

## CONDITIONS OF SALE

**1.INTERPRETATION** 1.1. In these Conditions the following words shall have the following meanings: "Buyer" the person, firm or company who purchases the Goods from the Seller. "Conditions" the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in writing between the Seller and the Buyer. "Contract" the contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these Conditions. "Goods" any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them). "the Seller" means Lano N.V., B-8530, Harelbeke, Belgium.

**2.APPLICATION OF CONDITIONS** 2.1. These Conditions shall govern the Contract to the exclusion of any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document and the Buyer waives any right which it might have to rely on such terms or conditions. These Conditions supersede any earlier edition of conditions of sale of the Seller. 2.2. No variation to these Conditions or any representation about the Goods shall have effect unless expressly agreed in writing and signed by a duly authorised representative of the Seller. 2.3. Each order for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions. 2.4. No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer. 2.5. The Buyer shall submit orders only to the registered office of the Seller and shall ensure that the terms of its order are complete and accurate. 2.6. Any quotation is given on the basis that no contract will come into existence until the Seller despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 90 days only from its date, provided that the Seller has not previously withdrawn it.

**3.DESCRPTION** 3.1. All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract.

**4.DELIVERY** 4.1. Unless otherwise agreed in writing by the Seller, delivery of the Goods shall be carriage paid to (CPT) the destination agreed with the Buyer at the time of acceptance of the Buyer's order. 4.2. Any date specified by the Seller for delivery of the Goods is an estimate only and time for delivery shall not be made of the essence by notice. The buyer may, with the written agreement of the Seller, vary the delivery date by giving the Seller 8 working days' prior written notice. If a date for delivery has not been specified, delivery will be within a reasonable time. 4.3. Subject to the other provisions of these Conditions, the Seller shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods. Any delay will not entitle the Buyer to terminate or rescind the Contract. 4.4. If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations, risk in the Goods will pass to the Buyer and the Seller may store them until actual delivery and the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

**5.NON-DELIVERY** 5.1. The quantity of any consignment of Goods as recorded by the Seller upon despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary. 5.2. The Seller shall not be liable for any non-delivery of Goods unless written notice is given to the Seller within 10 working days of delivery or the estimated delivery date. 5.3. Any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

**6.PRICE** 6.1. Unless otherwise agreed in writing by the Seller, the price for the Goods shall be the price set out in the Seller's price list in force at the date of the Seller's acceptance of the Buyer's order. 6.2. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance which the Buyer shall pay in addition.

**7.PAYMENT** 7.1. Unless otherwise agreed in writing by the Seller, payment of the price for the Goods is due within 60 days of the Seller's invoice. Time for payment shall be of the essence. 7.2. All sums payable to the Seller under the Contract shall become due immediately upon termination of the Contract despite any other provision. 7.3. The Buyer shall make all payments due under the Contract without any deduction by way of set-off, counterclaim, discount, abatement or otherwise. 7.4. If the Buyer fails to pay the Seller any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 1.5% above the base lending rate from time to time of the Seller's bankers accruing on a daily basis until payment is made, whether before or after any judgment.

**8.RISK AND OWNERSHIP** 8.1. The Goods shall be at the risk of the Buyer from the time of delivery. 8.2. Ownership of the Goods shall not pass to the Buyer until the Seller has received in full in cash or cleared funds: 8.2.1. all sums payable in respect of the Goods; and 8.2.2. all other sums which are or which become payable to the Seller from the Buyer on any account including any interest on such sums. 8.3. Until ownership of the Goods has passed to the Buyer, the Buyer shall: 8.3.1. hold the Goods on a fiduciary basis as the Seller's bailee; 8.3.2. store the Goods separately to other goods of the Buyer or any third party in a way that they remain readily identifiable as the Seller's property; 8.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and 8.3.4. maintain the Goods in satisfactory condition insured for their full price against all risks and hold the proceeds of insurance on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account. 8.4. The Buyer may resell the Goods before ownership has passed to it solely on the condition that any sale shall be on the Buyer's own behalf in the ordinary course of the Buyer's business and the Buyer shall deal as principal when making such sale. 8.5. The Buyer's right to possession of the Goods shall terminate immediately and all sums payable by the Buyer to the Seller under the Contract or on any other account shall become immediately due and payable to the Seller if: 8.5.1. the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors or (being a body corporate) convenes a meeting of creditors, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency of the Buyer; or 8.5.2. the Buyer encumbers or in any way charges any of the Goods or suffers or allows any execution to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts or the Buyer ceases to trade. 8.6. The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller. 8.7. The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

**9.WARRANTY** 9.1. The Seller warrants (subject to the other provisions of these Conditions) that upon delivery the Goods will comply with the Seller's specification for the Goods. 9.2. The Seller shall not be liable for a breach of the warranty in condition 9: 9.2.1. unless the Buyer gives written notice containing full details of the defect, including the date the Buyer became aware of the defect, to the Seller at its registered office within 10 working days of delivery of the Goods or where the defect is not apparent from a reasonable inspection of the Goods on delivery, within 10 working days of the defect becoming apparent; 9.2.2. unless the Seller is given a reasonable opportunity of examining the Goods in situ where they have been fitted or laid or at the Seller's place of business if the Seller requests the Buyer to return the Goods at the Buyer's expense for the examination to take place there; 9.2.3. if the defect was apparent from a reasonable inspection of the Goods and the Buyer has fitted or laid the Goods or has cut them for the purpose of fitting or laying them; 9.2.4. if the defect has arisen because the Buyer has failed to follow the Seller's instructions for storage, transporting or fitting or laying of the Goods; or 9.2.5. where a natural phenomenon has occurred to the Goods such as shade piling; or 9.2.6. where the Goods were sold subject to the limitation that they were "imperfect" Goods at the time of sale. 9.3. Subject to condition 9.2, if any of the Goods do not conform with the warranty in condition 9.1 the Seller shall at its option replace such Goods or refund the price of such Goods at the pro rata Contract rate and shall have no further liability for breach of the warranty in condition 9.1 in respect of such Goods. The Buyer shall only return Goods to the Seller with the Seller's prior written consent.

**10.LIMITATION OF LIABILITY** 10.1. Subject to condition 9, the following provisions set out the entire liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: 10.1.1. any breach of these Conditions; and 10.1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract. 10.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract. 10.3. Nothing in these Conditions excludes or limits the liability of the Seller: 10.3.1. for death or personal injury caused by the Seller's negligence; 10.3.2. under section 2(3) of the Consumer Protection Act 1987; 10.3.3. for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or 10.3.4. for fraud or fraudulent misrepresentation. **THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 10.4.** Subject to conditions 10.2 and 10.3: 10.4.1. the Seller shall not be liable to the Buyer for loss of profit, goodwill or business opportunity or any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract; and 10.4.2. the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods the subject of the claim.

**11.EVENTS BEYOND THE SELLER'S CONTROL** 11.1. The Seller reserves the right to defer the date of delivery or to cancel the Contract or to reduce the quantity of the Goods ordered by the Buyer (without liability to the Buyer) if the Seller is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

**12.GENERAL** 12.1. The Buyer shall not assign the Contract or any part of it without the prior written consent of the Seller. 12.2. The Seller shall be entitled to assign the Contract or any part of it to any person, firm or company. 12.3. The Buyer shall not use the Seller's name, logo or other intellectual property rights in advertising or publicity without the Seller's prior written consent. 12.4. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. 12.5. Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. 12.6. Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract. 12.7. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its 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 notice. 12.8. Nothing in these Conditions confers on any third party any benefit or any right to enforce any of these Conditions. 12.9. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the jurisdiction of the English courts.