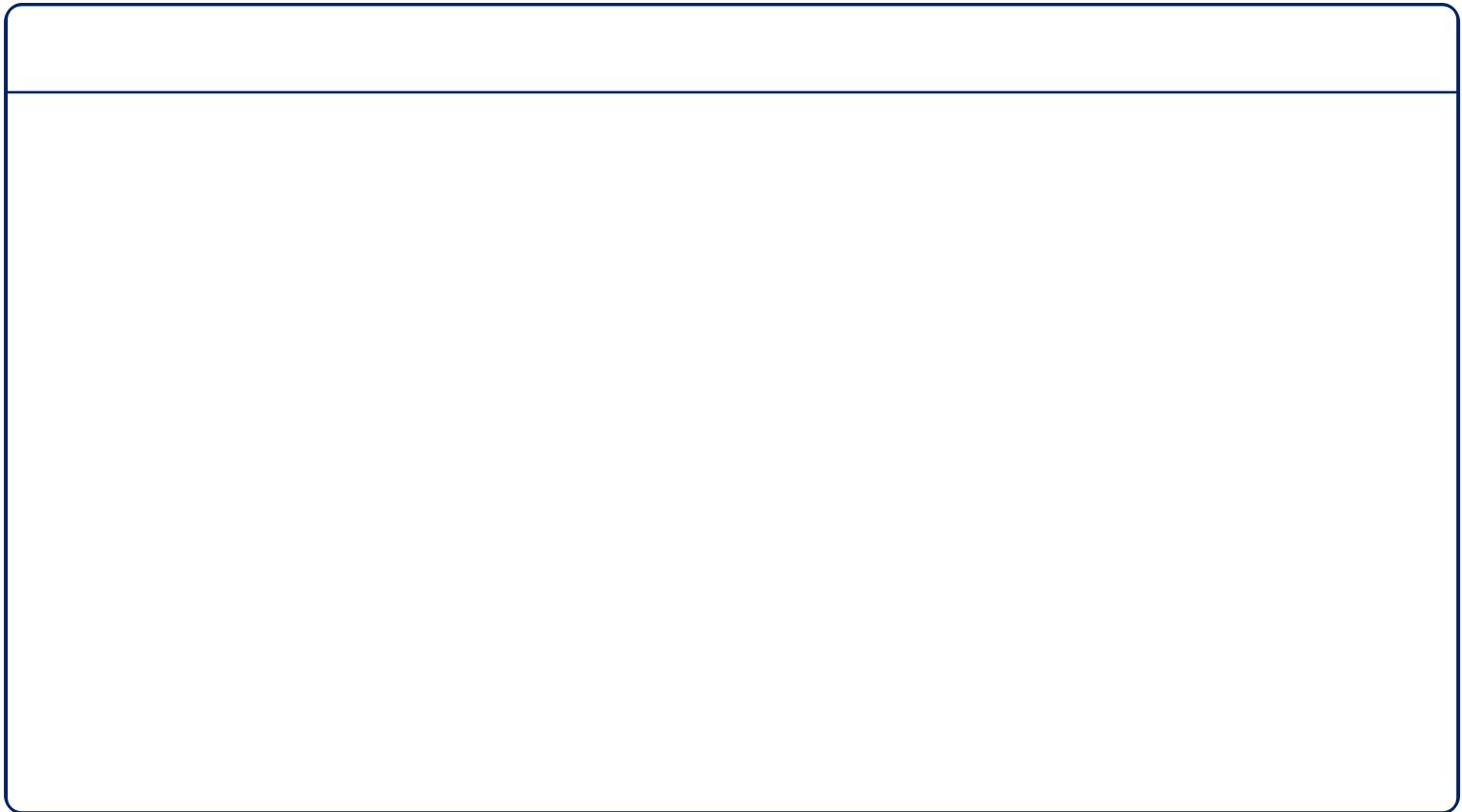
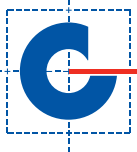




Chemence Ltd
13 Princewood Road, Corby,
Northamptonshire, NN17 4XD UK
Tel: +44 (0)1536 402600
Fax: +44 (0)1536 400266
e-mail: info@chemence.com
www.chemence.com

