CONDITIONS OF SALE

1. GENERAL

These conditions of sale comprise the basis on which Fuchs offers Goods for sale and in any resulting contract will take precedence over the Buyer's conditions of purchase. No variation or addition to, or deletion from these conditions of sale shall be effective unless in writing and signed by a duly authorised officer of Fuchs. Where an order for Goods is to be delivered in instalments, each instalment shall comprise a separate contract. Any relaxation or concession that may be granted by Fuchs shall not invalidate, impair nor compromise these conditions of sale nor any of them and shall in no way effect or prejudice Fuchs strict rights hereunder. In these conditions of sale:

'Fuchs'	shall be Fuchs Lubricants (UK) plc whose registered office is at New Century Street, Hanley, Stoke on Trent, ST1 5HU
'Buyer'	shall be the person, firm, company or corporation by whom the order is placed or with whom the contract is made.
'Goods'	shall be all or any part of the material supplied by Fuchs to the Buyer under the contract.

The term 'Contract' shall relate to both long-term contractual agreement and to individual orders.

Any 'Contract' shall be personal between the Buyer and Fuchs and may not be assigned by either party without the other party's written consent. Fuchs reserves the right to set off against any amount due from it to the Buyer any debt due from the Buyer to Fuchs or to any associated subsidiary company of Fuchs.

2. PRICE

Goods will be invoiced at the price ruling on the date of order. Prices will be subject where applicable to VAT, Excise Duty, and any other Government Tax or Duty. Orders below £300 may be subject to a small order handling charge. Fuchs reserves the right to vary prices at any time without notice.

3. PAYMENT

Fuchs may require the Buyer to pay cash on or before despatch of the Goods or to provide security satisfaction to Fuchs. Otherwise payment is due to be made by the Buyer without right of set-off or counterclaim so as to be received by Fuchs at its registered office not later than the twentieth day of the month following the month of the invoice, unless otherwise stipulated by Fuchs and/or agreed in writing by Fuchs. Any credit terms given by Fuchs may be terminated at any time without notice. If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to Fuchs, Fuchs may:

3.1 cancel the contract or suspend any further deliveries to the Buyer under any contract

3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

3.3 charge interest both before and after judgment on overdue accounts at the rate of up to three per cent (3%) per annum above the base lending rate for the time being of the HSBC PLC, such interest being calculated from the due date for payment until the date on which payment is received by Fuchs. Such interest shall be payable on demand.

4. QUALITY AND PURPOSE

Fuchs warrants that the Goods shall comply with Fuchs specification for the Goods in question as current from time to time unless otherwise agreed. All other warranties or conditions as to quality or description (statutory or otherwise) are excluded, except in so far as such exclusion is prevented by law. Goods sold as sub-standard are warranted only to comply in general terms with Fuchs description or sample. Fuchs liability in tort for any loss or damage (other than death or personal injury) arising (whether or not from Fuchs own negligence) directly or indirectly out of the supply or use of the Goods, or of the packages, pallets or containers by which the Goods are delivered, shall be limited to the invoiced value of the delivery from which the loss or damage arises. In no circumstances will Fuchs be liable for any indirect or consequential loss or damage no matter how so arising.

5. MEASUREMENTS AND DELIVERIES

Fuchs may deliver against the Buyer's order an excess or deficiency of up to 10% of the weight or volume ordered, and the Buyer shall pay for the amount actually delivered, unless otherwise agreed. Fuchs measurement of quantity shall be accepted by the Buyer. Any delivery which Fuchs procures to be made shall be treated as a delivery by Fuchs. Acceptance of the Buyer's order is subject to supplies being available and unsold. While every attempt is made to meet stated delivery dates Fuchs accepts no liability for loss or damage resulting from early or late delivery.

Where Goods are collected, any collection vehicle or other container provided by the Buyer or its agents must comply with all relevant legislation and regulations (including Health and Safety) and with any orders of practice normally observed by Fuchs. Notwithstanding that Fuchs may inspect such containers and deliver into them, Fuchs shall in no circumstances be responsible for their suitability or condition nor liable for any damage or loss resulting from their use. In the case of Goods to be collected from Fuchs the point of delivery shall occur as the containers (if any) are loaded on the collection vehicle or as the Goods shall pass out of the delivery line of Fuchs' storage vessel as the case may be.

In the case of Goods to be delivered to an address in the United Kingdom the point of delivery shall occur as the containers (if any) shall have been removed from the transporting vehicle at such address or as the Goods shall have passed out of the flexible hose or delivery line of the vehicle out of which delivery is effected as the case may be.

Any claim for damage or part loss must be made in writing by the Buyer and posted to Fuchs within two days of the delivery, any other claim, including total loss of the consignment must be in writing and posted to Fuchs within twenty-one days of delivery of despatch date shown. Fuchs will not entertain claims made after these dates and in absence of such notification of Goods shall be deemed to have been delivered complete and in a satisfactory condition and the risk transferred to the Buyer.

6. CONTAINERS

Where the contract stipulates Goods to be supplied in a returnable IBC or where Goods are delivered on pallets, a deposit may be charged at the time of supply for each returnable IBC or pallet, this deposit being credited when IBC/pallets are returned in good condition within a period of no more than 12 months and free of Goods. No credit will be given for the return of containers if in the opinion of Fuchs the container is in an irreparable condition. The deposit charge is made to secure the return of the IBC/pallets and payment is due with the account for the Goods contained therein. Fuchs reserve the right to charge for all Goods supplied in a returnable IBC where a deposit has not been charged or returned within a period of 12 months or in the opinion of Fuchs, returned in an irreparable condition or not free of Goods.

7. PASSING OF PROPERTY AND RISK

The risk in the Goods shall pass to the Buyer at the point of delivery as defined in Clause 5 above, and Fuchs shall be entitled to treat the risk as having been passed if the Buyer fails to take delivery of the Goods when delivery falls due. Notwithstanding delivery, the property in the Goods shall remain vested in Fuchs until the Buyer has paid for them in full as well as all other sums due to Fuchs. In the period from the delivery of the Goods down to such payment the Buyer holds the Goods as a bailee for Fuchs and shall store the Goods in such a way as they may be clearly identified as the property of Fuchs.

Should payment of any invoice become overdue or should the Buyer become insolvent, go into liquidation, have a winding up order made against it or have an administrator or administrative receiver appointed over its assets, income or any part thereof or enter into an arrangement with its creditors, all sums owed to Fuchs shall become immediately due and payable and Fuchs shall be entitled to recover the Goods and may enter upon the Buyer's premises for that purpose.

8. BUYERS WARRANTY

The Buyer undertakes to provide adequate and proper facilities for the reception and storage of the Goods and warrants that those facilities comply with all relevant statutes and regulations (including Health and Safety Regulations) and that all necessary permits and licences have been obtained. The Buyer further undertakes that all returnable pallets and containers will be returned to the Seller clean and in good condition.

9. FORCE MAJEURE

9.1 Fuchs 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 of Goods by Fuchs being prevented, hindered, delayed or rendered uneconomic by reason or circumstance or events beyond Fuchs reasonable control including but not limited to Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance or unavailability of raw material such as components from normal sources.

9.2 If due to such circumstances or events Fuchs has insufficient stocks to meet all its commitments Fuchs may apportion available stocks between its customers at its sole discretion.

GOVERNING LAW

The contract shall be governed by and construed in accordance with the Laws of England and the parties hereby submit to the jurisdiction of the English Courts.

2023