

PURIFICATION PRODUCTS LIMITED CONDITIONS OF SALE

1. These conditions are subject to any necessary licences and Exchange Control authorisations being obtained, and override any terms and conditions stipulated, incorporated or referred to by the Buyer in his order, negotiations, correspondence or other documentation of whatsoever kind unless otherwise agreed in writing by Purification Products Limited ("the Company"). No order shall become binding until accepted in writing by a duly authorised representative of the Company
2. Except as provided by these Conditions of Sale, all orders are accepted subject to any price variation the Company may consider necessary at the time of delivery of the goods the subject of the order ("the Goods"). Cancellation of an order shall not be made by the Buyer without the written consent of the Company; in particular but without prejudice to the foregoing, failure by the Company to make delivery on the due date shall not give the Buyer the right to cancel the contract.
3. Where any Goods have been supplied by the Company, the Buyer should make a reasonable inspection of them immediately upon receipt and if faults are apparent, the Buyer shall immediately notify the Company of these in writing.
4. If the Goods are required for use with any commodity, the Buyer shall satisfy himself that the materials ordered will not adversely affect, or be adversely affected by, that commodity. If the goods are required for processing of any kind, the Buyer shall satisfy himself that the Goods ordered are suitable for such processing
5. Without prejudice to the generality of Condition 10(a) and subject only to Condition 10(b), the Company accepts no liability of whatsoever kind directly or indirectly resulting from or otherwise connected with:-
 - (i) Goods supplied to the Company's standard specifications or in accordance with a sample or proof submitted to the Buyer.
 - (ii) The use by the Buyer of the Goods with another commodity or for processing. Without prejudice to the foregoing if fault arises in the use of the goods with another commodity or for processing, the Buyer shall use every effort to minimise the amount of such commodity processed, and shall immediately notify the Company in writing of such fault and provide to the Company all relevant details.
6. In the event of a claim by the Buyer for loss or damage for which the Company is responsible the liability of the Company shall not exceed the invoiced value of such quantity of the Goods as forms the subject of the claim. For purposes hereof, loss or damage shall be deemed not to be the sole responsibility of the Company if arising from or otherwise connected with the circumstances specified in Condition 5.
7. A Buyer sending his own materials to the Company for processing shall at his own expense insure such materials against loss or damage by fire whilst on the Company's premises. The Company accepts no liability for any loss incurred by a Buyer whose materials should be found unsuitable for the processing specified.
8. The Company shall be entitled (without prejudice to its other rights against the Buyer) by notice in writing to the Buyer to rescind any contract between the Company and the Buyer or to suspend delivery should the Buyer be in breach of any of his contractual obligations or should he enter into any agreement with or for the benefit of his creditors, have a Receiving Order in bankruptcy made against him or (if a corporate body) go into liquidation either voluntary or compulsory or under supervision.
9. The Company shall not be liable:-
 - (a) to replace the Goods which arrive in damaged condition unless the Goods are signed for accordingly and a claim is made in writing within two days of delivery specifying the defect in detail.
 - (b) to procure subsequent delivery of Goods not delivered or of any separate package forming part of a consignment of Goods not delivered unless a written claim is made within twenty one days from the date of invoice, providing full details as to the non-delivery in question.
- 10(a). Except as expressly provided in Conditions 6 and 9 and subject only to Condition 10(b), the Company shall not be liable for any expense, loss, damage or other liability whatsoever whether direct or consequential arising out of or otherwise in connection with the Goods including but without prejudice to the foregoing liability for personal injury or death. Any condition, warranty or statement in respect of the Goods whether expressed or implied by Statute, custom of the trade or otherwise (including but without prejudice to the generality of the foregoing any such condition, warranty or statement as to the quality of the Goods or their fitness for any particular purpose), is hereby excluded unless agreed to in writing by the Company.
- 10(b). Nothing contained in these conditions shall purport to exclude or restrict any liability the exclusion or restriction of which is prohibited by Section 2(1) and Section 6(1) of the Unfair Contract Terms Act 1977 provided however that this Condition 10(b) shall not apply to any such contract as is described in Section 26(3) of the Unfair Contract Terms Act 1977.
11. The Buyer shall not be entitled to withhold payment of any amount payable under a contract with the Company because of any disputed claim by the Buyer in respect of faulty Goods or any other alleged breach of contract, nor shall the Buyer be entitled to set off against any amount payable under a contract with the Company any monies which are not then presently payable by the Company or for which the Company disputes liability.
12. The risk passes on delivery, but title passes when the Goods are paid for in full.
13. Unless otherwise stated all prices or charges quoted are exclusive of V. A.T.
14. (a) The Contract shall be governed by and construed in accordance with the laws of England, to the jurisdiction of whose Courts the parties agree to submit.
(b) If any of these conditions or any part thereof:
 - (i) purports to exclude or restrict or limit any liability and such exclusion or restriction or limitation is prohibited or rendered void or unenforceable by any legislation to which they are subject, or
 - (ii) is itself prohibited or rendered void or unenforceable by any legislation to which it is subject, then the exclusion, restriction or limitation of the Condition or part thereof in question shall be so prohibited or rendered void or unenforceable to the extent to which it is thus prohibited or rendered void or unenforceable and no further and the validity or enforceability of any other parts of these Conditions shall not thereby be affected