

TERMS & CONDITIONS OF SALE

BEGG & CO THERMOPLASTICS LTD

EXISTING AGREEMENT:

The terms and conditions contained in any current written agreement signed by the Seller and the Buyer for the supply of the Product shall take precedence over the following Conditions of Sales, but otherwise the following Conditions of Sale are exhaustive when read with any terms attached hereto.

DEFINITIONS

“Buyer” means the person intending to purchase Product from the Seller. “Seller” means Begg & Co Thermoplastics Ltd. “Product” means the product(s) ordered by the buyer and available from the Seller. “Contract” means the following Conditions of Sale and any terms attached hereto. “Buyers Documents” means any document containing terms and conditions related to the Product prepared by the Buyer and submitted to the Seller including, without limitation, receipts and confirmation of order.

CONDITIONS OF SALE

1. Price The buyer shall pay the Seller any excise duty, VAT or equivalent tax in addition to the price quoted.

2. Payment (i) The Seller may require the Buyer to pay cash on or before delivery; otherwise, payment is to be made in funds of good value not later than the thirtieth day of the month following the month of loading by means of cheque or such other means as the Seller shall require. (ii) The seller reserves the right (without prejudice to the Buyer’s obligation to pay on the due date or any other rights of the Seller) to charge interest on any overdue balance at 8% above the Base Rate of the Bank of England prevailing from time to time and accruing daily.

3. Reception Facilities The buyer shall provide safe and sufficient facilities for the reception and storage of Product and will indemnify the Seller, its employees, contractors and agents against any damages, claims, costs or expenses arising out of or in connection with a breach of this condition.

4. Statutory and Other Requirements

The buyer warrants that it has complied and undertakes to continue to comply with the requirements of all applicable laws, including but not limited to the Health & Safety at Work Act 1974 and with the requirements of any competent authorities in so far as they relate to the receipt of storage of Product.

5. Safety Data

The Seller will on request send the Buyer health and safety data as known to it on handling and use of Product. The Buyer shall forthwith notify the Seller if the buyer has not received such information by the delivery date. Buyer shall provide this information to anyone who may be exposed to the hazards of the Product.

6. Sellers Warranties and Exclusions

The Seller warrants that the Product shall accord with the Seller’s standard specification for that Product current at the Product dispatch date. All warranties, conditions, or undertakings by the Seller as to quality, fitness for purpose, description or otherwise (howsoever made or implied) other than those contained in these Conditions of Sale shall be excluded to the extent permitted by law.

7. Pallets

Where deliveries of Product are made on the Seller’s returnable pallets the Buyers undertakes to keep such pallets in good condition and to make them available for collection by or on behalf of the Seller if required.

8. Claims

Unless the Seller is given written notification as follows of any claim (but not upon a Delivery Advice), the Seller shall be relieved of any liability to the Buyer for Such claim. Total Loss or Non-

Delivery: within 7 days of applicable invoice. Damage, Part Loss or Short Delivery: within 3 working days of receipt of the Product. Any other claim: within 28 working days of the date of receipt of the Product. "Loss" in this paragraph means any loss of or defect in the Product, which could have been discovered by the Buyer upon proper inspection at delivery. The Seller's maximum liability for any claim by the Buyer arising in connection with this Contract howsoever caused shall be the invoiced value of the quantity of the Product the subject of or involved in such claim. The Seller shall have no liability whatsoever for any loss of anticipated loss of profit, loss or anticipated loss of revenue, business interruption, loss of any contract or other business opportunity or any other consequential loss of a similar nature.

