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Conditions of Sale

Prices

1. Prices quoted in the price list are ex works and are subject to alteration without notice. The seller reserves the right after acceptance of an order, to increase the price of the goods at anytime before delivery by notice to the Buyer. In such an event the Buyer may, on receipt of such notice, cancel the order.
2. Orders are subject to packing and delivery charges, and may be subject to an administrative charge on orders of low value, this value may vary from time to time at the discretion of the Seller.

Packaging

3. Whilst every precaution is taken in packing goods, no liability can be accepted for loss, breakage, or other damage to goods during transit.

Delivery

4. Delivery dates are approximate only. The Seller shall not be liable for failure to deliver by such dates or for any damage or loss arising directly or indirectly out of delay in delivery or out of non-delivery. Delivery will be via either the Buyer's or Seller's nominated carriers or forwarding agents.
5. The Seller reserves the right to part deliver. The Seller also reserves the right to withhold delivery if payment of the Buyer's account is overdue.

Cancellations

6. Cancellations of orders cannot be accepted after they have been processed except under the conditions provided under clause 1.

Returns

7. The Seller cannot accept the return of goods unless the Buyer obtains the express written authority of the Seller.

Liability

8. All products are offered in accordance with the Seller's current production specifications and are intended solely for use in connection with water treatment / testing. The Buyer must assure himself of the suitability of the products for his intended use.

In view of the wide variation in conditions to which the Seller's range of products may be subject, all materials are sold without liability of any kind, whether implied by Statute or otherwise.

The Seller shall not be liable for any injury, loss or damage, howsoever caused, arising directly or indirectly from storage, application or use of the goods. Any advice or recommendation given by the Seller, their servants or agents, as to the mode of storing, applying or using the goods, is given without liability on the part of the Seller.

Passing of Property

9. The Buyer acknowledges that before entering into the contract for the sale and purchase of goods ("the Agreement for Sale") he has expressly represented and warranted that he is not insolvent and has not committed any kind of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a Receiver, to petition for winding up of the Company or apply for the appointment of an administrator or exercise any other rights over or against the Company's assets.

The Agreement for the Sale shall constitute an agreement to sell goods and not a sale. No title to goods shall pass to the Buyer by reason of delivery or acceptance of the same.

The Seller shall remain the sole and absolute owner of goods until such time as the agreed price of goods has been paid to the Seller, provided always that the goods shall be at the risk of the Buyer as soon as they are delivered by the Seller.

In any case where goods are delivered by instalments the provisions of this clause shall apply separately to each separate of goods. The Buyer's right to possession of goods shall cease on the earliest of the following dates:-

- (a) if, not being a company, commits an act of bankruptcy, makes a proposal to his creditors for a composition under Section 253 of the Insolvency Act 1986 or does anything which would entitle the petition for a Bankruptcy Order to be made or, in the case of a foreign person does or suffers some act which renders them liable to similar proceedings;
- (b) if, being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up or apply for an Administration Order or, in the case of a foreign company does or suffer some act which renders them liable to similar proceedings;



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The Seller may recover from the Buyer at any time those goods still in the Buyer's possession if any of the circumstances set out in this clause occurs, and for the purposes of such recovery, the Seller, its agents or servants may enter upon any land or buildings upon which it is reasonably believed that goods are situated.

Conditions of Purchase

10. The Buyer's Conditions of Purchase are expressly excluded, except by written agreement of the Seller.

Insurance

11. Insurance will be effected in accordance with the Institute Cargo clauses. Unless otherwise requested, insurance will cover 110% of the C.I.F. value. Any departure from the insurance conditions will be carried out in accordance with the Buyer's instructions but no liability for any claims in respect of risks not covered by the policy will be accepted.

12. Goods should be examined as soon as possible on arrival at port of entry and again at ultimate destination. In the event of non-delivery, loss, breakage or other damage, the Buyer must forthwith give notice of claim to Carriers and to Insurance and details of any notice of claim to Carriers and Insurance or their Agents.

13. Claims for loss and / or damage under insurance must be made promptly on the local agent of the insurance company and accompanied by the Certificate of Insurance and details of any notice of claim must be given to Carriers or their Agents.

End User

Under certain circumstances an **end user certificate**, complying with any UK governmental regulations in force, may be required. Should the certificate be revoked by the UK government at anytime during the performance of the contract, this will constitute "Force Majeure" and the Seller shall not be liable to the Buyer for any loss or damage. The Buyer will always disclose the exact location of the goods / installations.

Import Licences

14. The Buyer is responsible for obtaining any necessary import Licence, and the Seller shall not be liable for any claim arising through non-compliance with import regulations.

Terms of Payment

15. Unless otherwise agreed, Terms of Payment are cash with order, or a deposit with irrevocable Letter of Credit confirmed by a Bank in the United Kingdom for the balance.

Letters of Credit should be irrevocable, divisible, payable on presentation of invoice and clausured to permit delivery by consolidated airfreight or airmail as appropriate. Terms should ensure that despatch and negotiation dates allow sufficient time for these dates to be met.

Additional delivery charges will be incurred if special delivery conditions are specified.

"Force Majeure"

16. Orders may be suspended or cancelled (the Seller not being liable to the Buyer for any loss) as a result of any contingency beyond the Seller's control such as, but not restricted to, strike, lock-out, fire, accident, prohibition of export or import, Government decree or requirements, war or civil disturbances interfering with manufacture or delivery, shortage of raw or packing materials, receivership or imminent liquidation of the Buyer.

Waiver

17. Any express or implied waiver or release or purported waiver or release by the Company of any term or condition of this contract or of any breach or default by the Buyer shall apply only in respect of the matters waived or released at the time when it is made or given. No such waiver or release shall constitute a continuing waiver or release in respect of any other or later matter nor shall it prevent the Company from acting upon any such other or later matter or breach or default or from the enforcing any of the provisions of this contract in relation to any other matter, breach or default.

Arbitration

18. The construction, validity and performance of all contracts and agreements of sale shall be governed by the Laws of England and all disputes which may arise, under, out of, or in connection with, or in relation to the same, shall be settled by arbitration in the London Court of Arbitration under and in accordance, with its Rules at the date thereof. Service of any notices in the course of such arbitration at the address of the Buyer as given in the contract or agreement of sale in question shall be valid and sufficient.