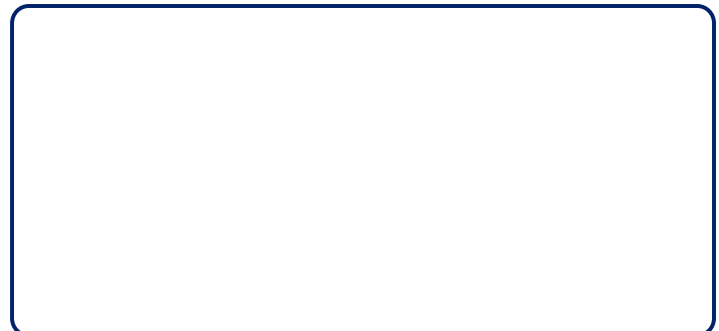


JAS-ANZ



ISO 9001
QMI-SAI Global
QE23380

Ownership of goods is not transferred until invoice is paid. Payment due 30 days from date of invoice. Goods are supplied according to our standard terms and conditions shown on reverse.





CHEMENCE®

CHEMENCE LIMITED

CONDITIONS OF SALE

1. Definitions

- In these Conditions ("the Conditions") (a) the company (b) ordering the Goods from the Seller, (c) the purchase of the Goods made between the Seller and the Buyer to which the Conditions and the Special Conditions apply, (d) "the Goods" are sale or supply of which to the Seller hereby accepts, (e) "the Seller" means Chemence Limited, (f) "Special Conditions" are any terms set out by the seller in any quotation or acceptance or order of purchase to the extent that they are not inconsistent with any of the Conditions.

2. Application

The conditions and special Conditions (if any) shall prevail over any inconsistent terms or conditions referred to in the Buyer's order or in correspondence or otherwise and any conditions or stipulations to the contrary are hereby excluded and extinguished. No variations or bindings of or addition to the Contract shall be valid unless expressly agreed or confirmed in writing by a director of the Seller.

3. Quotation and Orders

Although the Seller will generally endeavour to respond to the Seller's enquiries and quotation for a period of 30 days from its date of issue, no quotation issued by the seller shall constitute an offer to sell the Goods. Any order for any article shall be made in writing and on order placed by the Buyer whether or not in response to a quotation of the Seller shall constitute an offer made to the Seller subject to the Conditions and any Special Conditions.

4. Prices

The prices payable for the Goods shall be the Seller's prices ruling at the date of despatch, so that the Seller shall have the right at any time by downwards priced prices or prices set out in any Special Conditions or the amount of any cost of carriage or freight including (without limitation) increases in costs including (without limitation) costs of acquisition of the Goods or any part thereof or parts thereof, raw materials, carriage, labour or other overheads, the increase or imposition of any tax, duty or other levy and any variations in exchange rates. The Buyer may at any time within 7 days after receipt of such notice give the Seller notice of its objection to any such revision and it shall be deemed to have accepted the same. If the Buyer so objects the Seller may either elect to continue to supply the Buyer of the price and/or cost of carriage or freight allowance existing at the time of the Seller's notice of revision or, at its own discretion, terminate the Contract forthwith by notice to the Buyer.

If by reason of any law, governmental order or regulation the price, cost of carriage and freight allowance and/or terms of payment hereunder or any increase change or variation thereof or the right of the Seller to require or receive any such payment in any way, the Seller may, forthwith thereupon, terminate the Contract by notice to the Buyer. If at any time after the date of the Contract and before payment in full is received by the Seller the currency of the most component parts is revalued with respect to the currency in which the price hereunder is denominated by more than 2% compared with the exchange rate prevailing at the date of the Contract, then the Seller may, by notice to the Buyer, increase the price for the Goods with immediate effect in the same proportion as the revaluation of the revaluation of a currency shall mean a change in the

commercial mid rate of exchange between such currency and another as quoted by a major English clearing bank, which results in such currency having a higher value in relation to the other.

(d) The price specified in the Contract for the supply of the Goods is exclusive of any carriage charges.

