

POLYTANK GROUP LIMITED  
TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these conditions the following words shall have the following meanings; The "Buyer" shall mean the corporate entity, firm or person seeking to purchase the Goods from the Company. Where the Buyer is more than one person then; (i) the liability of the persons constituting the Buyer will be joint and several and "the Buyer" means all or any such persons, (ii) notice to any one or more shall be good notice to all persons constituting the Buyer.

The "Company" shall mean Polytank Group Limited.

The "Contract" shall mean any Contract for Goods or Services made between the Company and the Buyer.

The "Goods" shall mean the products, articles or things to be sold by the Company and/or services provided by the Company to the Buyer whether or not the Buyer shall purchase Goods or not.

QUOTATION AND ACCEPTANCE OF CONTRACT

All quotations given and all orders are accepted on these terms which shall apply to the exclusion of and shall override any other terms stipulated or referred to by the Buyer whether in its order or any other document, or in any negotiations or communication or course of dealing established between the Company and the Buyer.

These terms and conditions represent the entire basis of trade between the Company and the Buyer relating to the Goods and such terms shall supersede and shall not create any agency or partnership between the Company and the Buyer or any third party, and the Buyer shall not place any reliance upon any statements, recommendations and advice whether in orally or in writing given (whether before or after the acceptance by the Company of the Buyer's order) by the Company, its servants, selling or marketing representatives or agents as to any matter relating to the Goods save where such statements, recommendations or advice is given in writing and signed by a director of the Company in response to a specific written request from the Buyer before or at the time the Company's acceptance of the order. In the case of any inconsistency between these terms and conditions and any form of Contract sent by the Buyer to the Company (whatever their respective dates) these terms and conditions shall prevail.

Quotations whether written or verbal, submitted by the Company shall be deemed to be an invitation to treat and not an offer.

No amendments will be accepted to the Terms and Conditions herein contained unless agreed to in writing and signed by a Director on behalf of the Company. For the avoidance of any doubt the placing of orders, either verbally or in writing by the Buyer with the Company, shall imply acceptance of the Terms and Conditions herein contained by the Buyer. The servant, officer representative or agent of the Buyer ordering Goods, whether verbally or in writing, from the Company shall be deemed by the Company to have authority to order Goods on behalf of the Buyer, and shall commit the Buyer to the order, and such persons shall also be jointly and severally liable with the Buyer for all monies due and outstanding to the Company. Any time or indulgence which the Company may grant to the Buyer shall not be deemed to be a waiver of the Company's rights hereunder or in any way impair enforcement of the terms hereof by the Company. An order is accepted subject to satisfactory bank and trade references being received and the Company reserves the right to control the account accordingly.

DESCRIPTION OF AND STATEMENT AS TO GOODS

Save where the Goods are stated to be sold as complying with a recognised trade or industry standard, all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's catalogues, brochures, price lists, quotations or publicity materials are approximate only and the Company shall not be liable for their accuracy unless they are expressly incorporated into the contract in writing.

The Company reserves the right to substitute other Goods, components or materials of equivalent quality when the Goods, components or materials specified are not readily available.

PRICES

Prices quoted by the Company are those in effect at the date of quotation and unless otherwise expressly stated in writing all prices are exclusive of, and therefore subject to, the addition of VAT. Unless otherwise agreed in writing, the Company reserves the right to increase prices when it accepts the Buyer's order so as to reflect one or more of the following:- Any variation that may have occurred in the costs of labour, materials, suppliers, overheads and transport.

Any change in duty, tax, surcharge or levy of any kind whatsoever affecting the sale price of the Goods.

Any cost to the Company resulting from delay by the Buyer in giving to the Company information sufficient to enable it to supply the Goods or provide the services or resulting from any alteration made at the request of the Buyer in the specification of the Goods or in the place to which they are to be delivered or shipped. Any extra cost to the Company resulting from the Goods being carried at the request of the Buyer by modes of transport more

expensive than the Company's normal form of transport. Any extra cost to the Company in the event of the cost of production of any Goods increasing owing to war, threat of war, civil commotion, defence measures, strikes, lockouts, floods, fires, explosions, governmental or quota restrictions, Acts of God, adverse trading conditions, any unusual or special circumstances arising out of the Buyer's order, or any other circumstances whatsoever beyond the Company's control.

