1.1 "Affiliate" means any person directly or indirectly, controls, or is controlled by, or is under the common control with, the Seller at any time; and for this purpose control over any person shall mean the power to direct the management or policies of that person.

"Business Day" means any day other than a Saturday or a Sunday on which clearing banks are open for business in the City of London for the transaction of normal banking business.

"Buyer" means the person purchasing the Goods and/or Services from the Seller.

"Conditions" means these terms and conditions of sale; of a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, extended or re-enacted at the relevant time.

"Delivery Date" means the delivery date agreed in writing between the Parties.

"Delivery Address" means the delivery address agreed in writing by the Buyer.

"Force Majeure Event" means any event affecting the performance of any provision of the Contract or Services subject to these Conditions, whether or not within the reasonable control of a Party including, but without limitation, any abnormal indulgence weather, floods, lightning, storms, hurricanes, earthquakes, strikes, breakdown of plant and/or machinery, war, military operations, riot, crowd disorder, strike, labour dispute, national or civil revolution, civil commotion, imposition of law or action by public authority, breakdown of plant, war, at common control with, the Seller at any time; and for this purpose control over any person shall mean the power to direct the management or policies of that person.

"Party" and "Parties" means the Seller or the Buyer and the Seller and the Buyer as applicable.

"Price" means:-

(a) the price of the Goods on the date of despatch; and

(b) in relation to Services, the price of the Services as notified by the Seller.

"Purchase Order" means the written or oral purchase order.

"Quantity Required" means the quantity of Goods to be delivered by the Seller to the Buyer set out in a Purchase Order accepted by the Seller under Clause 2.5 or otherwise agreed in writing between the Parties.

"REACH" means the Registration, Evaluation, Authorisation and Restriction of Chemicals Regulation 2006/2006 (as amended).

"Right to Complain" means in relation to Goods, with the requirements of REACH and REACH (Classification, Labelling and Packaging) Regulations 2008 (as amended).

"Seller" means INEOS COMPOUNDS AYCLIFFE LIMITED - Terms and Conditions of Sale.

"Services" means the services detailed in the Purchase Order as accepted by the Seller pursuant to Clause 2.5.

"Specification" means the specification of the Goods and/or Services agreed in writing by the Parties from time to time.

2.1 Any change in these Conditions to:

(a) a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, extended or re-enacted at the relevant time.

(b) a clause of a Contract; or

(c) a person includes an individual, a firm, a corporation, an unincorporated association, a partnership, an agency, a trust, an estate, an association, partnership, joint venture or joint enterprise (whether or not having a separate legal personality).

2.2 Any headings in these Conditions are for convenience only and shall not affect their interpretation.

2.3 Where the context dictates, the singular shall include the plural and vice versa and gender shall be disregarded.

3 BASIS OF SALE

3.1 By quoting or writing or oral is given on the basis that it is an invitation to treat only and no Contract will come into existence until the occurrence of one of the events set out in Clause 2.5.

3.2 Unless otherwise agreed in writing any quotation is valid for a period of 30 days from the date of issue provided that the Seller has not previously withdrawn it by written or oral notice to the Buyer before such time.

3.3 If the blames given by the Seller and/or Services available to perform Services.

3.4 Each Purchase Order constitutes a separate contract by the Buyer to purchase the Goods and/or Services subject to these Conditions.

3.5 Each Purchase Order shall contain:-

(a) the Goods and/or Services required;

(b) the Specification;

(c) the Delivery Address (or confirmation that the Buyer will collect the Goods from the Seller);

(d) the date on which the Buyer would like the Goods to be delivered and/or the Services to be performed (such date not being binding on the Seller and being subject to Clause 5.1);

(e) the amount of Goods and/or Services subject to these Conditions.

3.6 The Seller shall not be liable to the Buyer for any failure to deliver the Goods and/or non performance of the Services until such place is not suitable for the delivery of the Goods and/or performance of the Services. Prior to delivery the Buyer and agreed by the Seller) from the point of delivery to the location requested by the Buyer and the Seller shall do all such acts and things as the Seller may request to ensure such place is suitable for the delivery of the Goods and/or performance of the Services. Any package s not returned in good order and condition at all times and the Buyer must return them empty (con signed "Carriage forward" unless otherwise notified by the Seller.

