



SILGO LUBRICANTS CONDITIONS OF SALE

1. General

“The Seller” means Silgo Lubricants Limited

“The Buyer” means the party ordering goods from the seller

These conditions apply to the supply of goods by the seller unless otherwise agreed in writing. The seller does not accept the Buyer’s conditions of purchase unless expressly agreed in writing.

2. Price

The price shall be as set out in the agreement.

3. Payment

(a) Subject to (d) below payment for goods delivered hereunder shall be made so that it is received by the seller not later than the 15th of the month following the month of dispatch of the goods by the seller.

(b) The seller may at any time withhold any sum due from the Seller to the Buyer and set off the same against any sum due from the Buyer to the Seller hereunder or under any other contract or title and for the purposes of this sub-clause the price of all goods supplied under this Agreement is due on the delivery whether or not payment might otherwise be deferred under this clause. Notwithstanding that property has not passed to the buyer the price shall be due therefore and the Seller may maintain an action therefore.

(c) Without prejudice to any other right or remedy available to it the Seller reserves the right to change interest on all overdue accounts at the rate of 2% per annum, above the base rate of Barclays Bank Plc for the time being in force.

(d) Notwithstanding anything herein to the company, the Seller reserves the right to suspend deliveries of goods and/or to require payment in nett cash with order where the Buyer’s credit limit has been exceeded or where the Buyer has failed to make any payment by the due date.

4. Delivery

(a) Unless otherwise agreed in writing, the cost of the delivery of the goods in Mainland Britain shall be borne by the seller except where the order is less than the minimum stated quantity as from time to time be reasonably prescribed by the Seller, when cost of delivery shall be borne by the Seller.

(b) In the case of goods delivered in bulk the quantity shown by the Seller’s meter or dip stick readings shall be accepted by the Buyer as being the quantity delivered. The Buyer may be represented at the taking of the measurements if the Buyer so desires.

(c) Where the delivery is made to the Buyer the unloading of the goods shall be sole responsibility of the Buyer who shall insure that it is completed safely and without undue delay. The Buyer shall provide safe and convenient access from the public highway to the point of delivery. If the Buyer at any time hinders or declines to accept the delivery of goods hereunder where delivery has been attempted during normal working hours, then the Seller shall be at liberty to withhold or suspend deliveries to the Buyer as the Seller in its absolute discretion shall consider it. The Seller shall not be liable for any damage or loss arising directly or indirectly out of such withholding or suspension of deliveries.

(d) The delivery date or dates specified on the Seller’s quotation or buyer’s order are estimates only. The Seller shall not be liable for failure to deliver by such date or dates or for any damage or loss arising directly or indirectly out of such delay

(e) The Seller reserves the right to effect delivery itself or by means of an independent contractor (“The Carrier”).

5. Claims

(a) All claims for damage to goods in transit must be submitted in writing by the Buyer to the Seller (and the Carrier in the event of a delivery by an independent contractor) within three days of delivery or in the event of no-delivery within ten days of the date the invoice or advice of dispatch, whichever is the earlier.

(b) The Buyer shall give the Seller immediate written notice of any claim that the goods are not of stated quality to enable the Seller to investigate the complaint before the remainder of the consignment is used or returned to the Seller.

6. Pallets

Pallets shall remain the property of the Seller and shall be returned to the Seller upon demand at the Buyer’s premises. Pallets not returned in good condition will be the subject of a separate charge to the Buyer and if not returned or damaged beyond repair shall be charged for at full replacement cost.



7. Risk and Property

- (a) Unless otherwise agreed risk in the goods shall pass to the Buyer in the case of any delivery by road tank wagon when on discharge it passes the hose connection of the storage tank container receptacle vessel or fill line, as the case may be, provided by the Buyer or in the case of barrel, drum or other package deliveries at the time of off loading when the package is removed from the craft, vessel or wagon provided by the seller for deliveries of such package. Property in the goods shall pass to the Buyer when payment is made by the Buyer to the Seller of the sums due.
- (b) When the goods, in the property of the Seller, are delivered to the buyer, the Buyer may sell such goods in the ordinary course of business but shall hold the proceeds of any such sale on the trust for the Seller until payment by the Buyer to the Seller of all sums due.

