buyer.

g) On all orders to be delivered to an address in Northern Ireland or outside the United Kingdom, irrespective of value, delivery will be on an ex-works basis and the buyer will be responsible for any specialised packaging, insurance, forwarding and carriage costs or the cost to the seller of obtaining any necessary export licence or the cost to the buyer of obtaining any necessary import licence unless any other agreement is made and accepted in writing prior to delivery.

h) Subject to Condition 2 (Separability) a discount on standard quality price-breaks may be offered by the seller to the buyer in return for a contract for a dedicated amount of material to be called off/delivered in specific quantities over the contract period. If the quantity of goods called off by the buyer exceeds the contracted call-off quantity on any occasion and reaches the next reduced price break of the seller's current price schedule, then an appropriate retrospective price reduction will be given in respect of that delivery only. If the quantity of goods called off by the buyer is less than the contracted call-off quantity and reaches the next increased price break of the seller's current price schedule then a retrospective price increase will be made for that delivery only.

4. PAYMENT

a) Unless otherwise agreed and confirmed in writing prior to delivery, payment for the goods shall be made not later than 30 days from date of invoice. Notwithstanding the above, the seller may at any time require the buyer to make payments in advance of delivery or to advance adequate security for the payment of all amounts due or to become due under the contract.

b) Payment by cheque or other negotiable instrument is ineffective until it is honoured and the seller's bank account is credited with the amount due.

c) If the buyer fails to make payment by the due date or when required, the seller may (without prejudice to any other remedy which it may have) cancel the contract and/or any other contract between the seller and the buyer and/or suspend all deliveries until payment is made.

d) Where payment is to be made by instalments the failure of the buyer to pay any instalment in due time shall entitle the seller to treat such failure as a repudiation of the whole contract by the buyer and to recover damages for such breach of contract.

e) Without prejudice to the right of the seller to payment in accordance with the terms of payment above and hereunder, the seller shall at its discretion have the right to charge interest at a rate per annum equal to whichever is the greater of (a) 5 per cent per annum above the base rate for the time being charged by the National Westminster Bank Plc and (b) 12 per cent per annum of any sum outstanding after 14 days from the date on which such sum becomes due for payment to the actual date of payment.

5. DELIVERY AND DESPATCH

Unless otherwise agreed in writing between the seller and the buyer the following provisions shall apply:

a) Property at Risk

Upon delivery, the goods shall be at the buyer's risk but the property in any goods shall not pass to the buyer until such time as payment for all goods, debts and other obligations owed by the buyer to the seller shall have been made in full. Delivery of the goods shall be deemed to be effected:

i) Where the seller undertakes delivery of the goods, when the goods pass over the bounding rail of the seller's or seller's agent's ship, lorry, carriage or other transport to the station, port or address specified by the buyer.

ii) Where the buyer undertakes delivery of the goods, when the goods pass over the bounding rail of the buyer's agent's ship, lorry, carriage or other transport at the address of the seller or at some other address as notified by the seller to the buyer in writing prior to delivery.

iii) Where the buyer undertakes delivery of the goods and fails to collect within 14 days after the seller has given the buyer written notice that the goods are ready for delivery and collection.

b) Date of Delivery

All delivery dates are estimates only. The seller will take all responsible steps to deliver the goods on the date stated but shall not be liable for failure to delivery by such dates or for any damage, loss, consequential loss, or expenses arising directly or indirectly out of delay in delivery or non-delivery, nor shall the buyer be entitled to refuse to accept the goods because of late delivery.

c) Tender and Deliveries

If the buyer fails to require delivery of the goods when delivery falls due or refuses to accept delivery, the seller shall be deemed to have tendered and the buyer to have refused to accept such delivery and to have repudiated the contract.

d) Despatch

The method of transport of the goods shall be at the sole discretion of the seller. All necessary unloading facilities shall be provided by the buyer at his expense at the time the seller is ready to make delivery.

e) Packaging

The seller may vary the type of packaging of the goods and the quantities of goods in each package without affecting the price per unit, weight, area by volume of the goods. Non-refundable packaging containers and residue shall be disposed of by the buyer in accordance with the Health & Safety and waste disposal regulations in force at the date of disposal.

Refundable packaging remains the property of the seller at all times and, in the absence of any agreed collection procedures, must be returned by the buyer at its own cost, in good condition, to the seller's works within three months of delivery, failing which the buyer must pay for it a the seller's then current rate for lost or damaged packaging.

