

TERMS AND CONDITIONS

GLENSEAL LTD, a limited liability partnership, shall be referred to throughout the following terms and conditions (these "**Conditions**") as "**the Company**", "**we**" "**us**" or "**our**". In these Conditions "**the Customer**" shall mean any person (legal or otherwise) or entity who purchases Goods (as defined below) from the Company and "**Goods**" shall mean any goods purchased by a Customer from the Company pursuant to a Contract (as defined below).

All orders are accepted and Goods supplied by us only on the basis of these Conditions. No variation to these Conditions will apply unless specifically agreed to in writing by the Company.

By placing an order (which may be done by an Online Order) with us (whether or not by reference to our price list) the Customer (a) offers to buy Goods from us on the terms of business set out in these Conditions and (b) waives any conditions or stipulations (whether oral or written) in or made at the time of that order (or in the Customer's own terms and conditions of purchase) which impose or seek to impose the Customer's own terms and conditions of purchase (insofar as such conditions or stipulations or terms and conditions of purchase are at variance with these Conditions).

No offer from the Customer to buy Goods shall be deemed to have been accepted by the Company until an order confirmation (the "**Order Confirmation**") has been sent by the Company to the Customer at which point a legally binding contract of sale between the Company and the Customer shall be formed (a "**Contract**"). An Order Confirmation may be sent by the Company by email in response to an Online Order.

The Customer acknowledges that the website text, price lists, list of items for sale or other sales literature published on the Company's Website constitute an invitation to treat and may not be construed by the Customer as any offer or binding obligation upon the Company to sell any goods or items to the Customer.

The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any Online Order) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms. The Company shall incur no liability resulting from inaccurate information being supplied by the Customer.

PRICES: Due to fluctuations in costs, the Company reserves the right to amend prices and price related terms without prior notice, although every effort will be made to maintain the prices stated in each Order Confirmation. Prices are exclusive of V.A.T. unless expressly stated to be V.A.T. inclusive. Goods will be invoiced at the prices set out in the Order Confirmation.

DESCRIPTIONS: All descriptive specifications, drawings and particulars of performance and dimensions of Goods are approximate only. Descriptions and/or illustrations contained in or on the Company's price lists, brochures, website and/or other advertising materials are intended merely to present a general idea of the Goods described therein. Such descriptions and/or illustrations are not guaranteed in any way to be accurate and shall not form part of the Contract.

DISCREPANCIES: Any discrepancy between Goods or invoices received by the Customer from the Company and Goods ordered by the Customer from the Company must be notified to us by the Customer in writing within 3 days of the relevant delivery date or we cannot accept liability.

SETTLEMENT OF OUR INVOICES FOR GOODS: This is due by the last day of the month following the relevant invoice date. Interest will be charged by us at 4% per annum over Royal Bank of Scotland base rate from time to time on any overdue sums.

RETURNED GOODS:

(A) (Subject to (B) below), Goods may be returned only with our prior agreement and will be subject to a 15% handling charge on the full invoice price. Special order Goods sourced or manufactured to the Customer's specific requirements by the Company may not be returned for credit.

(B) within 7 days of the day after the day of delivery of the Goods to the Customer, the Customer shall be entitled to cancel the Contract, return the Goods and receive a full refund provided that the Goods have not been used in any way, are in the same good condition in which they were received by the Customer, and are returned to the Company. In such event, the Customer shall be responsible for the costs of returning the Goods and shall indemnify the Company promptly on demand from and against all and any such costs. If the Company collects the Goods, the Company retains the right to charge the Customer for any direct costs associated with the return of the Goods.

(C) All Goods must be returned unused, in their original packaging and in a re-saleable condition (to be determined in the Company's absolute discretion) and the Customer will be responsible for the costs of returning the Goods to the Company. Costs of delivery to the Customer (if any) will not be refunded.

WARRANTY: In respect of Goods we supply, we warrant that the same are of satisfactory quality for the purposes of the Sale of Goods Act 1979. The Customer shall be solely responsible for ensuring that Goods are suitable for the purpose(s) for which it intends to use them.

LIMITATION OF LIABILITY: In respect of (i) any breach of these Conditions or the Contract; (ii) any use made or resale by the Customer of Goods (or of any product incorporating any such Goods); and (iii) any representation, statement or delictual act or omission including negligence arising under or in connection with the Contract, the Company's entire financial liability shall be as follows:-

(a) 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 (although nothing in these Conditions excludes or limits the liability of the Company:- (i) for death or personal injury caused by the Company's negligence; or (ii) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or (iii) for fraud or fraudulent misrepresentation).

(b) Subject to paragraph (a) above the Company's total liability in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the full price payable for the Goods supplied to the Customer under the Contract (exclusive of VAT). Furthermore, the Company shall not be liable to the Customer or to any other person (legal or otherwise) or entity in any way for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or for any claims for consequential compensation or damages or loss whatsoever (and howsoever caused) which arise out of or in connection with the Contract.

(c) The Company shall not be liable to the Customer or to any other person (legal or otherwise) or entity in any way for any loss of profit, loss of business, depletion of goodwill, damages or loss whatsoever (and howsoever caused) which arise out of or in connection with the non-performance of any adhesive products (Goods) sold by the Company pursuant to the Contract.

LEGAL CONSTRUCTION: These Conditions and the Contract shall in all respects be governed by and construed in accordance with Scots law and the Company and the Customer agree to submit to the non-exclusive jurisdiction of the courts of Scotland.

RISK: Goods supplied by us shall be entirely at the Customer's risk from the date such Goods are delivered to the address stated in the Order Confirmation.

TITLE: The title of property (ie ownership) in Goods supplied by us shall not pass to the Customer unless and until all sums due and payable to us by the Customer (including, without limitation, the price of the relevant Goods) have been paid to us in full. Until ownership of the Goods has passed to the Customer, the Customer shall:- (i) hold the Goods at all times on a fiduciary basis as the Company's trustee; (ii) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property; (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and (iv) maintain the Goods in satisfactory condition.

The Customer's right to possession of Goods shall terminate immediately if:- (i) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or (ii) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or (iii) the Customer encumbers or in any way charges any of the Goods (each hereinafter referred to as an "**Insolvency Event**").

The Company shall be entitled to recover payment for Goods notwithstanding that ownership of any of the Goods has not passed from the Company. Furthermore, the Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

DELIVERY: Delivery dates and times stated in an Order Confirmation are approximate and given in good faith. No responsibility can be accepted by the Company for any delay in delivery or costs incurred thereby.

FORCE MAJEURE: The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company (including, without limitation, acts of God (including, without limitation, volcanic eruption), governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials). The Company shall not be liable to the Customer if Goods are prevented from being delivered by the Company due to any such circumstances beyond the reasonable control of the Company.

INSOLVENCY: In the event of an Insolvency Event occurring, we reserve the right to demand immediate payment from the Customer of all sums due and payable under the Contract (which payments shall then be made by the Customer) and to suspend any outstanding deliveries of Goods immediately (without any liability on our part to the Customer in our so doing).

INTERPRETATION : In these Conditions the following words and expressions shall have the following meanings :-

"**Online Order**": an order for Goods made by the Customer through the Company's Website by completion of the staged ordering process set out therein through submission of forms and following a series of hypertext links as directed on the Company's Website ;

"**Company's Website**": the website published by the Company on the World Wide Web of the Internet with the uniform resource locator <http://www.quinglobal.com>, or such other uniform resource locator from which the Company may offer Goods for sale from time to time