

Rafterton Ltd – GENERAL TERMS AND CONDITIONS of Sales and Services

1. Application Of These Terms And Conditions

- 1.1 The Seller carries on the business of selling the Goods and it shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller.
- 1.2 The Conditions shall govern the Contract to the exclusion of any other terms and conditions whether or not any such quotation is accepted or purported to be accepted by the Buyer or any such order is made or purported to be made by the Buyer on or subject to any other terms or conditions.

2. Interpretation

- 2.1 In this document:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday in England;
“Buyer”	means the person incorporated, established or resident in any territory other than England & Wales who accepts a quotation of the Seller which states that it is an offer to sell the Goods to that person or whose order for the Goods is accepted by the Seller;
“Conditions”	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) also includes any special terms and conditions agreed in writing between the Buyer and the Seller;
“Contract”	means the contract for the purchase and sale of the Goods under these Conditions;
“Delivery Date”	means the date on which the Goods are to be delivered as stipulated in the Buyer’s order and accepted by the Seller;
“Goods”	means the Goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these Conditions as described and/or specified in the Seller’s sales documentation;
“Month”	means a calendar month;
“Seller”	means Rafterton Ltd a company registered in England under No. 04445658 with the registered office at 25 Wilton Road, Victoria, , SW1V 1LW, London, UK, exclusive distributor of Chemviron Carbon ltd in Russia and CIS
“writing”	means any communication effected by telex, facsimile transmission or any comparable means.

- 2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 2.3 Any reference in these Conditions to a “person” shall mean and include an incorporated or unincorporated body.
- 2.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. Incoterms

In these Conditions “Incoterms” means the international rules for the interpretation of trade terms of the International Chamber of Commerce 2020 or any subsequently published set of those rules as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

4. Basis Of Sale

- 4.1 No contract for the sale of Goods to the Buyer shall arise unless and until:

- 4.1.1 the Seller has issued a written quotation to the Buyer which is expressed to be an offer to sell the Goods to the Buyer on the terms of these Conditions and the Buyer unconditionally accepts that offer on those terms; or
- 4.1.2 the Seller has at its discretion unconditionally accepted an order received by it from the Buyer, and, for this purpose, acceptance by the Seller shall be whichever is the earliest, either the:
 - 4.1.2.1 Seller's written acceptance of the order; or
 - 4.1.2.2 Seller's delivery of the Goods; or
 - 4.1.2.3 Issue of the Seller's invoice.
- 4.2 A quotation issued by the Seller shall only be capable of acceptance by the Buyer until the date which the quotation states is the last date on which it may be accepted.
- 4.3 An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller except as the Seller may agree in writing at any time prior to acceptance.
- 4.4 A quotation by the Seller, or an acceptance of order by the Seller consisting of a written acceptance of an order or of issue of an invoice, shall only be valid if in writing and signed by an authorised representative of the Seller.
- 4.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 4.6 Sales literature, price lists and other documents issued or published (whether in hard copy or electronic form) by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.
- 4.7 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued or published by the Seller shall be subject to correction without any liability on the part of the Seller.
- 4.8 The Seller's employees or agents are not authorised to make any representations or claims concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of or failure to fulfil, any such representations or claims which are not so confirmed.

5. Specifications

- 5.1 The specifications for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order and the variations are expressly accepted by the Seller.
- 5.2 The Seller reserves the right to make any changes in the specifications of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where changes to those specifications do not materially adversely affect the quality or performance of the Goods.
- 5.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and the contents shall not be binding on the Seller.
- 5.4 The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or, where the Goods are supplied in outer packages containing a specified number of units, then in multiples of that specified number. Orders received for quantities other than these will be adjusted to the nearest multiple accordingly.

6. Price

- 6.1 Prices for goods or services shall be Rafterton's prices in USD (US American dollars) on the date of sale as agreed by Rafterton in writing, unless another currency is specified in the contract
- 6.2 Prices do not include any taxes, duties, fees, costs or charges payable on the transaction, such as VAT., transportation levies, import duties and customs fees.
- 6.3 All such costs and charges must be borne by the Customer, except where otherwise provided by the applicable Incoterm agreed in writing, provided that increases in any such costs or charges affecting transport or otherwise required by law can nonetheless be added to the Customer's

invoice.

- 6.4 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions).
- 6.5 Port surcharges and other incidental charges are not included in the freight rate and will be for the Buyer's account.
- 6.6 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned at the Buyer's expense undamaged to the Seller.

7. Payment

- 7.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall on or at any time after despatch of the Goods invoice the Buyer for the price and all other sums due in respect of the sale and delivery of the Goods
- 7.2 Invoices are based on the quantity and condition of Goods and at weights established by the Seller when the Goods leave the Seller's factory or warehouse.
- 7.3 All payments of the price shall be made to the Seller in the currency stated in the Contract at its office as indicated on the form of acceptance or invoice issued by the Seller without any deduction credit or set off whatsoever.
- 7.4 If Customer fails to observe the due date of payment, Rafterton reserves the right to charge interest at the rate allowed by the contract on any overdue accounts from the date payment is due, not being less in any case than one and a half times the legal rate of interest, and to recover reasonable compensation for all recovery costs
- 7.5 If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to the Seller, the Buyer shall increase the sum it pays to the Seller by the amount necessary to leave the Seller with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

