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Terms and Conditions of Business

Important Notice:

These Terms and Conditions contain provisions regarding liability for loss or damage to the customer's materials. Customers are advised to read these provisions very carefully as they will be bound by the provisions contained herein.

Orders are accepted on condition that the following Terms and Conditions of Business be accepted by the customer to the exclusion of the Customer's conditions and any other condition of sale or purchase and that in the event of re-sale the Customer undertakes the responsibility of ensuring that the ultimate purchaser is also fully acquainted with and accepts the said Conditions. It is expressly agreed between the parties that the Customer enters this contract in the course of his business, as the Company will not under any circumstances supply goods, materials or services to private individuals dealing as such.

1. Quotations and Tenders:

All quotations and tenders are "ex-works" unless otherwise stated and are subject to a firm order being placed within 28 days unless otherwise stated. The acceptance of the order by the Company will constitute a contract subject to these conditions. Any variation of the contract must be in writing and signed by the Company and the Customer. Unless firm prices are quoted in the quotation or tender the contract price is based upon the cost of the materials, labour, transport, fuel and other relevant factors applying, statutory obligations at the time of the tender or quotation, and if between that date and the date of actual delivery, variation either by rise or fall shall occur in these costs, then the contract price shall be amended to provide for these variations. The order must be accompanied by sufficient information to enable the Company to proceed with the order forthwith.

2. Specifications and Drawings:

All quotations, drawings and information provided by the Company remain the Company's property and copyright and are to be treated as confidential.

3. Customer's Materials and Requirements:

Important: because

- ❖ The value and condition of the materials to which the Customer intends the goods and services of the Company to be applied should be specifically known by the Customer and
- ❖ Losses which the Customer might suffer as a result of any defect or failure in the goods or services supplied by the Company could be wholly disproportionate to the contract price and
- ❖ The Customer is in a position to effect insurance in relation to its materials

It is agreed and accepted by the parties here to that

- ❖ While the Company takes all reasonable care of the Customer's materials accepted for treatment, the Company accepts no responsibility for any damage, distortion, deterioration, faults or defects therein which appear or develop during the course of the work undertaken by the Company. Subject to availability of suitable technique materials and labour, the Company will be prepared to correct any such damage, distortion, deterioration, faults or defects at the Customer's request and expense.
- ❖ When supplying goods and/or services in respect of a particular purpose every endeavour is made by the Company to meet the requirements of the Customer from the information supplied by him. As full information will be supplied at the request of the Customer regarding the manufacture and capabilities of the goods/services for a particular purpose once an order is accepted, except under the terms of the Company's Guarantee.

4. Delivery and Completion Dates

In the event of either;

- ❖ The Company being delayed in or prevented from making delivery or completing the contract owing to act of God, force majeure, war, civil disturbance, requisitioning, government or parliamentary restriction, prohibition or enactment of any kind, import or export regulations, strike, lock-out, trade dispute, difficulty in obtaining workmen or materials, breakdown of machinery, shortage of fuel, fire, accident or any other cause whatsoever beyond the Company's control,

or

❖ Non-delivery by the Company's suppliers. The Company shall be at liberty to cancel or suspend the contract without incurring any liability for any loss or damage resulting there from

❖ Whilst delivery and completion dates are given in good faith based upon information available to the Company at the time of quotation or tender, such dates are not guaranteed and the Company accepts no liability for delay (as defined above) in delivery or completion and no delay (as defined) shall entitle the Customer to reject any delivery or any further instalment or part of the order or to repudiate the contract or the order or any part thereof or to claim any damages or compensation in respect of the said delay.

5. Delivery: Loss or Damage in Transit:

When the Company delivers to the Customer, delivery will take place when the goods are delivered to the Customer's premises or unloaded from transport whichever occurs last, and risk will thereupon pass to the Customer. When the Customer collects from the Company delivery will take place when the goods are loaded on transport or leave the

Company's works whichever occurs first, and risk will thereupon pass to the customer.

The Company accepts no responsibility for loss or damage to any goods, howsoever arising, after delivery has taken place, except in cases where the Company itself has agreed to undertake transport, when the Company accepts responsibility only for repair or replacement of damaged or lost goods where the cause of damage or loss was the result of negligence of the Company's employee or agent. Customers are strongly advised to make suitable insurance arrangements in respect of goods in transit out of Company's works. Claims in respect of loss or damage in transit should be made direct on the carrier or transporters concerned.

6.Storage:

If the Company does not receive forwarding instructions within one month after notification to the Customer that the goods are ready for delivery, the Customer shall arrange for storage at its own expense and risk failing which the Company shall be at liberty to store or arrange for storage of the goods at the Customer's expense and risk and the goods shall be paid for by the Customer by reference to the time when the goods are ready for delivery or are due to be delivered, whichever is later. Any charges for storage or demurrage after delivery will be paid by the customer.

7. Patents Etc.:

The Customer shall indemnify the Company against all actions, costs (including the costs of defending legal proceedings), claims, proceedings, accounts and demands in respect of any infringement of patents rights, copyrights, registered design or similar protective rights resulting from compliance with the Customer's instructions whether express or implied.

