TERMS AND CONDITIONS OF SALE

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Virdis Chemicals Ltd
167-169 Great Portland Street, London, England, W1W 5PF
Company No. 15842520 | VAT No. 471 7931 67 | EORI GB471793167000
www.virdischemicals.co.uk | info@virdischemicals.co.uk | orders@virdischemicals.co.uk

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1. Definitions and interpretation

1.1 The following definitions apply in these Conditions:

Applicable Law

All laws, regulations, regulatory requirements, binding codes, permits, licences, sanctions, export controls and court or governmental orders applicable to a party, the Goods, the Contract or the relevant transaction.

Business Day

A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Conditions

Rhese International Terms and Conditions of Sale, as amended only in accordance with clause 23.8.

Contract

The contract between the Supplier and the Customer for the sale and purchase of Goods, comprising the Order Confirmation, these Conditions and any document expressly incorporated by the Order Confirmation.

Customer

The person, firm or company purchasing the Goods from the Supplier.

Customer Default

Any act, omission, delay, inaccuracy or breach by the Customer that prevents, delays or increases the cost of the Supplier's performance.

Delivery Point

The named place, port, terminal, warehouse or other precise point stated in the Order Confirmation for the applicable Incoterms 2020 rule.

Force Majeure Event

An event described in clause 20.1.

Goods

The products, chemicals, compounds, masterbatches, additives, materials, packaging and any related items identified in the Order Confirmation.

Goods Specification

The description, specification, technical data sheet, agreed sample, certificate parameters or other written requirements expressly accepted by the Supplier in the Order Confirmation.

Incoterms 2020

The Incoterms 2020 rules published by the International Chamber of Commerce.

Order

The Customer's request to purchase Goods.

Order Confirmation

The Supplier's written acceptance of an Order, including by email, which identifies the Goods and the principal commercial terms.

Supplier

Virdis Chemicals Ltd, incorporated in England and Wales with company number 15842520.

Supplier Materials

All documents, samples, specifications, technical information, labels, Safety Data Sheets, certificates, designs and other materials supplied by or on behalf of the Supplier.

Sanctions

Trade, economic or financial sanctions, embargoes, restricted-party measures and related laws administered or enforced by the United Kingdom, United Nations or any other authority having jurisdiction over a party or the transaction.

Safety Data Sheet

A safety data sheet supplied for the Goods under Applicable Law.

Writing

Email and other legible and reproducible electronic communication, except where these Conditions expressly require another method.

1.2 A person includes an individual, company and other legal or commercial entity. References to legislation include amendments and subordinate legislation. "Including" and similar words are illustrative and do not limit the preceding words. A reference to a party includes its permitted successors and assigns.

1.3 Headings do not affect interpretation. If there is an inconsistency between documents forming the Contract, clause 2.6 applies.

2. Basis of Contract and order of precedence

2.1 An Order is an offer by the Customer to purchase the Goods subject to these Conditions. No Order binds the Supplier unless and until the Supplier issues an Order Confirmation.

2.2 The Contract is formed on the date of the Order Confirmation. Oral statements, acknowledgements of receipt, pro forma invoices, requests for payment, preliminary shipping arrangements and the issue of samples do not by themselves constitute acceptance.

2.3 These Conditions apply to the exclusion of any terms submitted, referred to or relied upon by the Customer, including terms in purchase orders, portals, acknowledgements, specifications or correspondence. Delivery, performance or acceptance of payment does not constitute acceptance of the Customer's terms.

2.4 A quotation is not an offer and may be withdrawn or revised before the Order Confirmation. Unless the quotation states otherwise, availability, freight, duty and lead times are estimates only.

2.5 No representation, description, sample, catalogue, website content, advertising or technical statement forms part of the Contract unless expressly incorporated in the Order Confirmation. Samples indicate general type and quality only, subject to normal commercial and manufacturing tolerances.

