

1. DEFINITIONS

- a)** The 'Company' means **PolyEurope**.
- b)** The 'Customer' means the person, firm, public authority or company with whom the Contract is made.
- c)** The 'Contract' means the Contract between the Company and the Customer into which these conditions are incorporated.
- d)** The 'Quotation' means the written or oral offer to supply made by the Company to the Customer in accordance with these conditions.
- e)** The 'Order' means the written or oral instruction to supply made by the Customer to the Company or by the Customer to another on behalf of the Company.
- f)** The 'Goods' means the goods or the services offered in the Quotation and/or supplied by the Company to the Customer and/or to another on behalf of the Customer.
- g)** The 'Services' means services provided by the Company for the Customer with or without goods or provided by the Company to others on behalf of the Customer.
- h)** The 'Acceptance of Order' means the written or oral confirmation of receipt and of Acceptance of the Order given by the Company to the Customer or to another on behalf of the Customer.

2. FORMATION OF CONTRACT

- a)** All Quotations and Acceptances of Order shall be deemed to include these conditions except insofar as they are inconsistent with any special conditions or terms which have been included in the Quotation or in the Acceptance of Order or have otherwise been set out in writing by the Company.
- b)** The Quotation forms an invitation to the Customer to make an offer to order in accordance with these conditions. The contract shall not be effective until the Company has despatched the Acceptance of Order to the Customer or to another on behalf of the Customer.
- c)** Cancellation of the Order by the Customer or by another on behalf of the Customer will be a breach of contract entitling the Company to compensation.

3. DESIGNS & DRAWINGS

- a)** Where the Company prepares designs or drawings specifically to meet the Customers' requirements it shall be the Customers' responsibility to ensure that the designs and/or drawings have been prepared in precise accord with those requirements.
- b)** Where the goods supplied have been manufactured:
- to designs or drawings submitted by the Customer or by another on behalf of the Customer or;
 - to designs by the Company approved by the Customer or by another on behalf of the Customer, the Customer shall indemnify the Company in all respects against any liability arising directly or indirectly from any inadequacy of design.

4. PRICES

- a)** Unless otherwise stated all prices quoted in the Quotation and Acceptance of Order are ex-works exclusive of packing, insurance, VAT, other applicable sales taxes or levies, freight, import or export duty taxes or levies, or any other additional charges of any nature.
- b)** The prices itemised in the Quotation are offered to be held firm for three calendar months from the date of the quotation or for such other longer or shorter time as may be set out in the quotation, thereafter the Company shall be free to increase the prices by a reasonable amount.
- c)** The prices itemised in the Quotation are applicable to the supply of goods in accordance with the delivery periods itemised in the Quotation. In the event of the Customer or another on behalf of the Customer requiring delivery in a lesser period the Company reserves the right to apply a premium to the Quotation prices.

5. PAYMENT

- a)** Unless otherwise stated by the Company and confirmed in writing all prices are quoted and payable in euro's.
- b)** Payments for goods supplied by the Company shall be made only to the Company.
- c)** The price of each delivery of goods supplied by the Company shall be paid in full within thirty days of the date of the Company's invoice unless otherwise provided and confirmed by the Company in writing.

d) In the event payment is not received within the agreed time scale then interest will be charged at 4% over ABN AMRO's Bank prevailing NL base rate in force at the time when payment is due. This amount will be applied to the invoice value outstanding until payment is received and cleared through our bank.

e) The Customer shall not be entitled to withhold payment of any amount payable under the Contract because of any disputed claim of the Customer in respect of allegedly faulty goods or any other alleged breach of the Contract by the Company nor shall the Customer be entitled to set off against any amount payable under the Contract to the Company any monies which are not then presently payable by the Company or for which the Company denies responsibility.

6. TITLE

- a)** Notwithstanding delivery and the passing of risk in the goods, the property of the goods shall not pass to the Customer until the Company has received in cash or cleared funds for payment in full price of the goods.
- b)** The Company shall be entitled as it thinks fit to appropriate any payment received from the Customer or another on behalf of the Customer to any debt outstanding in respect of the Contract or any other contract between the Customer and the Company.

7. DELIVERY

- a)** Delivery for the purpose of these conditions shall be whichever shall first occur of the following:-
- Actual delivery to the customer its carriers agents or contractors.
 - Notification in writing to the Customer or another on behalf of the Customer that the goods are available for despatch or collection.
- b)** The Company will at all times use its reasonable endeavours to deliver in accord with the Contract. The date or period agreed for delivery is intended only as an estimate and the Company cannot be held liable for direct or indirect loss due to failure to deliver in accord with such estimates.

8. RISKS

- a)** The risk passes to the Customer as soon as the goods are despatched from or collected from the Company's premises.
- b)** The Company will arrange for the goods to be insured at their full value at the Customer's expense during transit only if specifically requested by the Customer in writing to do but shall be under no liability thereafter.
- c)** Goods the property of the Customer returned to the Company for repair or for refurbishment will be insured by the Company at its expense from the time of delivery to the Company's works until delivery in accord with clause 7(a) of these conditions.

9. SUB-CONTRACTING

a) The Company reserves the right to sub-contract the fulfilment of the Contract or any part thereof in which event the Company contracts on behalf of itself and the sub-contractors.

