



## TERMS AND CONDITIONS OF SALE

### 1. GENERAL

All quotations are given, all orders are accepted, all goods sold and service and advice tendered under these conditions and to the exclusion of any Conditions of purchase. Any variation in conditions must be accepted by SURECHEM PRODUCTS LIMITED. ('the Company').

### 2. PRICES

Unless otherwise agreed the price of the goods shall be that ruling at the time of despatch. Unless expressly stipulated all quotations and invoices shall be net of tax and the Company shall add Value Added Tax to all invoices, except where authorized otherwise by HM Revenue & Customs.

### 3. DELIVERY

All dates quoted are estimates only and the company shall not be liable for failure to deliver within such time. Whilst every endeavour will be made to comply to such dates no liability will be accepted by the Company where delay in delivery is caused by anything beyond reasonable control of the Company.

In the event of inability, for any reason, to supply the total demands for the material specified in the Buyers order, the Company may allocate its available supply among any or all purchasers, on such basis as the Company may deem fair and practicable without liability for any failure of performance which may result therefrom.

Claims for shortage of goods must be made in writing within seven days of receipt of goods.

### 4. PACKING

The Company reserve the right to add to the price a reasonable charge for the containers and packaging. Such goods are non-returnable unless so indicated.

### 5. GOODS IN TRANSIT

a) If the goods or any part thereof are or is damaged or lost in transit the Company must be notified within three days of delivery. In the case of non-delivery notification must be made in writing within seven days.

b) if the goods are agreed by the Company to be defective in any way then the Company will (at its option) either replace the goods in question or credit the invoice value of the same, but in no circumstance shall the liability of the Company in

the connection of such goods exceed the cost of the replacement of the same or the price paid by the Buyer for the same.

### 6. PAYMENT

Unless otherwise agreed in writing payment in full in respect of all goods is due by the 20th day of the month following month of delivery. If payment is not received in full by the due date the Company reserves the right to charge interest on any account outstanding on a day to day basis at the rate of five percent above the base lending rate being employed by Barclays Bank Plc. Such interest to be charged until the date of actual payment.

Payment in advance may be required from Buyers without a valid credit account with the Company.

All goods remain the property of the Company until paid for in full.

### 7. CANCELLATION

Orders may not be cancelled without the Company's prior agreement which may be subject to payment of a cancellation charge.

### 8. LIABILITY

The Company shall incur no liability for the direct, indirect, or consequential loss, injury or damage to persons or property from any cause whatsoever as a result of handling of goods not in accordance with codes of practice or the Government regulations.

Any liability incurred by the Company for any direct, indirect or consequential loss, injury or damage to persons or property resulting from any negligence, delay, defect or failure in the goods from any cause whatsoever shall be limited to a sum equal to the charges for the goods or that part affected. In no circumstances shall liability attach to the Company in respect of delay, defect in the goods or any default resulting from the specification by the Customer of unsuitable material.

### 9. LAW

These conditions shall be governed by and construed in accordance with the laws of England.