



2K polymer systems limited

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2K polymer systems limited Conditions of Sale

1. Application

- 1.1 The conditions of sale and any other conditions which are shown on our web site www.2kps.net apply to all contracts of sale between ourselves and the customer to the exclusion of all other terms.
- 1.2 No variation of these terms can be agreed or implied other than by written notice signed by a director of the Company.

2. The Contract

The contract of sale will be formed when we accept the customer's order by despatching an Order, Acknowledgement Form, Email or Fax confirmation or an Invoice.

3. Delivery

- 3.1 We endeavour to deliver goods sold promptly but any delivery date quoted is an estimate only and not a term of the contract. We do not accept responsibility for delays or errors in the carriage of goods sold after despatch from our premises.
- 3.2 We shall have no liability to deliver and the Customer shall be liable to us for our loss if it does not give clear instructions or response to any request for information we make.
- 3.3 In the event of us receiving reliable indications that the Customer may not be in a position to honour its commitments under Condition 6 or if the Customer is in breach of payment under any contract or invoice with, or from us, then we shall be entitled to delay or withhold delivery or cancel the Customer's order, until assurances we in our discretion consider satisfactory, are received by us.
- 3.4 Any claim for non delivery must be made within seven days of the date when the goods would be in the normal course of business have been delivered.

4. Property and Risk

- 4.1 The goods sold are at the customers risk from despatch from our works, unless stated otherwise.
- 4.2 We retain title to goods sold while any moneys owing to us by the customer under this or any other contract remain unpaid. Any goods sold which remain in the customer's possession and which cannot be identified as supplied under a specific contract shall be deemed to be held on a first in first out basis. The Customer must hold such goods as bailee for us and must store them separately from its other goods. We have the right to enter onto premises where the goods are stored and to remove them.

5. Prices

Unless stated otherwise prices for the Goods shall be exclusive of **VAT and any carriage charges** which shall where applicable be an additional charge.

6. Payment

- 6.1 Payment is due seven days after invoice unless otherwise agreed in writing.
- 6.2 Unless otherwise specified the price shall be payable in the currency of the invoice.



7. Warranty

We will replace any of the goods sold that are proved to our satisfaction to be defective on delivery if the defect arises from faulty materials or workmanship in manufacture, and we are informed in writing of the defect within seven days after despatch of the goods. All other conditions and warranties express or implied, statutory or otherwise, are hereby excluded, except the statutory warranty of title.

8. Return of Goods/Cancellation of Orders

Goods may not be returned nor orders cancelled without our prior agreement and will be liable to an appropriate re-handling or cancellation charge.

9. Liability

9.1 The goods are sold at a price reflecting their cost and on the basis that we do not insure the customer or his use of the goods. Accordingly our liability arising out of, or in connection with the goods sold and any representations or advice we may have made or given to the customer, or any other user of the goods themselves, or to the use of the goods or other products or to the state or condition of any building is restricted to the price paid to us under the contract, or at our option to replacement of the goods.

9.2 Our liability is limited to defects arising and notified to us within 12 months of the date of delivery.

9.3 We shall be under no liability under the provisions of this clause or otherwise, if the goods have not been paid for by the due date for payment.

9.4 We accept no liability for any indirect or consequential loss including (without limitation) loss of profits or damage to or destruction of any building in which the goods may be used. If the customer wishes us to accept further liability in respect of the goods sold or advice or representations made we will seek to arrange this at an appropriate price which the customer shall pay.

9.5 This contract does not affect our liability for personal injury or death arising from negligence on our part.

10. Installation

The goods will be supplied with instructions and safety advice. It is the duty of the customer to bring the matters to the attention of the end user.

11. Export

11.1 Unless the context otherwise requires, any term defined in the International Rules for the Interpretation of Trade Terms of the International Chamber of Commerce in force on the date of this Order ("Incoterms") will have the same meaning in this order, but if there is any conflict these Terms will prevail.

11.2 The Customer will be responsible for complying with all legislation or regulations (including obtaining at its own cost all necessary licences and authorities) governing the importation of the Goods into countries outside the United Kingdom and for payment of all associated taxes and duties.

11.3 Delivery of the Goods or any instalment will be subject to the granting of all necessary export licenses and the Customer will provide all necessary assistance to us and cover the costs to enable it to apply for or obtain them. We will not be liable for any loss, damage, liability or expense whatsoever arising from any delay in obtaining or failure to obtain any export licenses. Where Goods are ordered for export from the Customer's address in the United Kingdom or by the Customer's agent in the United Kingdom the Customer or its agent will be responsible for obtaining such licenses.



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- 11.4 Unless otherwise agreed in writing between us and the Customer, the Goods will be supplied EXW Alfreton, and we shall be under no obligation to notice five under section 32(3) Sale of Goods Act 1979.

This order is accepted subject to the above terms and the Company's General Conditions of Sale shown on our web site www.2kps.net.

12. Law and Jurisdiction

The contract is subject to English law and both parties submit to the exclusive jurisdiction of the English courts.