(e) All prices are exclusive of VAT which shall be added at the rate of 20% at the time of despatch. The Seller shall be liable for the import duty, all taxes, duties and fees payable in connection with the supply of the Goods hereunder.

5. Payment

The price, including, where applicable, carriage and packaging charges shall be paid in sterling on the due date which (in the absence of any variation contained in the Special Conditions) is the last business day falling before the 15th of the month following the month of the invoice date or in the case of early Goods returned to the Seller, on the date of re-delivery. Time of payment shall be of the essence. The Buyer shall be, in circumstances, be entitled to make any deduction from the price payable by way of set-off or otherwise in respect of any claim or counterclaim which it may have against the Seller.

(c) If the Buyer shall default in payment of the price on the due date without prejudice to any other of the Seller's rights, interest shall accrue thereat from day to day (as well before as after default) judgement on any sums outstanding shall be given at the Bankers Bank PLC base rate plus 2% or 3% (whichever is greater).

(f) If the Buyer shall at any time default in payment of the price on the due date or if the Buyer's credit standing is a any time in the opinion of the Seller impaired for any other reason, the Seller shall in addition and without prejudice to any other of its rights, have the right: (a) to demand forthwith payment for all goods delivered to the Buyer whether or not any such payment is due and /or (b) to withhold all deliveries of the Goods, any part thereof, until such time as the Buyer under any other contract between them and any other party until such payment is made in full and /or (iii) to supply goods on a cash-on-delivery basis; and/or (iv) to supply goods on cash-in-advance basis or require the Buyer to obtain an irrevocable confirmed letter of credit in favour of the Seller and/or provide security for future payments satisfactory to the Seller.

6. Testing

The Goods shall be carefully inspected and, where practicable, submitted to the Seller's standard tests before despatch. If the Buyer requires to be present at such tests or if the Buyer requires the performance of tests which are different from or additional to the Seller's standard tests or any test specified in the Special Conditions then the Seller shall be entitled to make a reasonable charge for carrying out such test. If the Buyer requires to be present at any tests the Seller shall give the Buyer 7 days notice of such test and the Buyer fails to attend, the tests shall be deemed to have been carried out in the presence and to the satisfaction in all respects of the Buyer.

7. Title

The Goods shall pass to the Buyer when (i) the Goods and (ii) all other goods the subject of any other contract between the Seller and the Buyer which, at the time of payment of the full price of the Goods under the Contract, have been delivered to the Buyer but not paid for in full, have been paid for in full. Until property in and title to the Goods has passed to the Buyer in accordance with paragraph (i) above the Buyer shall so far as practicable (except the Goods separate to another party) retain possession and control of the Goods identifiable as goods of the Seller. The Buyer shall be at liberty to resell the Goods in the ordinary course of business but not to use the Goods in any manufacturing process. The proceeds of resale of the Goods shall belong to the Seller and the Buyer shall keep such proceeds separate from other moneys in its

possession, shall not use such proceeds for the purpose of its own business, shall account for the same to the Seller on demand, shall not represent or hold itself out as being the agent of the Seller in respect of such resale or sale and shall indemnify the Seller in respect of claims by the Buyer's customers resulting from any act or omission on the part of the Buyer.

The Buyer's liberty to resell or sell shall not automatically determine without the need for further agreement that the Seller shall be liable for any of the events specified in Clause 13. The Buyer of any of the events specified in Clause 13, the Seller may at any time by notice to the Buyer in its sole discretion revoke the liberty to resell or sell.

Upon such determination or revocation the Buyer shall promptly place the Goods at the seller's disposal and the Seller without prejudice to any other of its rights shall be entitled to enter upon the Buyer's premises and do all other things necessary for the purpose of removing the Goods without incurring any liability for damage or loss and doing so shall be deemed to be the Buyer's responsibility and the Seller shall be assisted to locate and take possession of the Goods.

For the purpose of this Condition and in the absence of evidence to the contrary, goods of the same kind supplied at any time by the Seller to the Buyer shall be deemed to have been resold used or processed in the order in which they were supplied.

(c) Notwithstanding the above provisions of this Condition the Seller may at any time in its sole discretion transfer the property in an title to the Goods to the Buyer.

