

SAINT-GOBAIN PERFORMANCE PLASTICS RENCOL LIMITED - CONDITIONS OF PURCHASE

1. Interpretation

(a) In these Conditions:

"Seller" means the person who accepts the Buyer's order for the Goods.

"Goods" means the goods (including any instalment of the goods or any part of them) which the Seller is to supply in accordance with the Conditions.

"Buyer" means Saint-Gobain Performance Plastics Rencol Limited (registered no. 2755773) of Saint-Gobain House, Binley Business Park, Coventry CV3 2TT.

"Conditions" means the standard terms and conditions of sale set out in this document.

"Contract" means the contract for the sale and purchase of the Goods.

"Liabilities" means all liabilities, losses, damages, costs, expenses (including without limitation VAT and legal fees and expenses on a full indemnity basis), actions, claims, proceedings and demands whatsoever arising directly or indirectly out of or in connection with the relevant matter.

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

(d) The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of Purchase

(a) The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written order of the Buyer which is accepted by the Seller subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions.

(b) No variation of these Conditions shall be binding unless agreed in writing between the authorised representatives of the Seller and the Buyer.

3. Prices and Payment

(a) Unless otherwise expressly agreed in writing by the Buyer, Contracts are entered into on the basis that the price of the Goods agreed by the Buyer and the Seller is a fixed price, includes packing, carriage, delivery, and all other charges and is not subject to alteration for any reason whatsoever. Value added tax is not included and will be added as appropriate.

(b) Unless otherwise expressly agreed in writing by it, the Buyer will pay for the Goods within two calendar months from the end of the month in which delivery is made, subject to receipt by the Buyer of a tax invoice for the Goods before the end of the month in which delivery is made and, if there is any delay in receipt of such an invoice, the Buyer will pay for the Goods within one calendar month after receipt of the invoice and this will not prejudice the Buyer's entitlement to an early payment discount or other benefit that may be agreed.

(c) if the Buyer fails to make any payment within the time specified in paragraph above the Seller shall be entitled to charge interest at the rate of 2% over the base rate from time to time of Lloyds Bank plc from the date when payment should have been made to the date of payment.

4. Title, quality and rejection

(a) The Seller agrees that :-

(i) The Seller has the right to sell the Goods and the Goods are and will remain until property therein passes to the Buyer the absolute property of the Seller free of any charge, lien or other encumbrance.

(ii) All Goods ordered shall correspond strictly with description and specification and with any sample, shall be in every respect fit for any purpose for which the Buyer has expressly or by implication made known to the Seller, shall be of satisfactory quality and shall comply with all applicable statutes and regulations.

(b) The Buyer may (without prejudice to its other rights) reject or refuse to accept any Goods which prove defective or otherwise than in accordance with the Contract within 12 months after delivery.

(c) If the Buyer is entitled to reject or refuse to accept any Goods:

(i) it shall not be bound to return them to the Seller but, if it decides to do so, they shall be returned at the Seller's risk and expense; and

(ii) the Seller shall, at the Buyer's option and without prejudice to its other remedies, repair or replace the Goods, reimburse the Buyer in full for the cost of repairs

carried out by it or any third party at its direction, or refund the full purchase price.

5. Delivery

(a) The Seller shall deliver all Goods, carriage paid, to the place of delivery stipulated by the Buyer.

(b) The time stipulated for delivery of the Goods shall be of the essence of each Contract. Should the Seller fail to deliver the Goods by such time the Buyer (without prejudice to its other remedies) may:

(i) cancel that part of the Contract which is undelivered at such time; and

(ii) require the Seller to indemnify it against any Liabilities in relation to such failure.

(c) The Buyer may return to the Seller at the Seller's risk and expense any Goods delivered in excess of the quantity stipulated by the Buyer.

6. Inspection

The Buyer may at any time inspect the Goods but no such inspection shall relieve the Seller of any of its obligations.

7. Packaging

Cases or packing of a durable nature, if charged extra by the Seller with the Buyer's agreement under Condition 3, must be invoiced separately and credited in full upon return by the Buyer, carriage paid, to the Seller.

