TREMCO ILLBRUCK LIMITED CONDITIONS OF SALE

1.0 DEFINITIONS

1.1 Business Day Means a day other than Saturday or Sunday on which Banks are open for ordinary banking business in London

1.2 Buyer Means the person who buys or agrees to buy the Goods from the Seller.

1.3 Conditions Means the terms and conditions of sale set out below and any special terms and conditions agreed in writing by the Seller.

1.4 Contract of Sale Means the contract for the sale of the Goods confirmed and accepted by The Order Acknowledgement, these Conditions of Sale and The Buyer’s purchase order. In the event of any conflict between the said documents they shall take precedence in the order in which they are listed above.

1.5 Consumer Means a person defined in the Underhill Contract Terms Act 1977, Section 12 purchasing the Goods for personal, family or household use.

1.6 Delivery date(s) Means the date(s) specified by the Seller on the Order Acknowledgement stating when the Goods are to be delivered to the Buyer.

1.7 Goods Means goods that the Buyer has agreed to buy from the Seller in the Order Acknowledged.

1.8 Order Means the document setting out, amongst other things, the Goods, the Quantity of Goods, the price and, if different, the terms and conditions of the Goods acknowledged by the Seller.

1.9 Order Acknowledgement Means the document setting out, amongst other things, the Goods, the Quantity of Goods, the price and, if different, the terms and conditions of the Goods acknowledged by the Seller.

1.10 Payment means the date by which the Buyer is deemed to be an offer by the Buyer to purchase Goods subject to these Conditions. Each Contract shall be concluded on the date the Seller delivers in the post with prepaid postcard or transmits by fax, e-mail or hand to the Buyer or his representative the Order Acknowledgement signed by the Seller, whichever is the earliest to be received by the Buyer.

2.0 IN THE EVENT OF ANY ORDER INTO EXISTENCE ACCEPTANCE OF DELIVERY OF THE GOODS BY THE SELLER shall be deemed conclusive evidence of the Buyer’s acceptance of these Conditions.

2.1 All orders for the Goods must be placed in writing and all Contracts for the Sale of the Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply or which are not otherwise set out in the Order Acknowledgement.

2.2 All orders for Goods shall be deemed to be offered by the Buyer to purchase Goods subject to these Conditions. Each Contract shall be concluded on the date the Seller delivers in the post with prepaid postcard or transmits by fax, e-mail or hand to the Buyer or his representative the Order Acknowledgement signed by the Seller, whichever is the earliest to be received by the Buyer.

2.3 If delivery of the Goods is delayed, for whatever reason by the Buyer after the Goods or any part thereof have been delivered, or if an alternative delivery point is required due to the Goods not being compliant with the Manufacturers instructions and used within any period of shelf life advised and where no such instructions/ specifications of the Goods, scarcity of supply, monetary exchange rates, taxes, duties, the cost of labour and/or materials, and any other conditions and circumstances beyond the Seller's control, the Seller shall have the right forthwith by notice in writing to the Buyer to determine any contract then existing, where the Buyer shall immediately be liable for all monies due to the Seller together with interest thereon at the rate of 6% per annum (or such other rate as the Seller may elect) from the date of the determination of the contract to the date of payment.

2.4 Therefore, the Buyer shall be entitled to invoice the Buyer for the Goods. The Seller shall be entitled to receive the Price plus VAT, transport, packing and insurance as applicable in full and any other sums whatsoever required by the Seller.

2.5 Where the Buyer renews the Goods in accordance with Clause 8.2 the Buyer shall hold the Goods and any resultant or consequential losses or damages arising out of such reuse and any injury or damage to any person caused by the Seller’s negligence the Seller for all costs and expenses whatsoever arising in reason of said agreements and payment shall be made in accordance with Clause 3.0 of these Conditions of Sale.

3.0 PAYMENT

3.1 Prices quoted in any quotation issued by the Buyer and the Seller or the Order Acknowledgement shall be subject to fluctuation. The Seller reserves the right to vary the price of the Goods at any time until delivery is completed and the Buyer agrees to pay any variation in price at the time of delivery. The risk in the Goods shall be transferred to the Buyer on delivery and whether or not the Goods have been delivered to full extent.

3.2 Payment of the full and proper amount shall be made by the Buyer to the Seller for the Goods delivered and invoiced. If the Buyer fails to make payment within 30 days of the monthly invoice being received from the Seller then interest will be charged at the rate of 8% per annum.

3.3 The Buyer shall have no right to set off against the Price (includ

3.4 The Seller reserves the right to deduct from the Price any interest not already charged or any other sum payable by the Buyer to the Seller.

3.5 The Buyer may at our discretion deliver the Goods by instalments.

3.6 The Buyer shall not be liable for any failure to perform any contract for the sale of the Goods whether in whole or in part if this failure is caused by any inability to secure labour, materials or supplies or by any act of God, riot or civil commotion, strike, lock, out, food, drought, act of Government or any cause whatsoever outside the Seller's control and either party hereto shall be entitled to rescind any contract in writing to the other party to terminate the contract.

3.7 Where the Buyer renews the Goods in accordance with Clause 8.2 the Buyer shall hold the Goods and any resultant or consequential losses or damages arising out of such reuse and any injury or damage to any person caused by the Seller’s negligence the Seller for all costs and expenses whatsoever arising in reason of said agreements and payment shall be made in accordance with Clause 3.0 of these Conditions of Sale.

3.8 DELIVERY OF THE GOODS

3.9 Where delivery is made by instalments, each instalment is to be deemed a separate contract and each part of the contract may be enforced separately. The Seller may at any time deliver part or parts of the order.

3.10 The Buyer is deemed to accept delivery once the Goods have been delivered to the Buyer at the Delivery Point. In the event of any controversy between the parties, the Seller’s interpretation of these Conditions of Sale and the Order Acknowledgement will be deemed conclusive evidence of the Buyer’s acceptance of these Conditions.

3.11 Where delivery is made by instalments, each instalment is to be deemed a separate contract and each part of the contract may be enforced separately. The Seller may at any time deliver part or parts of the order.

3.12 The Buyer must notify us in writing if a delivery is not received within two (2) working days from the date we informed you the Goods have been despatched.

3.13 Unless we otherwise agree, you shall provide to enable the Goods to be safely and properly unloaded:

3.14 The Buyer is deemed to accept delivery once the Goods have been delivered to the Buyer at the Delivery Point. In the event of any controversy between the parties, the Seller’s interpretation of these Conditions of Sale and the Order Acknowledgement will be deemed conclusive evidence of the Buyer’s acceptance of these Conditions.

3.15 If you do not or refuse to give delivery instructions when placing your order for goods; or (d) if delivery is delayed at the request of the Buyer, then you will be responsible for paying or reimbursing us any additional costs or charges which we incur as a result of such request.

3.16 Where delivery is made by instalments, each instalment is to be deemed a separate contract and each part of the contract may be enforced separately. The Seller may at any time deliver part or parts of the order.

3.17 The Buyer must notify us in writing if a delivery is not received within two (2) working days from the date we informed you the Goods have been despatched.

3.18 Unless we otherwise agree, you shall provide to enable the Goods to be safely and properly unloaded:

3.19 In the event of any order into existence acceptance of delivery of the Goods by the Buyer shall be deemed conclusive evidence of the Buyer’s acceptance of these Conditions.

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