

PRIMEMIX LIMITED
TERMS AND CONDITONS OF SALE

1. Sellers shall not be responsible for any loss or damage whatsoever arising through delay caused by Strikes, Lockouts, War, Fire, Floods, Accidents, Acts of God, Interferences, Delays or Disturbances in Navigation, or any event beyond the Sellers' control and deliveries may be suspended for the duration of any such event and for such period as the Sellers may deem responsible thereafter. Any deliveries suspended shall be taken by Buyers at the rate specified in the Contract, as soon as it is possible to resume, but resumed deliveries shall be liable to suspension on the same grounds as the deliveries originally stipulated in the Contract.
2. Each delivery shall be deemed to be a separate Contract and the failure to make delivery of any one instalment shall not invalidate the Contract nor entitle the Purchaser to be discharged.
3. Goods sold for "Forward Delivery" shall be deemed to be sold subject to safe arrival and to the express condition that any increases in the cost of Import Duties, Sea Freights, Wharfage and Transport Charges, etc – arising subsequent to our acceptance of order – shall be for the account of the Buyer.
4. Sellers may, at their option, cancel the Contract in the event of the Buyer becoming insolvent or being a Company being deemed to be unable to pay its debts within the meaning of Section 223 of the Companies Act, 1948. Sellers reserve a lien and right of disposal upon all goods whilst in ship, store or in transit to Buyer's destination whether previously transferred or not to Buyer's accounts.
5. Any Delivery Order issued shall be lodged with the wharf, warehouse, or other place where the goods are lying within the free rent period mentioned thereon, and failure to lodge Delivery Order within the period specified shall be deemed failure to take delivery and the Sellers shall not thereafter be bound to deliver the goods to the Buyer but the Buyer shall forthwith upon receiving notice repay to the Seller any loss which the Seller may have suffered upon a resale of the goods.
6. Reasonable care is taken by the Seller to ensure that all materials supplied are of merchantable quality. Nevertheless, the Seller draws attention to the fact that the specification and condition of natural mineral products cannot be guaranteed and defects of quality can and do exist. It is therefore stressed that all deliveries must be thoroughly examined and tested prior to use and the Seller does not accept responsibility for consequential or other loss arising from the failure of the Buyer to carry out such an examination. In any event, the Seller specifically restricts his liability to accepting the return of any unsatisfactory material in which case he will, if possible, replace if so requested by the Buyer, or alternatively credit the value involved.
7. The Seller is selling materials which can be used for a diversity of purposes, and gives no guarantee as to the fitness of the materials for any particular purpose. The Seller does not hold itself out as having any special skill or judgement in connection with the uses to which a particular Buyer may put such materials, and the Buyer agrees that it is unreasonable for him to rely on the Seller's skill or judgement as to any matter connected with the purpose to which the materials supplied may be put.
8. All claims in respect of short or damaged deliveries or alleged unsuitability of goods delivered must be notified to us within 5 days of receipt of the delivery in question. Insofar as damaged or short deliveries are concerned – the Company cannot accept responsibility unless the Haulier's Receipt Note is appropriately endorsed at the time of delivery.
9. All disputes to be settled by Arbitration in London by two Arbitrators to be accustomed to the Trade, one to be nominated by the Seller and the other by the Buyer in accordance with the provisions of the Arbitration Act, 1950.
10. It is hereby agreed and declared that title to the goods sold shall remain in the Seller unless and until payment in full is received by the Seller and when the Buyer tenders to the Seller a bill of exchange or other negotiable instrument payment shall not be deemed to have been

made thereunder unless and until such bill of exchange or other negotiable instrument as the case may be has been honoured.

11. In addition to any right of lien to which the Seller may by law be entitled the Seller shall be entitled to a general lien on all goods of the Buyer in the Seller's possession (including goods sold by the Seller to the Buyer and paid for in full by the Buyer) for the unpaid price of any other goods sold and delivered to the Buyer by the Seller under the same or any other contract and shall be entitled to such lien on such goods until all the Seller's claims arising out of its business relations with the Buyer shall have been completely fulfilled or settled.
12. It is an express condition of our acceptance of Orders that the above conditions shall prevail in the event of their being at variance with the any conditions stipulated on the Buyer's Order of Contract.
13. All invoices are nett and payable on or before the 20th of the month following goods despatch date, where a credit account has been agreed by the Seller. Otherwise, cash with order. Failure to pay invoices when due may result in the Seller withholding further supplies of goods.
14. Carriage is paid on orders over £500 + VAT for routine scheduled deliveries. This applied for deliveries in mainland England only. Buyer request for delivery by post, overnight carrier or special delivery will be charged for.
15. Minimum invoice value for goods of £25 will apply unless otherwise agreed.
16. Return of Goods: No goods may be returned without written permission. A handling charge of not less than 15% of value may be applied at the sole discretion of the Company.
17. The Company has the right to substitute a given product for a technically identical product if the chosen product is out of stock or not available through circumstances beyond our control.
18. All goods remain the property of Primemix Limited until paid for in full.