2.6 The order of precedence is: (a) any expressly agreed special conditions in the Order Confirmation; (b) the selected Incoterms 2020 rule, but only for matters governed by that rule; (c) these Conditions; and (d) other expressly incorporated documents. Title, payment, product compliance, remedies and liability remain governed by these Conditions unless expressly varied in the Order Confirmation.

2.7 The Customer confirms that it contracts wholly or mainly for business purposes and not as a consumer.

3. Goods, specifications and samples

3.1 The Goods shall conform in all material respects with the Goods Specification at the point at which risk passes under clause 6.

3.2 Unless stated otherwise in the Order Confirmation, analytical results, colours, dimensions, weights, particle size, concentration and other characteristics are subject to normal manufacturing, testing and commercial tolerances.

3.3 The Supplier may make changes required by Applicable Law or which do not materially reduce the quality or agreed performance of the Goods. The Supplier shall notify the Customer where a change materially affects the Goods Specification.

3.4 Where Goods are made, selected, labelled or packaged to a specification or instruction supplied by the Customer, the Customer warrants that the specification and instruction are complete, accurate, lawful and do not infringe third-party rights.

3.5 Unless expressly warranted in the Order Confirmation, the Supplier does not warrant that the Goods are suitable for a particular formulation, process, substrate, equipment, market, destination or end use. The Customer is responsible for trials, validation and determining suitability for its intended use.

3.6 Certificates of analysis relate only to the relevant lot or batch and to the test methods and parameters stated in the certificate.

4. Regulatory information and chemical compliance

4.1 Each party shall comply with Applicable Law relevant to the obligations allocated to it under the Contract.

4.2 The Supplier shall provide Safety Data Sheets, labels and regulatory information that it is legally required to provide for the Goods in the jurisdiction from which the Goods are supplied. Such information is based on the Goods as supplied and on information reasonably available to the Supplier at the relevant time.

4.3 The Customer is responsible for determining and maintaining compliance with laws applicable to the importation, placing on the market, storage, handling, processing, formulation, use, onward supply and disposal of the Goods in the destination country, except to the extent that Applicable Law expressly places the obligation on the Supplier.

4.4 Before placing an Order, the Customer shall notify the Supplier in writing of: (a) the destination country and final consignee; (b) the intended use and known end user; (c) any unusual transport, temperature, storage or handling requirement; and (d) any local registration, language, labelling, packaging, notification or permit requirement known to the Customer.

4.5 The Customer shall not alter, obscure, remove, replace or translate labels, batch codes, Safety Data Sheets, hazard information or regulatory markings without the Supplier's prior written consent, except to the extent required by Applicable Law. Any approved translation remains the Customer's responsibility unless supplied by the Supplier.

4.6 Where the Goods are dangerous goods for transport, each party shall perform the duties allocated to it by Applicable Law, the applicable mode of transport and the selected Incoterms 2020 rule. The Customer shall provide accurate information about any return, reconsignment or onward carriage arranged by it.

4.7 The Supplier may refuse, suspend or modify supply where it reasonably considers that a regulatory approval, registration, notification, consent or licence is required or has ceased to be valid.

5. Customer obligations and permitted use

5.1 The Customer shall:

(a) ensure that each Order, specification, forecast and instruction is complete and accurate;

(b) provide in good time all information, documents, licences, permits, approvals, delivery instructions and assistance reasonably required by the Supplier;

(c) ensure that the Delivery Point is safe, lawful, suitable and accessible for the vehicle, container and method of delivery;

(d) provide suitable personnel and equipment for unloading where unloading is the Customer's responsibility;

(e) store, handle, use and dispose of the Goods in accordance with the Safety Data Sheet, label, Supplier instructions and Applicable Law;

(f) maintain batch traceability and records sufficient to identify recipients of Goods resold or incorporated into another product;

(g) not make any representation, warranty or regulatory claim about the Goods beyond information authorised in writing by the Supplier; and

(h) not use or permit the Goods to be used for any unlawful, prohibited or undisclosed high-risk purpose.