8. Delivery and Risk

In any case where the price includes freight charges or other costs of carriage the Seller shall have the right in its own discretion to select the route and means of transport. Subject to paragraph (b) of this Condition the Seller shall deliver the Goods at the place (if any) named in the Special Conditions or, if none be named at the Buyer's premises. In a case where delivery is to be made otherwise than at the Buyer's premises, the Seller shall convey the Goods to the point nearest to the place of delivery to which the Seller is obliged to deliver the Goods and shall be responsible for unloading the Goods and carrying the Goods to the place of delivery.

Despatches below a certain minimum value will be subject to a standard delivery charge which may be changed from time to time without prior notice. The Seller reserves the right to deliver 10% more or 10% less than the contract quantity of the goods.

(c) In any case where the Special Conditions provide that the Goods are sold EX Works, CIF, FOB or FOS Airport or on the basis of any other relevant trade term the meaning of such a term shall apply as if expressly incorporated in the Conditions or the Special Conditions to the extent that it is not inconsistent with any of the Conditions or the Special Conditions.

Delivery dates are approximate only and whilst it will use all reasonable endeavours to adhere to such delivery dates the Seller shall be under no liability for any loss injury, damage or expense consequent upon any delay in delivery from whatever cause including (without limitation) the Seller's negligence. Delay shall not entitle the Buyer to cancel any order or to refuse to accept or to reject any of the Goods or all or any other goods specified in the Contract without liability to the Seller and the Buyer.

The Seller shall at its own discretion be entitled to store at the risk of the Buyer any Goods which the Buyer refuses or fails to accept or which the Seller is, otherwise than as a result of its own act or omission, unable to deliver and the Buyer shall in addition to the invoice price pay all costs and expenses of such storage and any additional cost of carriage incurred as a result of such refusal or failure or inability on the part of the Seller. The Goods delivered for all purposes be deemed to have been delivered to the Buyer on the date of the first attached delivery note and may be invoiced to the Buyer accordingly.

Condition, the risk in the goods shall pass to the Buyer on their delivery to the place nominated by the Buyer or to the Buyer's carrier or other agent/shipping point specified in the Contract.

9. Inspection and Rejection

The Buyer shall inspect the Goods immediately upon receipt. The Buyer shall not be entitled to reject the goods by reason of short delivery, delivery of the wrong items or damage to the Goods unless it has made an appropriate qualification to the carrier's receipt and given written notice of rejection to the Seller within 3 days after the date of receipt. The Seller shall not be entitled to reject the Goods if the goods are used or processed them in any way.

10. Missing Goods

If the Goods are not received within 3 working days after receipt of the corresponding invoice the Buyer shall immediately notify the Seller and confirm such notification in writing. If no such notification is given with the time limit prescribed the Goods shall be deemed to have been delivered in accordance with the Contract.

11. Containers

Containers for which a deposit is charged remain the property of the Seller and must not be used for any purpose other than the purposes for which the containers must be returned to the Seller within 10 days from the date of the invoice. Return instructions, charges prepared to the place of return indicated by the Seller. If so returned in good condition, the deposit charge will be refunded.

12. Force Majeure

The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply to the Goods by the Seller being directly or indirectly prevented, hindered or delayed by reason of any event which is beyond the Seller's control and affecting the provision of all or any part of the Goods by the Seller's usual source of supply or the delivery of the Goods by the Seller's normal route or means of delivery, or other circumstances whatsoever, including (without limitation) any act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, failure or shortage of power supplies, fire, flood, drought, explosion, difficulty in obtaining workmen, materials or transport, refusal of any licence or permit or any order sanction or request of any Government or governmental authority. In the event of any such event which is beyond the Seller's control and affecting the provision of all or any part of the Goods (hereinafter referred to as "force majeure"), the Seller, upon notice to the Buyer to terminate the Contract, (whereupon the Seller shall be relieved of all liability under the Contract) to extend the time for delivery or other performance by a period equal to that during which such circumstance subsist, or to reduce the quantity of the Goods to be supplied hereunder, in all cases without incurring any liability for any loss or damage suffered by the Buyer as a result.

