

Standard Terms & Conditions of Sale

In these conditions "the Seller" means Scintacor Ltd, "The Buyer" means the person, firm or company purchasing the Goods. "The Goods" means the goods or materials or service which shall be the subject of the contract between the Seller and the Buyer. "The Price" means the price specified in the Seller's Quotation, Acknowledgement or otherwise communicated to the Buyer and agreed.

1. Acceptance of Order.

All orders are accepted by the Seller subject to these Conditions of Sale unless otherwise varied by agreement in writing. Contracts for delivery by instalments shall be deemed to be indivisible. For the avoidance of doubt, no terms or conditions contained in any request for quotation, purchase order, acknowledgment or other form of writing of the Buyer (whether printed, typed or handwritten or available on the Buyer web site or web-portal), except those specifying the quantity, requested delivery date of the Products ordered, shipment, invoice information, and shipping address, will apply to any sale of Products to Buyer

2. The Price.

(i) The Seller may at any time before delivery increase the price of the undelivered balance of the Goods by notice in writing to the Buyer. In such event the Buyer may within seven days of receipt of such notice by notice in writing cancel the order as far as the undelivered balance of the goods is concerned.

(ii) Unless otherwise stated on acceptance: the price of the Goods shall exclude the Seller's costs of standard packaging, normal insurance, duties, VAT, taxes and delivery of the goods to any one address as specified in writing by the Buyer to and agreed by the Seller prior to delivery.

(iii) Containers and/or packages are not returnable unless so stated in the Seller's Quotation, Acknowledgement or other documentation. Returnable containers are and/or packages shall be returned empty by the Buyer to the seller's address stated on the delivery note in good condition, carriage paid, within three months of delivery of the Goods. If not, such containers and/or packages will be chargeable at replacement value and no credit will be due on containers and/or packages for which a charge shall have been made by the Seller.

3. Payment.

(i) Unless otherwise stated on the Seller's invoice or otherwise agreed in writing, payment for the Goods shall be strictly Nett 30 days, free of all bank charges. The Seller may at any time on or after acceptance by notice in writing to the Buyer vary the terms of payment by demanding immediate payment or (at the Sellers option) adequate security for sums which shall be due hereunder.

(ii) Time shall be of the essence and failure by the Buyer to pay the Price of any instalment thereof in due time shall entitle the Seller to treat such failure as a repudiation of the whole contract by the Buyer and to require the Buyer to make immediate payment of all monies due or to become due and to recover from the Buyer damages for such breach of contract and/or (at the Seller's option) to charge interest at either 8% per annum or 2% per annum above the Base Rate of HSBC Bank plc, which ever shall be greater, from the due date until payment.

4. Delivery.

Unless otherwise agreed in writing between the Seller and the Buyer, the following provisions shall apply:

(i) Delivery of Goods is considered to have taken place when the Goods have been delivered to the address specified on the Seller's Quotation, Acknowledgement or other documentation.

(ii) The delivery date or dates specified on the Seller's acceptance of the order are estimates only. The Seller shall not be liable for failure to deliver by such date or dates or for any damage or loss arising directly or indirectly out of delay in delivery; nor shall the Buyer be entitled to refuse to accept the goods because of late delivery.

(iii) The risk of any loss or damage to or deterioration of the goods shall be borne by the Buyer from the time of dispatch from the Seller.

(iv) In respect of Sea Transit, the seller shall not be required to give the Buyer the notice relating to insurance of the goods referred to in Section 32(3) of the Sale of goods Act 1893

5. Divisibility.

- (i) The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment.
- (ii) If the Company exercises its right to make deliveries/and or services in accordance with 5 above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/serviced

6. Property.

Notwithstanding delivery and the passing of risk and solely for the purposes of securing payment of all monies due or to become due to the Seller by the Buyer on any account in the event of the Buyer entering into liquidation or having a winding-up order made against it or a receiver or receiver and manager being appointed of its assets or income or any part thereof or in the event of the Buyer being an individual or individuals he or either of them committing any act of bankruptcy or having any bankruptcy petition presented against him or either of them:

- (i) The goods shall remain the property of the Seller until the Buyer has made payment in full to the Seller for the Goods and all other sums due to the Seller at the date of delivery of the Goods.
- (ii) Where full payment has not been made to the Seller and the Buyer uses the Goods in his manufacturing process or incorporates the Goods with other products the property in the goods shall be retained by the seller as far as such Goods are identifiable.
- (iii) Until such payment is made the Buyer shall hold the Goods and materials the property in which is vested in the seller on fiduciary basis only and in any of the events specified above the Buyer shall store such Goods and materials to be clearly identifiable as the property of the Seller.

7. Lien.

The Seller shall in respect of all unpaid debts due from the Buyer under the same or any other contracts have a general lien on all Goods and property of the Buyer in its possession (although such Goods or some of them may have been paid for) and shall after the expiration of fourteen days written notice to the Buyer be entitled to dispose of such Goods and property as it deems fit and apply the proceeds towards such debts.

