



**CMI LIMITED TRADING TERMS AND CONDITIONS OF SALE:
Issued from effect from 1st September 2000.**

1. DEFINITIONS

“Supplier” means CMI Limited and/or its subsidiary companies.

“Purchaser” means the limited company, partnership or individual purchasing the goods and/or services the subject of the Suppliers offer.

2. BATTLE OF FORMS

The acceptance of our offer is deemed to incorporate the acceptance of the underwritten Terms and Conditions except those specifically waived or varied by us in writing notwithstanding any term in any conditions of purchase purported to be to the contrary.

3. The Purchaser must give to the Supplier sufficient technical and other information to enable the Supplier to proceed with fulfilling the Contract. The Purchaser acknowledges that the sale is not a sale by description and the Supplier cannot be deemed to know the actual purpose for which the Goods are used.
4. If the Contract requires the Purchaser to buy by sample then it is the duty of the Purchaser to notify the Supplier within twenty four (24) hours of receipt of the analysis of the sample the results thereof otherwise there will be implied a condition in the Contract that the Purchaser is satisfied with the sample and the Goods pursuant thereto.
5. It is the duty of the Purchaser to state with particularity the precise chemical formula of Goods sought to be required.
6. There are excluded from the Contract between the Parties any implied terms which might otherwise exist by virtue of trade or other dealings either generally or specifically.
7. All prices quoted by the Supplier are exclusive of VAT in the case of sales within the United Kingdom. VAT at the appropriate rate must be added. In the event that the raw material and other costs incurred including non-exhaustively imports or other levies by the Supplier increases between the time that the order is placed and the time of delivery the Supplier reserves the right to charge the price current at the time of delivery.

8. DELIVERY

- (a) In the case of orders for delivery within the UK and unless stated price is inclusive of delivery.
- (b) In the case of delivery of Goods outside the UK the terms of delivery are as agreed between the Supplier and the Purchaser.
- (c) Any delivery date, quoted no matter how specific is for guidance only time shall not be deemed to be the essence of the Contract unless previously agreed specifically as such by the Supplier and the Purchaser in writing. The Supplier shall not be liable for any delay in delivery of Goods.
- (d) If the Goods are to be delivered in instalments then each delivery shall constitute a separate Contract. Failure by the Supplier to deliver any one or more instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

9. PAYMENT

- (a) Payments for the Goods shall be made to the Supplier by the Purchaser 30 days from date of Invoice unless otherwise agreed in writing by the Supplier.
- (b) If the Purchaser fails to make payment on the due date then the Supplier shall be entitled to:-
 - (i) Cancel or suspend any further deliveries without responsibility for breach and
 - (ii) Charge interest on all sums due to the rate of up to 5% per annum above the basic rate appertaining from time to time of Royal Bank of Scotland Plc.
 - (iii) The Supplier may take action, including but not limited to, Legal Proceedings in order to recover the debt.

10. RISK AND TITLE

- (a) Risk of damage to or loss of the Goods shall pass to the Purchaser when the goods are delivered to or collected by the Purchaser or its agents.
- (b) Notwithstanding risk in the Goods having passed in accordance with Paragraph (a) hereof title of the Goods shall not pass to the Purchaser until payment has been received by the Supplier for the Goods and any other Goods supplied to the Purchaser.
- (c) Until the title in the Goods passes to the Purchaser shall keep the goods separately from those of the Purchaser and third parties and clearly identified and mark the Same with labels as the Suppliers property and shall not incorporate or use the same in any manufacturing process or part with procession of the same until the goods are paid for.
- (d) When payment of any sum due to the Supplier from the Purchaser becomes or if the Purchaser becomes solvent and goes into liquidation has a Winding-up Order made against him or appoints an Administrator of Administrative Receiver over its assets income or any party thereof into an arrangement with its Creditors either voluntary or otherwise all sums owed to the Supplier shall immediately become due and payable and the Supplier shall have the right to recover and resell the goods and may enter upon the Purchasers premises by its servants or agents for that purpose.