6. SHORTAGES / DAMAGES / LOST IN TRANSIT

a) In respect of goods manufactured to order, i.e. not held as stock items, the seller may deliver against any such order in excess or deficiency up to 5 per cent of weight or volume (or 10 per cent in the case of bulk liquid goods) without any liability to the buyer save that the price shall be adjusted accordingly.

b) The buyer shall inspect the goods immediately upon delivery and shall within 14 days of such delivery (time being of the essence) give notice in writing to the seller of any circumstance by reason whereof it alleges that the goods are not in accordance with the contract. Any delivery book or note marked 'not examined' will not be accepted by the seller for the purposes of this sub-paragraph.

c) If the buyer shall fail to give such proper notice as is required hereunder then the goods shall be deemed in all respects to be in accordance with the contract and the buyer shall be deemed to have accepted the goods.

d) The goods in respect of which the buyer makes any claim hereunder shall be preserved intact, as delivered, for a period of 21 days from negotiation of the claim within which time the seller or its agents shall have the right to attend at the buyer's premises to investigate the complain. Any breach of this condition shall disentitle the buyer to any allowance in respect of this claim.

e) Goods represented by the buyer to be defective or not conforming to the contract shall, of authorised by the seller, be returned and in the seller's absolute discretion shall either be replaced or credited. The buyer shall not be entitled where the goods are to be delivered by instalments, to cancel any undelivered balance of the order without the prior written consent of the seller.

7. SPECIFICATIONS, ADVICE, WARRANTY AND EXCLUSIONS

a) The seller warrants that the goods are of merchantable quality and unless otherwise agreed in writing, are produced at the tolerance specified in the sellers official specifications in respect thereof. Save as aforesaid, all other conditions, guarantees or warranties, whether expressed or implied by statute, common law, or otherwise including (but without prejudice to the generality of the foregoing) conditions, guarantees or warranties as to quality, fitness of purpose or

description of the goods or their life or wear or use under any conditions whether known to the seller or not are hereby excluded.

b) Whilst all reasonable care is taken to ensure the accuracy of any information, data, specifications, advice or recommendations, furnished either verbally or in writing to the buyer, as to the use, application, performance, characteristics, toxicity, general handling or mode of storing, such information, data, advice or recommendations shall not (subject as provided in paragraph 7a) above) be deemed to form part of the contract for the sale of the goods and the buyer shall at the time the contract is made be deemed to have carried out its own investigation and assessment and any test necessary to establish the suitability of the goods for the buyers intended application, methods and requirements.

c) The sellers liability for any and all direct loss or damage resulting to the buyer from defective goods (including any goods supplied in error) or from any other cause whatsoever shall be limited to the purchase price of the goods in respect of or in relation to which such loss or damage is claimed unless the seller shall have replaced such defective goods with goods confirming in all respects to the contract in which event the seller shall be under no further liability to the buyer. Subject as aforesaid the seller shall be under no liability in contract or in tort for any injuries, losses, expenses or damage direct or indirect and in particular but without prejudice to the generality of the foregoing, any consequential loss, in each case arising out of or consequent upon or attributable to the contract for sale of the goods or the supply or use of the goods (including any goods supplied in error) and/or any containers and/or packages, or the buyer or any third party having made use of or adopted in whole or in part any information or data or advice given by or on behalf of the seller in relation to the goods or their use.

d) The foregoing paragraphs 7a) to 7d) inclusive shall apply save that if any Act of Parliament or other statutory provisions for the time being in force shall avoid or make unenforceable any of the provisions thereof such paragraphs shall be deemed to apply with the exclusion of those provisions thereof which shall be void or unenforceable as aforesaid.

8. CANCELLATION OR SUSPENSION OF ORDER

Subject as herein provided, orders for goods may not be cancelled or suspended without the sellers written consent. Any such cancellations or suspension of an order is acceptable only on the express condition that the seller shall be indemnified against any loss incurred wholly or in part by the cancellation or suspension.

9. DEFAULT

If the buyer shall commit any breach of these Conditions or if any distress or execution shall be levied upon any of the property or assets of the buyer or if the buyer shall, in the sole opinion of the seller, fail to pay the seller for the goods or suspend payment of its debts or make any arrangements with its creditors, or being a company have a Receiver appointed over any of its assets, or pass any resolution to be wound-up, or have any winding-up petition presented against it, or being a person have any bankruptcy petition presented against him, then and in any such event the seller shall, without prejudice to any other rights and remedies it might have and without any liability whatsoever, be at liberty forthwith by notice in writing to the buyer;

a) to cancel all orders and contracts or any part thereof remaining unfulfilled between the seller and the buyer for the delivery of the goods.

b) either for its agents or itself to enter the premises where the goods are, or are thought to be, without any liability for any resulting damage in gaining entry (against the consequences of which the buyer shall indemnify the seller) for the protection, removal, realisation and disposal of the goods at any time and from time to time in which the property shall not have passed from the seller to the buyer in accordance with these Terms and Conditions of Sale.

