



Hampton Park West  
Semington Road  
Melksham,  
SN12 6NB, UK

#### CONDITIONS OF BUSINESS

1. In these conditions ("these Conditions") unless the context otherwise requires:
  - (a) 'ARTIS' means Avon Polymer Products Limited (company number 00149360) whose registered office is at Hampton Park West, Semington Road, Melksham SN12 6NB, acting through ARTIS with its place of business at Hampton Park West, Semington Road, Melksham SN12 6NB.
  - (b) 'the Client' means the person, firm or company accepting a Proposal (or similar document) of ARTIS for the supply of Services;
  - (c) 'Services' means the technical services to be supplied by ARTIS in accordance with these Conditions and specified in the Proposal;
  - (d) 'Proposal' means a quotation (or similar document) of ARTIS for the supply of services which is accepted by the Client or an order for the supply of services which is accepted by ARTIS, and for the avoidance of doubt an "order" for these purposes includes an order completed over the telephone, via e-mail or on-line via ARTIS's website;
  - (e) 'Contract' means together the Proposal and these Conditions;
  - (f) 'Intellectual Property' means all copyright, patents, trade marks, design rights, know-how and other industrial or intellectual property of any kind whatsoever whether registered or capable of registration or not, in any part of the world and including all applications and the right to apply for any of the foregoing rights ("Intellectual Property") on or subsisting in or in relation to the Services
2. ARTIS shall supply and the Client shall purchase the Services in accordance with the Proposal, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions. In the event of inconsistency between these Conditions and any special conditions contained in the Proposal, such special conditions shall prevail. No conduct by ARTIS shall be deemed to constitute acceptance of any terms put forward by the Client.
3. The Client shall:
  - (a) make a full disclosure to ARTIS of all information and material that ARTIS reasonably requires in order to perform its obligations under the Contract;
  - (b) ensure that such information and material is true, accurate and complete in all respects and does not infringe any rights of any third party; and
  - (c) indemnify ARTIS (and keep it indemnified) against all costs, claims, losses, expenses and other liabilities arising out of or in connection with any breach by the Client of its obligations in this clause.
4. Either party may cancel the Contract on giving 30 days notice in writing to the other on condition that all loss, costs (including the costs of all labour and materials used) and expenses incurred by ARTIS up to the time of cancellation will be paid by the Client.
5. The prices payable in respect of the supply of the Services shall be those stated in the Proposal. All prices stated in any quotation given by ARTIS, but not yet agreed by the Client, are valid for 30 days only, after which time they may be altered by ARTIS without giving notice to the Client. Unless otherwise agreed in writing, all prices exclude any VAT or other applicable sales tax.
6. If at any time the Client requests a change in delivery dates, quantities or specifications for the Services, or ARTIS suffers any delay caused by any instructions of the Client or failure of the Client to give ARTIS adequate information or instructions, then ARTIS may accordingly increase the price payable for the Services or extend the time for their delivery.
7. The time for completion of the Services is given as accurately as possible but is not guaranteed. Any estimate of the date for completion of the Services shall in every case be dependent upon prompt receipt of all necessary information, instructions or approvals from the Client.
8. Unless otherwise agreed in writing, ARTIS shall be entitled to invoice the Client for the price of the Services on the date or dates specified in the Proposal, or where no such dates are specified, on completion of the Services or monthly in arrears, whichever is the earlier.