8. Shortages and Damages and/or loss in Transit.

Unless otherwise agreed in writing between the Buyer and Seller the Seller may deliver against any order an excess and/or deficiency up to ten per cent of weight or volume ordered without any liability whatsoever to the Buyer save that the price shall be adjusted accordingly.

- (i) The Buyer shall inspect the Goods immediately upon delivery and shall within three days of such delivery (time being of the essence) give notice in writing to the Seller and the carrier of all claims on account of damage to or total or partial loss of goods in transit. Where Goods are shipped on the Seller's courier account claims for non-delivery must be submitted in writing to the Seller within seven days after notification of dispatch. Quality claims must be made in writing immediately after the Buyer learns of the defect and in any event not later than thirty days after the Buyer's receipt of the Goods. Any claim not made in writing and received by the Seller with the foresaid time limits shall be deemed waived. Standard Conditions of Sale (continued)
- (ii) If the Seller fails to make delivery or makes defective delivery of any one instalment such failure or defective delivery shall not invalidate the contracts as regards other instalments.
- (iii) The right of the Buyer to set off the value of any shortage, defective goods or Goods not otherwise conforming to contract shall be restricted to the invoice of the Goods in question and shall not apply to previous or future accounts.

9. Acceptance of Products.

If the Buyer claims that the Products do not conform to the agreed technical specification, it must, at the Seller's option, either return any defective part(s) to Seller for inspection with freight or other transportation costs prepaid or allow the Seller's personnel to inspect the Products at the site of their installation or use. If the return of the material for testing or inspection is deemed necessary, a Return Material Authorization (RMA) will need to be issued by the Seller prior to Products being returned. Return of Products under the RMA procedure does not mean the Seller accepts any liability.

The Buyer must report any non-conformity within 30 days of the product reception. The product will be deemed accepted passed the 30 days inspection window and no claim will be accepted by the seller.

10. Warranty and Limitation of Liability.

The Seller warrants that the Goods are produced within the accepted tolerance levels in accordance with the standard specifications stated in the Seller's official literature on the Goods current at the relevant time. Save as aforesaid, all other conditions, guarantees, or warranties whether express or implied by statute, common law or otherwise including (but without prejudice to the generality of the foregoing) conditions, guarantees or warranties as to quality fitness for purpose or description of the goods or their life or wear or use under any conditions whether known or made known to the Seller or not are hereby excluded. The Seller's liability for any and all direct loss or damage resulting to the Buyer from defects in the Goods or any other cause shall be limited to the purchase price of the quantity of the Goods in respect of or in relation to which such loss or damage is claimed. Subject as aforesaid the Seller shall be under no liability in contract or in tort for any loss or damage or personal injury arising directly to indirectly out of the supply or use of the Goods or containers other than death or personal injury resulting from the negligence of the Seller within the meaning of Section 1 of the Unfair Contract Terms Act 1977.

11. Force Majeure.

Deliveries may be partially or totally suspended by either party during any period in which it prevented from manufacturing, delivering or taking delivery of the Goods through any circumstances outside its control. If, because of such circumstances, the Seller is unable to supply to total requirement of the Goods, the Seller may allocate its available supply (after satisfaction of its own requirements) among all of its customers, including those not under contract, as the Seller thinks fit. Deliveries so suspended shall be cancelled without liability, but the contract between the parties shall otherwise remain unaffected.

12. Indemnity.

The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which the Seller may become liable in respect of the Goods sold under the contract in the event that the damage or injury shall have been occasioned otherwise than by the negligence of the Seller.

13. Default.

The Seller reserves the right (without prejudice to its other rights and remedies) either to terminate the contract between the parties or to suspend further deliveries under it or require payment in advance in the event that the Buyer fails to pay for any one delivery when the same becomes due or the Buyer's financial responsibility becomes unsatisfactory to the Seller or if the Buyer, being a company, goes into liquidation or has a receiver appointed or not being a company has a receiving order made against him or enters into any arrangement or composition with creditors.

14. Cancellation.

Once the Buyer has submitted an order, it constitutes a legally binding offer made by the Buyer to purchase the item(s) ordered. This offer may be considered irrevocable, and no change or cancellation of the order may be accepted. At the Seller's sole discretion some written requests for cancellation may be accepted. Orders for standard products may be cancelled by the Buyer no later than three weeks prior to shipment. Any non-standard product(s) (products made specifically for a particular buyer and which therefore could not be sold to someone else) may not be cancelled upon the earliest to occur of (a) the Seller ordering material to make the non-standard product(s), (b) commencement of production, or (c) 3 weeks prior to shipment. Cancellation is only accepted when acknowledged in writing by the Seller to the Buyer.

15. Duty.

All import duties, VAT and other import costs will be for the Buyer's account unless otherwise agreed in writing.

16. Patents and Trademarks.

No representation, warranty or indemnity is given by the Seller that the Goods do not infringe any letters patent, trademarks, registered designs, or other industrial rights.

17. Assignability.

The contract of which these Conditions forms part is personal to the Buyer who shall not assign the benefit thereof without the Seller's written consent.

18. Proper Law.

These Conditions and the Contract between the parties shall be construed and applied in accordance with the law of England and the English Courts shall have sole jurisdiction in any dispute relating thereto.