



COBELL LIMITED CONDITIONS OF SALE

1. GENERAL:

All sales are based exclusively on these conditions and differing conditions of the buyer cannot be considered even if not expressly contradicted. All orders shall be offers and shall not be binding upon us until accepted in writing.

2. PRICES:

Prices are inclusive of packaging unless stated otherwise. We reserve the right to amend the contract price by notice to the buyer and to invoice our selling prices ruling at the date of despatch. We also reserve the right to add surcharges for small quantities and small packing.

3. PAYMENT:

Unless otherwise agreed by the parties in writing, payment for each delivery shall be received not later than thirty days from the date of seller's invoice, and shall be made in the currency specified in this contract. Failure to pay at the due date shall entitle Seller, without prejudice to its other rights and remedies to withhold or cancel subsequent deliveries and to charge buyer interest on overdue accounts at the rate of 2% above Barclays Bank Base Rate from time to time in force.

4. DELIVERY:

Unless otherwise agreed in writing the following shall apply:-

- (i) All delivery dates are estimates only. We shall not be liable for any damage or loss arising directly or indirectly out of delay in delivery nor shall the buyer be entitled to refuse to accept goods supplied because of late delivery;
- (ii) If the buyer fails to require delivery when due or refuses to accept any delivery we shall be deemed to have tendered and the buyer to have refused to accept such delivery and the buyer shall be deemed to have repudiated the contract;

Delivery shall be deemed to have taken place:-

- (a) where transit is arranged by us when the goods have been conveyed to the place for delivery named in the contract ready for unloading by the buyer or agents;
- (b) where transit is not arranged by us when the goods are loaded for despatch to the buyer or agents from our works.

5. LOSS OR DAMAGE IN TRANSIT, SHORT WEIGHT, NON-DELIVERY:

Where transit is arranged by us and the goods supplied are damaged in transit or having been placed in transit, are not delivered to the buyer or are of short weight or volume:-

- (a) The buyer in the case of damage to the goods or short weight or volume, shall give notice within 3 days after delivery that the same has been delivered damaged or is of short weight or volume and in the case of non-delivery, shall within 10 days of the date of invoice give notice that the goods have not been delivered;
- (b) Our liability shall be limited to the replacement within a reasonable time of the damaged or non-delivered goods or the making up of short weight or volume provided always that we shall be under no liability whatsoever for any damage, short weight or volume or non-delivery if the transit was not arranged by us or if by reason of the failure of the buyer to give notice of damage or non-delivery as in this condition provided we shall be prevented from recovering compensation for such loss or damage from any third party. Damage is deemed to have accrued after delivery unless the contrary is proved by the buyer.

6. FORCE MAJEURE:

We cannot be held responsible for non-delivery or delay in delivery due to circumstances beyond our control such as interruptions of production and traffic, damages by fire, shortage of manpower, energy or raw materials, lockouts, intervention of governmental authorities and other cases of force majeure as long as such interruptions continue.

7. CLAIMS:

- (i) The buyer shall inspect the goods immediately upon delivery and shall within fourteen days of such delivery give notice in writing to us of any matter or thing by reason whereof it alleges that the goods are not in accordance with the contract. Any delivery book or note marked 'Not Examined' will not be accepted by us for the purposes of this sub-paragraph;
- (ii) If the buyer shall fail to give such proper notice as is required hereunder, then the goods shall be deemed in all respects to be in accordance with the contract and the buyer shall be deemed to have received and accepted the goods;
- (iii) The goods in respect of which the buyer makes any claim hereunder shall be preserved intact as delivered for a period of twenty one days from notification of the claim within which time we or our agents shall have the right to attend at the buyer's premises to investigate the complaint. Any breach of this condition shall disentitle the buyer to any allowance in respect of his claim;
- (iv) Goods represented by the buyer to be defective or not to conform to the contract shall if required by us be returned and in our absolute discretion shall either be replaced or be credited. Where the goods are to be delivered by instalments the buyer shall not be entitled to cancel any undelivered balance of the order without the prior written consent of the seller;
- (v) We may deliver against an order an excess or deficiency of up to 10% of weight or volume ordered; the quantity actually delivered will be stated in the invoice.

8. LIABILITY:

The goods supplied are warranted to be within our standard specifications for the goods current at the relevant time. All other conditions guarantees or warranties whether express or implied by statute common law or otherwise including but not limited to conditions guarantees or warranties as to quality fitness for purpose or description of the goods, their life or wear or use under any conditions whether known or made known to us or not are hereby excluded. Our liability for any and all loss or damage to the buyer from defective goods or from any other cause whatsoever shall be limited to the purchase price of the goods unless we shall have replaced them with goods conforming in all respects to the contract in which event we shall be under no further liability to the buyer. Subject as aforesaid we shall be under no liability in contract or in tort for any loss expenses injuries or damage direct or indirect nor any consequential loss provided always that except to the extent allowed by law, nothing in these conditions shall be construed as purporting to exclude our liability for death or personal injury arising from our negligence.

9. PROPERTY AND RISK:

Upon delivery the goods supplied shall be at the buyer's risk but the property in and title to the goods shall not pass to the buyer until payment for the goods and for all other debts due from the buyer to us shall have been made and until the passing of property and title the buyer shall hold in a strict fiduciary relationship the proceeds of sale of the goods and of any other goods or products in which the goods supplied are incorporated on trust for us absolutely and during such time the buyer shall store the goods supplied by us other goods and products aforesaid apart and separate from any unrelated goods and products. If the buyer shall commit any breach of these conditions or if any distress or execution shall be levied upon any of the property or assets of the buyer or if the buyer shall in our sole opinion be unable to pay us for the goods supplied or suspend payment of its debts or make any arrangements with its creditors or being a company have a Receiver appointed of its assets or pass any resolution to be wound up or being a person shall commit any act of bankruptcy or have any bankruptcy petition presented against it then and in such event we shall without prejudice to any other rights and remedies we might have and without liability whatsoever be at liberty forthwith by notice in writing to the buyer:

- (a) to cancel all orders and contracts or any part thereof remaining unfulfilled between us for the delivery of the goods;
- (b) either for ourselves or agents to have access to the buyer's premises for the protection removal realisation and disposal of any of the goods supplied at any time and from time to time in which the property shall not have passed from us to the buyer in accordance with these conditions of sale.

10. CONSTRUCTION:

This contract shall in all respects be treated and construed as an English Contract and in conformity with English law.