13. Termination

If the Buyer shall fail to make any payment when it is due under the Contract, or shall be in default of performance of any other obligation under the Contract, or shall enter into any composition, arrangement with creditors, or shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the purpose of amalgamation or reconstruction), or if a receiver shall be appointed over any of its assets or undertaking, or (being a natural person) if a receiving order is made against him or she shall be adjudged bankrupt or if the Buyer shall date or suffer any similar action in consequence of debt, the Seller may, stop any of the Goods in transit and suspend or cancel further deliveries of any of the Goods under the Contract without liability to the Seller and the Buyer.

If the Buyer shall fail to make any payment when it is due under the Contract, or shall be in default of performance of any other obligation under the Contract, or shall enter into any composition, arrangement with creditors, or shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the purpose of amalgamation or reconstruction), or if a receiver shall be appointed over any of its assets or undertaking, or (being a natural person) if a receiving order is made against him or she shall be adjudged bankrupt or if the Buyer shall date or suffer any similar action in consequence of debt, the Seller may, stop any of the Goods in transit and suspend or cancel further deliveries of any of the Goods under the Contract without liability to the Seller and the Buyer.

If the Buyer shall fail to make any payment when it is due under the Contract, or shall be in default of performance of any other obligation under the Contract, or shall enter into any composition, arrangement with creditors, or shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the purpose of amalgamation or reconstruction), or if a receiver shall be appointed over any of its assets or undertaking, or (being a natural person) if a receiving order is made against him or she shall be adjudged bankrupt or if the Buyer shall date or suffer any similar action in consequence of debt, the Seller may, stop any of the Goods in transit and suspend or cancel further deliveries of any of the Goods under the Contract without liability to the Seller and the Buyer.

If the Buyer shall fail to make any payment when it is due under the Contract, or shall be in default of performance of any other obligation under the Contract, or shall enter into any composition, arrangement with creditors, or shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the purpose of amalgamation or reconstruction), or if a receiver shall be appointed over any of its assets or undertaking, or (being a natural person) if a receiving order is made against him or she shall be adjudged bankrupt or if the Buyer shall date or suffer any similar action in consequence of debt, the Seller may, stop any of the Goods in transit and suspend or cancel further deliveries of any of the Goods under the Contract without liability to the Seller and the Buyer.

If the Buyer shall fail to make any payment when it is due under the Contract, or shall be in default of performance of any other obligation under the Contract, or shall enter into any composition, arrangement with creditors, or shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the purpose of amalgamation or reconstruction), or if a receiver shall be appointed over any of its assets or undertaking, or (being a natural person) if a receiving order is made against him or she shall be adjudged bankrupt or if the Buyer shall date or suffer any similar action in consequence of debt, the Seller may, stop any of the Goods in transit and suspend or cancel further deliveries of any of the Goods under the Contract without liability to the Seller and the Buyer.

conformity with such specification; or (iii) take back the Goods returned to conform to take warranty and refund to the Buyer the appropriate part of the price

PROVIDED THAT

(a) the liability of the Seller shall in no event exceed the price payable or paid by the Buyer for the Goods.

(b) Payment of any one of the above options (as listed by (a) above) shall constitute an irrevocable discharge of the seller's liability under the warranty.

The foregoing warranty is conditional upon:-

(i) The Seller receiving from the Buyer within 7 days of the date of delivery of the Goods notice of the alleged defect, the delivery number of the allegedly defective Goods and their date of delivery, (ii) The Buyer affording the Seller reasonable opportunity to inspect the Goods and, at the Seller's request and in accordance with its written instructions to the Seller, the allegedly defective Goods, (iii) The Buyer using and maintaining the Goods in accordance with any instructions or recommendations of the Seller.

(iv) The Buyer making no further use of the allegedly defective Goods after the time at which the Buyer discovers or ought to have discovered the alleged defect.

(c) If it is found in the Seller's sole judgement that the foregoing warranty is not covered by the terms of the relevant warranty period the Seller shall be deemed to have made outside the relevant warranty period the Buyer's responsibility for the allegedly defective goods at the Seller's then current rates and all transportation costs from the Seller's premises to the Buyer's premises.

