

**CHANTRY CHEMICALS LIMITED**  
**TERMS & CONDITIONS OF SALE**

IMPORTANT NOTE : THESE CONDITIONS CONTAIN PROVISIONS LIMITING OUR LIABILITY.

IN ORDER TO SPREAD THE RISK WHICH, IF INSURED, WOULD BE LIKELY TO INCREASE THE COST OF THE GOODS, WE CONSIDER THAT IT IS REASONABLE FOR US TO LIMIT OUR LIABILITY IN THE MANNER SET OUT IN CONDITION 8.

1. Definitions

In these Conditions: "Buyer" means the person, firm or company placing an order with Chantry; "Contract" means the contract for the supply of specified Goods formed by Chantry's acceptance of the Buyer's order for such Goods through the Order Acceptance;

"Chantry" means Chantry Chemicals Limited; "Goods" means all those goods and materials which are the subject of the Buyer's order; "in writing" or "written" means written on any paper document or electronic communication;

"Order Acceptance" means any written document from Chantry to the Buyer setting out the terms on which the Buyer's order is accepted by Chantry or, where no such written document is supplied, the delivery of the Goods to the Buyer;

"Services" means any such services as may be provided by Chantry in relation to the supply of the Goods; "Specification" means Chantry's standard specification for the Goods or such other specification agreed in writing by Chantry;

"Written Statement" means any description, representation, recommendation, statement or warranty relating to the Goods, made in writing and signed by a director of Chantry.

2. Formation of Contract

All Goods sold and Services supplied by Chantry are subject to these Conditions only. It is intended, in particular, that these Conditions will prevail over any terms and conditions on the Buyer's order form or other similar document. Consequently, if the Buyer orders or accepts any Goods, or gives delivery instructions for any Goods, it shall always be on the basis that these Conditions govern the Contract. Where any of these Conditions allow a matter to be "agreed in writing" by Chantry then, unless otherwise stated, such agreement may be given by a representative, agent, sales or other reasonably appropriate employee of Chantry. Where any of these Conditions are varied, such variation must be in writing and signed by a director of Chantry in order to be binding. No other representative, agent or sales person has Chantry's authority to vary, amend or waive any of these Conditions on behalf of Chantry.

3. Price & Payment

The price and delivery terms shall be as stated in Chantry's Order Acceptance (or, if not stated in the Order Acceptance, Chantry's quotation). Such price shall be fixed for either the validity period stated in Chantry's Order Acceptance (or, as applicable, quotation) or, if no such period is stated, for 30 days after the date of Chantry's quotation. Unless otherwise agreed in writing, the price shall be [inclusive] [exclusive] of the cost of delivery and packaging in accordance with clause 5.1 [but] [and] exclusive of Value Added Tax, customs duties and all other taxes, duties and expenses in respect of the Goods which shall be added to the price for the Buyer's account unless otherwise stated in the Contract. Unless otherwise agreed in writing by Chantry, the Buyer shall pay for the Goods, without any deduction or set-off, in pounds sterling within 30 days of the end of the month following the date of Chantry's relevant invoice, unless otherwise stated on said invoice. Chantry shall be entitled to invoice each installment as and when delivery has been made.

Chantry may charge interest on any late payment at a rate of two per cent per annum above the base lending rate from time to time of NatWest Bank plc both before and after any judgment in respect of such late payment. Such interest will accrue on any unpaid amount from the due date until payment in full.

4. Description of Goods

Chantry gives specific warranties in relation to the description of the Goods and the performance of any Services in condition 7. Apart from those warranties, all specifications, descriptions, drawings, photographs, illustrations, illustrations, dimensions, weights and other technical information and particulars of the Goods and any advertising matter and sample books are, whilst given in good faith by Chantry, only intended to serve as a guide. Such items should not be relied on by the Buyer or treated as forming part of the Contract unless signed by a director of Chantry. Unless agreed in writing by a director of Chantry, no contract shall be a sale by sample and Chantry does not warrant that Goods will comply with previous deliveries of similar goods.

