

**Mitsubishi Chemical Advanced Materials UK Limited**  
(Hereinafter referred to as The Company)**CONDITIONS OF SALE****1. DEFINITIONS**

- (i) "Buyer" means the person who buys or agrees to buy the goods from The Company.
- (ii) "Goods" mean the Goods which The Company is to supply in accordance with these conditions of sale.
- (iii) "Carrier" means such person notified to The Company by the Buyer as being authorised by the Buyer to take delivery of the goods on its behalf.

**2. GENERAL**

Unless otherwise expressly agreed in writing by either The Director or A Director of The Company, all Goods are sold upon the following terms and conditions of sale and no agent or representative of The Company has any authority to vary or omit these conditions. Any conditions printed on the Buyer's order forms are binding only insofar as they are in variance with those conditions. Unless stated otherwise in writing, these terms constitute the entire contract between The Company and the Buyer.

**3. ACCEPTANCE OF ORDER**

- (i) The price of the Goods shall be the price stated on The Company's quotation or such other prices expressly agreed by other parties. If no such price for the Goods is fixed the price shall be that listed in The Company's published price list current at the date when the contract is made. All quotations whether verbal or in writing are subject to The Company's confirmation on receipt and no contract shall be concluded until such written confirmation is given. Any quotation given by the Company is valid only for 30 days.
- (ii) The prices quoted are:
  - (a) Based on the cost of material, services and labour at the time of quoting and are subject to adjustment to cover any variations in such cost or increases in taxation or duty which might take place prior to completion of the contract, and
  - (b) Exclusive of packaging, carriage and VAT.
- (iii) Where the material is quoted as important and the rate of exchange on which The Company's quotation is based is also quoted, The Company reserves the right to vary the price quoted to reflect the rate of exchange for purchase of relevant currency listed in £ sterling quoted by Lloyds Plc on the date of delivery specified on condition 5.

**4. DESCRIPTION**

- (i) The description given to the Goods in any quotation or contract is given by way of identification thereof only and the descriptions and illustrations contained in the Company's catalogue, price lists and advertising material are intended merely to present an idea of the Goods described therein.
- (ii) Because of the conditions existing in the manufacture of the Goods the right is reserved to dispatch and invoice 5% more or less the exact quantity specified.

**5. DELIVERY**

- (i) The Company will endeavour to deliver the Goods at the time stated by The Company but delivery dates shall be regarded as estimates only. The Company shall not be liable for any claims resulting in delay in delivery however caused.
- (ii) Goods shall be deemed to be delivered when handing over to the Carrier. If supply is not possible due to import restrictions the Buyer shall not be entitled to claim against the Company whatsoever in respect of such non-delivery.
- (iii) In the case of delivery of Goods by instalments, the Buyer will not be entitled to treat the delivery of faulty Goods in any one instalment, or the late or the non-delivery of any one instalment, as a repudiation of the whole contract.
- (iv) If the Buyer fails to give delivery instructions within 14 days of the acknowledged delivery date, The Company shall (without prejudice to any other rights or remedies available to it) be entitled (but not obliged) to store the Goods at an available place at the Buyer's expense as to storage and insurance. On giving notice to the Buyer, The Company may sell the goods not delivered to the Buyer or its agent. The Buyer shall be liable to pay the costs of the sale. If the Goods are sold less than the price payable to the Buyer, the Buyer shall be liable to pay The Company the difference in price. This does not affect any other right or remedy The Company may have.

6. **RISK AND TITLE TO GOODS**

(i) The risk in the Goods passes to the Buyer upon delivery but the title of the Goods remains vested in The Company and shall only pass to the Buyer upon full payment being made by the Buyer, of all sums (due on whatever accounts or grounds) to The Company. In the event of the Goods being sold by the Buyer in such manner as to pass a third party title to the Goods, whilst any such sums are due as aforesaid, the Buyer shall be the trustee for the Company of the proceeds of such sale or to the claim for such proceeds and the Buyer shall place such proceeds in a separate account. Nothing herein shall constitute the Buyer as the agent of The Company for the purposes of any such sale.

(ii) The Buyer agrees that prior to the payment of the whole price of the Goods, The Company may at any time enter upon the Buyers premises and remove the goods there from and that prior to such payment the Buyer shall keep such goods separate and identifiable for this purpose.

