



Meecarigno Limited

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General Terms and Conditions of Sale and Delivery

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Definitions

In these Terms and Conditions of Sale and Delivery (the "Terms"), the following definitions apply:

"**Seller**" means Meecarigno Limited, a company registered in England and Wales under company number 09375365, whose registered office is at 7 Copsey Grove, Drayton, Portsmouth, PO6 1NA, United Kingdom.

"**Buyer**" or "**Customer**" means the person, firm, or company purchasing goods from the Seller.

"**Goods**" means any products supplied by the Seller to the Buyer under any contract of sale.

"**Contract**" means any contract between the Seller and the Buyer for the sale and supply of Goods, incorporating these Terms.

"**Order**" means the Buyer's written or electronic request for Goods.

"**Confirmation**" means the Seller's written acceptance of an Order.

"**SDS**" means Safety Data Sheet. "**PDS**" means Product Data Sheet.

"**CoA**" means Certificate of Analysis.

"**Incoterms**" means the Incoterms rules as published by the International Chamber of Commerce, currently Incoterms 2020.

1. Scope and Application

These Terms apply to all offers, quotations, orders, deliveries, and contracts between the Seller and the Buyer. They shall prevail over any general terms and conditions of the Buyer unless expressly agreed in writing by an authorised representative of the Seller. Any deviation from these Terms shall only be binding if confirmed in writing by the Seller. By placing an order, the Buyer is deemed to accept these Terms in full.

2. Offers and Contract Formation

2.1 All quotations issued by the Seller are invitations to treat and do not constitute binding offers. A Contract is formed only when the Seller issues a written Order Confirmation to the Buyer, or upon dispatch of the Goods, whichever occurs first. Quotations are valid for the period stated therein, or if no period is stated, for thirty (30) days from the date of quotation.

2.2 The Seller reserves the right to decline any order in whole or in part without giving reasons.

2.3 Specifications, technical data, and other information contained in brochures, websites, or quotations are provided for guidance only and do not form part of the Contract unless expressly incorporated by reference.

3. Prices and Currency

3.1 All prices are quoted in the currency specified in the quotation or Confirmation (GBP, EUR, or USD) and are exclusive of value added tax (VAT), customs duties, excise duties, and any other taxes or levies imposed by any authority, which shall be payable by the Buyer unless otherwise stated.

3.2 The Seller reserves the right to adjust prices to reflect changes in raw material costs, exchange rates, transportation costs, or regulatory charges where the cost increase exceeds three percent (3%) between the date of quotation and the date of dispatch. In such cases, the adjusted price shall be communicated to the Buyer prior to dispatch.

3.3 Where the Contract is invoiced in a currency other than GBP, currency fluctuation risk after the date of Confirmation is at the Buyer's account unless otherwise agreed in writing.

3.4 The minimum order value is GBP 1,500 or EUR 1,750 or USD 2,000 (exclusive of VAT and freight). Orders below this value may be accepted at the Seller's discretion and may attract a handling surcharge.

3.5 Prices are based on delivery in standard packaging. Non-standard packaging, special labelling, or ADR/HazMat surcharges may apply and will be quoted separately.

4. Delivery, Transfer of Risk, and Incoterms

4.1 Unless otherwise agreed in the Confirmation, delivery shall be made on the Incoterms basis specified therein. Where no Incoterm is specified, delivery shall be deemed to be EXW (Ex Works) at the Seller's nominated warehouse.

4.2 Risk in the Goods passes to the Buyer in accordance with the agreed Incoterm. Where delivery is EXW, risk passes when the Goods are placed at the disposal of the Buyer at the Seller's premises.

4.3 Any delivery dates quoted are approximate and are not guaranteed. The Seller shall not be liable for any delay in delivery. The Buyer shall not be entitled to cancel an order or refuse acceptance of Goods solely on account of delayed delivery.

4.4 Where the Seller agrees to arrange carriage on behalf of the Buyer, the Seller acts as the Buyer's agent and the cost of carriage shall be reimbursed by the Buyer. The Seller is not liable for the acts or omissions of any carrier.

5. Force Majeure

5.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by events beyond its reasonable control, including but not limited to: natural disasters, war, armed conflict, terrorism, civil unrest, fire, flood, pandemic or epidemic, strikes, lockouts, industrial action, government action, regulatory or licensing restrictions, shortage of raw materials or energy, transportation disruption, or failure of suppliers.

5.2 The affected party shall notify the other party within ten (10) business days of becoming aware of the force majeure event.