11. CLAIMS FOR LOSS OR DEFECT

- (a) The Purchaser shall inspect the Goods immediately upon delivery and shall within three (3) days of delivery or in the event of non-delivery within (7) days or receipt of Invoice give notice in writing to the Supplier by e-mail and by ordinary first class post

of any shortage, breakage defect or any other matter or things by reason whereof it is alleged that the Goods are not in accordance with the Contract.

- (b) The Goods in respect of which the Purchaser makes any claim hereunder shall be preserved in tact as though for a period of fourteen (14) days from notification of the claim by which time the Supplier or its agent shall have to attend the Purchaser's premises and investigate the complaint and to take such samples and to make such tests or other inquiries as the Supplier thinks fit.
- (c) If the Purchaser shall fail to give any notice of preserve the Goods are required pursuant to Paragraph (b) hereof then the Goods shall be deemed in all respects as if to be in accordance with the Contract fit for purpose and of merchantable quality and the Purchaser's shall have deemed to have received and accepted the Goods.

12. LIABILITIES AND WARRANTIES

- (a) The Supplier warrants that the Goods are as described in the Company's current literature (which the Company reserves the right to amend without by notice to the Purchaser) or as confirmed in writing by the Company. Save as aforesaid all conditions guarantees, Warranties whether expressed or implied by statute common law or otherwise are hereby excluded to the extent that such exclusion is prevented by operation of law.
- (b) The Companies liability for any loss or damage including any consequential loss resulting from defective Goods or any acts on the part of the Supplier its servants or agents (excluding liability for death or personal injury which the Supplier acknowledges cannot be excluded by process of law) be limited to the price of Goods sold. The Supplier accepts no liability for any consequential losses of the Purchasers.

13. PATENT/TRADE MARKS

The supply of Goods by the Supplier shall not confer or imply any right upon the Purchaser to use any of the Suppliers Trade Marks or Patents which shall at all times remain the property of the Supplier.

14. ANTI-CORRUPTION

All parties shall each comply with all applicable laws, regulations, codes and guidance relating to the prevention of bribery and corruption.

15. FORCE MAJEURE

In the event of the Supplier being rendered unable wholly or in part by force majeure to carry out its obligations under the Contract it is agreed that upon the Supplier giving notice and full particulars of such force majeure in writing to the Purchaser as soon as they are affected by such force majeure shall be suspended during continuance of any inability so caused but for no longer that such cause so far as possible to remedied with all feasible despatch. The term "Force Majeure" as implied herein to mean act of God strikes lockouts or other industrial disturbances act of the public enemy or blockades riots epidemics landslides earthquakes fire storms floods washouts arrests and restraint or rules and peoples civil disturbance explosion breakage or accidents to machinery lines or by processing plant or welds. Government regulations of either the Suppliers or the Purchasers or any other Government capable of affecting the performance of the Contract or the supply of the goods or any United Nations resolution determined of or other inability to obtain raw materials or equipment or other resources temporary failure of fuel supply and in any other cause whether the kind herein enumerated or otherwise not within the reasonable control of the Supplier all of which by the exercise of due diligence by the Supplier is unable to foresee or overcome.

16. STORAGE

If the Purchaser does not take delivery or arrange for storage the Supplier will be entitled to arrange either at the Suppliers premises or elsewhere as agent on the Purchasers behalf and all charges for storage insurance demurrage shall be payable by the Purchaser.

17. UNFAIR CONTRACT TERMS

The Supplier has drawn up these Terms and Conditions of Sale in the light of the Unfair Contract Terms Act 1977 as Amended and consider it fair and reasonable and its prices are based on Contracts made on those Conditions. In the event of the failure of Purchaser will be deemed to have accepted that the Terms and Conditions are fair and reasonable.

18. THE PROPER LAW OF THE CONTRACT

The Terms and Conditions between the Supplier and the Purchaser should be construed according to and subject to English Law and our office in Newark, Nottinghamshire, notwithstanding any other inference to the contrary.