

STANDARD CONDITIONS OF SALE CATALYST RECYCLING LTD

1. GENERAL

- 1) The Seller means Catalyst Recycling Ltd and the Buyer means any person firm or company which buys or offers to buy Goods to the Seller.
- 2) The stipulated destination may be any place and condition of loading described on the Seller's contract.
- 3) These terms and conditions including those set out overleaf and any special terms and conditions agreed in writing by the Seller ("the Conditions") shall apply to the contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 4) Delivery of the Goods by the Seller to the Buyer shall be deemed conclusive evidence of the Buyer's acceptance of the Conditions.
- 5) Any variation of the Conditions shall be inapplicable unless previously agreed in writing by the Seller.
- 6) The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.

2. PRICE AND PAYMENT

- 1) The basis price shown overleaf shall be fixed for the duration of the contract and shall, unless otherwise defined in the contract, be inclusive of the charges for packing shipping carriage insurance and delivery of the goods to the Seller's stipulated destination and any duties imposts levies or charges other than VAT. The basis price shall be used by the Company for determining the price payable for the Goods which have been supplied. Provided that if the contract provides for different grades and/or types of raw materials to be included in the same delivery or if, contrary to the contract, the grade of the Goods included in the delivery is not uniform the Buyer after it has graded the Goods shall determine the price payable for them by reference to the basis price and the grade and/or type of raw material actually supplied.
- 2) The price is exclusive of VAT which shall be due at the rate ruling at the tax point of the invoice.
- 3) Unless otherwise agreed in writing by the Seller payment of the Goods will be made by the Buyer within fourteen days from the day the Goods are delivered.
- 4) Errors & Omissions Excepted.

3. QUALITY

- 1) The Seller shall endeavour to ensure that the Goods will when delivered comply with the specifications weights standards descriptions and sample quantities stated overleaf and that they will be of merchantable quality and fit for their purpose. The ultimate responsibility for establishing the quality of the Goods shall rest with the Buyer.
- 2) The seller makes no guarantee of product performance or accepts any liability in connection with the buyer's subsequent use of the Goods.

4. SUBSTITUTION

In the event that Goods specified by the Buyer are not likely to be available at the time required for fulfilment of the contract the Seller shall notify the Buyer in writing as soon as reasonably practicable. The Seller shall not be under any obligation to supply substituted goods.

5. DELIVERY

- 3) Delivery of the goods shall be made to the Seller to the destination and at the delivery date stated in the contract. Time of delivery shall not be the essence of the contract.
- 4) Delivery in instalments may be made by prior agreement between the Buyer and the Seller.

6. PACKING

The packing and packaging of the Goods shall be in a manner which is safe and maintains the integrity of the Goods at all times. All packaging shall be considered free and non-returnable unless otherwise agreed as part of the contract or as stipulated on the delivery note. The Goods shall be marked in such a manner that the Buyer is able to identify the Goods and any part thereof and in accordance with any applicable regulations or requirements of the United Kingdom or European Union legislation from time to time. In addition the Buyer shall supply the Seller on delivery with all certificates and other necessary documents relating to the Goods which are required to be delivered with the Goods by National or International legislation. Without limiting the generality of the foregoing the delivery record supplied shall contain the gross and tare weights thereof.

7. OVERDELIVERY

In the event of minor overdelivery of Goods the Seller shall be obliged to accept any Goods surplus to the contract but may negotiate a price for the surplus goods on the basis of prevailing market conditions on the day of delivery or otherwise as agreed between the Buyer and the Seller.

8. WEIGHTS

All Goods delivered to the Seller's stipulated destination shall be weighed at that destination or otherwise as described overleaf and those weights shall be binding and final on both parties.

9. PROPERTY

Title to and risk in the Goods shall pass to the Seller upon delivery in accordance with the contract without prejudice to any right of rejection or other right which may accrue to the Seller or may have accrued to the Seller under the Conditions or otherwise.

10. INSPECTION

All Goods supplied shall be subject to the Buyer's inspection.

11. EXPORT LICENCES

The Seller shall be responsible for obtaining all necessary export licenses permissions clearances and other consents necessary for the supply of the contracted Goods to be delivered to the stipulated destination.

12. LOSS OR DAMAGE IN TRANSIT

In the event that any of the goods are lost or damaged in transit then the Seller shall endeavour to replace the same and due delivery of the Goods shall not be deemed to have taken place until the replacement Goods have been delivered to the Buyer by the Seller.

13. HEALTH & SAFETY

- 1) The Seller shall comply in all respects with the provision of the Health & Safety at Work Act 1974 and the Environmental Protection Act 1990 and all regulations made thereunder which apply from time to time to the Goods.
- 2) Without prejudice to any other provision of the contract, the Seller having made all reasonable enquiries warrants that none of the goods is radioactive waste which is subject to s 13 of the Radioactive Substances Act 1993.

14. FORCE MAJEURE

Neither party shall be liable to the other for any default due to any circumstances beyond its control (including but not limited to industrial disputes strikes lockouts fires flood and act of government) and whose affect could not have been avoided or overcome by such party by the use of reasonable diligence or foresight provided that each party shall immediately notify the other in writing of such circumstance and shall take all reasonable steps to avoid further or consequential delay Provided further that payment may be suspended or postponed at the Seller's option until such circumstance has ceased and Provided further that if such circumstance shall continue or is expected to continue for more than three months the Seller shall upon written notice given to the Buyer be entitled to treat the contract as terminated without liability to the Seller.

15. TERMINATION

Without prejudice to its other rights and remedies and any cause of action already accrued the Seller may terminate the contract forthwith if the Buyer commits a material breach of contract and which (in the case of a breach capable of being remedied) shall not have been remedied within 7 days of a written request to remedy the same or is unable to pay its debts or, if a company, the Buyer commences to be wound up (not being a members' winding up for the purpose of amalgamation or reconstruction) or carries up its business under an administrative receiver or an administrator for the benefit of its creditors or, if the Buyer is an individual or firm, such individual or a partner in such firm commits an act of bankruptcy or makes a voluntary arrangement with his creditors.

16. SUB-CONTRACTING AND ASSIGNMENT

The contract is personal to the Buyer and the Buyer shall not assign or sub-contract all or any part of its rights or obligations under the contract without the Seller's written consent.

17. PUBLICITY

The Buyer shall not without the written consent of the Seller advertise or make known that the Buyer supplies or has supplied Goods to the Seller.

18. WAIVER

No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under the contract shall prejudice its rights to do so in future.

19. HEADINGS

All headings are for ease of reference only and shall not effect the interpretation of the Conditions.

20. LAW

The contract shall be construed and performed in accordance with English law. The Buyer and the Seller agree to submit themselves to the non-exclusive jurisdiction of the English Courts.

21. NOTICES

Any notice required to be served pursuant to the contract shall be in writing and served by first class post or by hand on the Buyer at its registered office if a company or at its last known principle place of business if an individual or firm and on the Seller at its registered office.