5. Delivery

Unless otherwise agreed in writing by the parties, Chantry shall be entitled to deliver the Goods in installments. Unless otherwise stated in the Order Acceptance the Goods shall be deemed to have been delivered at the point at which they are made available for collection by or on behalf of the Buyer. Specific terms for export sales shall be as stated in the Order Acceptance. Any delivery time, date or period ("timescale") shall be regarded as an estimate only and shall not be of the essence of the Contract. Chantry will use all reasonable endeavors to meet any such timescale but shall not otherwise incur any liability for any loss or damage resulting from its failure to do so unless the parties have expressly agreed in writing; (a) that the timescale is of material importance to the Buyer; and (b) the liability that Chantry will incur in the event of any failure to achieve such timescale. If Chantry has reason to believe that it will be unable to achieve any timescale it shall, as soon as reasonably practicable, inform the Buyer of the possibility of delay and the steps that Chantry proposes to undertake in order to minimise the risk or extent of any such delay. If, notwithstanding having taken any such steps, Chantry is unable to deliver the Goods within a reasonable period of time after the timescale, the Buyer shall be entitled, as its sole remedy, to terminate the Contract immediately upon written notice to Chantry [and obtain a refund of any amounts already paid to Chantry in respect of the Goods in question]. Other contracts then in force between Chantry and the Buyer shall not be affected. If the Buyer: (a) fails to give all the necessary instructions and documents for the Goods or otherwise causes or requests a delay; or (b) fails to take delivery of the Goods on the date of delivery, Chantry will be entitled (but not obliged) without prejudice to its other rights to store the Goods at the Buyer's risk and the Buyer shall pay all reasonable costs and expenses of such storage and any additional costs of carriage incurred. The Buyer shall accept the supply of such quantity and, in any event, a deviation of up to +/- 5% of the Contract amount, of the Goods (whether more or less) as reasonably approximates to the amount stipulated in the Contract. Where, pursuant to the Order Acceptance, Chantry is responsible for the transportation of the Goods, any claim by the Buyer in respect of non-delivery, loss and/or damage to the Goods shall be notified to Chantry as soon as the Buyer becomes aware (or ought reasonably to have become aware) of such non-delivery, loss or damage. Unless otherwise stated in the Contract, the risk of loss or damage to the Goods shall pass to the Buyer upon delivery of the Goods in accordance with clause 5.

6. Risk and Title

Chantry shall retain title to and ownership of the Goods until it has received payment in full of all sums due under the relevant Contract and any other contract between Chantry and the Buyer. If payments received from the Buyer are not stated to refer to a particular invoice Chantry may appropriate such payments to any outstanding invoice. Until payment of the purchase price for any Goods (or, if earlier, the Buyer's proper use of the Goods in the ordinary course of the Buyer's business) the Buyer shall keep such Goods free from any charge, lien or other encumbrance (or, if earlier, the Buyer's proper use of the Goods in the ordinary course of the Buyer's business) the Buyer shall keep such Goods free from any charge, lien or other encumbrance and shall store such Goods in such manner as makes such Goods clearly identifiable as being Chantry's property. The Buyer may (acting on its own account) use or re-sell any Goods in the ordinary course of its business, provided that Chantry has not exercised any of its rights under Con. If the Buyer fails to make any payment to Chantry when due, enters into voluntary or compulsory liquidation or has an administrator, administrative receiver, receiver or any analogous officer appointed over all or part of its assets, or if Chantry has reasonable cause to believe that any of these

events is likely to occur, the Buyer grants Chantry the right, without prejudice to any other remedies under the relevant Contract: (a) and to repossess and dispose of any Goods owned by it so as to enter any premises where Goods owned by it may be, discharge any sums owed to it by the Buyer under any Contract; and (b) to require the Buyer not to resell or part with possession of any Goods owned by Chantry until the Buyer has paid in full all sums owed by it to Chantry under any Contract.