Cases or packaging of a durable nature and not charged extra by the Seller remains the Seller's property and Seller will be responsible for removal from Buyers' premises at appropriate intervals and subsequent re-use, recycling or other acceptable disposal at no cost to Buyer.

8. Property and risk

The property in the Goods shall pass to the Buyer on payment of the price for the Goods or on acceptance, whichever first occurs. The Goods shall remain at the Seller's risk until the property in the Goods passes to the Buyer. If the Buyer rejects any Goods, the property and risk therein shall remain with or thereupon revert to the Seller.

9. Sub-contracting

No part of any Contract may be sub-contracted or assigned by the Seller without the Buyer's express written agreement.

10. Intellectual property rights

The Seller shall indemnify the Buyer and its associated companies, and its and their officers, employees and agents, against all Liabilities in relation to any alleged or actual infringement of any patent, registered design, copyright, trade mark or other intellectual property right resulting from the use or resale of the Goods.

11. Injury and Damage

If any claim is made against the Buyer by any of its customers or employees or by any other person in respect of, or the Buyer suffers, death, injury, sickness, loss or damage of any kind whatsoever (including economic loss and/or consequential loss and/or loss of profits) due or alleged to be due to a defect in the materials, workmanship, safety or (save where the same has been stipulated by the Buyer) design of the goods, the Seller will provide all facilities, assistance or advice required by the Buyer for the purpose of contesting or dealing with the same and the Seller shall indemnify the Buyer against the same and against all Liabilities of the Buyer in relation thereto provided that nothing herein shall render the Seller liable for any of the same which arises solely by reason of the negligence of the Buyer.

12. Tools and Designs

Any tools, patterns, plates, designs or other items supplied by the Buyer to the Seller, or for which the Buyer has provided the whole or a part of the cost, to enable the Seller to execute any Contract ("Tools") shall become and/or remain the property of the Buyer together with any patent, design right, copyright, trade mark or other intellectual property right therein, shall be kept in good condition and be returned to the Buyer on demand at the Seller's risk (in the case of Tools for which the Buyer has provided a part only of the cost,

upon payment of the remainder of such cost) and shall not be used by the Seller without the agreement in writing of the Buyer for any purpose other than for the supply of Goods to the Buyer. The Seller agrees to insure and indemnify the Buyer against any loss or damage to Tools whilst they are in the custody of the Seller and to procure that the interest of the Buyer is noted on any policy covering such Tools.

13. Confidentiality

The Seller shall hold all drawings, designs, samples, specifications and other information supplied or provided by the Seller in strict confidence and will not disclose or provide any part thereof to any third party.

14. Default

If:-

(a) the Seller breaches the Contract or any other contract with the Buyer or any subsidiary or parent company of the Buyer or any subsidiary of any such parent company (each as defined in the Companies Act 1985) and the breach, if remediable and previously notified to the Seller, is not remedied within seven days;

(b) the Seller makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

(c) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Seller; or

(d) the Seller ceases, or threatens to cease, to carry on business; or

(e) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly

then the Buyer may (at its discretion and without prejudice to its other rights hereunder) by written notice to the Seller:

terminate, cancel and/or rescind the Contract and any other contracts with the Seller; and

revoke any authority to retain or use any Tools and require the Seller to deliver them to the Buyer; and the Seller shall do so, failing which the Buyer may repossess them, enter the premises where they are and sever them there from without liability for any resulting damage and the Seller shall indemnify the Buyer against all liabilities in relation thereto.

14. Force Majeure

The Buyer may terminate, cancel, rescind and/or suspend for any period, and/or reduce the quantities to be supplied under, the Contract which have not then been delivered in whole or in part if the activities of the Buyer for which the Goods were ordered are stopped or seriously interfered with by (a) any act or default of the Seller or any third party, or (b) any Act of God, war, riot, civil commotion, strike, lock-out, sit-in, industrial or trade dispute, fire, flood, adverse weather, disease, accident to plant or machinery or shortage of any material, labour, electricity or other supply, or (c) any other cause whatsoever which the Buyer could not reasonably have been expected to prevent.

15. General

(a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

(b) No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

(c) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

(d) These Conditions shall be governed by and construed in all respects in accordance with English Law and shall be subject to the jurisdiction of the English Court.