

# NEUTRON FIRE TECHNOLOGIES LIMITED – GENERAL CONDITIONS OF SALE

Any orders made by the Buyer and accepted by Neutron Fire Technologies Ltd (the Seller) implies unreserved acceptance of these General Conditions of Sale, which shall govern the Contract to the exclusion of all others, notwithstanding any contrary provision in the Buyer's General Conditions of Purchase, except otherwise specifically agreed in writing. In these conditions "Seller" refers to Neutron Fire Technologies Ltd and/or its subsidiary, associated or operating companies and "Buyer" refers to the individual firm or company to whom a quotation is addressed or whose order is accepted by the Seller. These conditions shall apply in respect of all Contracts between the Seller and Buyer for the purchase of goods or services from the seller. No other conditions are incorporated or implied into any Contract between the Buyer and the Seller unless expressly accepted in writing by the Seller. All references to prices, goods and services contained in these conditions shall be taken to mean the prices, goods and services detailed in the relevant order form issued by you ("Purchase Order").

## 1. Orders

No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller or his representative. All quotations, offers and tenders are made subject to the following conditions. Except where as otherwise provided in these conditions, all other terms, conditions, representations or warranties are excluded from any Contract between the Seller and the Buyer unless expressly accepted in writing by the Seller.

## 2. Quality

(a) The Seller will use all reasonable efforts to ensure that the Products conform to the Seller's published specifications current at the time of dispatch of the Products or the specifications specifically agreed in writing with the Buyer (including changes notified to the Buyer under the provision of this clause). The Seller reserves the right to change such specifications from time to time and, in that event, will notify the Buyer prior to dispatch of any such changes. (b) The Seller's products are offered on the basis that the Buyer has taken all reasonable measures to confirm their suitability for the Buyer's own particular requirements. Recommendations for use of the Products, whether given in writing, orally, or to be implied from results of tests carried out by the Seller, are based on current knowledge at the time. No guarantee, either express or implied, is made by the Seller regarding the validity of the recommendations or the results obtained therefrom.

## 3. Defective Products

The Products shall at the point of delivery correspond with their respective specifications. If any of the products shall be found to be defective, such defects shall be notified by the Buyer within three days of receipt of the goods, and confirms by notification in writing within seven days of receipt of the goods. Where the Seller is notified of the damage to the goods in accordance with this provision, the Seller shall repair or replace the goods at its sole option.

## 4. Liability

In respect of any defects, whether or not apparent upon inspection or latent, the Seller's liability shall be strictly limited to the replacement or credit referred to in Clause 3 above. Without prejudice to the above, the Seller shall be under no liability in respect of alleged defective Products unless:

(a) The Buyer gives to the Seller written notice and details of the defect within the periods mentioned in Clause 3; (b) The Buyer gives the Seller's representative adequate opportunity to inspect the Products and remove samples for analysis; (c) The Buyer has used and stored the Products properly and has forthwith ceased using them. In any event the Seller shall not be liable in respect of any loss or damage which arises: (a) In respect of the Buyer's liability to any third party, including but not limited to the Buyer's employees or customers; (b) In respect of other direct or indirect consequential loss or damage (including any loss or damage in respect of any loss of profits or income or business whether suffered by the Buyer or by any third party).

All other conditions, warranties or other terms (except the Seller's implied undertaking as to title and except in respect of death or personal injury caused by the Seller's negligence), whether express or implied, statutory or otherwise, are hereby excluded.

The use of the Products, is the sole responsibility of the Buyer who shall assume any consequences thereof, whether direct or indirect, and whatsoever its nature, and the Seller makes no warranties in respect thereof. The Buyer shall assess Products across the range and take reasonable precautions to prevent any contamination of Products caused through no fault of the Seller during carriage or otherwise from entering the Buyer's application processes. The Buyer acknowledges that it is relying on its own expertise and knowledge and not that of the Seller in entering the Contract.

The Seller's prices to the Buyer are determined on the basis of the exclusions and limitations of liability contained in these Conditions. The Buyer expressly agrees that these exclusions and limitations are reasonable because of the likelihood (amongst other matters) that otherwise the amount of damages awarded to the Buyer for a breach by the Seller of this Sale may be disproportionately greater than the price of the Products. The Seller's maximum aggregate liability under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the price of the goods or services under the Contract.

## 5. Delivery

The time for delivery shall not be the essence of the Contract. The Seller shall not be liable for any loss or damage howsoever arising from delay in delivery. Time for delivery of the goods and completion of the services is given as accurately as possible but is not guaranteed. Delivery of the Product shall take place: (a) Where the Seller undertakes delivery of the products, when they are unloaded off the Seller's or third party's vehicle, ship or other transport at the premises, port, station or other address specified by the Buyer; (b) Where the Buyer undertakes to collect the Products, when they are loaded on the Buyer's or a third party's vehicle, ship or other transport at the premises of the Seller or the address of any storage or warehouse facility used by the Seller for the storage of Products. The Seller shall be under no obligation to effect the delivery of the Products if the Buyer is in any breach of any of its obligations towards the Seller whether arising out of these Conditions or otherwise. Risk shall transfer to the Buyer upon delivery. It is the sole responsibility of the Buyer to take out all insurance cover required against all risks that could be incurred or caused by the Products as from their delivery. Carriers are responsible for Products lost or damaged in transit. In the case of such loss or damage, the Buyer shall immediately notify the Carrier or its agent thereof and shall do all things necessary to effect a claim against the Carrier for such loss or damage. Where any Products are sold ex-works or FOB UK Port, the Seller accepts no liability for any damage or deterioration in the Products as a result of the conditions or cleanliness of any transporting vehicle not belonging to the Seller. The Seller reserves the right to deliver less or more than the quantity of goods ordered by up to 5% and the Buyer shall pay for the quantity actually delivered. Measurements of volume or weight are also subject to variations up to 5% of the stated measurement. Failure by the Buyer to taken delivery of any one or more instalments of goods delivered in accordance with the Contract shall entitle the Seller to terminate the Contract either in whole or part.