#### 7. Warranty

Chantry warrants that: (a) for a period of 3 months from the date of delivery to the Buyer (or for such other period as is expressly stated in the Contract or the Specification), the Goods shall meet all of the requirements of: (i) the Specification; and (ii) any Written Statement; (b) any Services shall be provided with reasonable care and skill; (c) it will pass good title in the Goods to the Buyer; (d) the sale of the Goods by Chantry to the Buyer shall not result in the infringement of any patent, trade mark, registered design or design right of any third party (but no such warranty is given in respect of the use by the Buyer of the Goods after such sale by Chantry); (e) the manufacture of the Goods shall be in compliance and regulations governing the manufacture of such Goods in the European Union; Chantry will, free of charge, either replace (and, where applicable reperform the Services) or refund the purchase price of any Goods which (whether or not as a result of Chantry's negligence) are in breach of any of the warranties given in condition 7 provided that: (a) the Buyer makes a full inspection of the Goods as soon as reasonably practicable after delivery and does not tamper with, use or incorporate the Goods into any manufacturing process where it knows, or should reasonably have known, that such Goods were in breach of any of the above warranties; (b) the Buyer notifies Chantry forthwith if it becomes aware of any breach of such warranties; (c) the Buyer has used and stored the Goods in accordance with any directions set out in the Specification; and (d) the Goods are either made available to Chantry for inspection or returned to Chantry at the Buyer's own expense, as Chantry may request. Except as expressly provided for in these conditions, all warranties, (whether express or implied by statute or common law or howsoever) are excluded, including but without limitation: (a) those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to Chantry); and (b) any aspect relating to the performance, composition or attributes of the Goods other than as expressly stated in the Specification or in any Written Statement.

#### 8. Limitation of Liability

Nothing in these Conditions shall exclude or limit Chantry's liability for loss arising from death or personal injury caused by its negligence. Subject to clause 8 the aggregate liability of Chantry to the Buyer in respect of any claim or claims, whether such liability arises in contract, tort (including negligence) or breach of statutory duty or otherwise shall be limited to direct losses of the Buyer up to an amount equal to the lower of: (a) the aggregate price of all Goods purchased by

the Buyer from Chantry during the six months period prior to the date of delivery of the Goods giving rise to the liability in question; and (b) £1,000,000. Subject to the first paragraph of this clause, Chantry shall under no circumstances be liable for: (a) any indirect, special or consequential loss; (b) any loss of anticipated profit or loss of business; or (c) any third party claims against the Buyer; whether such liability would otherwise arise in contract, tort (including negligence) or breach of statutory duty or otherwise.

#### 9. Regulations

The Buyer shall be responsible at its own cost for compliance with all relevant laws and regulations and for obtaining and maintaining any necessary import or export licenses, customs clearance, exchange control consent or other authorisations and permits in relation to the purchase of the Goods.

#### 10. Termination

If the Buyer: (a) defaults in any payment or is otherwise in breach of any of its obligations to Chantry under the Contract or any other contract with Chantry (and fails to remedy the breach having been given 14 days written notice of such failure); or (b) enters into voluntary or compulsory liquidation or has an administrator, administrative receiver, receiver or any analogous officer appointed over all or part of its assets, Chantry may, by notice in writing to the Buyer, without prejudice to any other rights, forthwith suspend or cancel any uncompleted part of the Contract or stop any Goods in transit or require payment in advance or satisfactory security for further deliveries under the Contract.

#### 11. Force Majeure

Chantry shall not be liable to the Buyer for any loss or damage caused to or suffered by the Buyer as a direct or indirect result of the supply of the Goods by Chantry being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of Chantry including, without limitation, circumstances affecting the provision of all or any part of the Goods by Chantry's usual source of supply or delivery.

#### 12. Severability

The parties intend that every provision of these Conditions shall be and remain valid and enforceable to the fullest extent permitted by law. If such provision is or at any time becomes to any extent invalid, illegal or unenforceable, it shall to that extent be deemed not to form part of the Contract but (except to that extent in the case of that provision) it and all other provisions of the Contract shall continue in full force and effect.

#### 13. Governing Law

The construction, validity and performance of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

## Chantry Chemicals Ltd

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