

**TENANTS DISTRIBUTION LIMITED**  
**CONDITIONS OF SALE**

1. **DEFINITIONS:**
  - (a) "Buyer" means any person or persons, firm or firms, company or companies, authority or authorities who shall order or buy the goods.
  - (b) "Seller" means Tennants Distribution Limited (registered in England under number 3133273) whose registered office is Hazelbottom Road, Manchester, M8 0GR.
  - (c) "Contract" means the agreement between the Seller and the Buyer for the supply of goods.
  - (d) "Goods" means the goods, materials or services supplied or sold by the Seller to the Buyer as specified in the contract.
  - (e) "Price" means the price of the goods stated on the invoice and any other payments to be by the Buyer to the Seller under the terms and conditions.
  - (f) "Order" means an order placed for the goods which is taken to include these terms and conditions.
2. **TERMS:**

All quotations are given and orders accepted by the Seller on the basis of the conditions of trading set out below. No variation of or addition to these conditions shall be valid unless agreed in writing and signed for and on behalf of the Seller.

  - (a) The Buyer acknowledges that these Conditions shall prevail over any qualification or condition purported to be imposed by the Buyer and any previous course of dealing between the Buyer and Seller.
  - (b) The Buyer expressly agrees that these Conditions shall take precedence over any contractual provisions proffered by the Buyer including but not restricted to terms contained in any order, acknowledgement or specification.
  - (c) The Seller shall not be bound by and does not agree to any contractual provisions proffered by the Buyer save to the extent, if any, that the Seller agrees to the same in writing.
  - (d) The Buyer agrees that no actions taken by the Seller shall be interpreted as the Seller accepting any contractual provisions proffered by the Buyer.
3. **SEPARATE CONTRACTS:**

Each shipment or delivery is to be treated as if it were made under a separate contract. Failure to make any particular shipment or delivery shall not entitle the Buyer to refuse to accept further shipments or deliveries in respect of which any orders have been made by the Buyer.
4. **CANCELLATION:**

Orders may only be cancelled in whole or in part with the Sellers consent. Without prejudice to its other rights or remedies, the Seller may defer or cancel any further deliveries or instalments of goods due upon the happening of any of the following events:

  - (a) The price of the goods being unpaid at the end of the 20<sup>th</sup> day following the month in which the goods were delivered, unless otherwise agreed in writing by the Seller.
  - (b) The earlier making of a receiving order in bankruptcy against the Buyer.
  - (c) The calling of a meeting of Creditors of the Buyers under Section 98 of the Insolvency Act 1986 where the Buyer is a limited company.
  - (d) The making of any composition with creditors by the Buyer or the entering into any deed of arrangement.
  - (e) The levying of execution against the Buyer's goods.
  - (f) Be in breach of any of the terms and conditions hereof
5. **PAYMENT:**

Unless otherwise agreed in writing, all invoices are strictly net cash for payment by the 20<sup>th</sup> day of the month following the month of the invoice date. No right of offset shall be granted. In case of failure to pay on the due date, all sums outstanding shall become payable immediately. If any payment is in arrears the Seller shall be entitled (without prejudice to any other rights it may have) to suspend any further deliveries until payment is received, whether or not such deliveries are due under the same contract. Interest at 3% over the Bank of Scotland base lending rate shall be chargeable on overdue accounts at the Seller's discretion.
6. **PRICE:**
  - (a) Unless the Buyer and Seller have specifically agreed that the price for the goods shall be a fixed price, the Seller shall have the right to increase the price of the goods by giving notice of any such an increase at any time before the despatch of the goods. If the Buyer is of the opinion that any such price increase is unreasonable, it may therefore cancel the undelivered balance of any outstanding contract. If the Buyer does not exercise this right of cancellation, then the increased price notified by the Seller shall apply to the undelivered balance of the contract.
  - (b) All prices quoted by the Seller are subject to the addition of taxes and duties such as VAT, import /export taxes and /or hydrocarbon oil Duty where applicable, at the appropriate rates ruling at the date of despatch.
  - (c) The Seller has the right to issue a supplementary invoice in respect of any increase of any tax or duty, UK or otherwise, between the date of despatch and the date of delivery for which the Seller maybe liable to the appropriate authorities.
7. **QUANTITIES:**