## 7. Invoice and Price

(a) An invoice shall be either enclosed with every delivery or separately sent, and shall include all required references; (b) the price of the Products will be those ruling at the date of dispatch.

8. Payment and Penalty

Unless otherwise agreed in writing, payment shall be made not later than 45 days from the date of invoice. Time for payment is of the essence of the Contract. If the Seller does not receive full payment on the due date in respect of any Contract (except for a bona fide dispute), all outstanding payments to be made by the Buyer shall immediately and without further notice become due and payable, whether or not secured, and without any discount for early payment.

Without prejudice to the above, any outstanding sum on the due date shall automatically and without prior notice, give rise to payment of overdue interest for late payment on the full amount outstanding daily from the due date until the date of payment at the rate of 3% per annum above (UK) HSBC Bank plc base rate from time to time. No disputes arising under the Contract or delays (other than delays acknowledged by the Seller in writing) shall interfere with prompt payment by the Buyer.

9. Intellectual Property Rights

All patents, trademarks, trade names, copyrights and designs in relation to the Products and any literature or confidential information supplied by the Seller in connection therewith shall be and remain the absolute property of the Seller. The Buyer shall not either before, during or after the Contract have any claim or right or property therein or register or cause to be registered in any part of the world any patent, trademark, trade name, copyright or design similar to, or any imitation of, such patent, trademark, trade name, copyright or design. The Seller reserves the right at any time to require Buyer forthwith to discontinue the use in any manner whatsoever any such trade marks or other Intellectual Property.

The Products are supplied on the basis that the Buyer will not chemically or otherwise analyse any samples of the Products and will not use any information related to the Products for the production of Products similar or equivalent to the Products or the supply thereof from a competitive source. The Buyer is also responsible for ensuring that the intended use of the Products will not infringe any third party's intellectual property rights.

10. Packaging

Unless otherwise agreed, the Buyer shall meet all obligations relating to the recycling of packaging or shall properly dispose of all packaging.

11. Retention of Title

The Seller shall retain ownership of the Products until full payment of the price, including principal and any interest due. Submission of a draft or of any other document or trade bill creating an obligation to pay shall not constitute a payment hereunder. Until full payment, the Buyer shall ensure that the Products are readily identifiable.

The Buyer shall oppose any legal action which may be initiated by third parties on the Products by means of seizure, confiscation or any other equivalent procedure and shall as soon as it becomes aware of such possibility, notify the Seller to enable it to preserve its rights. The Buyer shall not enter into any arrangement or agreement the effect of which is the creation of security or any other kind of encumbrance over the Products in favour of any third parties.

If the Buyer goes into liquidation or becomes insolvent, or has a receiver or administrator appointed, or fails to pay for any Product on the due date, the Seller hereby reserves the right to cancel future deliveries and, at the Buyer's expense, to recover the Products. The Buyer shall return the Products on demand or otherwise the Seller shall be entitled to recover the Products or any part thereof. For the purposes of exercising such rights the Seller, its servants and agents with appropriate transport may enter on the Buyer's premises and any other address where the Products are located at any time in order to recover the Products. Products recovered shall be credited against all sums owing by the Buyer to the Seller, including costs of recovery, as the Seller may determine.

12. Variations

No variation to any Contract shall have effect unless signed in writing on behalf of the Seller by an Officer of the Seller.

13. Termination

The Seller shall be entitled forthwith to terminate any Contract between it and the Buyer by written notice if the Buyer fails to pay any invoice in accordance with these conditions, where the control of the Buyer changes during the period of the Contract or where the Buyer commits any continuing or material breach of these conditions of sale or makes any composition with its creditors or suffers any distress or execution to be levied upon its assets or is wound up either compulsorily or voluntarily or suffers a receiver of any of its assets to be appointed or otherwise ceases or threatens to cease to carry on business.

14. Force Majeure

Neither party shall be held liable for any delay in performing, or any failure to perform their respective obligations, if the delay or failure is due to force majeure. Force majeure is an event that is unforeseeable, unpreventable, and beyond the control of the party so affected and renders the performance of the obligations impossible and which cannot be stopped or prevented by ordinary legal means. Force majeure includes, without limitation: civil or foreign war, riot, strike, governmental or local authority action, power failure or breakdown of machinery, fire, natural disasters, or exceptional weather conditions.

Should the event of force majeure exceed a period of 3 consecutive months, either party may terminate the Contract without penalty by written notice.

15. Dispute and Governing Law

The Contract shall be governed and construed in accordance with the laws of England. Any dispute arising out of or in connection with the Contract shall be submitted to the jurisdiction of the English Courts. If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of these Conditions and the remainder of the provision in question shall not be affected. A person who is not a party to the Contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

Company Name: ..... Company Registration Number: .....

Signed: ..... Name in block capitals: .....

Position: ..... Date:.....