



AMPS EUROPE Ltd.

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TERMS and CONDITIONS

All Media & Pigment Sales (AMPS) Ltd (herein after referred to as The Seller) retain title, risk, loss, legal and beneficial ownership of the Goods until full payment of the Goods has been made. The reservation of title, risk of loss, legal and beneficial ownership are applicable irrespective of how the purchase price for the goods is quoted, including but not limited to FCA, FOT, FOB, FAS, CIF, CFR, DDP, DDU of to whom the goods are shipped or consigned whether to the seller or his agent, the Buyer or his agent or an agent of them both. Otherwise all trade terms shall have the meanings assigned to them under the International Rules for the Interpretation of Trade Terms (Incoterms) 2000. Until ownership passes the buyer must keep the goods free from any charge, lien or other encumbrance.

The Buyer shall have possession of the goods as long as the Buyer shall at all times remain accountable to the Seller on a fiduciary basis in respect of the goods for the process of sale of the Goods until payment in full thereof has been made to the Seller, If the Goods or any part thereof become so affixed to the Goods (the Principal Goods) that they cannot be removed without causing material damage to the Principal Goods then the Buyer shall have deemed such Principal Goods in favour of the Seller for the amount of the purchase price of the goods from time to time outstanding.

The Seller may, at any time and from time to time until title has passed in the Goods, require them to be returned to it and if this requirement is not immediately complied with, may retake possession of the Goods (or anything they are attached to without being responsible for any damage caused). Such return or retaking of possession shall be without prejudice to the obligation of the Buyer to purchase the Goods.

Payment terms made between the Buyer and the Seller are made on the express understanding that at any time and from time to time prior to delivery, the Seller has the right to modify or withdraw such terms as a condition for delivery or to require payment in advance of the amount involved. The Seller

may, without prejudice to any lawful remedy, defer or refuse, without obligation or liability to make further deliveries until all credit terms are complied with, or may cancel this contract upon failure of the Buyer to comply with such terms within five (5) days after the giving of notice (in writing, cable or email) modifying or withdrawing such terms. When payment is to be made against documents, the Buyer shall, unless otherwise provided, pay for materials hereunder upon presentation of documents in country of destination. Each shipment hereunder for purposes of payment only shall be treated as a separate contract.

Upon arrival in port of destination or designated delivery place the Buyer shall take up materials sold hereunder promptly from carrier. In the event of loss or damage, the Buyer shall secure a survey describing the loss or damage from an insurance surveyor or carriers agent depending on shipment method. The Buyer shall promptly forward such survey or statement to the Seller. The Buyer assumes all costs and charges from and after arrival of carrier in port of destination, point of entry, country of destination or Buyers address, unless otherwise stated in the Sellers trading terms.

The Buyer shall pay, in addition to the price herein specified, the amount of any tax or charge now or hereafter imposed by any applicable law of the United Kingdom or of any country or of any political subdivision thereof upon with respect to or measured by the production, sale or export from country of destination, use or price of any material sold hereunder. In addition, the Buyer will be subject to charges for late payment of goods. A standing late payment charge of £150 (or equivalent in the currency invoiced) will be applied on the following day after any period of credit allowed and an interest rate of 8% above the Bank of England base rate will apply from the same date. These charges will be invoiced separately.

The Seller makes no warranty of any kind, expressed or implied, except that the materials sold hereunder shall be of the Sellers standard quality and the Buyer



assumes all risks and liability whatsoever resulting from the use of these materials whether used singly or in combination with other substances within twenty (20) days after delivery, The materials shall be examined and tested and promptly thereafter and before the materials are used, the Seller shall be notified in writing or by email in the case the materials are found to be defective or short in any way. Failure to so notify the Seller shall constitute a waiver of all claims with respect to the materials and in any case, the use of the materials shall be deemed to mean that the Seller has satisfactorily performed. Liability of the Seller shall never exceed in amount, the purchase price of the materials sold with respect to which any damages are claimed. The Seller neither assumes nor authorises any person to assume for it any other liability in connection with the sale or use of the materials sold hereunder and there are no agreements or warranties either written or oral collateral to or affecting this contract.

In case of any dispute, the laws and jurisprudence of the United Kingdom shall be deemed to be in force.

The Seller shall not be liable for any failure to deliver or in any delay to deliver and the Buyer shall not be liable for any failure to request delivery when either failure or delay shall be caused (directly or indirectly) by some factor outside his control.

If any Governmental price regulation or law shall fix a minimum price for any material covered by this contract below the then current price, the Seller, with liability and at its option may, upon notice in writing or by email, terminate this contract with respect to undelivered quantities of the material so affected.

No waiver, alteration or modification of the terms and conditions shall be valid unless made in writing and signed by the Seller.

This contract constitutes the entire agreement between the parties hereto with respect to the purchase and sale of the materials herein specified and there are no agreements, understandings, representations or warranties of any kind whatsoever except as expressly set forth herein. Failure to exercise any right hereunder with respect to any breach shall not constitute a waiver of such right with respect to any subsequent breach.