

## CARBON LINK LTD T/A CPL ACTIVATED CARBONS: CONDITIONS OF SALE

### 1. GENERAL

In these conditions “the company” means Carbon Link Ltd, trading as CPL Activated Carbons and “the customer” means the person or company in receipt of our goods and services. These conditions shall form the basis of the contract between the company and the customer and, notwithstanding anything to the contrary in the customer’s conditions of purchase or in previous correspondence, these conditions shall apply except so far as expressly agreed in writing by an authorised officer of the company.

### 2. TERMS OF SALE

The goods are sold by description or trade name only and in the absence of written agreement, no warranty that the goods are fit for any particular purpose is given or is to be implied.

The weights or quantities, samples and analyses as ascertained by, or on behalf of, the company and notified to the customer shall be conclusive unless proven otherwise. Any quotation made by the company is solely an invitation to treat.

### 3. DELIVERY

Unless otherwise agreed in writing, the company shall deliver the goods within the United Kingdom to the site notified by the customer, subject to there being adequate facilities for delivery and unloading at that site. The customer shall provide, during normal working hours, such labour and facilities as are necessary for unloading the goods with reasonable dispatch on the day notified by the company for delivery.

The risk in the goods will pass to the customer at the time of dispatch and will be at the customer’s risk during transit unloading and thereafter.

The customer shall note any claim for short delivery or for damage to the goods at the time of delivery and shall confirm any claim in this respect in writing to the company’s Head Office within three working days from the date of delivery. Compliance with this requirement shall be a condition precedent to any claim for short delivery or damaged goods. If there is short delivery, the customer undertakes to accept the goods delivered as part performance of the contract.

The company undertakes to use reasonable endeavours to dispatch the goods on a promised

delivery date, but time of delivery shall not be of the essence of any contract entered into by the customer and the company.

Where the goods are not delivered by the company but by an independent carrier, delivery to the carrier shall be delivery to the customer.

If the customer fails to take delivery on the agreed delivery date, or if no delivery date has been agreed when the goods are ready for dispatch, the company shall be entitled to store and insure the goods and to charge the customer the reasonable cost of so doing.

### 4. TERMS OF PAYMENT

Unless otherwise agreed, the customer shall pay for the goods within thirty days of the date of invoice save where the customer has no trading account with the company or cannot supply suitable trade references, in which case payment for the goods shall be made at the time of order. If payment, or any part thereof, is not made by the customer by the due date, the company shall be entitled: to charge interest on the outstanding amount at the rate of 4% per annum above National Westminster Bank plc base rate accruing daily; to require payments in advance of delivery of undelivered goods; to refuse to make delivery of any undelivered goods, whether ordered under the contract or not, and without incurring any liability whatever to the buyer for non-deliver or delay in delivery.

The customer shall pay all accounts in full and not exercise any rights of set-off or counterclaim against invoices submitted.

### 5. RETENTION OF TITLE

Ownership of the goods delivered by the company shall only be transferred to the customer when the customer has paid all sums owing to the company, on whatever grounds, in full. Until payment is made, the customer shall store the goods in such a way as to be identifiable from other goods and to show that they remain the property of the company.

## 6. TERMINATION

The company shall be entitled to terminate any contract with the customer by written notice in the following circumstance:

If any payment due under the terms of contract and these conditions have not been paid within seven days after the service by the company on the customer of a written demand for payment. If the customer fails to take delivery of the goods within seven days of service by the company of written notice requiring the acceptance of delivery.

If the customer (being a company) has had a Receiver or Administrator appointed over its undertaking or any part thereof or has entered into liquidation, whether voluntary or compulsory (except a voluntary liquidation for the purpose only of reconstruction or amalgamation), or if the customer (being an individual or partnership) has committed an act of bankruptcy or has made any arrangement or composition with his creditors or otherwise take the benefit of any Act for the time being in force for the relief of insolvent debtors or has suffered or allowed any execution whether legal or equitable to be levied on his property or obtained against him.

In the event of termination of the contract the customer shall immediately pay the company for all goods delivered and for any cost (including legal cost) incurred by the company as a result of the termination.

## 7. VARIATIONS

All quotations and estimates issued by the company are, unless otherwise stated, based on current costs and are subject to amendment on or after acceptance to meet any recognised rise in such costs. In any event, all quotations issued by the company shall remain open for acceptance by the customer only for the period stated in the quotation.

