

EXISTING AGREEMENT

The terms and conditions contained in any current written agreement signed by the Seller and the Buyer for the supply of the Product shall take precedence over the following Terms of Sale, but otherwise the following Terms of Sale are exhaustive when read with any terms attached hereto.

DEFINITIONS

"Buyer" means the person intending to purchase Product from the Seller. "Seller" means Longfield Chemicals Ltd. "Product" means the product(s) ordered by the Buyer and available from the Seller. "Contract" means the contract for the sale and purchase of the Product.

TERMS OF SALE**1. Basis of the sale**

The Seller shall sell and the Buyer shall purchase the Product in accordance with the Seller's written quotation (if accepted by the Buyer), or the Buyer's written order (if accepted by the Seller), or the Seller's written order acknowledgement (if accepted by the Buyer), subject always and in any case to these Terms of Sale and any attachments hereto, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Buyer.

2. Specification

The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer.

The quantity, quality and description of the Product and any specification for it shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller) or the Seller's written order acknowledgement (if accepted by the Buyer).

3. Price of the Product

The price of the Product shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price stated in the order acknowledgement, or where there is no order acknowledgment, the price listed in the Seller's published price list current at the date of acceptance of the order. The Buyer shall pay the Seller any excise duty, VAT or equivalent tax in addition to the price (collectively "the Price").

4. Invoicing and Payment

(i) The Seller may require the Buyer to pay cash on or before delivery, otherwise and subject to any special terms agreed in writing between the Buyer and the Seller, the Seller may invoice the Buyer for the Price of the Product on or at any time after delivery of the Product, unless the Product is to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Product, in which event the Seller shall be entitled to invoice the Buyer for the Price at any time after the Seller has notified the Buyer that the Product is ready for collection or (as the case may be) the Seller has tendered delivery of the Product.

(ii) Unless the terms for payment of the Price are as stated and agreed in an order acknowledgement the Buyer shall pay the Price of the Product within 30 days of the date of the Seller's invoice, and in any event such payment shall be made without any deduction and the Seller shall be entitled to recover the Price, notwithstanding that delivery may not have taken place and the property in the Product has not passed to the Buyer. The time of payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only on request.

(iii) If the Buyer fails to make payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries to the Buyer; appropriate any payment made by the Buyer to such of the Product (or the product supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer) and charge the Buyer interest (both before and after any judgement) on the amount unpaid at 4% above the base rate of HSBC Bank PLC prevailing from time to time and accruing daily until payment in full is made.

(iv) If the Buyer fails to make payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller shall be entitled to a full indemnity from the Buyer in respect of any cost incurred by the Seller or its agents with regard to the recovery or attempted recovery of the sums due to it from the Buyer.

(v) In the case of the Buyer and Seller agreeing that the Product delivered is to be consignment stock, a weekly return of the stock used and stock remaining must be submitted by the Buyer to the Seller within 2 working days of the end of each week whereupon the Seller may invoice the Buyer in respect of the stock used, though if any such consignment stock is unused after 90 days after the end of the calendar month in which delivery took place the Seller may invoice the Buyer in respect of that stock, and in all cases the Buyer shall be liable for payment of any such invoice in accordance with the abovementioned terms.

5. Reception Facilities

The Buyer shall provide safe and sufficient facilities for the reception and storage of Product and will indemnify the Seller, its employees, contractors and agents against any damages, claims, costs or expenses arising out of or in connection with a breach of this condition.

6. Statutory and Other Requirements

The Buyer warrants that it has complied and undertakes to continue to comply with the requirements of all applicable laws, including but not limited to the Health & Safety at Work Act 1974, and with the requirements of any competent authorities in so far as they relate to the receipt or storage of Product.

7. Safety Data

The Seller will on request send the Buyer health and safety data as known to it on handling and use of Product. The Buyer shall forthwith notify the Seller if the Buyer has not received such information by the delivery date. Buyer shall provide this information to anyone who may be exposed to the hazards of the Product.

8. Warranties and liability

(i) Subject as expressly provided in these Terms all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

(ii) A claim by the Buyer which is based on any defect in the quality or condition of the Product or its failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Product and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Product had been delivered in accordance with the Contract.

(iii) Where a valid claim in respect of any of the Product which is based on a defect in the quality or condition of the Product or its failure to meet specification is noted to the Seller in accordance with these Terms, the Seller may replace the Product (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Product (or a proportionate part of the price), in which case the Seller shall (without prejudice and with no admission of liability) have no further liability to the Buyer.

(iv) Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Product (including any delay in supplying or any failure to supply the Product in accordance with the Contract or at all) or its use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Product, except as expressly provided in these Terms.

9. Pallets

Where deliveries of Product are made on the Seller's returnable pallets the Buyer undertakes to keep such pallets in good condition and to make them available for collection by or on behalf of the Seller if requested.

10. Delivery, Risk and Title and Inspection

(i) Delivery of the Product shall take place:

(a) Where the Seller or its carrier undertakes delivery of the Product, upon unloading from the Seller's vehicle, ship or other transport at the premises specified by the Buyer.

(b) Where the Buyer or its carrier undertakes to collect the Product: upon loading onto the Buyer's vehicle or other transport at the premises specified by the Seller.

(ii) The Product shall be at the Buyer's risk from the time of delivery.

(iii) Notwithstanding delivery and the passing of risk in the Product, or any other provision of these Terms, the property in the Product shall not pass to the Buyer until the Seller has received in cash or other cleared funds payment in full of the price of the Product and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

(iv) Until such time as the property in the Product passes to the Buyer, the Buyer shall hold the Product as the Seller's fiduciary agent and bailee, and shall keep the Product separate from that of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Product in the ordinary course of its business.

(v) In the case of consignment stock, the Seller shall have the right to inspect the stock at any time on giving to the Buyer reasonable notice.

(vi) Until such time as the property in the Product passes to the Buyer (and provided the Product is still in existence and has not been resold), the Seller may at any time require the Buyer to deliver up the Product to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or third party where the Product is stored and repossess the Product. The Seller shall be entitled to recover as a debt from the Buyer the cost such repossession.

(vii) The Buyer shall not be entitled to pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Product which remains the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

11. Force Majeure

The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Product, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control: strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

12. Concessions

Any relaxation or concession that may be granted by the Seller in regard to this Contract shall not in any way affect or prejudice the Seller's rights hereunder and may be withdrawn at any time without prior notice.

13. Assignment

Neither party may assign this Contract without the written consent of the other save in the case of the Seller where such assignment is to an affiliated company and prior written notice has been given to the Buyer.

14. Termination

The Seller may, without prejudice to its other rights or to those provisions of this Contract intended to survive termination, either suspend deliveries or terminate this Contract without any liability to the Buyer if the Buyer fails to pay the Seller on the due date or commits a breach of any other obligation hereunder or makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986), or an encumbrancer takes possession of, or a receiver is appointed over of any of the property or assets of the Buyer, or the Buyer ceases, or threatens to cease, to carry on business, or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; and in all such circumstances all sums payable by the Buyer to the Seller on any account whatsoever shall become immediately due and payable.

15. Severability

If any provision of this Contract is invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract, which will remain in full force and effect.

16. Governing Law

English Law will be applied to this Contract and the parties accept the exclusive jurisdiction of the English Courts.

17. Amendments

Any amendment to this Contract shall only be effective if made in writing and signed by the Seller and the Buyer.