SALE OR RETURN

When Goods are supplied on sale or return the following conditions shall apply also;

The Goods delivered shall be paid for immediately on receipt unless otherwise stipulated in writing by a Director of Polytank Group Limited. Goods that have not been sold within ninety days of delivery may be returned at the Buyer's cost and will be credited when received.

Any Goods which have not been returned within this period will not be credited under any circumstances.

Goods that are supplied on sale or return are only done so if clearly marked as such on the sales order confirmation and invoices relating to such. All Goods which the Company may request to be returned shall be in the same condition, including packaging, as were originally despatched to the Buyer. The quantity of returns shall be the number accepted and countered by the Company, any discrepancies shall be the responsibility of the Buyer.

The Buyer is also liable for any costs and/or losses sustained by the Company arising from the failure of the Buyer to return the Goods in the good and perfect condition in which they were despatched. If any product is re-ordered that product cannot then be returned or credited under any circumstances, whether within the ninety day period or not.

COLLECTION & DELIVERY

Any time or date stated for delivery is given and intended as an estimate only and the Company shall not be liable for any loss or damage whatsoever resulting from any delay in delivery howsoever arising.

Where the contract does not provide for specific delivery times, the Buyer agrees to accept delivery of Goods from the Company or its agent between 8.00 am and 5.00 pm from Monday to Friday. The Buyer also agrees that they will unload the goods which are intended for them within a reasonable time but in any event within thirty minutes after arrival at the Buyer's premises.

Failure by the Buyer to accept and unload the delivery within the time stated, the Company will put the Goods into storage at the Buyer's risk and expense and the Buyer will also be responsible for the costs of re-delivery of the same.

Unless otherwise stated in writing delivery shall be deemed to take place upon the occurrence of the first in time of the following, namely: The physical delivery of the Goods to the Buyer at the Company's works; The physical delivery of the Goods to the Buyer's carrier or agent for the purpose of transmission to the Buyer or his nominee;

The physical delivery of the Goods to the Buyer's place of business or such other place as he may direct by the Company, its carrier or agent, the Buyer being responsible for unloading.

Signature of the Company's delivery note by any employee, representative or agent of the Buyer shall be conclusive proof of the delivery and will refer to the acceptance of the number of cartons or packages together with the quantity (weight and/or number), condition and nature of the contents therein. Where the contract provides for delivery by the Company, its carrier or agent:

Any claims for non-delivery must be made in writing to the Company within seven days of receipt of invoice or advice note whichever is the earlier; Any claims in respect of Goods damaged in transit or shortages in delivery must be made in writing to the Company within three days of delivery; shortages in delivery shall not give rise to a right to reject the Goods delivered.

The Company shall make good any defects or shortages in accordance with the terms of this condition but otherwise shall be under no liability whatsoever, whensoever or howsoever arising, whether by way of negligence or otherwise for such defects or shortages.

The Company shall be entitled to make partial deliveries or deliveries by instalments and all the provisions of these terms shall apply to such deliveries. If delivery of the Goods is delayed through any act or omission of the Buyer, the Company may put the Goods into storage at the Buyer's risk and expense.

CANCELLATION BY THE BUYER

No cancellation of the whole or any part of any order whether it is an order by instalment or otherwise by the Buyer is permitted except where agreed in writing by a director of the Company.

Goods once delivered may not be returned unless authorisation has been given as specified in 7.1 and provided that the following conditions are satisfied;

Goods will only be accepted if they are in brand new and unused condition. Packaged items will only be accepted if the packaging remains unbroken and in re-saleable condition.

Goods will only be accepted if returned within three weeks of the date of collection by, or delivery to, the Buyer.

In every case a re-stocking charge will be made.