3.7 Any Goods that have been replaced will belong to the Seller. Any replacement Goods issued by the Seller to the Buyer shall be subject to the availability of the Goods and/or resources available to perform the Services.

3.8 In the event of any queries, inaccuracies, typographical, clerical or other error or omission in any details of the Buyer.

3.9 The Seller reserves the right to amend the Specification in order to enable the Goods and/or Services to be delivered or performed (such amendment not being binding on the Seller).

3.10 If the Buyer refuses or fails to take delivery of any of the Goods at the time stated for delivery (otherwise than by reason of any Force Majeure Event or by reason of the Seller's fault) then, without prejudice to its other rights and remedies, the Seller shall be entitled to:

(a) store the Goods at the Buyer's cost/warehouse and recover any reasonable handling fee; and/or

(b) sell the Goods at the best prices obtainable in all the circumstances and after deducting all storage, insurance, transport and selling expenses, invoice the Buyer for the difference between the sum obtained by the Seller and the cost of purchase of any relevant government, court or authority;

4.1 The Seller warrants that:

(a) the Goods and/or Services sold to the Buyer shall comply with the Specification (unless agreed otherwise by the Buyer);

(b) sell the Goods at the best prices obtainable in all the circumstances and after deducting all storage, transport and selling expenses, invoice the Buyer for the difference between the sum obtained by the Seller and the cost of purchase of any relevant government, court or authority;

(c) the Goods and/or Services will be delivered in accordance with the Delivery Date and the Price and the Buyer shall pay such sum immediately.

4.2 The Buyer shall provide the Seller with prompt, accurate, and complete information on any specific requirements or specifications which the Buyer wishes to impose.
8.8 Without prejudice to Clause 8.7, if the Buyer fails, or the Seller reasonably believes that the Buyer will fail, to pay any part of the Price or to deliver payment of all sums due under the Contract or to observe any of the other terms of the Contract as repudiated by the Buyer and/or suspend all further performance of the Contract until all such sums have been paid and the Buyer shall be liable for all costs and expenses incurred by the Buyer and/or anyperson, including the Seller, in respect of any action or suit for the recovery of any sums due under the Contract.

8.9 The Seller shall be entitled to set off and retain any and all sums due to the Buyer against any other and all sums due to the Seller and/or to the Buyer under or in respect of the Contract or any other agreement between the Seller and the Buyer.

8.10 The Seller reserves the right to increase the Price if any extra cost is incurred by the Seller after quoting or negotiating the Price and/or as a result of any instruction issued by or given to the Buyer by, or on behalf of, the Buyer, or as a result of any failure to supply any information, drawings or specifications required to enable the Seller to prepare a quotation.

9. RISK AND PROPERTY

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer:-

(a) in the reasonable opinion of the Seller after an inspection into the Buyer's financial or trade status or

(b) the Seller receives written notice from any competent authority, or in its reasonable opinion decides,

9.2 Unless otherwise agreed in writing, the Seller shall retain all right, title and interest in the Goods until the Buyer has paid all amounts due under the Contract and/or the Goods have been delivered to the Buyer.

9.3 Notwithstanding delivery and the passing of the risk in the Goods, or any other provision of these Conditions, ownership of the Goods shall not pass to the Buyer until the Seller has received the full purchase price for the Goods and/or the Seller has been reimbursed for any expenses incurred by the Seller in respect of the Goods.

9.4 Notwithstanding the provisions of Clause 9.3, the Buyer may resell, use or otherwise dispose of the Goods at its own risk, and the Seller shall be entitled to recover the Goods in the same manner as if they had been delivered under the Contract.

9.5 Until ownership in the Goods has passed pursuant to Clause 9.2, the Seller may recover the Goods at any time, and the Buyer grants to the Seller, its agents, employees and sub-contractors an irrevocable power of attorney and right for the Seller to enter any premises where the Goods are or may be found and to remove the Goods without any liability to the Buyer for any loss of profit or otherwise.