8. Licences Trade Marks and Trade Names

- (a) The Buyer shall obtain and comply with any licence or consent required for his handling of the goods supplied hereunder.
- (b)
 - (i) In the case of delivery hereunder in bulk, nothing in this agreement whether express or implied shall be deemed to confer any right on the Buyer to apply any trade mark, trade name, distinctive colour scheme and other marketing indicia owned by the Seller or any of the Seller's associated companies ("the said trade marks") to any goods supplied hereunder or to use the said trade marks in relation to such goods.
 - (ii) In the case of delivery hereunder in packages, the only trade marks or trade names that may be displayed in advertising or promoting the goods supplied hereunder shall be those authorised by the Seller and the Buyer shall comply strictly with the Sellers instructions relating to the context, scale and manner of use of such trade marks or trade names in all such advertising.
 - (iii) The said trade marks shall not be used without the Sellers prior written consent on or in relation to goods delivered hereunder which the Buyer in any way adds to, repacks or otherwise alters and the Buyer shall remove or permanently obliterate any of the said trade marks from any such goods so added to, repacked or otherwise altered.
 - (iv) The Buyer shall not display the said trade marks in such a manner that their distinctiveness, reputation or validity might be impaired or in such relation to a mark of any other person (including the Buyer) as to suggest that the two marks constitute a single or composite mark.

9. Exceptions

- (a) Neither the Seller or the Buyer shall be responsible for any failure to fulfil any term or condition of this agreement if and to the extent that fulfilment has been delayed, hindered or prevented by any circumstances whatsoever whether obtaining before, on or after the date of commencement of this agreement which are not within the reasonable control of the Seller or the Buyer, as the case may be, including without limiting the generality of the foregoing:-
 - (i) any strike, lockout or labour dispute to which the Seller, or the Buyer, as the case may be a party (whether or not the settlement thereof shall be at the discretion of the party in question) or the apprehension of any such strike, lockout or labour dispute.
 - (ii) compliance with any other order, discretion or request by any public authority,
 - (iii) any discontinuance, whether total or partial, permanent or temporary, of any of the Seller's supplies' sources or contemplated sources of supply of raw materials (including crude petroleum) the goods (or any of them) delivered under this agreement or the means of delivery of any such goods.
- (b) If by any such circumstances the availability from any of the Seller's or the Seller's suppliers' sources or contemplated sources of supply (whether situated) of raw materials (including crude petroleum) or of the goods (or any of them) deliverable hereunder, is so curtailed or intended with as either to delay or hinder the Seller in, or to prevent the Seller from, supplying the full quantity of the goods (or any of them) deliverable hereunder and also at the same time maintaining in full its other business in the goods (or any of them) deliverable hereunder (wherever produced and whether for delivery at the same place or places as is or are specified herein or elsewhere), then the Seller shall be at liberty to withhold, reduce or suspend deliveries hereunder to such extent and in accordance with such priorities as may be reasonable and equitable in all the circumstances pertaining at the relevant time and the Seller shall not be bound to acquire by purchase or otherwise additional quantities from other suppliers.
- (c) For the purpose of sub-clause (a) (ii) above compliance with any order, direction, restriction or request by any public authority shall be deemed to include the performance, whether before, on or after the date of commencement of this agreement of any obligation arising out of any contract or arrangement by which any public authority is required to supply goods.
- (d) For the purpose of this Clause "public authority" means:-
 - (i) any government, whether normal or provincial;
 - (ii) any port or other public authority;
 - (iii) any agency of any such government or authority;
 - (iv) any person or body purporting to act for any such government, authority or agency;



- (v) the commission of the European Communities.
- (e) The Buyer shall be free to purchase from other suppliers any deficiency of deliveries caused by the operation of this clause, but goods so purchased from other suppliers shall not be sold and/or delivered under or by reference to the said trade marks referred to in clause 8 hereof.
- (f) On the interruption giving rise to delay, hindrance or prevention of performance of any of the terms or conditions of this Agreement (including any payments outstanding hereunder at the time of, or accruing due hereunder such interruption) ceasing, performance of this Agreement shall be resumed promptly.

