

OIL TECHNICS (HOLDINGS) LTD

STANDARD CONDITIONS OF SALE

1 DEFINITIONS

“Seller” means Oil Technics (Holdings) Ltd and its subsidiary companies, Oil Technics Ltd, Bio Technics Ltd, Oil Technics (Fire Fighting Products) Ltd and shall include the Seller’s legal personal representatives, successors and assigns

“Buyer” means the person, firm or company purchasing goods from the Seller.

“Goods” means products or services which the Seller agrees to supply to the Buyer.

2 GENERAL

- a These conditions are the only conditions of contract under which the Seller supplies and the Buyer purchases Goods. All other conditions, attempted or purported to be imposed by Buyer, howsoever and at any time, shall be overridden and of no effect.
- b All orders shall be deemed to be accepted at the Seller’s registered office. Each purchase order is subject to these conditions and, when accepted, the contract shall be governed by the Laws of England. No variation to the conditions shall be binding unless agreed in writing by the Seller.
- c Save in the case of any fraudulent misrepresentation the Buyer shall be deemed as not having relied on any representations in respect of the Goods unless made by the Seller in writing with specific reference to this clause. In entering the contract the Buyer acknowledges that it does not rely on and waives any claim for any breach of any representations (other than any fraudulent misrepresentations) which are not so confirmed.
- d Waiver of all or any of these conditions by the Seller shall not affect or prejudice its rights and remedies in respect of any subsequent breach, non-performance or non-observance.
- e The contract of which these conditions form part is personal to the Buyer and is not capable of being assigned without the Seller’s prior written consent.
- f If any statute, order, regulation or decision of the Courts shall make any of the provisions of these conditions unenforceable or avoided, then all other provisions shall remain in full force and effect.
- g The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller’s specification which do not materially affect their quality or performance.

- h No order which has been accepted by the Seller may be cancelled by the Buyer except with the Seller's prior written agreement.
- i The Seller accepts no responsible for markings/codes put onto the goods at the Buyer's request. The Buyer must always check the manufacturer's labeling to verify the contents prior to use.
- j The Seller shall have absolute discretion as to whether it shall accept the return of any goods and shall not in any circumstances accept the return of any opened or part used goods.

3 QUANTITIES

The Seller has the right to supply 10% more or less than the exact quantity of the Goods ordered by the Buyer and such excess or shortage will be charged or allowed for at the contract price.

4 PRICE

The price in respect of each order shall be notified by the Seller to the Buyer either in writing (including facsimile) or given orally. Where no such notification has been given then the price will be that quoted in the Seller's website or price book.

5 PAYMENT

5.1 Purchases via the Website

Unless otherwise agreed in writing payment for Goods supplied is deemed to be due in full to the Seller by acceptable credit card on the day of purchase.

5.2 Purchases via Price Book

- a Unless otherwise agreed in writing payment for Goods supplied is deemed to be due in full to the Seller by the 20th day of the month following the dates of the Seller's invoice. In no circumstances shall the Buyer be entitled to make any deduction, or withhold payment for any reason whatsoever, unless authorized to do so by the Seller.
- b If payment becomes overdue, the Seller may, without prejudice to other rights and remedies, suspend or cancel the fulfillment of any order.
- c Without prejudice to any other right's of the Seller should the Buyer fail to make any payment by the due date then the Buyer shall pay interest on any overdue amount from the date on which payment was due to that on which payment was made (whether before or after judgment) at a rate of 2% compound monthly.
- d If the Buyer defaults on any payment due than all goods delivered but not due for payment shall be deemed to become due and payable on the date of default by the Buyer.

6 RISK

Risk of damage in or loss to the Goods shall pass to the Buyer either:-

- i. at the time when the Goods are collected from the Seller's premises by the Buyer or third party acting on behalf of the Buyer; or
- ii. at the time when the Goods are delivered by the Seller's agent to a location nominated by the Buyer.

In either case the consignment shall be deemed to have been complete and in a satisfactory condition unless:-

- iii. Notification of damage, non-delivery or partial loss of any separate part of the consignment is received by the carrier and the Seller in writing, other than on the delivery note, within 7 days of the date of delivery, or:-
- iv. Notification of non-delivery of the entire consignment is received in writing by the Seller within 7 days of the sending to the Buyer of the Seller's invoice for the Goods.