5.2 If a Customer Default occurs, the Supplier may suspend performance until it is remedied, revise the price or delivery programme, and recover resulting costs and losses. The Supplier is not liable for delay or failure caused by Customer Default.

6. Delivery and Incoterms 2020

6.1 The applicable Incoterms 2020 rule and Delivery Point shall be stated in the Order Confirmation. The Delivery Point must be interpreted as precisely as reasonably possible.

6.2 If no Incoterms 2020 rule is stated in the Order Confirmation, delivery shall be FCA the Supplier's nominated warehouse or dispatch point, Incoterms 2020.

6.3 Delivery shall occur and risk shall pass at the point prescribed by the applicable Incoterms® 2020 rule, subject to clause 7. Title does not pass under the Incoterms rule.

6.4 Any delivery, dispatch, sailing, arrival or clearance date is an estimate unless the Order Confirmation expressly states that a date is guaranteed. Time for delivery is not of the essence.

6.5 The Supplier may select the carrier, route, ports, terminals, consolidation arrangements and mode of transport where carriage is the Supplier's responsibility, provided that the selection is commercially reasonable and consistent with the Contract.

6.6 The Customer shall accept delivery and shall not delay, refuse or redirect it except with the Supplier's written agreement. If the Customer fails to take delivery, obtain clearance or provide instructions, the Supplier may deem delivery completed to the extent permitted by the applicable Incoterms rule, store or redirect the Goods, return them, resell them or dispose of them where reasonably necessary. The Customer shall pay all resulting freight, demurrage, detention, storage, handling, insurance, customs and disposal costs.

6.7 The Supplier is not responsible for delay or additional cost caused by customs inspection, port congestion, carrier schedule changes, vessel omission, routing changes, security procedures or governmental action, except to the extent caused by the Supplier's breach of Contract.

6.8 Where the Customer nominates a carrier, freight forwarder, vessel, agent or collection time, that person acts for the Customer and the Customer is responsible for its instructions, availability and charges, except where the applicable Incoterms rule expressly provides otherwise.

7. Risk and title

7.1 Risk of loss of or damage to the Goods passes in accordance with clause 6.3.

7.2 Title to the Goods does not pass until the Supplier receives in cleared funds all sums due for the Goods and all other overdue sums owed by the Customer to the Supplier.

7.3 Until title passes, the Customer shall hold the Goods as bailee for the Supplier; store them safely and separately where reasonably practicable; keep them identifiable by batch, packaging and marks; not remove identifying information; keep them insured for their full replacement value; and provide evidence of location and insurance on request.

7.4 The Customer may use or resell the Goods in the ordinary course of business before title passes. That right ends immediately if an event in clause 18.2 occurs or the Supplier gives notice following an overdue payment. A resale is made by the Customer as principal, not as agent for the Supplier, and title passes immediately before the resale.

7.5 If the right to use or resell ends before title passes, the Supplier may require return of identifiable Goods and, to the extent lawful, enter premises during normal business hours to recover them. Goods irreversibly incorporated into another product are not subject to physical recovery, without affecting the Customer's payment obligations.

7.6 The Customer shall notify the Supplier immediately if Goods subject to retained title are seized, attached, damaged, lost or claimed by a third party.

8. Customs, importer of record and trade documentation

8.1 Each party shall perform the export, transit and import formalities allocated to it by the applicable Incoterms 2020 rule and Applicable Law.

8.2 Unless the Order Confirmation expressly states otherwise, the Customer shall act as importer of record in the destination country and shall obtain all import registrations, licences, permits, approvals and customs clearances required for the Goods.

8.3 The Customer shall pay all import duties, tariffs, anti-dumping or countervailing duties, levies, local taxes, customs charges and clearance costs allocated to it by the Contract or Applicable Law.

8.4 The Customer shall promptly provide accurate consignee, end-user, customs, tax, licence and delivery information. The Supplier may rely on this information and is not liable for consequences of any inaccuracy, omission or delay.

8.5 Any commodity code, origin statement, preference statement or customs valuation information supplied by the Supplier applies only to the identified Goods and transaction and is subject to the information available to the Supplier. Each party remains responsible for determinations legally allocated to it.

