

TERMS AND CONDITIONS OF BUSINESS

Definition and Construction

“The Seller” shall mean Griffiths & Nielsen Limited, any associated company or subsidiary thereof or any duly appointed agent.

These conditions shall be deemed to be incorporated in any contract between a Buyer and the Seller and shall be construed in accordance with the provisions of English law prevailing at on or after the day any order has been accepted by the Seller.

Any disputes which may arise in relation to a contract shall be referred to a single arbitrator (who shall act as an expert and not as an arbitrator) in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force, the decisions of such arbitrator shall be final and binding upon the parties to the contract in dispute and his fees shall be borne by the party who appointed him.

Section 1: Applicable to all Orders

- 1.1 Acceptance:** All orders received shall be understood to be placed in accordance with these Terms and Conditions of Business. In accepting proprietary goods delivered by the Seller the Buyer shall be deemed to accept the Manufacturer's Terms and Conditions of Business as if the Buyer was dealing direct with the Manufacturer in addition to the conditions contained herein so far as applicable. Any other terms of business are excluded and no variation of these terms and conditions shall bind the Seller unless made in writing and signed by a Director of the Company with whom the order is placed.
- 1.2 Goods on Approval:** Where the Seller has agreed with the Buyer to supply goods to the Buyer for the Buyer's approval prior to acceptance then if the Buyer decides he does not require the goods he must return them at his own expense to the Seller in good order and condition within 30 days of receipt failing which the Buyer shall be deemed to have accepted the goods in accordance with the terms and conditions hereof and shall be bound to pay for the same accordingly.
- 1.3 Prices:** All quoted and printed prices are ex warehouse unless expressly specified to the contrary and are subject to alteration without notice. The Seller reserves the right to invoice goods at prices prevailing at the date of dispatch plus value added tax (if appropriate) at the appropriate rate.
- 1.4 Quotations:** All quotations are subject to confirmation. The right is reserved to correct any errors or omissions and to requote at prices prevailing at the date of dispatch in accordance with Section 1.3 hereof. Where the price of goods are under the Seller's direct control the Seller will, unless otherwise stated, hold quoted prices (or requoted prices, as the case may be) firm provided an order is received within 28 days from the date of the quotation but subject nevertheless to subsequent variation in accordance with section 1.3 hereof.
- 1.5 Delivery:** Whilst every effort is made to adhere to delivery dates, no liability whatsoever can be accepted for lateness or non-delivery howsoever arising. Deliveries offered ex stock are subject to goods being unsold at the date of receipt of the Buyer's order. The Seller reserves the right to change for delivery unless otherwise agreed and stated in writing in respect of individual transactions. Liability for any loss or damage in transit howsoever caused is not under any circumstances admitted to the Seller.

- 1.6 Delay:** Whilst every effort will be made to adhere to delivery dates, delay or failure to maintain a delivery date shall not entitle the Buyer to rescind or cancel any order or withhold any payment that may be due.
- 1.7 Additional Charges:** In view of the cost of servicing and handling small orders, the Seller reserves the right to apply a minimum order value charge in its absolute discretion.
- 1.8 Cancellation:** The Seller shall be under no obligation to accept amendment, cancellation or rescission of any order or any part thereof but may nevertheless agree in writing to such amendment, cancellation or rescission upon whatever terms and conditions it chooses to impose.
- 1.9 Warranty:** Goods are only guaranteed to the extent of the guarantee (if any) given to the Seller by the actual manufacturers; all other conditions, statements and warranties, express or implied, statutory or otherwise on the part of the Seller are hereby excluded.
- 1.10 Title:** (a) The title in goods sold to the Buyer by the Seller shall not pass to the Buyer until all sums due to the Seller from the Buyer (whether in respect of these goods or otherwise) have been paid to the Seller. If the buyer defaults in payment any such sum the Seller shall be entitled to take such action against the Buyer as it may be entitled in law or in equity without further reference to the Buyer.
(b) The Buyer shall have the right before title in the goods has passed to resell the goods or any part thereof but shall pay to the seller the proceeds of sale or such part thereof as may be necessary to pay all sums due to the Seller from the buyer and until such hold the proceeds of sale on trust for the Seller.
(c) Notwithstanding sub clause (a) of the clause, the goods shall be at the buyer's risk from the time they are delivered to the Buyer.
- 1.11 Dangerous Chemicals and Poisons:** Chemicals should be handled and used only by trained personnel or under appropriate supervision. No responsibility or liability whatsoever is accepted for any loss arising out of the storage, use or handling of chemicals howsoever caused. The sale of poisons is regulated by the Pharmacy and Poisons Act 1933, the Poisons List and the Poisons Rules and amending legislation from time to time laid or made by any competent authority.