5.3 If the force majeure event continues for more than ninety (90) days, either party may terminate the Contract by written notice without liability.

6. Product Condition, Quality, and ISO 9001

6.1 The Seller operates a quality management system certified to ISO 9001. Goods are supplied to meet the specifications set out in the applicable Product Data Sheet (PDS) current at the date of dispatch.

6.2 The Seller reserves the right to supply an equivalent grade where the originally ordered grade is unavailable, provided that the equivalent grade meets or exceeds the ordered specifications. The Seller shall notify the Buyer of any substitution prior to or at the time of dispatch.

6.3 Goods are manufactured or supplied by third-party producers. The Seller warrants that Goods conform to the manufacturer's published specifications at the date of dispatch, subject to accepted industry tolerances. The Seller does not warrant that Goods are fit for any particular purpose unless that purpose has been expressly communicated to and acknowledged in writing by the Seller.

6.4 The Buyer is responsible for verifying the suitability of Goods for its intended application, including any compatibility with other materials, before placing an order.

7. Product Documentation and Safety

7.1 The Seller shall provide a Safety Data Sheet (SDS) and Product Data Sheet (PDS) with or prior to each delivery. A Certificate of Analysis (CoA) for each batch shall be provided on request or as agreed in the Confirmation.

7.2 The Buyer acknowledges the technical and potentially hazardous nature of the chemical products supplied. The Buyer is responsible for the safe storage, handling, and use of the Goods in accordance with the SDS and all applicable health, safety, and environmental regulations.

7.3 The Seller accepts no liability for any loss, damage, or injury arising from the misuse, improper handling, or improper storage of the Goods by the Buyer or any third party.

7.4 The Buyer shall ensure that all relevant safety documentation is communicated to its employees, agents, and downstream users.

8. REACH and Regulatory Compliance

8.1 Goods supplied by the Seller are compliant with UK REACH and, where applicable, EU REACH requirements at the date of dispatch, to the extent that the relevant manufacturer or supplier has completed or is exempt from registration for the substance in question.

8.2 The Seller shall provide REACH registration numbers or exemption details upon request.

8.3 For Goods supplied outside the United Kingdom, the Buyer is responsible for ensuring compliance with all applicable regulations in the country of import and any further processing, blending, or distribution.

8.4 The Buyer shall not use the Goods in any manner that would breach applicable regulatory requirements in its jurisdiction.

9. Inspection, Testing, and Complaints (ISO 9001 Clause 10.2)

9.1 The Buyer shall inspect the Goods upon delivery and shall within ten (10) working days of delivery notify the Seller in writing of any alleged defect, shortage, or non-conformance.

9.2 Any complaint or notification of non-conformance shall include: the order reference, batch number, product description, nature of the alleged defect, and supporting evidence (photographs, test results, etc.).

9.3 The Seller shall acknowledge receipt of any complaint within three (3) working days and shall investigate the matter in good faith. A written response, including any proposed corrective action, shall be communicated to the Buyer within thirty (30) days of receipt of the complaint.

9.4 The Buyer shall not return any Goods without the Seller's prior written authorisation. Returns accepted by the Seller shall be at the Seller's expense only where the non-conformance is confirmed.

9.5 Failure to notify the Seller within the said ten (10) working days period shall constitute acceptance of the Goods as conforming, and the Seller shall have no obligation to investigate or remedy any alleged non-conformance thereafter.

10. Samples

10.1 Samples provided by the Seller are intended for evaluation purposes only and are not for resale or commercial use.

10.2 While the Seller endeavours to ensure that bulk supply matches sample quality, no guarantee is given that bulk deliveries will be identical to the sample in all respects, as natural variation may occur between production batches.

10.3 Samples are provided free of charge unless otherwise stated. The Seller may request the return of samples at the Buyer's expense.

11. Packaging and Demurrage

11.1 Goods are supplied in the Seller's or manufacturer's standard packaging unless otherwise agreed. Packaging is not returnable unless specifically stated.

11.2 Where Goods are supplied in returnable containers (e.g., IBCs), a deposit may be charged and refunded upon return of the containers in clean, reusable condition. Returnable containers must be returned within sixty (60) days of delivery. Containers not returned within this period shall be deemed purchased by the Buyer at the Seller's prevailing replacement cost.

11.3 Any demurrage, detention, or storage charges imposed by carriers, ports, or warehouses due to the Buyer's failure to accept or collect delivery on time shall be borne by the Buyer.

