



# General Terms & Conditions of Sale H&R ChemPharm (UK) Limited

## Scope

### Europe

- H&R ChemPharm (UK) Ltd.

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For the sake of simplicity and easier reading, only the masculine form has been used.



## 1. Definitions

- “Acknowledgement of Order” means the email or facsimile sent by H&R to Buyer indicating the Buyer’s order has been received but not yet accepted.
- “Affiliate” means H&R AG (“the Parent”) or any company which is for the time being directly or indirectly controlled by the Parent where directly means the Parent has the majority of the shares, & indirectly means a series of companies beginning with the Parent which are so related that each in the series is directly controlled by one of the companies earlier in the series.
- “Buyer” means the purchaser of any products or services from H&R.
- “Compound” means any substance subject to REACH, whether used on its own, in preparations or in articles.
- “Delivery Note” means the note specifying the name & weight of Product and which is deemed to be handed to the Buyer at the point of delivery.
- “Force Majeure Event” has the meaning given in clause 4 below.
- “H&R” means H&R ChemPharm (UK) Limited and/or its Affiliates
- “Incoterms” refers to Incoterms 2010 – The International Chamber of Commerce rules for the use of domestic & international trade terms, & which are incorporated into & form part of these Terms & Conditions to the extent that they do not conflict with any of the terms herein.
- “Safety Data Sheet” herein referred to as “SDS” means the sheet of instructions of safe handling, storing and clean up of a Product.
- “Order Confirmation” means the e–mail or facsimile sent by H&R stating acceptance of the Buyer’s order and detailing estimated dispatch date, price & payment terms.
- “REACH” means Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation & Restriction of Chemicals.
- a) These conditions of sale apply to the supply of all products by H&R. H&R does not accept any of the Buyer’s conditions of purchase unless H&R has expressly agreed to any of them in writing prior to the date of the Acknowledgement of Order.
- b) The contract between H&R & the Buyer is not formed until, & the Buyer is entitled to cancel its order any time up to, the date of the Order Confirmation.
- c) A quotation issued by H&R shall not constitute an offer to sell products and all quotations are subject to an Order being placed by the Buyer & an Order Confirmation being sent by H&R.

## 2. Price & Payment

The price of the products & the payment terms shall be stated on the Order Confirmation & are exclusive of any value added tax.

- a) All payments will be made by direct debit or any other reasonable means of payment requested by H&R, & H&R may appropriate any payment made to it to such products and accounts as it thinks fit.
- b) H&R may at any time withhold any sum due from H&R to the Buyer & set off the same against any sum due from the Buyer to H&R under any contract whatsoever, & the price of all products supplied is due on delivery even though title in the products may not have passed to the Buyer. Buyer must make full payment without any deduction for set off or counterclaim.
- c) Late payments bear interest at the rate of 8% above the Bank of England base rate for business to business transactions.



- d) H&R reserves the right to suspend deliveries of products and/or require payment in 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.

### 3. Delivery

The dispatch dates specified on the Order Confirmation are estimates only & H&R shall not be liable for failure to deliver such date or dates.

- a) Buyer shall accept the weight shown on the Delivery Note & may be represented at the time of the taking of these measurements.
- b) Where it is responsible for delivery H&R shall deliver the products to the place of delivery notified in the Order. If subsequently Buyer wishes to change the place of delivery then Buyer is responsible for any extra delivery charges. Buyer shall ensure there is clear and uninterrupted access to the place of delivery.
- c) If Buyer for any reason does not take delivery of the whole or part only of the product then Buyer shall be liable for the full cost of disposing of the unwanted product.

### 4. Force Majeure

- a) If H&R is unable to supply products by reason of any circumstances whatsoever beyond its control, including but not limited to act of God, industrial action, wars, fires, floods, Government action, accident, breakdown of plant, failure or cuts in supplies of electricity, gas or water, or inability to obtain raw materials it shall not be in breach of contract, nor liable for any failure or delay in performance of any obligations under its contract with the Buyer arising from or attributable to a Force Majeure Event and subject to clause 4.b), the time for performance of the obligations shall be extended accordingly.
- b) If a Force Majeure Event prevails for a continuous period of more than 28 days, H&R may terminate its contract with the Buyer by giving 14 days written notice to the Buyer. On the expiry of this notice period, the contract between H&R and the Buyer will terminate. Such termination shall be without prejudice to the rights of parties in respect of any breach of the contract occurring prior to such termination.