The Seller may deliver against any order hereunder up to 10% variation of the amount specified for the delivery in question in full discharge of its obligations in this respect, provided that as regards such excess or deficiency the Seller shall make a corresponding adjustment in the amount payable by the Buyer.
8. **RISK AND BENEFICIAL OWNERSHIP:**
  - (a) The risk in the goods passes to the Buyer upon delivery but equitable and beneficial ownership shall remain with the seller until the seller has received payment of the full price of all goods and/or services the subject of the contract. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and buyer.
  - (b) Should the goods become constituents of or be converted into other products while subject to our equitable and beneficial ownership the Seller shall have equitable and beneficial ownership in such other products as if they were solely and simply the goods and accordingly sub-clause (a) shall as far as appropriate apply to such other products.
  - (c) The Seller are hereby granted permission at all reasonable times to inspect the goods, and may at the Seller's discretion collect the said goods from any place that the same are being kept upon the happening of any of the events listed in clause 4.
  - (d) In the event of non-payment by the Buyer or if the Buyer commits any act of bankruptcy or, if a limited company, satisfies any statutory ground for winding up by the court or voluntarily (other than for the purpose of amalgamation or reconstruction), without prejudice to any other remedies, the Seller or its agents may enter the Buyer's premises to recover all goods in respect of which property has not passed.
9. **PACKAGES, PALLETS AND CONTAINERS:**
  - (a) Unless expressly agreed between the Buyer and Seller all packages, pallets and containers supplied by the Seller shall remain the property of the Seller and must be returned by the Buyer to the supplying works within three calendar months from date of invoice
  - (b) Where no deposit has been paid, if any such package, pallet or container is not returned in good order and condition within such period, it shall be invoiced to the Buyer by the Seller at the Seller's standard rate
  - (c) Where a deposit has been paid, if any such package, pallet or container is not returned in good order and condition within such period, the seller shall be under no obligation to credit this deposit
  - (d) All packages, pallets and containers supplied by the seller are to be used solely for the purpose of delivering the goods. They are not permitted to be used for any other purpose.
10. **BULK DELIVERIES:**

Where goods delivered hereunder are carried in bulk containers (including road or rail vehicles/tankers and demountable tanks whether for road, rail or sea carriage):

  - (a) The Buyer shall be responsible for any loss of or damage to such containers incurred by the Buyer occurring at the Buyer's nominated place of delivery.
  - (b) The Buyer shall discharge such containers within ninety minutes of arrival of the container at the Buyer's nominated place of delivery or within such other period as may be agreed between the Seller and Buyer in writing before despatch of the goods by the Seller. If the Buyer does not promptly discharge such containers, the Seller shall have the right to charge the buyer demurrage at the prevailing rate.
  - (c) The Buyer shall indemnify the Seller against any and all loss, expense, damage or other cost arising from any failure to discharge such containers as aforesaid.
11. **SUITABILITY OF STORAGE FACILITIES AND COLLECTING VEHICLES:**
  - (a) The Seller reserves the right at any time, and without notice, to refuse to make delivery of any quantity of the goods without incurring any liability as a result thereof if, in the opinion of the Seller, the reception facilities, storage tank or other installation (or any valve, filling line, pump or other equipment required to be used in connection therewith) into which such quantity of the goods would be transferred on delivery to the Buyer is unsuitable for any reason. In such event the Seller shall be entitled to receive from the Buyer all reasonable freight and other costs incurred by the Seller by reason of such refusal and/or remedy the unsuitability complained of.
  - (b) Where delivery is made by the Seller of any quantity of goods, such delivery shall not in any way be deemed an admission on the part of the Seller as to the suitability of such reception facilities, storage tank or other installation (or any valve, filling line, pump or other equipment required to be used in connection therewith).
  - (c) The Buyer warrants that any collection vehicle, ship or other container provided by the Buyer or anyone acting on its behalf shall comply with all relevant legislation and applicable health and safety requirements. The Seller may inspect the same for the purpose of checking its suitability and/or safe condition. However, the Seller shall in no circumstances be responsible for the suitability and condition thereof or liable for any damage or loss resulting therefrom, and may at any time refuse to load if it is considered to be unsuitable or unsafe.
12. **CLAIMS:**