## RISK

The risk in the Goods shall pass to the Buyer when the Goods are despatched from the Company's premises by the Company to, or collected by, the Buyer or its agent.

## TITLE

Notwithstanding the passing of risk under Condition 8, the property in and/or beneficial title of the Goods shall remain the sole and absolute property of the Company until such a time as the Buyer shall have paid to the Company all sums due to it under the contract and/or together with any sums due for Goods which are subject to any other contracts or any other account whatsoever with the Buyer which may include any accumulated interest charges and other liabilities.

Until such time as the Buyer becomes the owner of the Goods, the Buyer will store the Goods or any mixture of conversion of these Goods, on his premises separately from the Buyer's own Goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Company. During this time, the Buyer shall insure the Goods of the Company, and any mixture of conversion of these Goods; the expense of such insurance being the Buyer's responsibility. The insurance cover shall be with a reputable insurance company and the interest of the Company shall be notified to the insurance company by the Buyer. The insurance will cover all usual risks (including fire, theft and accident) and shall be for not less than the full replacement value of the Goods. The Buyer will ensure that the interest of the Company is notified to the insurance company. Any money received by the Buyer, whether for the Buyer's Goods or any mixture or conversion of those Goods, will be held in trust for the Company; such money must be paid to the Company which will be applied towards the satisfaction of the sums due and owing to the Company. Subject to the terms hereof the Buyer is licensed by the Company to agree to sell the Company's Goods as principal, subject to the expressed condition that such an agreement to sell shall take place as fiduciary for the Company and that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies nor paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies; and The Buyer's power of sale and/or right to possession of the Goods shall cease if, in the Company's opinion, the Company believes that the Goods are at risk, or if the Buyer shall be in default in the payment of any sum whatsoever due to the Company (whether in respect of Goods or any other Goods supplied by the Company or Services rendered whether or not under the Contract, by the Company or for any other reason whatsoever) or if any cheque or other negotiable instrument drawn or accepted by the Buyer in favour of the Company shall on presentation for payment be dishonoured or if the Company in good faith shall have doubts as to the solvency of the Buyer; and

The Buyer's power of sale referred to herein shall automatically cease if any receiver and/or manager or administrator receiver shall be appointed over any or all of the assets or undertaking of the Buyer, or if any winding up order shall be made against the Buyer, or if the Buyer shall go into voluntary liquidation (otherwise than for the purposes of, and followed by, re-construction or amalgamation) or call any meeting of or make any arrangement or composition with creditors or if any petition in respect of a bankruptcy order shall be presented against the Buyer or if an application shall be made for an interim order in connection with any proposals for a voluntary arrangement of the Buyer's affairs; and

Upon determination of the Buyer's power of sales under the conditions herein the Company, its employees, agents and/or any other person authorised by the Company has an irrevocable licence, without notice and without prejudice to its other rights, for the purposes of recovery of its Goods, be entitled to enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same; in any such circumstances the Buyer shall thereupon be responsible for any costs and/or losses including consequential losses sustained by the Company; and

If the Buyer has not immediately received the proceeds from its customer of any such sale, then at any time the Company may at its (the Company's) sole discretion request the Buyer in writing to assign to the Company all rights against the persons and/or companies to whom the Buyer has supplied the Goods or any mixture or conversion of those Goods. The Buyer shall assign the rights within seven days of being called upon so to do by the Company. The Buyer shall remain jointly and severally liable with its customer for the Goods until all monies due and owing to the Company are paid in full to the Company including all costs and losses incurred by the Company in this or any other Contract. The Company's right to exercise this option shall not prejudice any other rights or remedies which the Company may have against the Buyer. The Company shall at any time be entitled to appropriate any payment made by the Buyer in respect of any Goods in settlement of such invoices or accounts in respect of such Goods as the Company may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

## PAYMENT

Unless otherwise agreed in writing, the price of the Goods will be due and payable on the last business day of the month following delivery or completion of performance of services.

