

Delivery: Unless otherwise agreed, carriage paid on all orders in the United Kingdom mainland.

Containers: Packaging is non returnable unless otherwise agreed.

Terms: Nett 20th of month following date of invoice to accredited customers.

VAT: All Prices listed are exclusive of Value Added Tax.

All prices are subject to variation without notice

General: Except so far as TS Resins Ltd ("the Seller") expressly agrees otherwise in writing, these Conditions apply to all contracts for the sale of goods by the Seller. No contract comes into existence until the Seller (i) expressly so agrees in writing duly signed on its behalf or (ii) in the absence of such agreement, delivers the goods. These conditions shall override and take the place of any other terms and conditions in any document or other communication emanating from the Buyer and the Buyer's conditions shall not be regarded as a counter-offer.

The construction, validity and performance of all contracts shall be governed by English law and any claim or dispute arising from them shall be subject to the jurisdiction of the English courts, to which the Buyer submits. The exercise of the Seller of any right pursuant to these terms and conditions shall be without prejudice to any other right available to it whether hereunder or under general law.

Prices: The price charged by the Seller shall be that price stated by the Seller in its standard price list unless the Seller has agreed a different price in writing with the Buyer. The price stated by the Seller is the net price of the goods (after deducting any discounts) for delivery in accordance with the value added tax, import duties, currency taxes and the other taxes and duties, which if applicable, shall be paid by the buyer in addition. The Seller may, without prior notice, adjust the price stated to take account of any change in specification made at the Buyer's request or any change at the date of despatch in the cost to the Seller of supplying the goods. Prices may also be adjusted to reflect any material changes in manufacturing and to all material costs, transport and fuel costs, additional costs imposed by suppliers and changes in import and export or other duties and taxes.

Payment: Prices are due and payable to the Sellers account at Barclays Bank Ltd. OneSnow Hill, Snowhill, Queensway, Birmingham B3 2WN or such other address or bank account as may be designated by the Seller, without set off or counterclaim, in United Kingdom sterling in immediately available funds, on the due date stated on the invoice. Payment by cheque or other negotiable instrument is ineffective until it is honoured and the Sellers bank account is credited with the amount due. Time of payment is of the essence of every contract. On failing to make full and prompt payment, the Buyer shall (without prejudice to any other rights of the Seller) become liable to pay to the Seller, interest on outstanding monies both before and after Judgment from the due date to the date of actual payment at the rate permissible under the Late Payment of Commercial Debts Act 1998. The Buyer shall also indemnify the Seller against expenditure on all costs of recovery including without limitation legal fees, costs and disbursements reasonably incurred. Any banking charges incurred by the Seller in respect of dishonoured cheques will be payable by the Buyer.

Despatch and Delivery: Any stated despatch or delivery date is a statement of intention of good faith, but the Seller shall incur no liability whatsoever (in contract, negligence or otherwise) for any loss or damage resulting from delay in despatch or delivery how so ever caused. Delivery is to be made to such premises as are stipulated in the contract. Risk in the goods shall pass to the Buyer when the goods are off-loaded at the Buyers premises.

The risk in goods sold to the Buyer shall pass to the Buyer upon tender for delivery so that the Buyer is responsible for all loss, damage or deterioration of the goods or a part thereof at the time of the tender if the Buyer wrongly fails to take delivery of the goods when tendered or from the time when the same leave the premises of the Seller (or the premises where the same were stored).

The Buyer shall keep the goods fully insured in their full replacement value against all risks prudentially insured against between risk and property passing and shall on demand produce evidence thereof. Until full price has been paid, the Buyer shall hold in trust for the Seller, the policy and proceeds of the insurance to the extent of the unpaid price. Section 32(2) and (3) of the Sale of Goods Act 1970 shall not apply. The seller may deliver the goods by instalments, each instalment to be treated as the subject of a separate contract. The Buyer may not reject any goods by reason of short delivery. No failure or defect in delivery in respect of any contract or instalment shall enable the Buyer to terminate or cancel any other contract or instalment.

The Buyer shall on demand pay the Seller a reasonable charge for, and/or indemnify the Seller against the storage, handling, insurance and other expenses incurred by the Seller following failure by the Buyer to accept delivery or the goods where tendered; and the Seller shall have a lien, over the goods in respect thereof. On or before despatching any goods the Seller shall send to the Buyer an advice note stating, the intended date of despatch. If the goods are not delivered or on delivery are damaged or short, the Buyer shall (i) notify the Seller and any carrier in writing (in addition to any qualified signature on a delivery note) within 3 days of the date of delivery or in the case of non-delivery 14 days of the intended date of despatch and (ii) in the case of short or damaged delivery, allow the Seller or its agents to inspect the goods as and where delivered. Any stated quantity or weight is an estimate only. The goods delivered may vary by up to 5% (or 10% in the case of bulk liquid goods) plus or minus and the price shall vary accordingly.