8.6 Where the Customer requests documentary credits, legalisation, consular documents, inspection certificates, certificates of origin or other non-standard documents, the request is subject to the Supplier's written acceptance and the Customer shall pay the associated costs.

8.7 The Customer shall reimburse detention, demurrage, examination, storage, re-delivery, return, re-export and destruction costs caused by its failure to clear, receive or lawfully import the Goods.

9. Export controls, sanctions and anti-bribery

9.1 The Customer warrants on the date of the Contract and until completion that neither it, its beneficial owners, consignee, end user nor any person involved at its request is a person with whom the transaction is prohibited under applicable Sanctions.

9.2 The Customer shall not sell, supply, transfer, export, re-export, divert or use the Goods in breach of Sanctions, export controls, trade restrictions, embargoes or licence conditions, and shall not use the Goods in connection with prohibited military, weapons, chemical weapons, nuclear or other restricted end uses.

9.3 The Customer shall provide ownership, banking, destination, routing, vessel, end-user and end-use information reasonably requested for due diligence. The Supplier may screen counterparties, banks, vessels, destinations and transactions.

9.4 The Supplier may refuse, suspend or cancel performance without liability where it reasonably considers that performance may be unlawful, may expose the Supplier or its service providers to sanctions or regulatory risk, or where satisfactory due-diligence information is not provided. Amounts already due remain payable.

9.5 Each party shall comply with applicable anti-bribery and anti-corruption law, including the Bribery Act 2010 where applicable, and shall not offer, request or accept an improper financial or other advantage in connection with the Contract.

9.6 The Customer shall notify the Supplier promptly of any actual or suspected breach of this clause.

10. Price, taxes and payment

10.1 The price and currency are stated in the Order Confirmation. Unless expressly included, prices exclude VAT or equivalent sales taxes, packaging, pallets, freight, insurance, inspection, certification, legalisation, banking charges, customs charges, duties and other transaction costs.

10.2 The Supplier may revise the price before dispatch to reflect an increase after the Order Confirmation in raw-material, manufacturing, energy, labour, packaging, freight, insurance, fuel, currency, duty, tariff, tax or regulatory cost beyond the Supplier's reasonable control. The Supplier shall provide reasonable details on request. If an increase exceeds 10% of the Goods price, the Customer may cancel the undelivered affected Goods by notice within two Business Days after the price notice, unless the increase results from the Customer's request, delay or default.

10.3 The Supplier may invoice when the Goods are ready for dispatch, when dispatch begins, on delivery, or as otherwise stated in the Order Confirmation. Pro forma invoices must be paid before dispatch.

10.4 Unless otherwise stated in the Order Confirmation, payment is due in full in cleared funds within 30 days of the invoice date. Time for payment is of the essence.

10.5 The Customer shall pay all bank, intermediary, correspondent and transfer charges so that the Supplier receives the full invoiced amount. Payment is not made until irrevocably credited in cleared funds to the Supplier's nominated bank account.

10.6 All sums are payable without set-off, counterclaim, deduction or withholding except as required by law. If withholding is legally required, the Customer shall, to the extent lawful, increase the payment so that the Supplier receives the amount it would have received without withholding, and shall provide the official withholding certificate promptly.

10.7 Overdue sums bear interest from the due date until payment at 4% per annum above the Bank of England base rate, with a minimum rate of 4% per annum, accruing daily, together with applicable statutory compensation and reasonable recovery costs.

10.8 The Supplier may at any time require advance payment, a deposit, letter of credit, bank guarantee, credit insurance approval or other security if the Customer's credit position, country risk, transaction risk or payment history reasonably justifies it.

10.9 Payments shall be made only to bank details notified through the Supplier's authorised channels. The Customer shall independently verify any requested change of bank details using a known contact method.

11. Quantity, packaging and instalments

11.1 Where Goods are manufactured, packed or supplied in bulk, the Supplier may deliver up to 5% more or less than the ordered quantity and shall invoice the quantity delivered pro rata. This tolerance does not apply where the Order Confirmation expressly states a fixed quantity.