8. Sub-Contractors:

The right is reserved by the Company to sub-contract all or any part of any contract without prior notice to the Customer.

9. Inspection and Tests:

- ❖ Any inspection of the goods by the Customer or his representative shall be made at the Company's work or where otherwise nominated by the Company. If special tests or tests in the presence of the Customer or his representative are required these must be made at the Company's works or where required by the Company and will be charged for extra. In the event of any delay on the part of the Customer or his representative in attending such tests after having received seven days notice that the Company is ready, the tests may proceed and shall then be deemed to have been made in the presence of the Customer or of his representative.
- ❖ The Company reserves the right in particular circumstances on seven days notice to the Customer to enter the Customer's premises (or such other premises at which work is being carried out on behalf of the Customer) to inspect and test the application of goods and/or services supplied by the Company.

10. Statutory Obligations:

The Company will offer every co-operation in observing safe working conditions but the responsibility for the observance of the requirements of the Offices, Shops and Railway Premises Act and the Factories Act and any amendment or re-enactment thereof and all other obligations the performance of which are necessary to comply with the Law of the Country where the goods are installed rests with the Customer who shall indemnify the Company against all claims arising under the said Act or by reason on non-compliance with any of the said obligations and against all costs and expenses arising from any such claim.

11. Payment:

Prices quoted are net. Subject to credit being approved accounts are due for payment not later than 30 days from the date of despatch, otherwise payment must be received by the Company before delivery. When deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and be payable accordingly. The Company reserves the right to charge interest on all overdue accounts at three per cent above current bank rates. Failure to pay for any goods or any delivery or instalment shall entitle the Company to suspend further deliveries and work both on the same order and on any other order from the Customer without prejudice to any other right the Company may have. The Company reserves the right where a Customer fails to adhere strictly to the agreed credit terms or where genuine doubts arise as to a Customer's financial position to suspend delivery for any order of any part or instalment without liability until payments or satisfactory security for payment has been provided. Where goods are to be delivered outside the U.K. payment must be made against delivery of the goods or shipping documents f.o.b. U.K. Port unless credit arrangements approved by the Company have been made.

Payment for proforma invoices must be made within 60 days of date raised, otherwise the invoice will be cancelled and the goods returned to stock.

12. Containers:

Containers used by the Company for the supply of goods to the Customer remain the property of the Company and are to be returned to the Company's premises at the cost and expense of the Customer as soon as practically possible after the contents have been used. Failure to return such containers will result in the Company invoicing the Customer for the cost of the containers at the current recommended retail price applicable at the time.

13. Licenses Etc.:

The Customer will be responsible in all instances for obtaining any necessary import licenses and complying with all regulations governing admission of the goods into the country of destination and for payment of all customs duties, port duties and charges.

14. Guarantee:

The goods manufactured and/or supplied and the services carried out by the Company are supplied with the following express guarantee;

- ❖ The Company takes all precautions to ensure the quality of materials and workmanship and guarantees all goods and services against faulty material and/or workmanship as follows: -

- ❖ Chemical supplies- for a period of 14 days after the delivery of the said chemical supplies during which time it is hereby agreed by the Company and the Customer that the Customer shall have had ample opportunity to test the said chemical supplies
other goods and services- for a period of 12 months from the date of delivery

- ❖ The terms of this Guarantee apply only to the first owner/user of the goods. The Company will in no circumstances accept any responsibility for any defects whatsoever arising from misuse of any goods or arising out of situations outside the control of the Company. This guarantee shall not apply to any defects in any goods which have been altered outside the Company's works and any claim hereunder must be made within 7 days of discovery of the defect.

15. Restrictions of Company's Liability:

- ❖ Subject as aforesaid, all express or implied warranties, conditions, representations, undertakings or liabilities, whether imposed by statute, common law, customs or otherwise regarding damage or loss are hereby expressly excluded insofar that such matters are within the bounds of reasonableness and in the light of these terms and conditions; in particular, without impairing the generality of the foregoing, no statement or description contained in any catalogue or advertisement issued by the Company or any communication from the Company or made verbally or in writing by any of the Company's agents, representatives, officers or employees shall give or imply or be construed as giving or implying any such warranty, condition, representation, undertaking or liability as aforesaid nor shall such statement or description enlarge, vary or override or be construed to enlarge, vary or override in any way any of the conditions herein contained.

- ❖ The Company accepts no responsibility for damage, direct, consequential, contingent or resulting loss, loss of profits, costs, charges, expenses or other liability, whether of the Customer or of any other party, howsoever arising but within the bounds of reasonableness, the Company's responsibility being strictly limited to rectification or replacement as set out above and those matters referred to in these terms and conditions. Such rectification or replacement will be made as quickly as possible but the Company requires a reasonable time to effect this. A claim in respect of any defect or failure to comply with the specification or order or in respect of any delivery or instalment of an order or any part thereof shall not entitle the Customer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery or instalment.

16. Legal Construction:

The contract shall in all respects be construed and operate as an English contract and shall be governed by English Law.