

Kenyon Group Ltd, Performance Adhesives Division
CONDITIONS OF SALE

Nothing in these conditions shall affect the statutory rights of consumers and for these purposes 'Statutory rights' means the right arising by virtue of section 13 to 15 of the Sale of Goods Act 1979.

These printed terms shall prevail over any other terms and no servant, agent or representative of ours has any authority to waive, vary, add to, omit and otherwise alter these terms.

Our products are sold and supplied on the following terms:

1. Exclusion of conditions, warranties, etc:

- (a) Our Sales & Technical Staff are available to advise buyers on how to obtain the best results with our products but we do not accept any liability or responsibility for results, nor do we undertake that any product of ours is suitable for any particular purpose even though it may be. One of our reasons for this disclaimer of liability is that we have no control over the manufacture of articles in or to which our products may be used or applied or over the conditions under which our products may be used.
- (b) Any term, Condition or warranty as to the quality or fitness for any particular purpose of products or goods, weather express or implied by statute, common law or otherwise is hereby excluded.

2. Delivery, transfer of property and risk:

- (a) While we shall make every effort to deliver at the date and time requested we shall be under no liability in respect of failure to deliver or late delivery of goods resulting from any cause whatsoever.
- (b) Where the price of the goods includes the cost of delivery to the buyer, the property in the goods and the risk shall not be deemed to pass to the buyer until the goods are delivered at the place to which the buyer has ordered the goods to be delivered, but the buyer shall be liable to pay the price of the goods and the cost of delivery notwithstanding the non-delivery of/or damaged to the goods or any part thereof unless:-
 - (a) Non receipt of the goods invoiced hereon is notified in writing both to us and to the carriers
 - (i) Where the goods are to be delivered by Air and/or Rail and/or Water: within 21 days from the date of dispatch by us
 - (b) In case of damage to the goods or partial loss or non-delivery of any part thereof notice in writing is given both to us and to the carriers within 3 days of receipt of the consignment or part of the consignment
 - (c) In all other cases delivery of the goods by us to a carrier shall be deemed to be delivery of the goods to the buyer and the property therein and the risk shall, upon delivery to such carrier pass to the buyer.

3. Frost:

Many adhesives are subject to damage by frost and we do not accept any responsibility if such damage occurs on the buyer's premises. In frosty weather we shall use our discretion as to whether or not to dispatch goods unless otherwise instructed by the buyer, in which case we do not accept responsibility for the damage by frost in transit.

4. Claims:

No claim of any kind will be considered by us unless notified to us as provided in the foregoing Conditions of Sale or, if there is no provision above for notification of the kind of claim being made, unless such is notified to us in writing within 90 days after the property in the goods has passed or is deemed to have passed to the buyer.

5. Until payment in full to the Seller for the goods:

- (a) The goods shall remain the property of the Seller, but risk therein and all liability to third parties in respect thereof shall pass to the Purchaser on delivery
- (b) If the goods shall be processed or mixed with any other goods then the goods thereby produced (New Articles) shall be the property of the Seller either solely or, if the goods are mixed with other goods the property in which is retained by any other person or persons, jointly with such other person or persons in proportion to the cost prices to the Purchaser of the goods and other such goods, and
- (c) The Purchaser may sell the goods and new articles in the normal course of business but shall hold and pursue claims for the proceeds of their sale equal to the price of the goods for and on behalf of the Seller.

6. The buyer hereby undertakes not to pass on these printed terms or any copy of them to any person who is or may become a purchaser of the goods the subject of these terms. Errors and omissions are subject to correction.

7. Payment Terms: payment not exceeding the end of the month following the month of invoice.

8. Consequential Loss

The seller shall not be liable to the buyer for any consequential loss or damages, such as late deliveries, lost production times, quality control, productivity, storage, third party involvement etc, howsoever arising and whether in contract or tort.

We agree to be bound by the above conditions of sale:

Name: _____

Date: _____

Signature: _____

Position _____