Unless these conditions are strictly observed the Seller shall be under no liability whatsoever in respect of loss or damage in transit or non-delivery of the whole or any part of the consignment.

7 TITLE

The Goods shall be at the Buyer's risk from delivery and the Buyer should be insured accordingly.

- a Property in the Goods shall remain with the Seller until:
 - payment in full has been made to the Seller for all monies owing in respect of all Goods delivered under this contract; and
 - no other sums whatsoever shall be due from the Buyer to the Seller.
- b Until property in the Goods passes to the Buyer it shall hold the Goods (at no cost to the Seller) in a fiduciary capacity for the Seller in a manner which enables them to be identified as the goods of the Seller and the Buyer shall immediately return the Goods to the Seller should it so request.
- c If the Buyer shall, before the property in the Goods has passed, use the Goods in the manufacture or production of items or materials, whether or not in association with other goods, or if the Goods are mixed with other goods, the items or materials or mixtures so produced (the "New Goods") shall become the property of the Seller. The property in the New Goods shall pass to the Seller at the moment of manufacture or mixing but the New Goods shall be at the Buyer's risk and the Buyer should be insured accordingly. Until the payment of all monies owing by the Buyer to the Seller the Buyer shall hold the New Goods (at no cost to the Seller) in a fiduciary capacity for the Seller in a manner which enables them to be identified as the goods of the Seller and the Buyer shall immediately deliver the Goods to the Seller should it so request.

- d The Buyer grants the Seller an irrevocable license to enter at any time any vehicle or premises owned or occupied by the Buyer or in its possession for the purpose of repossessing and removing any Goods and New goods the property in which vests in the Seller. The Seller shall not be responsible for and the Buyer will indemnify the Seller against any liability in respect of damage caused in such repossession and removal being damage it was not reasonably practical to avoid.
- e Notwithstanding clauses (c) and (d) the Buyer shall be entitled to offer for sale and sell the Goods and the New Goods at the best obtained price in the ordinary course of the business. The Seller shall be legally and beneficially entitled to the proceeds of sales and the entire proceeds of sale or otherwise of the Goods and New Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all times identified as the Seller's money.

8 PERFORMANCE

The Buyer shall at all times supply the Goods to accepted industry standards and to conform to the Seller's purchase guarantee:

'Our purchase guarantee is very simple; when you purchase any of our products we want you to be 100% satisfied. We will replace or refund any purchase which results in less than 100% satisfaction.'

In the event of the Buyer wishing to return goods deemed of satisfactory condition, the Seller reserves the right to charge a re-stocking fee, normally equivalent to 15% of the total value of the goods, free of delivery. All returned goods must pass a mandatory Quality Control check before being accepted by the Seller.

9 DELIVERY

Any date given for delivery the Goods is an estimate on which the Seller shall use all reasonable endeavours to meet. The Seller cannot be responsible for any delay for matters outside its control.

10 GOODS

Unless otherwise agreed the Goods shall comply with published specifications included in the Seller's literature, subject to Clause 2(g).

11 SELLER'S LIABILITY

- a All other express or implied conditions or warranties, statutory or otherwise, by the Seller as to the satisfactory quality of the Goods are excluded to the extent permitted by law.
- b Under no circumstance shall the Seller be liable for any loss of profit to Buyer or other consequential loss howsoever arising.

- c The Buyer shall be deemed to have examined the goods at the time of delivery and, unless written notice of any defect is received by the Seller within 7 days of delivery, the Seller shall thereafter be relieved and discharged from all liability in respect thereof.
- d The Seller does not give any warranties that the Goods do not infringe any intellectual property or industrial rights and shall not be under any liability in respect thereof.

12 **DEFAULT**

If the Buyer suffers any distress or execution levied on its property, enters into an arrangement with creditors has a Receiver or Liquidator appointed, passes any resolution to Wind-Up, commits an act of Bankruptcy or has any Winding-Up or Bankruptcy petition presented against it, the Seller may forthwith, by notice in writing, cancel all orders or any part thereof remaining unfulfilled without prejudice to any rights or remedies it may have and without any liability whatsoever. Any such termination is without prejudice to the Seller's rights under the retention of title clause.