10. Warranty

- (a) The Seller gives no warranty that its goods are fit for any particular purpose, other than those specifically stated in the Sellers printed recommendations and the Buyer shall only be entitled to rely on the fitness of the goods for another purpose if such purpose has been communicated to the Seller by the Buyer in writing prior to order.
- (b) The Seller shall not be liable to the Buyer:-
 - (i) for any loss or damage caused to property save to the extent that such damage or loss arises as a result of the goods sold hereunder having been used for a specific purpose stated in the Seller's printed recommendations or to the extent that such loss or damage is attributable to the negligence of the Seller or its employees; or
 - (ii) for any consequential, indirect or special losses or special damages of any kind suffered by the Buyer howsoever arising in connection with this Agreement.

Provided that these exclusions shall not affect any statutory rights of the Buyer of the goods concerned.

- (c) in pursuance of its policy of continued development and improvement the Seller reserves the right to modify formulations of its goods without prior notice.

11. Forbearance

Any neglect, forbearance or indulgence on the part of the Seller relating to its strict rights hereunder shall in no way be deemed a waiver implied or otherwise of such rights.

12. Notices

Any notice consent or agreement to be given under this Agreement shall be in writing and shall be sent by prepaid first class post to the address of the party set out in the Agreement or such other address as may be hereunder notified.

13. Applicable Law

The construction, validity and performance of these conditions shall be determined in accordance with English Law.

14. Health and Safety

- (a) The Buyer shall provide its customers and its employees, agents and contractors who may encounter the goods delivered hereunder with all the information contained in the Health and Safety data sheets provided by the Seller ("Date Sheets") or any other information followed by its employees, agents and contractors who may encounter the goods. The Buyer shall impose on its customers the obligations specified above and an obligation to include such obligations in any contract for the sale of the goods delivered hereunder together with a provision in the same terms as this sentence. The Buyer shall be responsible for ensuring that any obligations, requirements or recommendations in respect of health, safety and the environment relating to the goods delivered hereunder are complied with under the laws, statutes, regulations or directives in force in or applying to territories, states or other jurisdictions in or to which the Buyer sells the goods delivered hereunder.
- (b) The Buyer shall indemnify and keep indemnified the Seller against any liability, claim proceeding, cost or expense whatsoever arising out of or in connection with any failure whatsoever to comply with the obligations set out in sub-section 14 (a) above. Compliance by the Buyer with recommendations contained in the Data Sheets or other information shall not excuse the Buyer from any other obligation or recommendations it is required or advised to comply with in relation to the goods supplied by the Seller by virtue of any law, statute, regulation or directive or from any liability arising out of its failure to comply with such obligations or recommendations. The Seller shall not be responsible in any respect whatsoever for any loss, damage or injury howsoever resulting from any use of the goods delivered hereunder which is not in accordance with the terms of the Data Sheets or other information or from any failure to comply with the terms of the obligations set out in sub-section 14 (a) above or with the terms of the Data Sheets or other information or from hazards inherent in the nature of the goods delivered hereunder other than may arise out of the Sellers negligence or that of its employees or contractors and PROVIDED ALWAYS that the Buyer's statutory rights are not affected.



15. Determination

Without prejudice to the exercise by the Supplier of any rights it any have the Seller may determine this agreement forthwith upon giving notice in writing if the Buyer shall fail to make any payment when it becomes due or commits a breach of a material terms or condition or this Agreement (or. If applicable, any loan agreement for Tank Storage and Equipment) or if the buyer shall have a Receiver or Receiver Manager appointed or shall pass a resolution for working up or a Court shall make an order to that effect or it shall have a receiving order made against it to enter into any arrangements with its creditors or shall commit any act of bankruptcy.

16. Assignment

- (a) This Agreement shall not be assigned or transferred in whole or in part by the Buyer directly or indirectly without prior written consent to the Seller.
- (b) The seller may assign or transfer the Agreement or any part thereof and/or any of the obligations herein on the part of the Seller to be performed and observed to any company deemed at the relevant time to be a member of the same group. For the purpose of this clause, two companies shall be deemed to be members of the same group if one is subsidiary (as defined in Section 736 of the Companies Act 1985 as amended by the Companies Act 1989 or Article 4(1) of the Companies (Northern Ireland) Order 1986 as the case may be) of the other or both are subsidiaries of a third company.

We acknowledge and accept Silgo Lubricants ‘Conditions of Sale’ and agree that all contracts between Silgo Lubricants and ourselves shall be subject to these Conditions of Sale.

Signed Date

Name

Position

Company Name.....

Account No.....

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