All quotations and estimates are subject to amendment on or after acceptance as a result of any increase in taxes, duties or levies in respect of the goods.

The company reserves the right to amend the specification of the goods in the light of changes in technology and/or in the nature of sources of the goods or raw materials.

## 8. CLAIMS

Under no circumstances whatsoever shall the company become liable in respect of the use or application of the goods by the customer.

The company shall not entertain any claim for any short delivery of, or damage to, the goods unless it is made in writing by the customer within three working days from the date of delivery.

Within a reasonable time of delivery the customer shall carry out a thorough inspection of the goods and shall give written notification to the company forthwith of any alleged defect in quality, specification or composition of the goods and shall give the company a reasonable opportunity to inspect the allegedly defective goods. In the event of the goods or any part of them being proven to be defective as alleged, the liability of the company shall be limited to the replacement of the defective goods or for the invoice value of the defective goods at the company's option. Under no circumstances whatsoever shall the company be liable for any consequential loss or damage howsoever caused.

## 9. REPRESENTATIONS

No servant or agent of the company has power to vary these conditions orally nor to make representations as to the condition, fitness, quality specification properties or applications of the goods supplied or as to any other matter. The company shall not be liable for any such statements or representations.

## 10. NOTICES

Any notice served in accordance with these conditions shall be deemed properly served if given in writing and delivered personally or sent by letter (or facsimile) to the intended recipient's registered office or last known trading address.

## 11. GOVERNING LAW

The contract shall be deemed to have been made in England and shall be subject to the jurisdiction of the English courts.

## CPL Activated Carbons – Rental Agreement

These standard terms and conditions shall apply to the lease of all Equipment from the Lessor to the Hirer.

### Definitions

**Lease Schedule** means the document describing the Equipment, the Rent, the Hire Period and all similar terms.

**Lessor** means Carbon Link Limited of Westthorpe Fields Road, Killamarsh, Sheffield, S21 1TZ (company number 02504167), trading as CPL Activated Carbons.

**Hirer** means the company leasing the Equipment.

**Hire Period** means the duration of time for which the Hirer has agreed to rent the Equipment as more particularly set out in the Lease Schedule.

**The Equipment** means the equipment identified on the Lease Schedule (including all components, parts, records, manuals, replacements, additions and renewals of it).

**Rent** means the amount payable by the Hirer to the Lessor for the lease of the Equipment as more particularly identified in the Lease Schedule.

### Hire and quiet enjoyment

1. The Hirer agrees to hire the Equipment from the Lessor for the Hire Period.
2. The Lessor agrees that while the Hirer pays the Rent and performs the Hirer's obligations under this Agreement, the Hirer may keep possession of the Equipment for the Hire Period and may use it without interruption from the Lessor.
3. The Lessor shall deliver the Equipment to the Hirer's location as specified in the Lease Schedule by such date as may be agreed in writing between the parties.
4. Upon accepting delivery of the Equipment, the Hirer agrees to be bound by these terms and conditions.

### Lessor's promises about the Equipment

5. The Lessor promises the Hirer that the Equipment is of satisfactory quality.

6. The Lessor promises the Hirer that it will use reasonable endeavours to repair, free of charge, any material defect in the Equipment which manifests itself within the first 4 days from delivery of the Equipment, but on the conditions that:

(a) the Hirer has notified the Lessor of any defect in writing within 1 day of the defects becoming manifest

(b) the Lessor has been permitted to make a full examination of the Equipment and the alleged defect;

(c) the defect did not become manifest because of any of anything done to the Equipment by any person other than the Lessor's authorised personnel; and

(d) the defect is directly attributable to defective material, workmanship or design.

7. The Lessor shall allow an appropriate reduction in the Rent for each Working Day on which the Equipment is not fully available because of any breach of this clause (this shall be the Hirer's sole remedy for a breach of this clause).

### Payment

8. The Hirer promises the Lessor that the Hirer will:
  - a) pay the Rent punctually without any deduction, counterclaim, or set-off (whether at law or in equity); and
  - b) pay all other money under this Agreement at the times and in the manner specified in this Agreement.
9. The Hirer shall pay the first month's Rent in advance and monthly thereafter on the anniversary of the commencement date (and as specified in the Lease Schedule).

### Use of the Equipment

10. The Hirer warrants to the Lessor that the Hirer will use the Equipment:
  - (a) in a skilful and proper manner;
  - (b) in accordance with any operating instructions issued for it; and
  - (c) in accordance with any relevant legislation.