10. GUARANTEE

- a)** Subject to the provisions set out in this Condition 10 if within the period of 12 months from the date of delivery, the Goods or any part thereof are found to be defective as a result of faulty design manufacture or workmanship or (save for discrepancy in weight or quantity) otherwise not in accordance with the Contract the Customer shall make the Goods available for inspection at a time and place to be arranged by the Company. The Company undertakes as its option to:
- In exchange for the return of the Goods repay or allow the Customer the invoice price thereof (including freight where appropriate and any reasonable transport costs incurred by the Customer in carrying the relevant Goods from the place of original delivery of such Goods to the Company's premises from which they were despatched or to such other place as the Company may nominate: or
 - Make good the defect at the Company's expense as soon as may be reasonably practicable: or
 - Replace the Goods by delivering replacement goods to the original place of delivery as soon as may be reasonably practicable.

b) The guarantee set out in paragraph (a) and all other terms and conditions of the Contract are subject to and the Company shall (subject to the provisions of clause 11 (c)) be under no liability:

- (i) In respect of any defect in the Goods arising from any drawing design or specification supplied by or on behalf of the Customer;
- (ii) In respect of any defect in the Goods arising from any drawing design or specification approved by or on behalf of the Customer;
- (iii) In respect of any defect in the Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Company's approval;
- (iv) the Customer shall be deemed to have accepted the Goods and it shall be conclusively agreed that the Goods are in accordance with the Contract unless:
- (v) The Customer gives notice in accordance with paragraph (c); or
Within seven days after receipt of the Goods and prior to their use or resale the Customer serves upon the Company a written notice specifying any defect in the quality or state of the Goods or other respect in which the Goods are not in accordance with the Contract which would be apparent upon careful inspection or by such testing as it is reasonable in all the circumstances for the Customer to undertake or stating why the Goods are not otherwise in accordance with the Contract and thereafter provides to the Company a reasonable opportunity of inspecting and testing the Goods before they have been used or resold; or
- (vii) In the case of a defect in the quality or state of the Goods or other respect in which the Goods are not in accordance with the Contract which would not be apparent upon careful inspection or reasonable testing the Customer serves upon the Company written notice of such defect or report forthwith upon its discovery specifying the matters complained of and affording to the Company a reasonable opportunity of inspecting the Goods before any making good or replacement is undertaken. The Customer shall not be excused from providing such opportunity by reason only of the incorporation of the Goods in the property of a third party or the location of the Goods is upon or under the premises or land of a third party.

c) Where the Contract provides for testing or inspection of the Goods by or on behalf of the Customer before delivery whether at the Company's premises or elsewhere then upon the Company giving notice of the availability of the Goods for inspection/testing the Customer shall inspect and/or test the Goods within seven days of such notice. If the Customer does not inspect or test the Goods within the time specified or if within fourteen days of such testing or inspection the Customer does not notify the Company in writing that the Goods are not in accordance with the Contract specifying the matters complained of then the Customer shall conclusively be deemed to have accepted the Goods as being in accordance with the Contract and shall not thereafter be entitled to reject the Goods on the grounds of anything which such testing or inspection has or would have revealed.

11. LIABILITY

- a)** The Customer expressly holds itself out as making the Contract in the course of a business.
- b)** Except as expressly provided in these Conditions all warranties statements terms and conditions or undertakings which may be implied by statute common law custom of the trade or otherwise are hereby excluded.
- c)** The Company will not be liable to the Customer for any:
- (i) Direct loss damage or injury; and/or
 - (ii) Indirect consequential or special loss damage or injury (including but without limitation financial loss of profits of business or contracts loss of operating time or loss of use) whether foreseeable or not to the Customer or to the Customer's property however, whenever or wherever arising whether by reason of any representation or any implied warranty condition or other condition or other term or duty at common law or under statute or under the express terms of the Contract (and whether caused by the negligence of the Company or otherwise) in respect of or in connection with the supply of the Goods

or their use or resale by the Customer except as expressly provided in these Conditions: Spare Parts: These conditions shall apply (so far as is applicable) to all spare parts supplied by the Company at any time.

12. INDEMNITY

a) The Customer shall indemnify and keep the Company indemnified from and against any liability of any kind to any third party howsoever arising (whether on contract or otherwise and including, but not limited to, liability arising from the negligence of the Company or from the negligence of any person for whom the Company is vicariously liable in respect of or in connection with:

- (i) Any defect in the Goods, and/or
- (ii) Any loss, injury or damage of any kind (whether direct, indirect or otherwise and including but not limited to any loss of profit and/or any incidental consequential or special loss or damage of any description) arising out of or in respect of, or in connection with the installation or supply of the Goods or their use or resale.

13. HIRING

a) These conditions as aforesaid refer only to the supply of goods by way of outright sale. The Company will from time to time supply goods by way of hire, lease or rental. Such supply that is supply other than by way of outright sale will be governed by the Company's Standard Conditions of Hire copies of which are available from the Company upon request.

14. LAW

The proper law of all contracts with the supplier shall be Dutch law. The proper law shall govern in all respects the construction and effect of such contracts and these terms and conditions.