Section 2: Home Orders

- 2.1 Terms of Payment:** Prices are strictly net for payment by the 20th of the month following the month in which the invoice is dated, and unless other terms have been arranged no deduction can be allowed. The right is always reserved (a) to request a remittance with an order, (b) where new accounts are involved, either to request two trade and Banker's references or to issue Pro-Forma invoices and (c) to charge interest on any balance from time to time outstanding and due to the Seller at 4 per cent per annum over and above the Base Rate from time to time charged by Midland Bank Limited.
- 2.2 Carriage:** Unless otherwise agreed and stated in writing the Seller reserves the right to charge for carriage irrespective of the mode of delivery.
- 2.3 Cases and Containers:** These, where chargeable, will be invoiced to the Buyer and will only be credited if returned in a condition acceptable to the Seller and with carriage paid to the Seller's warehouse within 30 days from receipt by the buyer. Charges for cases and containers must not but deducted when paying monies unless cancelled by a credit note.
- 2.4 Damage and/or Loss in Transit:** All goods conveyed by transport other than the Seller's own shall be at the risk of the buyer and no liability is accepted by the Seller. Any carrier and the Seller must be notified in writing of any shortages, error, breakages, loss or

damage, and such other notification must be received by the Seller and any carrier within 3 days of receipt of goods by the Buyer and of non-delivery within 14 days from the date of advise of dispatch, this is an absolute requirement and failure to comply with these conditions will invalidate any claim.

Section 3: Export Orders

3.2 Orders: No order can be accepted unless all necessary arrangements have been made to the satisfaction of the Seller regarding import and export licences and for the provision of payment.

3.3 Terms of payment:

(a) Orders from Buyers in the United Kingdom are dealt with in accordance with Section 2 paragraph 2.1.

(b) Orders from Buyers outside the United Kingdom must be covered by an irrevocable Letter of Credit confirmed by a London Clearing Bank (or a London Merchant Bank subject to the prior written approval of such Bank by the Seller) unless other arrangements have been made and agreed in writing. Letters of Credit should allow for part payments and shipments and in the case of orders including chemicals should permit deck or special stowage.

3.4 Delivery and Delay: All orders for overseas shipment are accepted in accordance with the conditions hereinbefore contained, it being understood and agreed that delivery time is the Seller's estimate of the time by which it can have the necessary goods ready packed for shipment. The Seller cannot accept any responsibility for delays in dispatch caused through non-availability of shipping space and/or other causes beyond its control.

3.5 Damage and/or Loss in Transit and Insurance

(a) The Seller accepts no responsibility for goods shipped uninsured and shall not be obliged to claim in respect of damage or loss where, at the Buyer's request, insurance arrangements have been made other than the Seller's own open cover with its insurers for the time being.

(b) Unless the Seller is specifically instructed otherwise, goods will be insured only against loss or damage in transit for the CIF value plus 10 per cent.

(c) The following claims procedure must be complied with by the insured or their agents when cover is arranged with the Seller's insurers:-

(i) Report claims immediately to the Agent of the insurer shown on the Insurance Certificate.

(ii) Claim on carrier, Port Authority or any negligent party for damage or omissions.

(iii) Apply immediately for survey in the docks by carrier's representative if any loss or damage is apparent at the docks.

(iv) In no circumstances give a clear receipt for goods when they are in doubtful conditions except under written protest to that effect which protest must be endorsed upon the receipt together with a statement to the effect that such receipt is being given without prejudice to any rights of the Seller, the Buyer or the Insurers of either party whether such rights be expressed or implied, statutory or otherwise.

(v) Give written notice to carrier's representative within three days of delivery if loss or damage was not apparent at time of delivery.

(vi) Send all correspondence with carrier or other negligent parties when submitting claim to the insurers.

(d) Extension of Cover will be necessary if the ordinary course of transit from ship to destination takes more than 60 days or if the Buyer interferes with the ordinary course of transit. The Seller's Insurers or their agents must be advised immediately in such circumstances and all additional premiums paid.

- 3.6 Import Licences:** Where applicable, Buyer's order must specify the number, date of expiry and value of the import Licence. It shall be the Buyer's responsibility to obtain all necessary Import Licences.
- 3.7 Bank Charges, Special Documentation, Fees & Duties:** All consular and bank charges, import and customs duties and any taxes arising from or by virtue of the contract are the liability of the Buyer.