

## STANDARD TERMS AND CONDITIONS OF SALE

### DESCRIPTION

1. THE COMPANY means Ellsworth Adhesives Limited.
2. THE GOODS means the Goods specified on the Quotation, Despatch Note or Invoice.
3. THE BUYER means the party who buys or has agreed to buy the Goods.
4. THE CONTRACT means the Contract between the Company and Buyer for the Sale of the Goods.

### GENERAL

5. These conditions shall apply to the sale by Ellsworth Adhesives Limited of Adhesives, Dispensing Equipment and any other items from time to time offered for sale by the Company ("Goods") and purchased by any Customer (Buyer).
6. The following terms and conditions supersede any inconsistent or supplementary provisions contained in the Customers purchase order or any other communication. The Company Contracts with the Customer on condition that the Customer accepts these terms and conditions without modification or qualification and, without prejudice to this, the delivery of Goods or the acceptance of Goods shall constitute an unqualified acceptance by the Customer of these terms and conditions. No representations, warranties or guarantees other than those contained herein and no variation of these terms and conditions shall be binding on the Company unless contained in a written document signed by a director of the Company. Any variation, representation or guarantee made as aforesaid will apply only to the particular order concerned, except where otherwise agreed.

### PRICES

7. The Company reserves the right to change the price for Goods stated on its price list in force at the date of order acceptance of the Goods. Value Added Tax and any other taxes or duties chargeable in respect of the sale of Goods shall be payable by the Customer in addition.
8. Payment is due in full 30 days nett invoice.
- 8.1 Failure to pay within the agreed terms of business and credit terms will result in you being liable for all recovery and legal charges.
- 8.1.1 In addition, we may apply the Late Payment of Commercial Debts (Interest) 1998. The effect of this legislation allows businesses to charge 8% above the Bank of England Base Rate set twice on an annual basis.

### DELIVERY

9. Any delivery date quoted is only an estimate and not of the essence. The Company accepts no responsibility or liability for any delay or failure to deliver.

### WARRANTY

10. The Company warrants to the Customer that the Goods are free from defects in materials or workmanship at the time of supply. The Company's only liability in the event of any breach of this warranty shall be to replace without charge any defective Goods returned to it within ninety (90) days from the date of delivery, and to refund to the Customer any postage costs incurred in returning the defective Goods. This warranty does not oblige the Company to replace Goods damaged through misuse or neglect.
11. The undertaking to replace or repair Goods which fail to comply with the warranty contained in Clause 6 shall be the full extent of the Company's liability in respect of the sale of Goods. Except as aforesaid, all warranties or representations, expressed, implied, statutory or otherwise and whether arising under the contract of sale, or under any prior agreement, or in oral or written statements made by or on behalf of the Company in the course of negotiations with the Customer or its representatives, are hereby excluded. Under no circumstances shall the Company be liable for any direct, indirect, consequential or incidental loss or damage or injury of any kind whatsoever (including without limitation, loss of revenue, contracts or profits) or for any damage to or destruction of property, however caused or arising and whether or not as a result of negligence of the Company, except for death or personal injury caused by the negligence of the Company.

### SPECIFICATIONS

12. The Company reserves the right to change designs, colours, materials or specifications of Goods at any time without prior notice.

### RETURN OF GOODS

13. Goods incorrectly ordered (either as type or as to quantity) by the Customer will NOT be accepted for return by the Company unless prior approval to such return has been given by the Company, such approval to be given at the sole discretion of the Company and, if given, may be subject to a payment by the Customer to cover the Company's costs.

### DAMAGED GOODS

14. The Customer must notify the Company within seven (7) days of delivery of any damage to Goods in transit and the Company will replace such Goods free of charge. The Company shall not be required to replace any Goods damaged in transit and the Customer shall be obliged to pay for them, if the Customer does not comply with this notification requirement.

### ORDER CANCELLATIONS

15. The Company does not acknowledge any implied right of cancellation and reserves the right to make such charge as it considers reasonable if, (without prejudice to the foregoing) it expressly accepts that any order may be cancelled in whole or part. No cancellation will, under any circumstances, be accepted by the Company where Goods have been ordered to meet non-standard requirements of the Customer or if the Goods have already been despatched to the Customer at the date of the proposed cancellation.

### RISK PROPERTY AND REPOSSESSION

16. Risk of loss or damage to the Goods shall pass to the Customer on delivery by the Company to the Customer.
- 16.1 Absolute property in the Goods shall remain in the Company until the Company receives payment in full and any additional sums due under the contract under which the Goods are supplied.
- 16.2 For these purposes the Company has only received a payment when the amount of that payment is irrevocably credited to its bank account.
- 16.2.1 Subject to clause 16.2 the Company shall retain title to the Goods where the Goods have been attached to any other product not owned by the Company provided the Goods are readily identifiable or separate from the resulting composite or mixed product.
- 16.2.2 If any Goods owned by the Company are attached to, mixed with, or incorporated into any other product not owned by the Company and the Goods are not identifiable or separate from the resulting composite of mixed product, title to the resulting composite or mixed product shall rest in the Company and shall be retained by the Company for as long as, and on the same terms as, those on which it would have retained title to the Goods.
- 16.3 The Customer shall store any Goods owned by the Company in such a way that they are clearly identifiable as the Company's property, shall maintain records of them identifying them as the Company's property, of the persons to whom it sells or disposes of such property and of the payments made by such persons for such property. The Customer will allow the Company to inspect these records and the Goods themselves upon request. In the event of any doubt as to ownership, any Goods in the Customer's possession supplied by the Company shall be deemed to belong to the Company unless the Customer can prove otherwise. The Company shall be free at any time when any payments from the Customer are outstanding to appropriate payment made by the Customer to any outstanding invoice notwithstanding any express appropriation by the Customer at the time of payment.
- 16.4 If the Customer sells or otherwise disposes of or makes any insurance claim in respect of the Goods prior to making payment in full for the Goods, it shall not give any warranties or incur any liability on behalf of the Company. The Company shall be entitled to trace the proceeds of sale or any insurance proceeds received in respect of the Goods. Such proceeds shall be paid into a separate bank account and shall be held by the Customer on trust for the Company.
- 16.5 If the Customer fails to make any payment to the Company when due, enters into bankruptcy or a composition with a creditor, has a receiver or manager appointed over all or parts of its assets, or becomes insolvent, or if the Company has reasonable cause to believe that any of these events is likely to occur, the Company shall have the right, without prejudice, to any other remedies.
- 16.6 To enter without prior notice any premises where property owned by it may be and to discharge any sums owed to it by the Customer.
- 16.6.1 To require the Customer not to re-sell or part with possession of property owned by the Company until the Customer has paid in full all sums owed by it to the Company.
- 16.6.2 To withhold delivery of any undelivered Goods and to stop any Goods in transit.

### FORCE MAJEURE

17. The Company shall not be liable for any loss or damage caused by the delay in the performance or by the non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever which is beyond the Company's control including, but not limited to Acts of God, hostilities, civil disturbance, requisitioning, governmental or municipal restrictions, prohibitions or enactments of any kind, strike, lockout or trade disputes (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident. Should any such event occur the Company may cancel or suspend any order of Goods by the Customer without incurring any liability for any loss thereby occasioned.

### PROPER LAW

18. These conditions shall be governed by and construed by Scottish or English law which shall have exclusive jurisdiction in connection herewith.

### MISCELLANEOUS

19. In the event that any provisions of the Standard Terms and Conditions of Sale or any such provision be held by a Court of Law to be contrary to Law, the remaining provisions of the Standard Terms and Conditions of Sale shall remain in full force and effect.