Any claim which the Buyer may have against the Seller in respect of non-conformity of the goods with the contractual agreement, or damage to the goods in transit, or partial loss of the goods in transit, or bulk shipments losses in excess of 10% weight/volume, shall be deemed to be waived and absolutely barred, unless the Buyer submits the claim in writing to the Seller within 7 days from the date on which the Buyer its servant or agent received the goods.
13. **WARRANTIES AND LIABILITIES:**
  - (a) The Seller warrants that the goods shall comply with the Seller's specification for the goods in question as current from time to time, or such other specification as may have been agreed in writing by the parties, or if there is no such specification to be within normal limits of industrial quality.
  - (b) The Seller does not warrant the fitness of the goods for any particular purpose even if the purpose be known to the Seller and no such warranty is to be implied from the names or description under which the goods are sold
  - (c) The Buyer shall in accordance with good manufacturing principles check that the Goods meet the specification prior to using or supplying the Goods. Where no check has been performed there shall be no liability arising against the Seller.
  - (d) The Buyer represents warrants and undertakes to the Seller that it shall promptly provide to the Seller such information as may be required in order to maintain compliance with the Registration Evaluation Authorisation and Restriction of Chemicals regulation (REACH) in respect of the goods. The Buyer also warrants that it shall comply with its obligations under REACH.
  - (e) All warranties conditions and statements, express or implied, statutory or otherwise are excluded to the full extent permitted by law.
  - (f) Except in respect of death or personal injury to human beings resulting from negligence, the seller's liability to the buyer shall be limited to twice the price of the goods the subject of the particular consignment in respect of this contract, howsoever caused or arising or of negligence or of any misrepresentation or any other tort or breach of statute on the part of the Seller or its agent.
  - (g) In no circumstance shall the Seller be liable for any financial or consequential economic loss or damage no matter how arising including the costs of any product recall.
14. **DELIVERY AND FORCE MAJEURE:**
  - (a) Dates and times given for despatch or delivery are quoted by the Seller in good faith but the Seller shall not be liable for failure to deliver on the specified date, dates or times quoted.
  - (b) Time shall not be of the essence with respect to any of the Sellers obligations arising under the Contract.
  - (c) If circumstances beyond the reasonable control of either party (including but not limited to an act of god, war, riots, explosion, fire, flood, abnormal weather conditions, strikes, lock-outs, accidents, government action) prevent the Seller from making delivery and/or the Buyer from receiving the goods as contracted, such party may by notice give as soon as reasonably practicable after the occurrence of such circumstances suspend the contract in relation to the affected deliveries or shipment during the time that such circumstances continue and neither party shall be liable to the other for any damages thereby occasioned.
  - (d) Should such suspension continue for more than 120 consecutive either party may at any time thereafter cancel any affected shipment or delivery under the contract and shall not be liable to the other party for any damages thereby occasioned.
15. **PROPER LAW AND JURISDICTION:**

The construction validity and performance of this contract shall in all respects operate and be governed by the law of England and Wales and, save as the Seller may otherwise agree in writing, the high Court of justice in London shall have sole jurisdiction over all disputes which may arise out of or connection with this contract.