11.2 Packaging shall be the Supplier's standard packaging unless otherwise agreed. Returnable pallets, containers, intermediate bulk containers or other returnable packaging remain the property of their owner and must be returned in accordance with the Order Confirmation or applicable return scheme.

11.3 The Supplier may deliver by instalments and invoice each instalment separately. Each instalment is a separate obligation. Delay or defect in one instalment does not entitle the Customer to reject or cancel another instalment unless the breach substantially deprives the Customer of the benefit of the whole Contract.

11.4 Net and gross weights may be determined by the Supplier's or manufacturer's calibrated weighing or packing records, subject to manifest error.

12. Inspection, claims and remedies

12.1 The Customer shall inspect and test the Goods and packaging promptly on receipt and in all cases before use, processing, mixing, blending, resale or incorporation into another product. Any use, processing, mixing, blending or incorporation of the Goods by or on behalf of the Customer shall constitute unconditional acceptance of the Goods.

12.2 Visible loss, shortage or damage must be recorded on the carrier's delivery record at delivery and notified to the Supplier with photographs and supporting documents within two Business Days. Non-visible transit damage must be notified within five Business Days after delivery. Failure to note apparent carrier damage may prejudice any claim to the extent that the failure prevents recovery or investigation.

12.3 A claim that Goods do not conform to the Goods Specification must be notified promptly after discovery and, in any event, before expiry of any stated shelf life. The notice must identify the Order, invoice, product, batch or lot, quantity affected, storage conditions, nature of the issue and available test results.

12.4 After giving notice, the Customer shall preserve the Goods, packaging, labels, batch records and samples; stop using the affected Goods where continued use may worsen loss or create risk; permit reasonable inspection and sampling; and follow reasonable instructions concerning quarantine, return or disposal.

12.5 The Customer shall not return Goods without a written return authorisation. Unauthorised returns may be refused and stored or returned at the Customer's cost.

12.6 If the Supplier confirms that Goods failed to comply with clause 3.1 when risk passed, the Supplier shall, at its sole option and as the Customer's sole and exclusive remedy (whether in contract, tort, negligence, breach of statutory duty or otherwise), replace the affected non-conforming Goods or refund or credit the price paid for them. The Supplier shall have no further liability to the Customer in respect of such non-conforming Goods.

12.7 The Supplier is not liable for a non-conformity caused or increased by: (a) normal variation permitted by the Contract; (b) transit after risk passed; (c) improper unloading, storage, handling, use or disposal; (d) failure to follow the Safety Data Sheet, label or instructions; (e) use after notice of a suspected defect; (f) mixing, processing, alteration or repackaging; (g) Customer-supplied specifications or materials; (h) abnormal conditions, contamination or incompatible materials; or (i) expiry of shelf life.

12.8 Nothing in this clause prevents either party from taking urgent steps reasonably necessary to protect health, safety, property or the environment.

13. Product safety, incidents and recall

13.1 The Customer shall notify the Supplier immediately of any actual or suspected safety incident, serious adverse effect, contamination, mislabeling, regulatory inquiry, reportable event, market withdrawal or recall involving the Goods.

13.2 The parties shall cooperate in good faith on investigation, traceability, regulatory notification, corrective action, withdrawal and recall. No party shall make an admission or public statement on behalf of the other without prior written approval, except where required by law.

13.3 The Customer shall maintain records sufficient to trace affected batches to its direct recipients and shall promptly communicate legally required safety information to them.

13.4 Except to the extent required by Applicable Law, each party shall bear its own internal and external costs incurred in connection with any product recall, market withdrawal, investigation, destruction or corrective action. Any financial remedy or liability of the Supplier shall be governed strictly by clauses 12.6 and 15.

14. Intellectual property and confidentiality

14.1 All Intellectual Property Rights owned or controlled by a party before the Contract, or developed independently of it, remain vested in that party or its licensors. No ownership transfers except as expressly stated in the Order Confirmation.