11. The Hirer warrants and represents to the Lessor that it will keep the Equipment:
    - (a) in good repair, condition, and working order;
    - (b) properly serviced and maintained; and
    - (c) fitted with any appropriate new parts when repair of any part is not reasonably practicable.
  12. The Hirer warrants and represents to the Lessor that it will maintain accurate and complete records about the Equipment, and its (a) use; (b) operation; (c) maintenance; (d) servicing and (e) repair. The Hirer will allow the Lessor to inspect and take copies of the records maintained by it and will provide those records to the Hirer at the end of the period of hire.
  13. The Hirer shall be responsible for ensuring that there is a suitable location for the Equipment so that it can be loaded and unloaded safely and effectively and without hindrance.
  14. The Hirer shall be responsible for ensuring there are suitable utilities available in order to be able to operate the Equipment. All costs and expenses associated with such utilities shall be for the account of the Hirer.
  15. Unless otherwise agreed with the Lessor, the Hirer shall only use the Equipment in conjunction with products authorised by the Lessor.
  16. Following reasonable prior notice given by the Lessor to the Hirer, the Hirer grants the Lessor a right of access to the location(s) where the Equipment is present in order for the Lessor and its agents to inspect, test, repair or replace the Equipment. The Hirer shall not prevent or hinder the Lessor from exercising its rights of access.
  17. The Hirer shall ensure that the Equipment is kept in a safe and secure location and shall keep the Lessor informed at all times of the location of the Equipment.
  18. The Hirer shall be liable and responsible for all loss or damage to the Equipment caused by the Hirer's negligence or misuse.
  19. In the event the Lessor is prevented from either delivering or collecting the Equipment, by reason of the Hirer's acts or omissions, the Hirer shall be liable to pay the Lessor's standard waiting fees and charges (such charges being available upon request from the Lessor).
  20. The Hirer shall be responsible for the operation of the Equipment. The Hirer shall ensure that its personnel are appropriately trained in the use of the Equipment.
  21. The Hirer shall ensure that there are safe systems of work in place for the operation and maintenance of the Equipment.
  22. The Hirer shall be responsible for obtaining and maintaining any licences or consents as are necessary to have, use and operate the Equipment.
  23. The Hirer shall not alter or amend any markings or logos on the Equipment and the Hirer may not add any name plates, designs, logos or any other writing or device to the Equipment without the Lessor's prior written consent.
  24. The Equipment shall not be re-hired, sub-let, or lent to any third party without the prior written consent of the Lessor.
  25. The Equipment shall not be moved from the site to which it was delivered or consigned without the prior written consent of the Lessor.
  26. If, during the Hire Period, the Lessor decides that urgent repairs to the Equipment are necessary, the Lessor may arrange for such repairs to be carried out on site or at any location of his nomination.
  27. The Hirer shall comply with all laws, regulations and guidance in relation to the use of the Equipment.
- ### The Business of the Hirer
28. The Hirer warrants and represents to the Lessor that the Hirer will not do anything that leads any person to attempt to seize, distrain, take possession of, or to attempt to execute any civil recovery or judgement on the Equipment.
- ### Ownership
29. The Hirer acknowledges that:
    - a) The Lessor will at all times retain the ownership of the Equipment; and
    - b) The Hirer will have no right of ownership in the Equipment.
  30. Whether or not the Equipment has been affixed to any land:
    - a) the Lessor will continue to be the owner of the Equipment; and
    - b) the Equipment will remain the personal chattels of the Lessor.

## Insurance

31. The Hirer shall keep the Equipment insured:
- (a) for its replacement value;
  - (b) against all risks on a comprehensive policy without restriction or excess;
  - (c) with substantial and reputable insurers in the United Kingdom.
32. The Hirer shall keep the Lessor and the Hirer insured as joint insured.
33. The Hirer shall produce the insurance policy (with proof that the premiums have been paid) to the Lessor on request.
34. The Hirer will indemnify the Lessor against all loss or damage to the Equipment that happens before the Lessor has retaken physical possession of the Equipment to the extent that the Supplier is not indemnified by the insurance money.

## Indemnity

35. The Hirer will indemnify the Supplier against all loss, actions, claims, demands, proceedings (whether criminal or civil), costs, legal expenses, liabilities, judgements and damages or other sanctions whenever arising, directly or indirectly, from the Hirer's failure or alleged failure to perform its obligations under this Agreement

## Return of the Equipment

36. The Hirer will deliver the Equipment to the Supplier at the end of the Hire Period at such address in Great Britain as the Supplier has then notified to the Hirer or, if so notified in writing by the Lessor, allow the Lessor to collect the Equipment.