### 5. Claims

Buyer shall notify H&R in writing at H&R UK's registered office, within 3 days from receipt of the product, of any shortage of, damage to, or non-conformity of product, & if Buyer fails to follow this procedure then H&R will not be liable to replace or make good the same or be under any liability whatsoever to the Buyer.

### 6. Limitation of Liability

H&R's liability shall be limited to the cost or replacement of the product. H&R shall not be liable for loss, damage or injury resulting from the use or handling of the product in accordance with the SDS.

Neither party shall be liable to the other for indirect, special or consequential damage, loss of profit, loss of contract or loss of goodwill arising out of any contract incorporating these terms and conditions, whether in contract, tort (including negligence) or otherwise.

### 7. Risk

Risk in the products shall pass to the Buyer in accordance with the relevant Incoterm under which the product is sold.



## 8. Title

Title to the products remains with H&R, & Buyer will hold the products as bailee for H&R, until H&R receives payment in full. Pending payment Buyer shall keep the products separate & clearly identified as the property of H&R which must be returned or made available for collection at H&R's request.

If the Buyer ceases, or threatens to cease, to carry on business, or becomes unable to pay its debts or if a receiver is appointed or if a distress, execution, sequestration or other process is levied or enforced on the Buyer's assets, or any equivalent event occurs in any jurisdiction then & in any such event H&R may enter onto the Buyer's premises (& the Buyer hereby gives its consent to such entry) without notice and recover the products.

## 9. Licences, Trademarks & Trade Names

Nothing in these terms & conditions whether express or implied shall be deemed to confer any rights, colour scheme or other marketing indicia owned by H&R or any of H&R's Affiliates in relation to the products.

## 10. Warranty

No warranty, condition or term (express or implied) as to condition or quality, or suitability for purpose of the products is given or can be assumed.

- a) In pursuance of its policy of continued development & improvement H&R reserves the right to modify the specifications of its products without prior notice. Where Buyer agrees, in writing, to a special specification for a product, then any information or advice given by H&R in arriving at that specification is accepted at the Buyer's risk.
- b) All specifications, dimensions, weights & the like contained in any literature supplied by H&R or otherwise communicated to the Buyer are provided by H&R in the belief that they are as accurate as reasonably possible, but they do not constitute a description of the products, nor are they warranted to be accurate.

## 11. Health & Safety

The Buyer shall comply with and ensure that its customers, employees, agents & contractors comply with all information contained in the SDS or other information which H&R may supply from time to time and shall indemnify and keep H&R indemnified against any liability claim proceeding, cost or expense arising out of or in connection with any failure to comply with this obligation. Compliance by the Buyer with the SDS shall not excuse the Buyer from any other obligation or recommendation it is required to comply with in relation to the products by virtue of any law, statute, regulation or directive.

## 12. Compliance with Laws

The Buyer shall comply with all applicable laws including but not limited to laws relating to anti-bribery & anti-corruption such as the United Kingdom 2010 Bribery Act, & laws relating to export control & regulations such as (i) the rules on embargoed countries, (ii) the restrictions on the sale of products to restricted or denied customers, & (iii) the regime for the control of exports, transfer & transit of dual-use items. The Buyer shall not directly or indirectly utilise, sell, ship or otherwise transfer the products purchased from H&R to or through any country, entity or individual as prohibited under national & international regulations.

The Buyer shall comply with any obligations it may have under REACH, & to promptly provide H&R such information as may reasonably be required from time to time to ensure H&R's compliance with REACH. All information provided by H&R about the substances any Compound supplied are strictly confidential & may only be disclosed by the Buyer when required under REACH.



The Buyer shall procure that any third party to whom the products from H&R will be supplied, whether in the original form or as intermediate or end product, are under the same obligations as set out in Clause 12, such that all third parties throughout the Buyer's supply chain as far as the end user are under the same strict compliance obligations.

The Buyer agrees to indemnify & hold harmless H&R, its officers, employees, agents & representatives from & against all damages, losses, liabilities, penalties, costs & expenses, including reasonable legal fees, as a result of any claim, suit, action, proceeding, demand, judgment or settlement arising out of the Buyer's failure to adhere to the provisions of Clause 12.

### **13. Applicable Law & Competent Court**

The construction, validity & performance of the Agreement shall be governed by the law of England & Wales, & any dispute shall be resolved by the English courts.