14.2 The Customer may use and resell the Goods in the ordinary course of its business, subject to the Contract and Applicable Law. The Customer shall not use the Supplier's names, trademarks, product names, images or technical materials in advertising or regulatory submissions without prior written consent, except where legally necessary to identify the Goods.

14.3 Where Goods are made, labelled or packaged to Customer requirements, the Customer shall indemnify the Supplier under clause 16 for claims that compliance with those requirements infringes third-party Intellectual Property Rights or Applicable Law.

14.4 Each party shall keep confidential the other party's non-public commercial, technical and financial information and shall use it only to perform or enforce the Contract. Disclosure is permitted to personnel, professional advisers, insurers, financiers, carriers, affiliates and subcontractors who need to know and are subject to confidentiality obligations and where required by law or a competent authority.

14.5 The confidentiality obligation does not apply to information that is public other than through breach, lawfully known without restriction, independently developed, or lawfully received from a third party. It continues for five years after termination, except that trade secrets remain protected while they remain trade secrets.

15. Limitation of liability

15.1 Nothing in the Contract limits or excludes liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (d) liability under section 2 of the Consumer Protection Act 1987 to the extent it cannot lawfully be excluded; or (e) any other liability that cannot lawfully be limited or excluded.

15.2 Subject to clause 15.1, the Supplier is not liable, whether in contract, tort including negligence, breach of statutory duty, misrepresentation, restitution or otherwise, for loss of profit, revenue, production, contract, business, anticipated saving, goodwill, reputation, opportunity, data or use, or for any indirect or consequential loss.

15.3 Subject to clause 15.1, the Supplier shall have no liability whatsoever for any costs or expenses of removing, recalling, retrieving, sorting, testing, re-testing, cleaning, decontaminating, processing, formulating, reworking, disposing of or replacing any Goods or any third-party goods, batches or finished products into which the Goods have been mixed, blended or incorporated.

15.4 Subject to clause 15.1, the Supplier's total aggregate liability arising out of or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed 100% of the price actually paid by the Customer for the specific batch or quantity of non-conforming Goods giving rise to the claim.

15.5 The limitations in this clause reflect the price, insurance arrangements, allocation of risk and remedies under the Contract. The Customer is responsible for maintaining insurance for losses above the agreed limits.

15.6 No claim may be commenced more than 12 months after the Customer became aware, or ought reasonably to have become aware, of the facts giving rise to the claim, except where a shorter or longer mandatory legal period applies or the claim concerns liability under clause 15.1.

16. Indemnities

16.1 The Customer shall indemnify the Supplier and its officers, employees and agents against reasonable losses, liabilities, damages, costs and expenses, including reasonable legal and professional costs, arising from:

- **(a)** the Supplier following a customer specification, design, label, packaging instruction, trademark or other requirement;
- **(b)** the Customer's importation, storage, handling, processing, formulation, use, resale, marketing or disposal of the Goods in breach of the Contract or Applicable Law;
- **(c)** a breach of clause 9 relating to sanctions, export controls, end use or anti-bribery;
- **(d)** inaccurate customs, consignee, end-user, destination or regulatory information supplied by the Customer; or
- **(e)** a claim by the Customer's customer or another third party to the extent caused by the Customer's act, omission, representation, modification or breach.

16.2 An indemnified party shall give prompt notice of a claim, allow the indemnifying party reasonable participation in the defence, take reasonable steps to mitigate loss, and not settle a third-party claim in a manner admitting liability of the indemnifying party without consent, such consent not to be unreasonably withheld.

16.3 The indemnities do not apply to the extent the loss was caused by the Supplier's negligence, willful misconduct or breach of Contract.

17. Insurance

17.1 Each party shall maintain insurance appropriate to its obligations and risks under the Contract with reputable insurers.