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 or volume of the goods. Returnable packaging remains the Sellers property at all times and in the absence of agreed collection procedures, must be returned by the Buyer at its cost in good condition to the Sellers works within 3 months of delivery, failing which the Buyer must pay for it at the Sellers then current rate for lost or damaged packaging.

Cancellation and variation: No cancellation, suspension or variation by the Buyer of any order accepted by the Seller shall be valid unless agreed by the Seller in writing and such agreement may only be given on terms which compensate the Seller for any loss, costs, damages, charges and expenses thereby incurred by the Seller, such compensation to be decided by the Seller in its absolute discretion.

Property: Notwithstanding delivery of the goods, title in the goods or any part thereof shall only pass to the Buyer when payment in full for all goods whatsoever supplied by the Seller has been made. The Buyer shall permit so far as it is able and shall use its best endeavours to assist any officer, employee, representative or agent of the Seller to enter onto any premises where the goods may from time to time be situate and to repossess the goods at anytime prior to title passing to the Buyer. Until such time as title passes to the Buyer, the Buyer shall hold the goods as the company's fiduciary agent and bailee. The Buyer shall store the goods separately and in such a way that they can be readily identified as being the products of the Seller and shall immediately return the goods to the Seller should it so request. Subject to the conditions above, the Seller shall be at liberty to sell the goods referred to in the ordinary course of business as principal and not as agent for the Seller. The Buyer shall have no authority to enter into any contract of sale on behalf of the Seller and any contract shall accordingly be concluded in the name of the Buyer. The Seller shall be legally and beneficially entitled to the proceeds of sale and the Buyer shall pay such proceeds into a separate account or otherwise shall ensure that all proceeds are kept by or on behalf of the Buyer in a separate and identifiable form.

In particular, but without prejudice to the generality of the foregoing, the Buyer shall not pay the proceeds into any bank account that is overdrawn. The Seller reserves the right of disposal of each item of the goods, and the property therein shall not pass to the Buyer, until (i) receipt by the Seller of payment in full for such item and all other items of the same type supplied by the Seller to the Buyer and default interest and all other monies on any account whatsoever owed by the Buyer to the Seller, or if earlier, (ii) sale by the Buyer of such item to an independent third party arm's length terms in the ordinary course of the business (which sale shall be by the Buyer as principal and not as agent for the Seller). Pending the passing of property, the Buyer shall keep the goods in good condition, shall not dispose of, charge or encumber them or any interest therein or purport to do so other than under (ii) above shall (in the absence of proof to the contrary) be deemed to deal with them and other goods of the same type supplied by the Seller in the order in which they are delivered, shall retain possession of them, and shall store them separately or mark them so that they may be readily identified as the Seller's property.

Specifications, advice, warranties and conclusions:

a) Subject to b) to c) below (i) the Seller need not give any information, advice or recommendations as to the use, toxicity, transportation or storage of the goods; but (ii) any which has been or is to be given by or on behalf of the Seller although based on results from experience and test and believed to be accurate is without any liability whatsoever (whether in contract, tort or otherwise) on the part of the Seller; and (iii) the Buyer should accordingly form its own assessment and carry out such tests as are necessary to establish the suitability of the goods for the Buyer's intended application, methods and requirements.

b) The Seller warrants that if on despatch from the Seller's factory, the goods fail to comply with any specification accepted by the Seller in writing as binding; and the Buyer notifies the Seller in writing and in reasonable detail as soon as reasonably practicable after the Buyer becomes, or should reasonably have become aware of the failure (and in any event within 30 days after delivery) then the Seller shall (i) without charge replace the goods or (at the Seller's discretion) (ii) waive or refund, or issue a credit note against all, or an appropriate proportion, of the price on the basis that the contract is cancelled to the extent it relates to those goods and (iii) without undue delay notify the Buyer of its chosen method of remedy.