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9. The Client shall pay the price of the Services, unless other payment terms have been agreed in writing with ARTIS, by the end of the month following the month in which ARTIS's invoice is submitted and all such payments shall in any event be made without set-off, counterclaim or deduction of any kind.
10. If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to ARTIS, ARTIS shall be entitled to:
  - (a) terminate the Contract or suspend the provision of any further Services to the Client; and/or
  - (b) charge the Client interest on the amount unpaid, such interest to accrue on a daily basis at the rate of 8 per cent per annum above HSBC Bank base rate from time to time from the due date until the date of actual payment.
11. ARTIS warrants to the Client that it shall provide the Services using all reasonable care and skill and, as far as reasonably possible, in accordance with any specification (as stated in the Proposal or otherwise agreed in writing by ARTIS) provided:
  - (a) that ARTIS shall not be liable to the Client for any loss, damage, costs, expenses or other claims for compensation arising out of or in connection with any breach by the Client of its obligations under the Contract; and
  - (b) any claim in respect of a breach of such warranty shall be made within twelve (12) months of the date on which the provision of the Services was completed, failing which all liability in respect of such claim shall be excluded.
12. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
13. ARTIS shall not be liable to the Client by reason of any negligence or any other tortious action or any representation (unless fraudulent), or any implied warranty, condition or other term, or under the express terms of the Contract, for any loss of anticipated revenue or savings, loss of profits, loss of business opportunities, loss of goodwill or damage to reputation or any indirect, special or consequential loss or damage, costs, expenses or other such claims for compensation whatsoever (whether caused by the negligence of ARTIS, its employees or agents or otherwise) which arises out of or in connection with the Contract, except as expressly provided in these Conditions.
14. The entire liability of ARTIS in respect of any and all claims made against it by the Client under or in connection with the Contract shall not exceed the total price payable under the Contract, except as expressly provided in these Conditions.
15. ARTIS shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of ARTIS's obligations under the Contract if the delay or failure was due to any circumstances beyond ARTIS' reasonable control, including (but not limited to) act of God, explosion, flood, tempest, fire, accident, terrorism, war or civil disturbance, governmental act or prohibition, import or export embargoes, strikes, lock-outs or other industrial action (whether involving employees of ARTIS or of a third party), difficulties in obtaining raw materials, labour, fuel, parts of machinery, power failure or machinery breakdown.
16. Nothing in these Conditions shall operate to limit or exclude ARTIS's liability to the Client for death or personal injury caused by the negligence of ARTIS, its employees, agents or subcontractors or by fraud (including, but not limited to, fraudulent misrepresentation).
17. All data, information and reports are produced for the benefit of the addressee only. ARTIS accepts no liability arising from unauthorised use of such information or reports by a third party.
18. The Client shall not reproduce or abstract any report or use the name of ARTIS either expressly or by implication in any of its advertising or sales promotional material without the prior written consent of an authorised representative of ARTIS. All Intellectual Property of whatever kind newly created or developed by Avon in the course of providing the Services shall remain the absolute property of the Client.



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19. If the Client commits any material breach of this Contract or if any distress or execution is levied on the Client's property or assets or if the Client makes or offers to make any arrangement or composition with creditors or (being an individual) commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against him or (being a corporate body) any resolution or petition to wind up its business (other than for the purpose of solvent amalgamation or reconstruction) is passed or presented or the Client enters administration, or if a receiver of the Client's undertaking, property or assets or any part thereof is appointed or the Client ceases or threatens to cease carrying on business or ARTIS reasonably anticipates that any of the foregoing events (or anything analogous to any of them under the laws of any jurisdiction) is about to occur, ARTIS shall be entitled (but without prejudice to any other right or remedy available to it) immediately to terminate the Contract or suspend any further provision of Services and if any of the Services provided, but not paid for, the price payable by the Client under the Contract shall become immediately due and payable.
20. The Client shall not be entitled to assign or sub-contract or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of ARTIS.
21. No delay or failure on the part of any party in enforcing any provision in the Contract shall be deemed to be a waiver or create a precedent or in any way prejudice any party's rights under the Contract. The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law.
22. The Contract constitutes the entire agreement and understanding between the parties with respect to its subject matter and the terms of the Contract shall supersede any previous agreements. Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy and waives all rights in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract as a warranty or representation. The only remedy available to it for breach of such warranties or representations shall be for breach of contract under the terms of the Contract.
23. No variation to the Contract shall be effective unless made in writing and signed by or on behalf of the parties.
24. Nothing in the Contract is intended to confer on any person any right to enforce any term of the Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
25. If any provision in the Contract is declared void or unenforceable by any court or other body of competent jurisdiction or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of the Contract not affected by such invalidity or unenforceability shall remain in full force and effect.
26. The construction, validity and performance of the Contract shall be governed by the law of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.