17.2 Where the applicable Incoterms 2020 rule requires the Supplier to procure cargo insurance, the Supplier shall procure insurance to the level required by that rule unless the Order Confirmation states a higher level. Where the rule does not require the Supplier to insure, the Customer is responsible for cargo insurance from the point of risk passes.

17.3 The existence of insurance does not increase or replace a party's liability under the Contract.

18. Suspension and termination

18.1 The Supplier may suspend manufacture, dispatch, delivery, documentation, credit terms or other performance immediately if the Customer: (a) fails to pay on time; (b) exceeds an agreed credit limit; (c) fails to provide required information or security; (d) commits a material breach; or (e) creates a reasonable legal, sanctions, safety or credit risk.

18.2 Either party may terminate the Contract immediately by written notice if the other party: (a) commits a material breach that is incapable of remedy or is not remedied within 14 days after written notice; (b) enters administration, liquidation or an arrangement with creditors, has a receiver appointed, ceases or threatens to cease substantial business, or undergoes an analogous event in any jurisdiction; or (c) has materially deteriorating financial circumstances that place performance in jeopardy.

18.3 The Supplier may terminate immediately if the Customer fails to pay any amount when due and does not pay within five Business Days after written demand, undergoes a change of control that reasonably increases risk, or breaches of clause 9.

18.4 Termination of one Contract does not automatically terminate another Contract, but the Supplier may suspend other Contracts while material overdue amounts or unresolved sanctions, safety or insolvency risks remain.

19. Consequences of termination

19.1 On termination, all invoices and accrued interest become immediately due. The Supplier may invoice Goods manufactured, acquired, committed, dispatched or delivered and reasonable cancellation, storage and disposal costs.

19.2 The Customer shall return Supplier Materials and Goods to which title has not passed, subject to clause 7. Until return or recovery, the Customer shall preserve and insure them and shall not use them except as authorised in writing.

19.3 Termination does not affect accrued rights. Clauses intended by their nature to survive, including payment, title, confidentiality, liability, indemnities, data protection, governing law and jurisdiction, continue in force.

20. Force majeure and supply disruption

20.1 A Force Majeure Event is an event beyond a party's reasonable control, including natural disaster, flood, fire, extreme weather, epidemic, pandemic, war, terrorism, piracy, civil unrest, governmental action, sanctions or trade restrictions, export or import prohibition, customs action, port closure or congestion, carrier disruption, vessel cancellation, shortage of containers, industrial action, interruption of utilities or communications, cyber incident, breakdown not caused by failure to maintain equipment, and shortage or failure of raw materials, energy, manufacturing capacity or a critical supplier.

20.2 The affected party is not in breach and is not liable for delay or failure caused by a Force Majeure Event. It shall notify the other party within a reasonable time, take reasonable steps to mitigate the effect and resume performance when reasonably possible.

20.3 The Supplier may allocate available stock, production capacity or transport space among customers on a reasonable basis and may offer substitute sources, routes, delivery dates or Goods. The Customer is not obliged to accept materially different substitute Goods unless agreed in writing.

20.4 The Customer shall pay for Goods already delivered and unavoidable costs properly incurred for its Order. If a Force Majeure Event prevents material performance for more than 60 consecutive days, either party may cancel the affected undelivered portion by written notice without further liability, except for accrued rights and unavoidable committed costs stated in the Order Confirmation.

20.5 Increased cost alone is not a Force Majeure Event where performance remains reasonably possible, but the Supplier may rely on clause 10.2 where its requirements are met.

21. Data protection

21.1 Each party shall comply with applicable data protection and privacy law in relation to personal data processed in connection with the Contract.

21.2 Unless otherwise agreed in writing, each party acts as an independent controller of business-contact, ordering, delivery, due-diligence and payment of information processed for its own legitimate purposes.

21.3 A party may share relevant personal data with affiliates, professional advisers, insurers, banks, credit-reference and fraud-prevention providers, manufacturers, carriers, freight forwarders, customs agents, laboratories, regulators and service providers where reasonably necessary and lawful.

21.4 If one party processes personal data solely on behalf of the other, the parties shall enter into legally required processor terms before that processing begins.

