

Standard Terms and Conditions of Sale

Summary – Rubberlast Group Limited supply goods only subject to these terms and any person (hereinafter called “The Buyer”) supplied by Rubberlast Group Limited (hereinafter called “The Company”) accept that these terms will govern all contractual relations between them to the exclusion of any terms contained in any of The Buyers documents even if the same purport to provide that The Buyers own or some other terms prevail.

No employee or other person acting or purporting to act on behalf of The Company is authorised to agree or effect any alteration in these terms or make or give any representation or warranty in relation to the goods save only that a Director of The Company may in writing agree such alterations or amendments or make or give such representation or warranties.

Payments of Accounts – New accounts will only be opened after the receipt of a signed Account Application Form. The Company reserves the right to refuse account facilities at its discretion. All accounts must be paid not later than 30 days Net. In the event of default in payment The Company reserves the right to suspend or cancel credit facilities and to charge interest of 2% above Minimum Lending Rate at monthly intervals on the overdue portion of the account until the arrears are cleared.

It is The Buyers **Responsibility** to ensure that payment is made to The Company by due date.

Returns – Goods specially ordered/made/manufactured cannot be accepted for credit. Goods correctly supplied may only be returned after prior consultation with The Company and may be subject to a 10% handling charge. Carriage charges on goods correctly supplied will be the responsibility of The Buyer.

Damage or Shortage – Damage or shortage of goods found on delivery must be notified to The Company within three days. Failure to do so will free The Company from any liability in this respect.

Carriage – All prices are ex-works. Freight costs will be quoted on request.

Fitness for Purpose – The Company takes care with regard to the quality and standard of manufacture of the goods it supplies as far as it is able but as they are used for a multiplicity of purposes and The Company has no control over the

method of their application or use, The Company excludes so far as it legally may do so any condition or warranty implied by statute or otherwise as to the fitness of its goods for any particular purpose. Any technical co-operation between The Company, its suppliers and The Buyer shall not affect this condition, which the employees or agents of The Company have no authority to vary by express words or otherwise. Under no circumstances shall The Company be liable for the loss of profit revenue or contracts or other consequential loss or damage however caused.

Reservation of Title – Notwithstanding delivery and passing of the risk, legal and beneficial ownership shall remain in The Company until full payment for the goods has been made. Until ownership passes The Buyer shall hold the goods as bailee for The Company and must keep the goods free from any charge lien or other encumbrance. The Buyer shall have possession of the goods but shall at all times remain accountable to The Company on a fiduciary basis in respect of the goods or the proceeds of sale of the goods until payment in full has been made to The Company.

The Company and its associate companies shall be entitled to repossess all goods not paid for if any sum due in respect of goods remain unpaid by due date. The Company and its associate companies may also enter upon the premises of The Buyer to repossess such goods and if unable to differentiate between goods supplied and paid for and similar goods supplied and not paid for, then the Stock Rotation principle of “first in first out” shall apply and the goods remaining in The Buyers possession shall be deemed those most recently delivered.

Prices – Prices shall be as ruling at the date of despatch. Prices may be increased by The Company to the extent necessary to enable The Company to recover increases in costs incurred by it prior to the date of despatch.

High Value and Special Orders – It is company policy to require scheduled payments for high value orders and for special orders manufactured specifically to customers requirements as follows – 25% with order, 50% upon delivery and (subject to an approved credit account) 25% 30 days after receipt.

Minimum Invoice Value – The minimum invoice value will be £15.00 excluding carriage and VAT.

Quotations - Quotations do not constitute an offer and shall not bind The Company until an order has been placed.

Statutory Rights – All orders whether oral or written are subject to these terms but nothing in these terms shall be deemed to affect the statutory rights of a customer.

Buyers Terms – The Company does not recognise any terms and conditions of contract supplied by The Buyer, unless specifically acknowledged and agreed in writing. Execution of, compliance with or implementation or orders does not imply acceptance of The Buyers terms and conditions.

Unfair Contract Terms Act – The Company has drawn these Terms of Business in the light of the Unfair Contract Terms Act 1977 and considers them to be fair and reasonable and its prices are based on contracts made on these conditions. If the purchaser considers these terms to be unreasonable he must inform The Company in writing before any contract is made, otherwise he will be deemed to have accepted that The Company's terms are fair and reasonable.