The Company shall be entitled to charge interest on any part of the price which is not paid in accordance with clause a) at the rate per annum of 3% over Barclays Base Rate for the first month and an additional 2% for every month thereafter. Time of payment is of the essence and if the Buyer defaults in punctual payment of the price the Company shall be entitled to terminate the contract and recover the Goods at the Buyer's expense without prejudice to any further rights which the Company may have.

Any default in payment of an invoice or an instalment payable on an invoice on the due date shall render the entire balance outstanding on all invoices from the Company to the Buyer immediately payable in full without demand being made notwithstanding any contrary provisions as to terms of payment in any one or all invoices.

During any period in which the Buyer is in arrears with any payment, or if after notice of a credit limit and this is exceeded, or a credit limit would be exceeded by a further delivery, the Company may without recourse from the Buyer and without prejudice to his other rights,

suspend and/or cancel all or part of the Contract and/or; suspend and/or cancel all or part of other Contracts, irrespective of whether deliveries have been made against the Contracts and/or; request the immediate return of all the Company's Goods held by the Buyer and/or;

amend the dates for delivery of Goods on this or any other contract; in all such circumstances the Buyer shall thereupon be responsible for any costs and losses including consequential losses sustained by the Company. If the Buyer fails to give all instructions reasonably required by the Company and all necessary documents, licences, consents and authorities for forwarding the Goods or is unable to accept delivery of the Goods at the time when the Goods are due and ready for despatch or delivery or shall otherwise cause or request delay, the Buyer shall pay to the Company all costs and expenses, including storage and insurance charges incurred or arising from such delay during which, at the Company's absolute discretion if its storage facilities permit, the Goods will be stored at the Buyer's sole risk. This provision shall be in addition to and not in substitution for any other payment or damages for which the Buyer may be liable in respect of this failure to take delivery at the appropriate date.

The Buyer shall not be entitled to make any deduction from the price of Goods which have been delivered to the Buyer in respect of any set off or counterclaim (whether or not the Goods or services are to be provided by instalments and in such cases each instalment is deemed to constitute a separate and distinct contract) unless both the validity and the amount thereof have been expressly admitted in writing by the Company and such admission is signed by a director of the Company. In the case of any short delivery or delivery of damaged Goods to the Buyer, the Buyer shall remain liable to pay the full invoice amount of all other Goods delivered. In the absence of any specific appropriation by the Buyer, the Company shall have the right to appropriate any payment made by the Buyer towards the satisfaction of any invoice outstanding from time to time as the Company shall in its absolute discretion think fit.

## DISPUTE AND SET-OFF

Any liability of the Company under the contract shall be subject to and conditional upon the due performance and observance by the Buyer of all its obligations under these conditions and, subject to these conditions, the Buyer shall not be entitled to withhold or delay payment or exercise any right of set-off whatsoever and howsoever arising or arisen which might otherwise be available to it.

## PACKAGING

Unless stipulated, containers and packages remain the property of the Company and their value will stand as a debit to the Buyer's account until returned.

## RETURN OF GOODS

The Buyer shall be responsible to the Company for all costs and losses incurred by the Company in the return of Goods back to the Company, including costs of carriage, transportation, labour and administration expenses howsoever incurred.

## COMPLAINTS AND DISCREPENCIES

All complaints in respect of alleged discrepancies in quality or quantity must be notified in writing to the Company by the Buyer within three days of the date on which the Goods reach the Buyer's premises or any other address nominated by the Buyer; this shall not be a ground for the Buyer to withhold payment to the Company of any sum due under this or any other contract.

No claim whatsoever will be entertained after seven days from the date of delivery.

All despatches which have been notified as containing discrepancies must be kept in their original containers and packages, thus allowing the Company or an appointed Agent to inspect the Goods. Failure by the Buyer to do so will imply acceptance that all Goods are correct in quality and quantity. The Company shall not be responsible for any costs incurred in storing such Goods or losses sustained by the Buyer.

Goods described by the Buyer as defective shall not be returned to the Company unless they are accepted by the Company, in writing, as defective (as to which the Company's decision shall be final) and the Company shall

have the option to take back the said defective Goods and either (i) replace the Goods or (ii) credit the invoice value of the Goods to the Buyer's account.