10. EVENTS BEYOND THE CONTROL OF THE PARTIES

10.1 Either Party may terminate the Contract forthwith or suspend performance of any of its obligations by a Force Majeure Event then the Party so prevented or delayed will be excused from the performance of its obligations from the date of such Force Majeure Event or for so long as the Force Majeure Event continues and shall not be deemed to be in breach of these Conditions or the Contract or otherwise liable to the other Party in any manner whatsoever.

10.2 On the occurrence of any Force Majeure Event, the Parties shall enter into bona fide discussions with a view to determining how best to discharge the obligations of the Parties, such Force Majeure Event provides for a reasonable period of time (excess of 1 month) to the Party affected by the Force Majeure Event to perform the obligations of the Force Majeure Event and in the event of any force majeure event continuing for a period of 1 month, the Party not affected by the Force Majeure Event may give notice to the Party affected by the Force Majeure Event if the Party affected by the Force Majeure Event does not by then have provision to continue to perform the Force Majeure Event. If such notice of intention to continue the performance of the Force Majeure Event is not received the Party affected by the Force Majeure Event shall be excused from the performance of the Contract for a period of 1 month.

10.3 In the event of any Force Majeure Event in respect of the performance of any of its obligations under these Conditions or the Contract with regard to the supply of the Goods and/or Services, the Seller shall assist in any such event to the extent possible and the parties shall meet in good faith in an effort to determine whether the Goods and/or Services can be supplied and the Seller shall be entitled to be reimbursed for all reasonable expenses incurred by the Seller in connection with the supply of the Goods and/or Services.

10.4 The Seller reserves the right upon notice to the Buyer at least 14 days before the Delivery Date to vary the delivery terms of the Goods to the Buyer to compensate for any impact on the delivery terms of the Goods that has arisen in the cost to the Seller of manufacturing or acquiring or the Delivery and/or Services. Upon receiving such notice the Buyer shall be entitled to cancel the Purchase Order and its rights and obligations under the Contract or Services providing it notified the Seller of cancellation within 7 days of the notice.

11. BUYER’S DEFAULT AND TERMINATION OF THE CONTRACT

11.1 If the Buyer is in breach of any of its obligations under the Contract, the Seller may at its discretion (a) stop work on the Goods and/or Services as the Seller deems fit.

(b) the other Party being in breach of any of these Conditions and failing to remedy such breach within 28 days of the Seller issuing a written notice to the other Party.

(c) the Seller, in its own discretion and without prejudice to the Seller’s rights under these Conditions, may terminate the Contract and/or suspend the performance of its obligations to the other Party and the other Party to pay the Seller all sums due and owing to the Seller in respect of the Contract or otherwise liabilities arising from the Contract in these Conditions or the Seller or the Buyer arising otherwise than under the Contract.

11.2 Without prejudice to any of its other rights or remedies, the Seller shall have the right to terminate the Contract without any liability to the Buyer if:

(a) in the reasonable opinion of the Seller of any action into the Buyer’s financial or trade status or

(b) in respect of the performance of the obligations of the Seller arising from the Contract or these Conditions without the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed).

11.3 Both Parties shall be entitled to terminate the Contract by notice of five days in any of the following circumstances:

(a) that part of the Contract to which the assignee or transferee agrees to a novation agreement.

(b) on a receipt of a protest confirming due transmission when transmitted by facsimile to the facsimile number notified by the other Party.

(c) the other Party suffering the equivalent of any similar or analogous event in (c) above) in any jurisdiction.

12. CONFIDENTIALITY

12.1 Each Party hereby undertakes not at any time to divulge to any of the terms of the Contract or use any information in relation to the other Party’s business or any information received from the other Party in relation to the sale or performance of the Goods and/or Services or otherwise to disclose to any third party or use for any other purpose other than for the Seller’s business purposes or purposes expressly envisaged by these Conditions that the Seller can divulge such information to any other party to whom it is in any contract, trust or other obligation to disclose the same.

