1. General

(a) In these Conditions, “the Buyer” means the person(s), firm or company purchasing the goods from the Seller (see overleaf), “the Seller” means the Invoking Unit specified in the Contract and “the Contract” means the entire written confirmation and the invoice (overleaf) including these Conditions, issued by the Seller for the sale of the Products to the Buyer under the contract as per the Products agreed in the Contract to be supplied to the Buyer by the Seller (including terms in the Contract).

(b) All trade terms set out in the Contract shall be given the meanings set out in the ICC rules for the interpretation of trade terms which have been amended from time to time.

(c) The Conditions apply to all the Seller’s sales and the Contract with the Buyer and to the exclusion of all other terms and conditions (including any terms and conditions the Buyer purports to apply under any purchase order, confirmation of order or other document).

(d) Each order for Products by the Buyer from the Seller shall be deemed to be an offer to purchase under the contract by the Buyer for purchase of Goods subject to these Conditions. No order placed by the Buyer shall be deemed to be accepted by the Seller until the written Contract is issued by the Seller to the Buyer or (if earlier) the Seller delivers the Goods to the Buyer.

2. Quotations

(a) Where no commercial agreement or offer has been made, is valid for 36 days from issue date.

3. Products

(a) Any information in the Seller’s literature including price lists is for general information only and do not form a part of the Contract. The Seller reserves the right to alter such information without notice and where the Buyer has specified that the Product should possess certain characteristics, or where characteristics are specified by the Buyer on a Certificate of Conformity, all such characteristics or conditions are subject to reasonable commercial tolerances.

(b) Price and take delivery of such Product or of the Seller’s carriage paid in good condition within 3 months of delivery.

4. Price

(a) If the Seller reserves the right upon at least 14 days before delivery to requote the price of the Product to comply with any increase in the cost of the Sellar of manufacturing or acquiring or delivering the Product.

(b) Where shipment includes returnable containers or pallets, these will be charged extra and if not returned to the Seller for crediting (and for payment by the Buyer promptly on receipt of the Buyer’s invoice in these circumstances), the Seller’s carriage paid in condition within 3 months of delivery.

5. Cancellation

(a) The Buyer cannot cancel the contract without consent of Seller. A condition for such cancellation is that the Buyer shall indemnify the Seller

(b) The Buyer hereby undertakes fully to indemnify the Seller on demand in respect of all damage or injury to any person or property and against all actions, suits, claims, demurrage expenses in connection with the Product or any interest therein, and for defective or lack of fitness arising from the manner in which any Product are processed or incorporated into other products or any party or any third party, or any indirect or direct loss or damage to any business or reputation, or to any profits, of the Buyer or any party or any other person, whether in respect of any patent, trademark, registered design, copyright, confidentiality or any other right.

(c) Any credit allowed by the Seller on any part of any Product will be subject to all and any such rights.

(d) Products in any part of the world and the Buyer hereby agrees that it shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities express or implied statutory or consequential and of the limitations on the liability of the Buyer or any other person, whether in respect of any patent, trademark, registered design, copyright, confidentiality or any other right.

6. Payment

(a) The terms of payment specified in the Contract shall apply.

(b) Any credit allowed by the Seller on any part of any Product will be subject to all and any such rights.

(c) Any credit allowed by the Seller on any part of any Product will be subject to all and any such rights.

7. Delivery

(a) All delivery dates are estimates only and shall not be of the essence. In no circumstances shall the Seller be liable to compensate the Buyer for non-delivery or late delivery of any Product or for any consequential or other loss arising therefrom.

(b) In the event of any Products being not delivered punctually to the Buyer, or the Buyer expressly withhold the right to refuse to take any Products being not delivered punctually to the Buyer, or the Buyer expressly withhold the right to refuse to take any Products being not delivered punctually to the Buyer, or the Buyer expressly withhold

(c) The Seller shall be entitled to deliver the Product in one or subsequent parts, in whole or in part.

(d) In these terms “delivery” means delivery in accordance to

(e) The Seller may suspend and/or cancel any deliveries if the Buyer defaults by unjustified refusal of delivery of any Product which is in breach of any order from the Seller, or by becoming insolvent.

(f) The Seller shall be entitled to increase the price by not more than the quantity or volume of any Product ordered and the invoiced amount otherwise shall be assessed pro rata to the amount of Product paid

8. Passing of Risk and Property

(a) Risk of loss for the damage to the Products shall pass to the Buyer according to Incoterms 2000. Such rules shall apply on the basis of who pays shipping costs or upon storage of the Products for the benefit of the Buyer at Buyer's expense.

(b) The Seller hereby undertakes to deliver the Product to the Buyer free on request.

(c) The Seller hereby undertakes to deliver the Product to the Buyer free on request.

(d) The Seller hereby undertakes to deliver the Product to the Buyer free on request.