## Defaults and Liability

37. The Hirer acknowledges that the Lessor will not have any liability to the Hirer:
- (a) for any loss because the Equipment is unusable;
  - (b) to supply any replacement Equipment during any period when it is unusable;
  - (c) for any loss because of the Lessor lawfully terminating the hiring or retaking possession of the Equipment after breach of this Agreement by the Hirer.
38. The Lessor shall not be liable or responsible (whether under contract, tort or statutory duty) to the Hirer for:
- (a) any loss of profit;
  - (b) any loss of sales;
  - (c) any loss of production;

- (d) any loss or damage to goodwill or reputation;
  - (e) any loss of contract;
- (whether such aforementioned losses are direct or indirect losses)
- (e) any indirect, special or consequential loss.

39. The Lessor's maximum aggregate liability in relation to the hire of the Equipment shall be capped at the Rent paid by the Hirer to the Lessor.

40. The exclusions of liability in this clause do not apply to:
- (a) death or personal injury caused by negligence on the part of the Lessor; or
  - (b) fraud on the part of the Lessor.

41. The Lessor may terminate the hiring under this Agreement on the occurrence of any of the following events:

- (a) the Hirer does not pay any money under this Agreement at the times and in the manner required by this Agreement;
- (b) any breach of any of the Hirer's obligations under this Agreement (not remedied within 7 days after having been given written notice of the breach to the extent it is remediable);
- (c) any of these things happening to the Hirer:
  - i. liquidation;
  - ii. winding up;
  - iii. made the subject of a petition for winding up or a resolution for voluntary winding up (otherwise than for a *bona fide* solvent reconstruction);
  - iv. a petition for the appointment of an administrator or the appointment of either or both a receiver or administrative receiver;
  - v. a meeting of its creditors;
  - vi. distress;
  - vii. civil recovery; or
  - viii. anything similar in any jurisdiction that is not England & Wales.

42. Where not terminated earlier, the Hire of the Equipment shall come to an end in accordance with the Lease Schedule, or where the hire continues beyond the term in the Lease Schedule, upon the expiry of 7 days' written notice to the Hirer by the Lessor.

43. The Hirer shall provide at least seven clear days' written notice that it wishes to terminate the hire of the Equipment prior to the expiry of the Hire Period. This Agreement will terminate at the expiry of such notice.

## Consequences of termination

44. On termination of this Agreement, the Lessor's consent to the Hirer's possession of the Equipment will determine immediately and the Lessor will have the right to take possession of the Equipment wherever it may be.
45. On termination of this Agreement, the Hirer will pay to the Lessor:
- (a) any arrears of the Hire Fee;
  - (b) any damages for any breach of this Agreement; and
  - (c) the proper costs and expenses (including legal fees) incurred by the Lessor in or towards enforcing its rights under this Agreement.

## General

46. No delay or failure of the Supplier to exercise any right or remedy will constitute a waiver of it.
47. Any of the Supplier's rights or remedies may be enforced separately or concurrently with any other right or remedy at any time.
48. This Agreement is the entire agreement between the Supplier and the Hirer about its subject matter and replaces any earlier agreement between them about its subject matter.
49. No variation to this Agreement is to be deemed to be effective, unless it has been made in writing and signed on behalf of each of the Supplier and the Hirer.
50. Any written communication from the Supplier to the Hirer will be sufficiently served if sent by prepaid post or letter or delivered by hand either to:
- (a) the address of the Hirer;
  - (b) the registered office of the Hirer.
51. If sent by post or letter it will be deemed to have been received by the Hirer:
- (a) 48 hours after the time of posting; or
  - (b) at the date of delivery if delivered other than by post.
52. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.
53. This Agreement is to be governed and construed according to the law of England & Wales.
54. The Courts of England & Wales are to have exclusive jurisdiction over this Agreement and the Equipment.
55. If any court or competent authority finds that anything in this Agreement is invalid, illegal, or unenforceable then that thing is to be deemed to be deleted and the validity, legality, and enforceability of the other things in this Agreement will not be affected. If it would be valid, enforceable and legal if some part of it were deleted, then it is to apply with the minimum modification necessary to make it legal, valid, and enforceable.