

Building Adhesives Limited

Conditions of Sale

Contracts

1.1 These conditions shall be incorporated in all contracts for the sale of goods by Building Adhesives Limited ("the Company") to the exclusion of any terms or conditions referred to by the customer. Acceptance of any delivery by or on behalf of the customer shall in any event be conclusive evidence of the customer's acceptance of these conditions.

1.2 None of the Company's personnel or any other person is authorised to make any variation of these conditions or any contract or give any representations on behalf of the Company unless confirmed in writing and signed by a director of the Company.

Price etc

2.1 The Company's prices exclude VAT where applicable and all other taxes or duties.

2.2 The Company reserves the right at any time to change the prices of its goods and to vary the terms it allows to any customer without notice, and in respect of any goods delivered after such a change or variation the price shall be that current at the date of despatch of the goods and the terms shall be those so varied.

Payment

3.1 Unless otherwise stated on the face of the invoice, payments shall be made by the 21st day of the month following the date of the invoice without any discount, set-off or other deduction whatsoever.

3.2 In addition to any other rights of the Company, if the invoice is not paid in full when due (i) interest shall be payable on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement) on a daily basis at the rate of three (3) percent over the base rate from time to time quoted by the Company's bankers from time to time, compounded monthly, (ii) all other invoices, whether or not they are due for payment, shall become immediately due and payable, and (iii) the Company reserves the right to apply amounts received first in settlement of any interest on overdue debts then on debts due beginning with the oldest. The customer shall also pay all legal and other costs incurred by the Company in recovering any amounts owing from the customer and any goods in which title has been retained by the Company and such costs shall be due for payment immediately on invoice. The parties acknowledge the provisions of this clause to be a substantial remedy in the case of late payment.

3.3 The Company shall have the right at its discretion and without being required to give any reason, notwithstanding any agreement or arrangement with the customer or any contract which the customer may have with a third party, without liability to the customer, at any time, to exercise any one or more of the following rights, namely (i) withdraw or limit the amount of any credit granted to the customer, (ii) to require the price of any goods to be paid in a manner satisfactory to the Company and (iii) to refrain from delivering the goods until the price has been so paid.

Delivery

4.1 Trade terms referred to by the Company shall, to the extent consistent with these conditions, be as defined in the edition of "Incoterms" then current, but unless otherwise stated in the Company's order acknowledgement goods intended for destinations in the United Kingdom mainland will be consigned carriage paid but at the customer's risk and the form of packaging and transport shall be at the Company's discretion; if other arrangements are made at the customer's request any additional costs will be payable by the customer.

4.2 The Company will make reasonable efforts to meet any dates or times of delivery or availability requested by the customer and, at its discretion where it identifies any inability or failure to satisfy such a request, to inform the customer accordingly, but the Company shall not be liable for any loss, damage or expense arising from any delay or failure in delivery from any cause whatsoever nor shall any such delay or failure entitle the customer to refuse to accept any delivery or repudiate any contract.

4.3 If the customer fails to take delivery of any goods when tendered or to provide adequate delivery instructions or to collect them when notified they are ready for collection the Company, at its discretion, may exercise any or all of the following rights, namely (i) to store the goods at the risk of the customer, (ii) to require the customer to pay all storage, transportation, handling or other charges (including expenses in connection with the delay or detention of vehicles) incurred by the Company as a result of such failure and (iii) to require the customer to pay for the goods as though delivery had taken place.

4.4 The Company may deliver the goods by instalments each of which shall be deemed to be the subject of a separate contract and, unless otherwise agreed in writing, no failure by the Company in any one or more instalments shall entitle the customer to repudiate any contract for goods previously delivered or to refuse to accept any undelivered goods.

Title

5.1 Whether or not risk in the goods has passed to the customer, title in the goods shall remain in the Company until the Company has received in cash or cleared funds payment in full of the price of the goods and for all other goods or services supplied by the Company to the customer.

5.2 Until title passes:

5.2:1 the customer shall hold the goods as bailee for the Company and ensure that they are at all times clearly identified as the property of the Company;

5.2:2 the Company shall be entitled at any time on demand to:

5.2:2:1 repossess and sell all or any of the goods and thereby terminate (without any liability to the customer) the customer's right to use or sell them; and

5.2:2:2 enter any premises where the goods are located for the purpose of inspecting or repossessing them.

5.3 The Company shall, without prejudice to any other remedy, be entitled to maintain an action for the price of the goods although title in them has not passed to the customer.

5.4 The Company transfers to the customer only such title and rights of use as the Company has in any goods and in the case of material provided by any third party shall transfer only such title and rights as that party had and has transferred to the Company.

Missing, lost or damaged goods etc

6.1 If on delivery any goods are missing, lost or damaged the Company will at its own expense make good the discrepancy within a reasonable period by replacing the goods concerned at the original point of delivery or, at its option, allowing credit for their invoice value.

6.2 The Company shall have no liability in respect of any such discrepancy unless the customer has given written notice of the claim:

6.2:1 in the case of missing or damaged goods to the Company (otherwise than on the carrier's documents) within 3 working days of receipt, and to the carrier in accordance with the carrier's claims procedure;

6.2:2 in the case of loss of a whole consignment, to the Company within 7 days from the date of the invoice; or

6.2:3 in the case of any damage which could not reasonably be detected on inspection immediately on the discrepancy becoming apparent and in any event within 7 days from receipt of the goods.