9. Inspection of Goods

(a) The Buyer shall inspect the Products immediately on delivery and shall within 7 days from delivery give notice in writing to the Seller of any defect, or other reason that the Product are not in accordance with the Contract. In case of breach of such notice, the Product shall be presumed to be free from any defect, which would be apparent on reasonable examination, and to have been accepted by the Buyer for the purpose for which it is intended. If such Product are not in accordance with the contract or defective, the Buyer shall be entitled to reject the same without payment or to the refund of the purchase price against return of such Product, at the Seller's choice.

(b) If the Buyer defaults in the punctual payment of any sum he owes to the Seller or any defective or damaged Product shall not be entitled to the immediate refund of all Products sold by the Seller to the Buyer in which property has not passed to the Buyer and the Buyer hereby waives the Seller to recover such Product and to enter any premises of the Buyer for that purpose.

(c) Demand for recovery of any Product by the Seller shall not make the Buyer liable in respect of defects in the Product or failure to correspond to specification for or any injury, damage or loss resulting from such defects.

10. Use of Goods

(a) The Seller hereby agrees to notify the Buyer that the Seller has available information and literature (“Safety Literature”) concerning the conditions necessary to ensure that the Product with the Seller’s give effect to the intended use, and that such use is a correct application for

(b) The Seller hereby agrees to notify the Buyer that the Seller has available information and literature (“Safety Literature”) concerning the conditions necessary to ensure that the Product with the Seller’s give effect to the intended use, and that such use is a correct application for

(c) The Buyer hereby agrees with and undertakes to the Seller that:

(i) the Buyer may have subject to all and any such rights.

(ii) the Buyer hereby undertakes fully to indemnify the Seller on demand against all claims, losses, charges, costs and expenses which the Seller may suffer or incur in connection with any claim by any third party alleging that if established would indicate a breach of any undertaking given by the Buyer in this Clause 10.

11. Defects after Delivery and Fitness for Purpose

(a) The Buyer hereby undertakes fully to indemnify the Seller

(b) The Buyer hereby undertakes fully to indemnify the Seller

(c) The Buyer hereby undertakes fully to indemnify the Seller

(d) The Buyer hereby undertakes fully to indemnify the Seller

(e) The Buyer hereby undertakes fully to indemnify the Seller

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(s) The Buyer hereby undertakes fully to indemnify the Seller

(t) The Buyer hereby undertakes fully to indemnify the Seller

(u) The Buyer hereby undertakes fully to indemnify the Seller

(v) The Buyer hereby undertakes fully to indemnify the Seller

(w) The Buyer hereby undertakes fully to indemnify the Seller

(x) The Buyer hereby undertakes fully to indemnify the Seller

(y) The Buyer hereby undertakes fully to indemnify the Seller

(z) The Buyer hereby undertakes fully to indemnify the Seller

12. Patents, trademarks, etc.

(a) The Seller is subject to the rights of any person whether in respect of any patent, trademark, registered design, copyright, confidentiality or any other right.

(b) The Seller is subject to the rights of any person whether in respect of any patent, trademark, registered design, copyright, confidentiality or any other right.

(c) The Seller is subject to the rights of any person whether in respect of any patent, trademark, registered design, copyright, confidentiality or any other right.

13. Choice of Law and Arbitration

(a) The Law of the country where the Seller (the Invoking Unit specified in the Contract) is situated shall apply to the disposal of any dispute arising out of or concerning this agreement.

(b) Any dispute or claim arising in connection with this agreement, which the parties fail to settle, shall be finally arbitrated by arbitration according to the Rules of Arbitration and Conciliation of the International Chamber of Commerce, in accordance with the rules.

(c) The Contract and these Conditions constitute the entire agreement between the parties for the sale of the Product and apply to the extent that the parties otherwise agree in writing.

14. Notices

(a) Any notice given under or pursuant to the contract shall be in writing and sent in first class post or other faster postal service, or

(b) Any notice given under or pursuant to the contract shall be in writing and sent in first class post or other faster postal service, or

(c) Any notice given under or pursuant to the contract shall be in writing and sent in first class post or other faster postal service, or

(d) Any notice given under or pursuant to the contract shall be in writing and sent in first class post or other faster postal service, or

(e) Any notice given under or pursuant to the contract shall be in writing and sent in first class post or other faster postal service, or

(f) Any notice given under or pursuant to the contract shall be in writing and sent in first class post or other faster postal service, or

15. Assignment and applicability

(a) The Buyer may not assign any of his rights or obligations under this agreement without the written consent of the Seller, which may if given on such terms as to guarantee insolvency or otherwise be conditional or limited.

(b) The Buyer may not assign any of his rights or obligations under this agreement without the written consent of the Seller, which may if given on such terms as to guarantee insolvency or otherwise be conditional or limited.

(c) The Buyer may not assign any of his rights or obligations under this agreement without the written consent of the Seller, which may if given on such terms as to guarantee insolvency or otherwise be conditional or limited.

(d) The Buyer may not assign any of his rights or obligations under this agreement without the written consent of the Seller, which may if given on such terms as to guarantee insolvency or otherwise be conditional or limited.

(e) The Buyer may not assign any of his rights or obligations under this agreement without the written consent of the Seller, which may if given on such terms as to guarantee insolvency or otherwise be conditional or limited.