9. Delivery, Risk and Title

(i) Delivery of the Product shall take place: (a) Where the Seller or its carrier undertakes delivery of the Product, upon unloading from the Seller's vehicle, ship or other transport at the premises specified by the Buyer. (b) Where the Buyer or its carrier undertakes to collect the Product: upon loading onto the Buyer's vehicle or other transport at the premises specified by the Seller. (ii) The Product shall be at the Buyer's risk from the time of delivery. (a) Product delivered hereunder remains the absolute property of the Seller (but not the risk) until the payment in full of the invoiced price thereof and all other monies owing by the Buyer to the Seller on any account whatsoever. (b) Until such payment in full Buyer shall so far as is practicable store Product in such a way that it shall not be damaged or deteriorate and shall be readily identifiable as property of the seller. If the Buyer mixes such Product with similar products, it will be deemed to have used or disposed of such other products before using or disposing of any of the Seller's. (c) In the event of the non-payment of any monies due from the Buyer, the Seller shall have the right immediately after giving notice of its intention so to do to enter the Buyer's premises with such transport as may be necessary to repossess Product to which the Seller has title. (d) If prior to such payment to the Seller the Buyer uses or disposes of the Product, any goods, materials or proceeds derived from such use or disposal shall be the property (but not the risk) of the Seller until such payment is made in full and the Buyer shall account to the Seller for any such proceeds. The Seller shall have a like right in respect of such goods or materials to enter and repossess as it does in respect of Product. (e) Nothing in this clause shall confer any right on the Buyer to return Product sold hereunder or to refuse or delay payment therefore, unless otherwise agreed.

10. Force Majeure

Neither party shall be liable for any failure to fulfil any term of this Contract if fulfilment is delayed hindered or prevented in whole or in part by any circumstance whatsoever which is not within its immediate control including, but without limiting the generality of the foregoing: Strikes, lockouts, labour disputes of any kind, partial or general stoppages of labour (including working to rule), refusals to perform any kind of work (whether any of the foregoing are lawful or relate to that party's own employees or others); war, hostilities, terrorist activity or any local or national emergency; any regulation, order or request of interference by or restriction imposed by any international, national, provincial, port or other public authority or any person purporting to act for such an authority; breakdown or of accident to plant, machinery or facilities; failure of or hindrances to transportation; in the case of the Seller, shortages for whatever reason in the Seller's or any of its suppliers' stocks of Product or the feedstocks from which Product is derived; the threat or reasonable apprehension of any of the foregoing events. If such circumstances affect the Seller's fulfilment of any term of this Contract, Seller may withhold, reduce or suspend deliveries hereunder to such extent that it thinks fit and in particular (without limitation to the generality of the foregoing and subject to its operating requirements) to allocate on any fair and reasonable basis according to its discretion between the customers whether under contract or not (including affiliated companies) such products as may be available to it in the ordinary and usual course of its business and to effect deliveries thereof at such terms and in such manner as it may decide. Seller shall in no case be bound to purchase or otherwise obtain or arrange for deliveries of the Product or feedstocks or to take any other steps to make up inadequate supplies or to replace deliveries so withheld, reduced or suspended. Any such deficiencies in deliveries shall be cancelled from this Contract with no liability to either party and the Buyer shall

be free to purchase from other suppliers those quantities of Product which the Seller fails to deliver hereunder.

11. Concessions

Any relaxation or concession that may be granted by the Seller in regard to this Contract shall not in any way affect or prejudice the Seller's rights hereunder and may be withdrawn at any time without prior notice.

12. Assignment

Neither party may assign this Contract without the written consent of the other save in the case of the Seller where such assignment is to an affiliated company and prior written notice has been given to the Buyer.

13. Termination

The Seller may, without prejudice to its other rights or to those provisions of this Contract intended to survive termination, either suspend deliveries or terminate this Contract forthwith by written notice to the Buyer if the Buyer fails to pay the Seller on the due date or commits a breach of any other obligation hereunder or becomes subject to a procedure for dissolution or bankruptcy or has a receiver, administrative receiver, liquidator or the like appointed or is generally unable to pay its debts as they fall due (and in all such circumstances all sums payable by the Buyer to the Seller on any account whatsoever shall become immediately due and payable)

14. Severability

If any provision of this Contract is invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract, which will remain in full force and effect.

15. Governing Law

English Law will be applied to this Contract, and the parties accept the exclusive jurisdiction of the English Courts.

16. Buyer's Documents

Buyer's documents, now or in the future, shall not supersede, add to or amend in any way this Contract regardless of any provision to the contrary in the Buyer's Documents and shall be regarded as being formally rejected by the Seller without notice or objection.

17. Amendments

Any amendment to this contract shall only be effective if made in writing and signed by the Seller and the Buyer.