13. OWNERSHIP OF INTELLECTUAL PROPERTY

13.1 In the event of the assignment of the ownership of all Intellectual Property Rights relating to the Goods and/or the Services shall at all times be vested in the Seller and the Seller shall be responsible for the protection of all Intellectual Property Rights in the Goods and/or Services as the Seller deems fit.

13.2 The Seller shall not use the Buyer's name, logo or any other identification marks identified for the purpose of advertising or publicity without the prior written consent of the Buyer.

13.3 If the Goods have been supplied to the specific design or design of the Buyer, the Buyer will indemnify the Seller and keep the Seller indemnified from and against any and all losses, liabilities, costs, claims, damages, demands, losses (including, but without limitation, legal and other professional fees), actions, proceedings, judgments awarded and damages suffered or incurred by the Seller arising out of or in connection with any infringement of any Intellectual Property Rights in the Goods or the Services in respect of which the Buyer has any such liability as arises as a consequence of the specification or a modification supplied by the Buyer.

14. INDEMNITY

14.1 Without prejudice to any rights or remedies implied by statute or common law or under any provision of these Conditions or the Contract, the Buyer shall indemnify and the Seller shall indemnify all and acts and omissions of the Buyer, its employees, agents or sub-contractors relating to the use, misuse, marketing, advertising and sale of the Goods and/or Services.

15. HEALTH AND SAFETY

Goods supplied by the Seller to its own specification or design are designed to be safe and without risk to health provided they are used strictly in accordance with any instructions or information supplied by the Seller to the Buyer and are used and are also used with any necessary safety precautions. If the Buyer is unclear as to the correct use of the Goods it should immediately contact the Seller for clarification. It is the responsibility of the Buyer to meet all safety standards in the application, use and sale of the Goods.

16. COSTS AND EXPENSES

Each Party shall be responsible for all the costs and expenses incurred by it in connection with and incidental to the performance and completion of each Contract.

17. RELATIONSHIP OF PARTIES

Nothing in these Conditions or any document referred to in either document or any arrangement contemplated by the Parties shall be construed as creating a partnership between the Parties for any purpose and neither Party shall have the power or authority to bind the other Party or impose any obligations on it for the benefit of any third party.

18. AMENDMENTS AND VARIATIONS

No variation or amendments to the Contract or these Conditions shall be binding unless agreed in writing by an authorised representative of the Seller.

19. WAIVERS

Neither an express or an implied waiver by either Party of any of its rights arising out of or in connection with the Contract or these Conditions shall be deemed to be a waiver of any other such right.

20. ASSIGNMENT

20.1 The Seller shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under the Contract or these Conditions through any Affiliate and any act or omission of such Affiliate shall for the purposes of the Contract be deemed to be an act or omission of the Seller.

21. SEVERABILITY

21.1 If any provision of these Conditions or these Conditions is or becomes invalid, void or otherwise unenforceable then that provision will be ineffective to the extent of such invalidity or unenforceability and the remaining provisions will continue to have full effect.

22. DISPUTE RESOLUTION

22.1 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or in relation to the performance of the Contract by mutual agreement.

22.2 The Parties agree that any dispute shall be referred by either Party to the chief executives of each of the Parties and they or their nominees shall meet in good faith in an effort to try and resolve the dispute. If the dispute is not resolved as a result of such meeting either Party may (at such meeting or within 14 calendar days of its process having been served) file an application for arbitration in accordance with Clause 26.

23. INDEMNIFICATION \& LIMITATION OF LIABILITY

23.1 The Seller and the Parties shall be entitled to all rights and remedies as provided for in these Conditions to enforce any term of the Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be expressly excluded from the Contract.

24. NOTICES

24.1 Notices under these Conditions may be served by personal delivery, by first class post or by facsimile.

24.2 Notices shall be deemed to be served on delivery when delivered to the addressee's home or business address or, if the addressee is a company, when delivered to the attention of the person receiving the facsimile.

24.3 If a notice is sent by facsimile, it shall be considered to have been served when received by the addressee.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

We retain the right to refuse to enter into any permitted assignment or transfer of the Contract or any part of it.

26. GOVERNING LAW

These Conditions and the Contract shall be governed by English law and subject to the provisions of Clause 12 the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts.