

CONDITIONS OF SALE

The following is an extract from the Company Standard Conditions of Sale, a copy of which has already been sent to you. Further copies may be obtained on application to the Company Head Office at Knottingley.

PAYMENT

- (a) Unless the Seller otherwise agrees, payment is due in full no later than 30 days from the date of invoice.
- (b) All payments shall be in accordance with the terms set out herein and in the event of non compliance therewith the Seller reserves the right to make an additional charge which shall not exceed 3% above Barclays Bank base rate on any sums remaining outstanding from time to time and notified to the Buyer.
- (c) If payment is not made in accordance with these terms, or if at any time the credit standing of the Buyer has (in the opinion of the Seller) been impaired, the Seller may refuse delivery of any Goods required under this Contract until arrangements as to payment or credit have been established which are satisfactory to the Seller.

TITLE AND RISK

- (a) The Goods shall be the Buyer's risk from the time of delivery or, if earlier, when they are placed at the Buyer's disposal.
- (b) Notwithstanding delivery, the Goods sold hereunder remain the absolute property of the Seller until payment of all amounts invoiced by the Seller to the Buyer in respect of the Goods has been made.
- (c) The intending Buyer acknowledges that until such time as payment has been made it is in possession of Goods solely as bailee for the Seller and shall store the Goods separately from its own goods and in such a fashion as to be readily identifiable by the Seller.
- (d) Where because of the nature of the Goods supplied identification is not possible, the Seller shall be entitled to recover Goods to the value of the invoice outstanding whether or not they have been mixed with Goods for which payment has already been made.
- (e) In circumstances where the Goods are delivered to an address specified by the Buyer, the Seller shall be entitled at any time until resale of the Goods, immediately after giving notice of its intention to do so, to enter upon the premises to which the Goods have been delivered with such transport as may be necessary and repossess any Goods or products to which it has title hereunder.
- (f) Nothing in this Clause shall confer any right on the Buyer to return the Goods sold hereunder or to refuse or delay payment therefore, unless otherwise agreed in writing with the Seller.

NOTICE OF DAMAGE OR NON DELIVERY

If the Goods do not comply with their description and the non-compliance is one which should have been apparent on a reasonable visual inspection of the Goods, or the quantity of Goods does not correspond with the contract quantity, the Buyer shall have no claim upon the Seller unless the receipt of the Goods is qualified by a reference to the alleged deficiency, and a claim is made within 48 hours of delivery and is confirmed in writing by letter received by the Seller within five days of delivery. The Buyer shall be bound to pay for any Goods notwithstanding any alleged non-delivery unless it gives written notice thereof which is received by the Seller within 21 days of the date of the invoice in respect of those Goods.