22. Notices

22.1 A formal notice under the Contract shall be in writing and delivered by hand, reputable courier, pre-paid tracked post or email to the postal or email address stated in the Order Confirmation or later notified for notices.

22.2 A notice is deemed received: (a) by hand, when left at the proper address; (b) by courier, on recorded delivery; (c) by tracked post within the United Kingdom, at 9.00 am on the second Business Day after posting; (d) by international courier, on recorded delivery; and (e) by email, when transmitted without an automated failure message, provided that an email sent outside 9.00 am to 5.00 pm at the place of receipt is deemed received when those hours next begin on a Business Day.

22.3 A notice terminating for insolvency, alleging a material breach, or commencing a formal dispute must be sent by courier or tracked post as well as email.

22.4 This clause does not apply to service of court proceedings or documents in legal proceedings.

23. General provisions

23.1 The Supplier may assign, transfer, charge, subcontract or deal with its rights and obligations, provided that subcontracting does not relieve responsibility for its obligations. The Customer may not assign or transfer the Contract without the Supplier's prior written consent.

23.2 The Supplier may use manufacturers, warehouses, laboratories, carriers, freight forwarders, customs agents and other subcontractors in performing the Contract.

23.3 If any provision is invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary or, if that is not possible, deleted. The remainder remains effective.

23.4 A waiver is effective only if given in writing and applies only to the specific circumstances. Delay or failure to exercise a right is not a waiver.

23.5 Nothing creates a partnership, joint venture, fiduciary relationship or agency. Neither party may bind the other.

23.6 The Contract constitutes the entire agreement concerning its subject matter and supersedes prior discussions and arrangements. Each party acknowledges that it does not rely on a statement not set out in the Contract, without limiting liability for fraud.

23.7 A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the Contract, except that an indemnified person expressly identified in clause 16 may enforce that clause. The parties may vary or rescind the Contract without third-party consent.

23.8 No variation is effective unless agreed in writing by authorised representatives of both parties. A change to operational shipping instructions does not vary these Conditions unless it expressly states that it does so.

23.9 The Contract may be signed in counterparts and by electronic signature where signature is required.

24. Governing law and jurisdiction

24.1 The Contract and any non-contractual obligations or claims arising out of or connected with it are governed by the law of England and Wales.

24.2 The United Nations Convention on Contracts for the International Sale of Goods does not apply.

24.3 The courts of England and Wales have exclusive jurisdiction, except that the Supplier may bring proceedings against the Customer in any jurisdiction where the Customer is incorporated, carries on business or has assets, for the purposes of obtaining payment, interim relief or enforcing a judgment.

Schedule 1 – Minimum Order Confirmation information

To reduce ambiguity in transactions, each Order Confirmation should record the following where applicable:

Field	Information to record
Parties	Full legal names, registered addresses and company or tax identifiers
Goods	Product name, code, grade, specification, batch requirements and packaging
Quantity	Net quantity, unit, tolerance and instalments
Price	Currency, unit price, total price and validity basis
Delivery	Exact Incoterms 2020 rule and precise named place, port or terminal
Dates	Estimated dispatch, shipment or delivery window
Customs	Exporter and importer of record, HS code where agreed, origin documents and permits
Transport	Mode, dangerous-goods status, temperature or special handling requirements
Insurance	Party arranging cargo insurance and any agreed higher cover
Payment	Pro forma, credit period, deposit, security or letter-of-credit requirements
Documents	Commercial invoice, packing list, certificate of analysis, Safety Data Sheet, origin or inspection documents
Destination and use	Country of destination, consignee, end user and disclosed intended use
Special terms	Any agreed departure from these Conditions, expressly identified by clause

Supplier details

Virdis Chemicals Ltd
167-169 Great Portland Street, London, England, W1W 5PF
Company Registration: 15842520 | VAT: 471 7931 67 | EORI: GB471793167000
www.virdischemicals.co.uk | info@virdischemicals.co.uk | orders@virdischemicals.co.uk