8. Delivery

- 8.1 The dates for shipment or delivery of goods or carrying out a service are estimates only, and Rafterton has no obligation to a specific time for performance, unless agreed by Rafterton in writing.
- 8.2 If Customer fails to take delivery of the goods or to allow the service to be carried out at the time agreed in writing, Customer shall be obliged to effect payment in full for the goods or service
- 8.3 Delivery of the Goods shall take place and risk in the Goods will pass in accordance with Incoterms where applicable, otherwise delivery of the Goods shall be made:
 - 8.3.1 by the Seller tendering bills or other appropriate documents of lading, or
 - 8.3.2 by delivering the Goods to the place specified in the Buyer's orders, or
 - 8.3.3 by the Buyer's acceptance at the location to which the Goods are to be delivered by the Seller, or
- 8.4 On delivery, the Seller (or its appointed carrier) shall provide the Buyer with such necessary export documents (including any necessary customs declarations or export licences) which the Buyer is unable to prepare or provide.
- 8.5 Unless otherwise agreed in writing by the Buyer and the Seller, shipment and insurance of all Goods ordered F.O.B. or F.C.A. will be arranged by the Seller on behalf of the Buyer and all charges shall be paid by the Buyer.
- 8.6 The Seller shall endeavour to comply with the shipping instructions given by the Buyer with its order for the Goods but the Seller reserves the right to make part shipments and to ship by vessels of the Seller's choice from any port in the United Kingdom or elsewhere.

9. Warranties; defects or non-conformity

- 9.1 Rafterton warrants that the goods or service supplied shall conform to the specifications in the contract.
- 9.2 All other warranties of any kind, express or implied, including fitness for a particular purpose, are expressly excluded to the maximum extent permitted by applicable law.
- 9.3 All drawings, illustrations contained in any brochures or publicity are indicative only and not binding unless specifically stated in the contract
- 9.4 Customer must inform Rafterton in writing within 30 days of delivery of goods or of performance of services of any claimed nonconformity of the goods with the specifications or defects in the performance of services. If Customer fails to do so, he will be deemed to have accepted the goods and/or service.
- 9.5 If non-conformity or defect is proved to the reasonable satisfaction of Rafterton at Rafterton's option, the goods shall either be replaced or reworked free of charge, or the defects shall be corrected in the case of services, or Rafterton at its sole option may reimburse the Customer in full or in part for the goods or services in relation to the extent of such non-conformity.

10. Risk And Property

- 10.1 Risk of damage to or loss of the Goods shall pass to the Buyer in accordance with the relevant provision of Incoterms.
- 10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

11. Assignment

- 11.1 The Seller may assign the Contract or any part of it to any person.
- 11.2 The Buyer shall not be entitled to assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under the Contract or any part of it without the prior written consent of the Seller.

12. Warranties And Liability

- 12.1 Rafterton's total liability and the Customer's exclusive remedy for any cause of action arising out of or in connection with the performance of the contract, including but not limited to breach of warranty, negligence or otherwise, are expressly limited to the cost of the goods or services sold or delivered from which the loss or damages arises, all indirect, incidental, consequential, aggravated or punitive damages of any kind being expressly excluded.
- 12.2 Subject to the conditions set out below the Seller warrants that the Goods will comply in all material respects with their specifications at the time of delivery and will be of satisfactory quality. Any failure to comply with this warranty is referred to in these Conditions as a "defect".
- 12.3 The Buyer shall be responsible for arranging for proper testing and inspection of the Goods as per contract terms.

13. Limitation of Liability

- 13.1 The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
 - 13.1.1 any breach of these Conditions;
 - 13.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - 13.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 13.2 Nothing in these Conditions excludes or limits the liability of the Seller:
 - 13.2.1 for death or personal injury caused by the Seller's negligence; or

13.2.2 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or

13.2.3 for fraud or fraudulent misrepresentation.

14. Confidentiality, Publications and Endorsements

14.1 The Buyer undertakes to the Seller that the Buyer will regard as confidential the Contract and all information obtained by the Buyer relating to the business, affairs, customers, clients, suppliers and/or products of the Seller;

14.2 This Condition shall survive the termination of the Contract.

15. Data Protection

The Seller will only collect, process and use the Buyer's personal data as set out in the Seller's Personal Data Policy available on Rafterton's website (www.rafterton.co.uk).

16. Law and jurisdiction

16.1 The laws of England and Wales shall govern the interpretation, performance and enforcement of the contract, with the exception of its conflict of laws principles and the GDPR, which shall continue to apply even after the Brexit. The United Nations Convention on contracts for the International Sale of Goods, concluded at Vienna on 11th of April 1980, shall not be applicable.

16.2 . Any dispute in connection with or arising out of the contract in the absence of an amicable resolution shall be subject to the exclusive jurisdiction of the courts of England and Wales, subject to Chemviron's reservation of the right to bring the dispute at its sole option under such law before the courts of competent jurisdiction in the country of the Customer's principal place of business.

17. Communication

All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or by e-mail and in case of communications to:

17.1 the Seller, to its registered office or email address or such changed postal address or email address as shall be notified to the Buyer by the Seller; or

17.2 to the Buyer, to the registered office of the addressee (if it is a company) or (in any other case) to any postal or email address of the Buyer set out in any document which forms part of the Contract or such other postal or email address as shall be notified to the Seller by the Buyer.

18. Force Majeure

18.1 In the event that either party is prevented from or delayed in fulfilling its obligations under the Contract by reason of any supervening event, circumstance or cause beyond its reasonable control including but not limited to war, national emergency, acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, pandemic flood, fire, tempest, earthquake, import or export regulations or embargoes, strike or lockout (subject to Sub-clause 19.2) or any similar or dissimilar event, circumstance or cause, the party shall not be deemed to be in breach of its obligations under the Contract. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

19. Buyer's Duty To Comply With Import Legislation And Regulations

19.1 The Buyer shall be responsible at its own cost for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

19.2 The Buyer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Seller, the Buyer shall make those licences and consents available to the Seller prior to the relevant shipment.

19.3 The Seller shall assist the Buyer to obtain such customs declarations as are necessary.