c) The Seller's obligations and liabilities to the Buyer arising out of or in connection with the goods shall be limited to (i) those expressly set out in these conditions or otherwise accepted or in writing by the Seller as part of the contract. Liability for breach shall not extend to consequential loss, being loss or damage which does not directly and naturally flow from the supply of goods, including loss of profits, of use, overhead costs, collateral damage or of contracts arising out of the supply or failure of supply of goods; (ii) liability under the applicable law of any part of the United Kingdom ("UK Law") for death or personal injury or physical damage to the Buyer's property (not for consequential loss) resulting from negligence or breach of duty (as defined in sections 1 and 25 of the Unfair Contract Term Act 1977 - UCTA); (iii) if the Buyer details as a consumer or (in Scotland) the contract is a consumer contract (as defined respectively in sections 12 and 25 of the "UCTA"), those arising by virtue of sections 13, 14 and 15 of the Sale of Goods Act 1979 and (iv) any other which are implied by UK law only to the extent that by UK law they cannot be limited, restricted or excluded. The Buyer acknowledges that this is reasonable and reflected in the price and shall accept risk and/or insure accordingly.

d) Subject to the foregoing, no collateral contract and no representation warranty, condition, stipulation, liability or obligation whatsoever (without limitation, whether arising (i) in contract, tort including negligence or otherwise: or (ii) expressly implied, at common law, by statutes, custom, usage or course of dealing or otherwise, or (iii) in relation to loss, injury or damage of any nature whatsoever whether direct or consequential) is given, made or undertaken by the Seller or its employees or agents in relation to the goods (without limitation whether in relation to their description, correspondence with sample, state, condition, quality, performance, safety, merchantability fitness for any particular purpose or other characteristic on delivery or at any other time) all of which are hereby excluded and extinguished.

e) Nothing in this Condition shall affect the statutory rights of a consumer.

Trade marks, instructions, etc: The Buyer shall not, without the Seller's prior written consent, (i) allow any trade or service mark of the Seller or any instruction or warning applied to the goods to be obliterated or obscured or (ii) use or apply any such mark itself. The Buyer shall (1) comply, and ensure that its employees and agents comply, strictly with all warnings, data sheets and other material supplied by the Seller with or in connection with the goods (2) when supplying the goods, ensure that they are accompanied by the same, and (3) indemnify the Seller against the consequences of any failure by the Buyer to do (1) and/or (2). All know-how, samples and other items relating to the goods, or their development or 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.

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 anyway adversely affected by (1) any act or default on the part of the buyer or any third part, (b) any Act of God, War, not civil commotion, strike, lock-out, sit-in, industrial or trade dispute, fire, flood, adverse weather, disease, accident, legal or regulatory obligation or shortage of any material, labour, electricity or other supply, or (c) any other cause whatsoever which the Seller could not reasonably have been expected to prevent.

Assignment: The Buyer shall not assign, mortgage, charge, sub-let or otherwise dispose of any contract or any rights thereunder in whole or in part without the Seller's prior written consent.

Events of default, termination, repossession etc: if (i) the Buyer fails to pay the price promptly: (ii) the Buyer otherwise breaches the contract or any other contract with the Seller and the breach, if remediable and previously notified to the Buyer, is not remedied within seven days: (iii) any steps are taken with a view to the Buyer or any of its assets becoming subject of any form of winding up, administration, receivership, insolvency proceedings, arrangements with creditors generally, enforcement of security or legal process or repossession or (iv) the Seller certifies to the Buyer that it otherwise has reasonable grounds for believing that the Buyer is insolvent or that the Seller's right to receive payment or its interest in the goods, in jeopardy, then the Buyer shall be deemed to have repudiated each contract with the Seller, who may (at its discretion and without prejudice to its other rights hereunder or otherwise) by and/or following written notice to the Buyer, (1) suspend any deliveries to be made under, or terminate, cancel or rescind, the contract and any other contracts with the Buyer: (2) revoke any express implied authority to sell, use or consume any goods the property in which has not passed to the Buyer and required the Buyer to deliver them to the Seller (and the Buyer shall forthwith do so, failing which the Seller may repossess them, enter the premises where they are or thought to be without liability for any resulting damage, against the consequences of which the Buyer shall indemnify the Seller) and re-sell them or transfer the property in them to the Buyer, (3) declare (whereupon there shall forthwith become) immediately due payable and interest bearing any amounts owed by the Buyer to the Seller under any contract and (4) set off any amount owed by the Seller to the Buyer against any amount owed by the Buyer to the Seller under contract, in each case on any account whatsoever.

Forbearance: The Seller's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Buyer and no waiver by the Seller in respect of any breach shall operate as a waiver in respect of any other or subsequent breach.