10. TITLE

a) Notwithstanding that credit may have been given to the buyer under the contract, the seller shall retain ownership of the goods or any of them until payment has been received from the buyer in full. Pending the passing of Title the buyer shall hold the goods as the seller's bailee in a fiduciary capacity and shall keep the goods in good conditions and mark them in such a manner that they may be readily identified as the seller's property. The goods may be re-sold by the buyer in the ordinary course of business as the seller's agent. The fiduciary relationship shall continue in respect of the proceeds of sale and must first be used to discharge any outstanding indebtedness to the seller in priority to any other claim. The buyer shall also assign to the seller at the seller's requires any unpaid debts arising from such sales to third parties where property in the goods has not passed prior to the sale. The seller shall pursue such debts and thereafter return to the buyer any monies recovered in excess of sums owing after deducting its reasonable costs and expenses in pursuing the claim.

b) If the buyer make s new objects from the goods and mixes the result with other objects or if the goods in any way become constituents of any other objects then the seller will retain ownership of such objects where property of the goods has not passed to the buyer. To this end the buyer agreed that ownership of the goods whether finished or not is retained by the seller, notwithstanding conversion into new or mixed objects, but to the extent that such new or mixed objects contain constituent parts provided by the seller. The buyer shall assign to the seller at the seller's request any unpaid debts arising from sales of the new or mixed objects to third parties where property in the goods has not passed to the buyer prior to the sale.

c) Clauses 10a) hereunder stand separately and any disputes involving one shall not affect the other, or shall they affect any other clause within these Terms and Conditions.

d) Tools, dies and patterns, where part cost has been quoted included in the price of the article or otherwise, remain the property of the seller unless otherwise agreed in writing by the seller. Such tools, dies or patterns will be preserved by the seller for a reasonable time in anticipation of further orders but without liability whatsoever on the part of the seller.

11. SUB-CONTRACTING

The seller shall be entitled to sub-contract all or any of its obligations out of any quotation or order made in consequence thereof.

12. INDEMNITY

The buyer shall indemnify the seller in respect of all damage or injury occurring to any person, firm, company, corporation or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which the seller may become liable in respect of the goods sold under the contract in the event that the damage or injury shall have been occasioned otherwise than by the negligence of the seller.

13. FORCE MAJEURE

Whilst the seller intends to use all reasonable endeavours to perform each contract promptly, the seller may terminate, cancel, rescind and/or suspend for any period, and/or reduce the quantities to be supplied under any contract without liability for resulting loss, injury or damage if the performance of its obligations under the contract is in any way adversely affected by any act or default on the part of the buyer or any third party. Act of God, war, riot, civil commotion, strike, lock-out, sit-in, industrial or trade dispute, fire, flood, adverse weather, disease, accident, legal or regulatory obligation, plant breakdown, or shortage of any material, labour, electricity or other supply, or any other cause whatsoever which the seller could not reasonably have been expected to prevent. The seller shall not be required to purchase supplied to make good deficiencies arising as aforesaid and the possibility of making such purchases shall not be taken into account in determining whether such delay, hindrance or prevention has occurred

14. PATENTS, TRADE MARKS, INSTRUCTIONS, WARNINGS

a) No representation, warranty or indemnity is given by the seller that the goods do not infringe any letter, patent, trade marks, registered design, copyright or other industrial right and in this respect the buyer shall accept such title to the goods as the seller has. If the buyer uses the goods in such a manner as to infringe any such third party rights, the seller shall not be responsible for any such infringement and the buyer will indemnify the seller from and against all liability arising therefrom.

b) The buyer shall not, without the seller's prior written consent, allow any trade or service mark of the seller, or any instruction or warning applied to the goods, to be obliterated or obscured, or use or apply any such mark itself. The buyer shall strictly comply and ensure that its employees and agents strictly comply with all instructions, warnings, labels, data sheets, health and safety information and instruction, waste disposal instructions and any other material supplied by the seller with, or in connection with the goods, when supplying the goods, ensure that they are accompanied by the same; and indemnify the seller against the consequences of any failure of the buyer to fully comply with these condition.

c) All know-how, samples and other items relating to the goods or their development and creation shall remain the seller's property, shall be treated as confidential and shall not be copied, reproduced or disclosed to any person without the seller's prior written consent.

15. FREE ISSUED MATERIALS

a) Whilst the seller will take all reasonable care to ensure the safe keeping, handling and storage of the buyers part or materials, such parts or materials are only accepted for processing on the understanding that no liability will attach to the seller for any loss or damage suffered to such parts or materials whilst in the possession of the seller.

b) Whilst the seller will take all reasonable care in the re-packaging of free issued material, no responsibility can be accepted by the seller for any defect in quality or performance of formulated systems not manufactured by the seller. The technical composition and quality of such systems is beyond the knowledge and control of the seller and it shall be the responsibility of the buyer to pursue any such defects with the original manufacturer of the material and also the indemnify the seller in respect of any liability arising from the re-packaging, storage or handling of such materials.

16. ASSIGNMENT

The contract of which these Conditions form part is personal to the buyer who shall not assign the benefit thereof without the seller's written consent.

17. ARBITRATION AND PROPER LAW

a) The construction, validity and performance of this contract shall be governed by the Laws of England. Any disputes arising out of the contract shall be referred to arbitration in England in accordance with the provision of the Arbitration Act of 1975 or any statutory modifications thereof for the time being in force.

b) Export Sales - All contracts shall be construed in accordance with Incoterms 1990 except where they are at variance with these General Terms and conditions of Sale in which case these terms and conditions shall prevail.