Warranty

7.1 The Company endeavours to secure high standards of materials and workmanship and accordingly will, at its own expense, within a reasonable period make good any discrepancy by replacing at the original point of delivery or, at its option, allowing credit for the invoice value of any goods in which any defect of materials or workmanship is shown to have existed at the time of despatch by the Company provided that the customer has given the Company written notice of the defect immediately upon its becoming apparent and in any event within 60 days from receipt of the goods.

7.2 Except as expressly provided in these conditions or as otherwise specified or agreed in writing by the Company the Company accepts no liability, express or implied, for any life or wear of any goods or their quality or suitability for any particular purpose or use under specific conditions (whether or not known to the Company) and it is the sole responsibility of the customer to ensure that the goods will meet its requirements.

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Claims

8.1 The Company shall have no liability in respect of any claim by the customer under these conditions unless: 8.1:1 the customer has afforded the Company reasonable opportunity and facilities for the investigation of any claim and the making good of any discrepancy and, if the Company so requests, the collection or return of any goods (but no goods may be returned without the Company's prior written authorisation); and 8.1:2 the opportunity for the Company to investigate any claim is given (in the case of any discrepancy which is reasonably apparent on inspection) within not less than three (3) days from the date on which notice of the claim is given and in any event before the goods are used or re-sold.

8.2 Where a claim is accepted, any replaced items shall belong to the Company and may be disposed of only in accordance with the Company's instructions.

Technical information and advice

9. Where the Company supplies any information, opinion, recommendation or advice ("information") the customer must check its suitability for the particular application in which any goods are intended to be used and the Company accepts no liability whatsoever for any loss, damage or expense arising from the use of any information it provides. Without prejudice to the generality of the foregoing the Company shall not be liable for the consequences of any incorrect use of any goods or poor workmanship on the part of the customer or user.

Extent of liability

10.1 Except to the extent stated in these conditions or otherwise agreed in writing by it:

10.1:1 the Company shall have no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever under or in connection with any contract for the sale of any goods other than for death or personal injury resulting from its negligence or for fraud on the part of any of its employees whilst acting in the course of their employment; and 10.1:2 in particular, the Company shall have no liability for any consequential loss or damage suffered, directly or indirectly, by the customer under or in connection with any contract for the sale of any goods, including but not limited to wasted time or expenditure, loss of profits, production, business revenue, expected savings or goodwill or any claim against the customer by any person.

10.2 The Company's liability under or in connection with any contract for the sale of any goods shall in no circumstances exceed their invoice value.

10.3 The Company shall be discharged of all liability to which these conditions apply unless proceedings are begun within twelve (12) months after the customer became aware (or should reasonably have become aware) of the facts giving rise to such liability.

Termination or suspension

11. If the customer fails to make any payment when and as due or otherwise defaults in any of its obligations under any contract for the supply of goods by the Company to the customer or any other agreement between the Company and the customer, the Company shall, without prejudice to any other remedy, be entitled, at its discretion, without liability to the customer, by giving the customer written notice at any time or times, to suspend its performance of or (whether or not such performance has previously been suspended) terminate such contract.

Force majeure

12. The Company shall not be liable for any delay or other failure to perform the whole or any part of any contract resulting from any cause whatsoever beyond the Company's control existing at the date of the contract or arising thereafter including but not limited to fire, explosion, breakdown or failure of plant or machinery, lack or failure of transportation facilities, or the supply of labour, materials or power, strike, lockout or labour dispute (whether or not at the Company's works), illness, epidemic, flood, drought, war, civil commotion, or restriction of any authority or governmental agency and the time for performance shall be extended by the period of any such delay.

General

13.1 The Company operates a continuous programme for the development and improvement of its goods and reserves the right to alter their specifications at any time without notice and to deliver goods conforming to the altered specification in fulfilment of any contract; no contract shall constitute a sale by sample notwithstanding that any products may have been exhibited to or inspected by the customer. The Company also reserves the right at any time to update any information it provides, without notice.

13.2 The Company may at its discretion sub-contract all or any of its obligations under the contract but the contract shall not be assigned by the customer without the Company's prior written consent.

13.3 The acceptance of cancellation of any contract requested by the customer shall be at the Company's discretion and take effect only when written confirmation of such acceptance has been given by the Company.

13.4 The customer shall, in its promotion of the Company's products or those of any other supplier, in the form of advertisements, leaflets or other matter, or in any other medium, including the internet, comply with all directions from time to time given by the Company as to the use of its trade marks, business or product names, logos or the like and shall not reproduce in whole or in part any of the Company's advertising, promotional or other material without first obtaining the Company's consent.

13.5 A person who is not party to the contract shall not have any rights under or in connection with it.

13.6 This agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and which shall become null and void from the date this agreement is signed.

13.7 Building Adhesives' products are for sale only in the UK and ROI and the required Poison Centre submissions have been made in both countries

Law, jurisdiction and construction

14.1 The contract shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters relating to the contract except to the extent the Company invokes the jurisdiction of the courts of any other country.

14.2 The headings of conditions are for convenience of reference only and shall not affect their interpretation.

Notices

15. Any notice to be given to either party shall be in writing and if sent by facsimile or electronic mail or forwarded by prepaid first class (or in the case of customers outside UK) airmail letter post to the receiving party at its business address as last notified in writing to the other party shall be deemed to have been given on the date of the facsimile or electronic mail transmission (if a copy is sent the same day by post as aforesaid) or 2 working days (or 7 working days in the case of customers outside the United Kingdom) following the date of posting.

Building Adhesives Limited

Registered Office: Longton Road, Trentham, Stoke on Trent, ST4 8JB, England

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