

Preform Technologies Limited
Terms & Conditions of Sale
These Conditions Contain Limitations of the Sellers Liability

1. General

- a) These conditions supersede all prior arrangements between the parties in connection with the products (unless otherwise stated on Seller's order confirmation) all other terms and conditions express or implied are excluded. None of the Seller's employees or agents has authority to modify these conditions.
- b) Nothing in these conditions shall restrict the statutory rights of a Buyer who deals as a consumer.
- c) When it is necessary for the Buyer to supply any materials or particulars to enable the Seller to effect delivery, such materials or particulars should be furnished within a reasonable time to enable the Seller to deliver within the correct time frame, as confirmed by the Seller's "Order Confirmation" issued by the Seller indicating the terms on which the products are supplied.

2. Delivery

- a) Delivery or despatch dates quoted or requested are given or accepted by the Seller in good faith but are not guaranteed. The Seller will endeavour to comply with a delivery date as stated on the Seller's order confirmation but such delivery date is a business estimate only, and the Seller shall be under no liability whatsoever for delay in delivery, or the consequences howsoever caused.
- b) Packaging is included in the price and is not returnable unless stated on the Seller's order confirmation.
- c) The Buyer shall accept manufacturing tolerances accepted in the trade, weights or quantities varying by not more than 5% from the contract weight or quantity.
- d) The weight or quantity stated on the Seller's despatch note shall be conclusive evidence of the amount delivered, except in the case of manifest error.

3. Price

- a) Unless otherwise stated on the Seller's order confirmation, prices are ex-works and exclusive of VAT and all other duties, fees or taxes.
- b) All sums due to the Seller shall be paid in the currency as stated on the Seller's order confirmation.
- c) Unless otherwise stated on the Seller's order confirmation, payment is due 30 Day's from the date of invoice.
- d) The Seller may require security for payment prior to dispatch, in such circumstance a Pro-Forma invoice will be issued.
- e) Unless prices are stated to be fixed on the Seller's order confirmation, the Seller may increase prices in accordance with increases in the Seller's costs and/or general price list increases occurring after the date of Seller's order confirmation but before despatch.
- f) The Buyer shall pay for any increase in delivery costs after the date of the Seller's order confirmation.
- g) Time of payment shall be the essence of the contract, the Seller reserves the right to charge interest at 3% above National Westminster Bank PLC base rate per annum for the time being (to accrue day to day) on any sum owed to the Seller under the contract which is not paid on the date specified in clause 3(c).
- h) The Seller may appropriate sums received from the Buyer against any debt due to the Seller from the Buyer (under this or any other contract), irrespective of any purported appropriation by the Buyer.

4. Sellers Warranty

- a) The Seller warrants that upon delivery the products:
 - (i) are sold with good title; and
 - (ii) comply with the Seller's current published data sheets
 - (iii) or where there are none, that they comply with any specification appearing on the Seller's order confirmation, and are made with sound materials and workmanship to normal standards accepted in the industry, in all material respects
 - (iv) have been manufactured in accordance with any special quality assurance procedures as specified by the Buyer and accepted by the Seller in writing.

SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE FIT FOR ANY PARTICULAR PURPOSE OF OR INTENDED USE BY THE BUYER, AND IT IS FOR THE BUYER TO SATISFY ITSELF THAT THE PRODUCTS ARE SO FIT.

- b) Clause 4a) does not apply to seconds, remainder stock or samples or to goods sold as obsolete or sub-standard, nor do they apply to the extent that any defect attributable to any material furnished by the Buyer for processing or incorporation into products supplied by the Seller.
- c) The buyer shall examine the products as soon as is reasonably practicable after delivery. The Buyer should immediately notify the Seller of any incomplete or failed delivery, loss or damage during carriage, or if the products fail to comply with the Seller's warranty.
- d) Any such notification should be received by the Seller within 30 days from the date of delivery.
- e) The Seller shall have the right to attend the Buyer's premises to investigate the complaint.
- f) Subject to notification within the period specified by clause 4d) if it is shown to the Seller's reasonable satisfaction that the products fail materially to comply with the Seller's warranty, the Seller shall be given reasonable opportunity to correct such failure, and will at the Buyer's option either replace the products (within a reasonable time) free of charge or refund the price paid by the Buyer.

5. Force Majeure

- a) Seller shall not be liable for any failure to comply with the contract related to any circumstances which are beyond the Seller's control, including but not limited to fires, flood, accidents, war, Acts of God, breakdown of machinery, shortages of power or materials.

6. Termination and Suspension

- a) Except where the Buyer has contributed to any delay, the Buyer may terminate or suspend the contract by giving notice to the seller within 30 days of the date stated on the Seller's order confirmation.
- b) The Seller may recover the cost of any materials specifically purchased to furnish the contract.
- c) The duration of any suspension is at the discretion of the Seller.
- d) The Seller may terminate or suspend the whole or any outstanding part of the contract in the circumstances:
 - (i) the Buyer fails to take delivery of or to pay for the products.
 - (ii) While investigating any claim relating to prior shipments
 - (iii) the Buyer becomes bankrupt or insolvent or
 - (iiii) breaches any other term of the contract.

7. Risk and Title

- a) All material of the Buyer consigned to the Seller's premises for processing shall at all times be at the Buyer's risk.
- b) Risk in the product shall pass to the Buyer upon delivery.
- c) Seller shall retain ownership of the products until:
 - (i) Seller has received payment in full
 - (ii) Buyer mixes or processes the product so as to lose their identity or become irrecoverably incorporated (the downstream product) or sells them at arms length to an unrelated third party, shall be the Seller's property until clause 7c(i) has been met.

8. Law

- a) This contract shall be governed and construed in accordance with English Law, the Buyer hereby agrees that English courts have sole jurisdiction to hear all claims or proceedings connected with the products or the contract. The Seller may bring claims in any other court of competent jurisdiction.