In the event of the Goods having been altered in anyway whatsoever before a complaint is investigated the Company shall not be responsible for the cost of its alteration unless explicitly agreed by the Company, in writing, and in any case the Company shall not be liable for any direct, indirect or consequential loss arising to the Buyer under any contract arising from this contract and in no case will the Company be liable to the Buyer for any sum in excess of the invoice value of the faulty Goods originating from the Company's deliveries and contained in affected products. The Buyer shall arrange insurance cover against such conditions, if the Buyer considers this necessary; the Buyer being fully responsible for the insurance premiums.

#### WARRANTY AND LIABILITY

The Company shall make good by reimbursement of the whole or part of the price (and, where relevant, as a deduction from any part of the price remaining unpaid) or at its option by repair or by replacement any defect developing under normal use in the Goods and due solely to the faulty design (except where supplied by or on behalf of the Buyer), materials and/or workmanship, provided that;

The Buyer shall be responsible for ensuring that Goods are fit for the purpose for which he wishes to use them and the Company gives no warranty (and none shall be implied) that the Goods are fit for any particular purpose; and The defect in question shall have appeared within twelve months after the Buyer shall have taken possession of the Goods or performance of Services completed and shall have been thereupon promptly notified in writing to the Company; and

Any Goods alleged to be defective shall be stored in a safe place by the Buyer until such time as the Company authorises their disposal in writing; and

Any Goods alleged to be defective shall, if so required by the Company, be promptly returned at the Buyer's risk and expense to the Company's works for inspection, and the Company shall in its reasonable opinion consider them to be defective solely by reason of faulty design, materials and /or workmanship; and

No attempt shall have been made by the Buyer or by any third party to remedy any defect before, if so required by the Company, the Goods in question shall have been returned to the Company for inspection; and The Goods in question shall have been serviced and maintained properly and in accordance with the Company's recommendations and shall not have been fitted with any parts, components and/or accessories other than those manufactured or recommended by the Company. The liability of the Company arising from all and any claims relating to any single Contract shall be limited to a maximum sum of £200 in total or such amount (less the costs of recovery incurred by the Company) as the Company receives from the manufacturer of the Goods giving rise to the claim from the Buyer. The Company shall not be liable for any claim or claims relating to any breach of warranty, express or implied, brought after twelve months of the date the Contract was made. The liability of the Company is also subject to compliance by the Buyer with all the terms contained in this clause [13]. Apart from such reimbursement, replacement or repair, the Company, its employees and agents shall be under no liability to the Buyer or to any third party for any injury, loss or damage of any kind whatsoever, howsoever and wheresoever arising or arisen, and whether direct or indirect, including without limitation any injury, loss or damage arising out of and/or incidental to;

Any negligence of the Company and/or of any of its employees and/or agents (except insofar as such negligence may result in death or personal injury); and/or

The Company's performance of and/or failure to perform and/or breach of any of its obligations, whether express or implied, under the Contract and/or otherwise; and/or

The Supply, installation, repair and/or maintenance of any of the Goods; and/or

Any defect in any of the Goods; and/or

Any advice given and/or representation made by the Company or on its behalf in relation to the nature, quality, specification, design, performance, use and/or installation of any of the Goods.

Any performance of any Services.

The terms of this condition replace all conditions, warranties, representations, statements, liabilities and other terms whatsoever implied by common law, statute and/or otherwise, all of which shall accordingly be excluded to the extent allowed by law, and the Company shall, in relation to the Goods and Services, have no obligation to the Buyer, either arising by statute, or in tort or in Contract and whether arising out of any negligence of the Company and/or any of its employees and/or agents (and whether under the Contract or under any other Contract), other than the express obligations contained in these conditions or in any other document expressly incorporated in writing into the Contract. Accordingly, it shall be for the Buyer to insure against any liability arising from the performance of the services and from its use of the Goods.