(d) Save as provided in Condition 14(a) the Seller shall have no liability to the Buyer (except in respect of death or personal injury resulting from negligence) in respect of any defect in the Goods or other breach of contract of whatsoever nature or other breach or obligations on the part of the Seller's employees sub-contractors or agents and all conditions warranties or other terms, conditions or obligations of the Seller, its agents, representatives, in relation to the Goods, their duty and their fitness for any purpose are hereby excluded. Without limiting the foregoing:- (i) The Seller shall not be liable in respect of any loss or damage whatsoever arising from the claim of any person against the Buyer nor for any loss of profits, loss of business, economic loss or other consequential loss or damage suffered by the Buyer.

(ii) All recommendations and advice given by or on behalf of the Seller to the Buyer as to methods of storing using or applying the Goods may be applied and the suitability of the Goods for use in any manufacturing process or in connection with any other materials are given without liability on the part of the Seller.

(iii) All drawings, specifications, performance data, weights and the like, contained in any literature or other material supplied by the Seller under or in connection with the Contract or otherwise communicated to the Buyer shall be taken as accurate as they are and the Seller shall be deemed to be accepting the responsibility of such data as they are presented to be accurate.

(iv) The Buyer shall indemnify the Seller against all liability, actions, claims, demands, costs, charges and expenses arising under the Consumer Protection Act 1987 or similar product liability legislation in any part of the world resulting from any defect in the Goods supplied by the Buyer whether made in whole or in part by the Buyer or any other person (including the Seller) who shall be deemed to be liable for such defect by reason of negligence of the Seller.

(v) Protecting our interests We warrant that all of our bankers/finance and their or any credit reference agencies used on request.

15. Seller's Code of Practice

In any case where the Goods are to be used processed or resold by the Buyer, the Buyer shall duly observe and adhere to all provisions of any

code of practice issued by the Seller with reference thereto. In particular (without limiting the foregoing) the Buyer shall conform to any instructions or recommendations given by the Seller in respect of the Goods and shall comply with any minimum stock and/or turnover requirements of the Seller.

16. Confidentiality

The Seller shall keep and shall procure that its officers, employees and agents shall keep confidential and shall not disclose to any person any drawings, descriptions, part lists and other technical or promotional material supplied by the Seller nor disclose the contents of any such to any other person.

17. Marking

The Seller shall not erase cover deface or alter any trade mark, trade mark or copyright notice guarantee or other statement or marking affixed or applied by the seller on or to either the Goods or any technical or promotional material relative to the goods.

18. Supplies by Associates

The Goods may at the Seller's discretion be supplied by any of its wholly-owned subsidiaries. Any Goods so supplied shall be invoiced by the subsidiary making the supply and such subsidiary shall be deemed to be a party to the Contract to the extent of such supply in substitution for the Seller.

19. Assignment

The Contract is personal to the Buyer which shall have no right to assign or delegate all or any of its right and obligation hereunder.

20. Waiver

Failure on the part of the Seller to exercise or enforce any right conferred by this Contract shall not be deemed to be a waiver of any such right nor operated so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

21. Notices

Any notice to be given hereunder shall be given by sending the same in a pre-paid registered letter or by telex to the principal place of business of the relevant party or to such other address as such party may have notified to the other for the purposes hereof. Any notice shall be deemed to have been received in the absence of evidence of earlier receipt to have been served seven days after despatch. Any notice sent by telex shall be deemed to have been served on the day following its despatch.

22. Law and Jurisdiction

The Contract shall be governed by and construed and interpreted in accordance with English law. The seller and the Buyer submit to the non-exclusive jurisdiction of the English Courts in respect of any dispute arising out of or in connection with the Contract.

23. Data Protection Notice

Please note the following regarding the Data Protection Act 1998. We may transfer information about you to our bankers/finance for the purposes of providing services for the following reasons:-

- (i) Obtaining credit reference agency searches
 - (ii) Making credit reference agency searches
 - (iii) Credit control
 - (iv) Assessment and analysis (including credit scoring, product and statistical analysis)
 - (v) Security
 - (vi) Protecting our interests
- We warrant that all of our bankers/finance and their or any credit reference agencies used on request.