(iii) In the event of the Goods becoming constituents of, or being converted into, other products whilst sums are due as provided in sub section (i) hereof, The Company shall have the ownership of the title to such other products as if they were the Goods and accordingly to sub section (i) hereof shall (so far appropriate) apply to such other products subject to the Buyer's right to the surplus of any monies released by the said Goods over those due to The Company as provided herein.

7. **PACKING AND CARRYING**

(i) Unless otherwise stated, Goods will be consigned by goods train or road transport to the address in the United Kingdom specified by the Buyer.

(ii) Unless otherwise stated, the cost of carriage and packing (including cases and materials) will be charged to the Buyer on the invoice for the Goods at the time of dispatch. Packing cases and materials are non-returnable unless stated otherwise.

8. **REJECTION**

No Goods to be returned to The Company without The Company's consent.

9. **NOTIFICATION OF LOSS OR DAMAGE**

The Company and the Carrier must be informed in writing (otherwise than on the Carrier's documents)

(i) Within seven days of receipt of invoice if the Goods have not been delivered and

(ii) Within three days of the Buyer obtaining possession of the Goods in the event of any deficiency or damage. Arrangements as far as notification of loss or damage is concerned, can from time to time be varied by The Company. Such change will be advised in writing.

10. **PAYMENT**

Unless otherwise stated, payment is strictly net cash to be paid one calendar month following date of invoice. Failure to make payments in respect of deliveries and instalments under this or any contract between the Buyer and The Company shall entail The Company to delay, suspend or cancel deliveries in whole or in part as its option without liability.

If the Buyer does not have a current account, a Pro-forma invoice will be issued and the Goods released after the payment is made.

**11. LIABILITY**

A) The Buyer shall inspect the Goods upon taking delivery of the Goods. The Company will, as regards Goods manufactured by it, make it good as its option by repair or replacement and defects therein due solely to defective workmanship or materials which are notified to The Company, and in the case of any defect discoverable upon reasonable notification such examination must be made within 21 days from the date of the delivery to the Buyer and in the case of any defect non-discoverable upon reasonable examination such notification must be made within a reasonable period from that date such defect is actually discovered provided that;

(i) The afore-said obligations on The Company shall not extend to defects caused by wilful damage, negligence (other than by servants or agents of the Company), incorrect storage or applications, packaging, movement, installation or defects caused by fair wear and tear and;

(ii) If required by the Company, the goods are returned to it within 14 days of request.

(iii) The Company's technical advice – whether verbal or in writing or by way of trials - is given in good faith but without warranty, and this also applies where proprietary rights of third parties are involved. It does not release the Buyer obligation to test the goods supplied by The Company as to their suitability for the intended processes and uses. The application, use and processing of the Goods are beyond The Company's control, and therefore entirely the Buyer's own responsibility. Should, in spite of this, liability be established for any damage to the Buyer's property by reason of the defective Goods, then such compensation payable to the Buyer will be limited to the lesser of (a) the invoice value of the Buyer, or (b) £500,000.

B) Save as herein set out for the liability from death or personal injury resulting from negligence, all expenses or implied conditions, representations or warranties as to quality or fitness of the Goods for the Buyer's purpose or otherwise expressly excluded.

C) Save for liability for death or personal injury resulting from negligence, the Company accepts no liability under any claim howsoever arising for any loss over the figure £5,000,000 or such other figure as is from time to time the limit of liability of The Company's insurers in respect of such claims.

D) The company shall not be liable to the Buyer in respect of any loss of profits, goodwill, revenue, anticipated saving or any other type of indirect or consequential loss arising from the use of the Goods.

**12. FORCE MAJEURE**

The Company shall be excused from any liability to the Buyer if performance of the contract is prevented or hindered by any cause whatsoever beyond The Company's control and in particular without prejudice to the generality of the forgoing Act Of God, War, Government Controls, restrictions or prohibitions or any other act or omission whether local or national, fire, flood, subsidence, sabotage, accident, strike or lock-out and shall not be liable for any loss or damage resulting from any such circumstances.

**13. LEGAL INTERPRETATION**

The Contract is governed by English law. Any dispute arising out of or in connection with this contract shall be determined by the English courts.

**14. SEVERANCE**

In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.