

STANDARD TERMS AND CONDITIONS OF SALE

The following terms and conditions apply to all goods supplied by Wessex Fine Chemicals Limited (the Seller) unless specifically agreed otherwise and confirmed in writing:

1. Delivery shall be effected as agreed in the contract, subject to timely supply by the manufacturer. General commercial and shipping terms shall be interpreted in accordance with INCOTERMS in force on the date the contract is concluded.
2. Unless specifically set forth in the contract, no express or implied warranties are given by the Seller with respect to material sold under the contract, including, but not limited to, the implied warranty or merchantability and/or fitness for any particular propose. Identified uses for the goods shall neither represent an agreement on the corresponding contractual quality of the goods nor their designated use under the contract. Any third-party certification relating to the goods or manufacturer, or change thereto, is not within the control or responsibility of the Seller, and does not form part of the contract.
3. Unless otherwise agreed, the quality of the goods is exclusively determined by the original manufacturer's certificates of analysis. Quality, shelf-life, or other data constitute a guarantee only if they have been agreed and designated as such in writing by the original manufacturer. Any advice and information rendered by the Seller with respect to the goods shall not relieve the Buyer from undertaking his own investigations and tests.
4. Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations by the Buyer and the Seller may, at its discretion and subject to further claims, revoke any subsequent agreed credit terms.
5. The goods delivered under the contract remain the property of the Seller until full payment for the goods has been received by the Seller, however risk in the goods, including correct handling and storage, shall be transferred to the Buyer on delivery. In the event of non-payment or reasonable expectation of non-payment the Seller may reclaim the goods under retention of title even if the goods have been subsequently processed.
6. In the event of delayed payment by Buyer, Seller is entitled to charge interest on the amount outstanding at the rate of 7.5 percentage points above the UK base interest rate from the time payment is due.
7. Claims made under the contract relating to damage in transit and/or short delivery must be presented in writing within 48 hours of delivery and be supported by a claused delivery note.
8. Seller must be notified of any claimed defects in the goods that can be discovered during routine inspection with 7 days of receipt of the goods; other claimed defects must be notified within 4 weeks. Notification must be in writing and must precisely describe the nature and extent of the claim.
9. Seller's maximum liability relating to performance of this contract is limited to the total sales contract value.
10. The contract is issued under, and is subject to, English law.

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