#### TERMINATION AND/OR SUSPENSION

Without prejudice to any rights and remedies available to it, whether under the Contract or otherwise, the Company shall be entitled, in its absolute discretion and upon giving to the Buyer written notice of its intention to do so, either to terminate wholly or in part the Contract and/or any other Contract

with the Buyer or to withhold or vary performance of all or any of its obligations under the Contract and/or any other Contract in any one or more of the following events;

If any sum to the Company from the Buyer on any account whatsoever shall be unpaid after the due date for payment, the Company shall henceforth have a general lien for any such sum on all and any property of the Buyer in its possession.

If the Buyer shall refuse to take delivery or collect any of the Goods in accordance with the terms of the Contract.

If the Buyer shall commit any act of insolvency (which shall be deemed to mean and include the passing of a resolution or the presentation of a petition for the winding up of the Buyer, other than for the purposes of and followed by amalgamation or re-construction, the appointment of a Receiver and/or Manager or an Administrator or Administrative Receiver over the whole or any part of the Buyer's undertaking and assets, the making by the Buyer of any composition with or the calling by the Buyer of any meeting of its creditors generally, and/or the levying of execution on any of its assets) or bankruptcy (which shall be deemed to mean and include the presentation of a petition in respect of a bankruptcy order or an application for an interim order in connection with any proposals for a voluntary arrangement of the Buyer's affairs).

If the Buyer shall commit any breach of any Contract with the Company. If the Company in good faith shall have doubts as to the solvency of the Buyer.

Where it is necessary to make alternative arrangements to deal with supply shortages.

If the Buyer refuses to permit or hinders performance of services. The Company shall be entitled to exercise its rights of termination or suspension hereunder at any time during which the event or default giving rise thereto shall not have ceased or been remedied, and in the event of any such suspension, the Company shall be entitled to require as a condition of resuming performance under the Contract, to require pre-payment of, or such security as it may stipulate for, the payment of any sum or sums due or to become due to it.

If the Buyer shall exceed the credit limit agreed between him and the Company from time to time on any account, the Company reserves absolutely the right to exercise its right of suspension hereunder. The Company shall be entitled to require, as a condition of resuming performance under the Contract, payment of such proportion of the sums or sum outstanding on any such account by the Buyer or such further sums as the Company sees fit in its absolute discretion to bring the Buyer back within its agreed credit limit.

The Buyer shall be responsible to the Company for all costs and losses including consequential losses sustained by the Company, directly or indirectly from the cancellation of the whole or part of any Contract with the Buyer for whatever reason.

#### FORCE MAJEURE

The Company shall have no liability whatsoever for any failure to perform, or for any delay in the performance of, any of its obligations under the Contract arising wholly or in part by reason of any factor beyond its direct control and further shall be entitled without penalty to cancel or delay deliveries of any Goods in the event of war, civil commotion, strikes, lockouts, floods, fires, explosions, governmental or quota restrictions, including restrictions of export or import or other licences, trade or industrial disputes of whatever nature, whether or not such dispute involves the Company, its servants or agents, Acts of God, adverse trading conditions or any other circumstances beyond the control of the Company and upon cancellation the rights and obligations of the Company and Buyer in respect of such deliveries shall cease.

If delivery of any Goods by the Company is delayed by reason or any circumstances whatsoever beyond the control of the Company the date for delivery of such Goods shall be extended by the period of the delay so caused providing that if such delay exceeds six months in duration the Company shall be entitled at the Company's option to give notice to the Buyer terminating the said contract without recourse to the Company.

#### NOTICES

Any notice required to be given in writing under the Contract shall be given either by facsimile transmission or by first class post addressed to the registered office of the party for which it is intended.

#### LAW

If any condition herein shall be deemed void for any reason whatsoever, but would be valid if part of the wording thereof were deleted any such condition shall apply with such modifications as may be necessary to make it valid and effective.

Should any term in this contract be held to be invalid such invalidation shall not affect the validity of the remaining terms.

Any contract between the Company and the Buyer incorporating these terms and conditions shall be deemed to be made in England, at the Company's premises, and in accordance with the law of England and both parties will submit to the jurisdiction of the English Courts.