12. Payment Terms

12.1 Unless otherwise agreed in the Confirmation, payment is due net thirty (30) days from the date of invoice, in the currency invoiced.

12.2 The Seller reserves the right to require prepayment, a deposit, or a letter of credit for new customers or orders exceeding the Seller's standard credit exposure.

12.3 If any sum remains unpaid after the due date, the Seller shall be entitled to charge interest at the rate of eight percent (8%) per annum above the Bank of England base rate, calculated daily, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

12.4 The Seller reserves the right to suspend further deliveries and cancel outstanding orders if any payment is overdue, without liability to the Seller.

12.5 Payments shall be made by bank transfer to the Seller's nominated bank account. Cheques are not accepted. All bank charges are borne by the Buyer.

13. Retention of Title

13.1 Notwithstanding delivery and the passing of risk, title and property in the Goods shall remain with the Seller until the Seller has received payment in full (in cash or cleared funds) for all Goods delivered and all other amounts owed by the Buyer to the Seller under any contract.

13.2 Until title passes, the Buyer shall: (a) hold the Goods as the Seller's fiduciary agent and bailee; (b) store the Goods separately from other goods and clearly identify them as the Seller's property; and (c) not sell, dispose of, or encumber the Goods without the Seller's prior written consent.

13.3 The Seller shall be entitled to enter the Buyer's premises at any time to recover Goods in which title has not passed.

13.4 If the Buyer sells or processes the Goods before title has passed, the proceeds of sale shall be held on trust for the Seller in a separate account.

14. Warranty and Liability

14.1 The Seller warrants that Goods conform to the applicable manufacturer's specifications at the date of dispatch. If any Goods are found to be defective in materials or workmanship, the Seller's sole obligation shall be, at its option, to replace the Goods or credit the Buyer with the invoice price.

14.2 The Seller accepts no liability for: (a) loss of profit, loss of business, loss of goodwill, loss of anticipated savings, or any indirect or consequential loss; (b) loss or damage arising from the Buyer's failure to follow the Seller's or manufacturer's instructions, recommendations, or SDS; (c) loss or damage arising from use of Goods after the Buyer becomes aware of any defect.

14.3 The Seller's total aggregate liability under any Contract, whether in contract, tort (including negligence), or otherwise, shall not exceed the invoice value of the Goods giving rise to the claim.

14.4 The foregoing warranties and remedies are in lieu of all other warranties, conditions, or terms, express or implied, including any warranty of merchantability or fitness for a particular purpose, to the fullest extent permitted by law.

15. Default of Acceptance

If the Buyer fails to take delivery of Goods or collect them within the agreed period, or if no period is agreed, within ten (10) business days of notification of availability, the Seller shall be entitled, without prejudice to any other remedy, to: (a) store the Goods at the Buyer's expense (including reasonable storage charges); (b) sell the Goods to a third party and recover any shortfall; and (c) treat the Contract as repudiated by the Buyer and claim damages.

16. Compliance, Export Controls, and Brexit

16.1 The Buyer warrants that it shall comply with all applicable export and import control laws and regulations, including but not limited to dual-use regulations, sanctions, and embargo laws.

16.2 For Goods supplied to the European Union, the Buyer is responsible for all import procedures, customs clearance, duties, and compliance with EU regulations in its territory. The Seller shall provide reasonable cooperation and documentation to facilitate customs clearance.

16.3 For UK customers, UK VAT shall apply at the applicable rate. For EU customers, supply may be zero-rated as an intra-community supply subject to the Buyer providing a valid EU VAT identification number.

16.4 The Buyer shall not resell, export, re-export, or transfer Goods in violation of any applicable export control or sanctions regime.

17. Limitation Period

Any claim by the Buyer against the Seller, other than for personal injury caused by negligence, must be commenced within twelve (12) months from the date of delivery of the Goods or the date the cause of action arose, whichever is earlier. After this period, the Buyer's rights are extinguished.

18. Confidentiality

All pricing, technical data, formulations, and commercial terms provided by the Seller to the Buyer are confidential. The Buyer shall not disclose any such information to any third party without the Seller's prior written consent, except where disclosure is required by law or by a regulatory authority. This obligation shall survive the termination of any Contract for a period of three (3) years.

19. Data Protection

19.1 The Seller processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal data provided by the Buyer (e.g., contact names, addresses, email addresses) shall be used for the purposes of fulfilling orders, account management, and legitimate business communications.

19.2 The Seller shall not share personal data with third parties except where necessary for order fulfilment (e.g., carriers, banks) or as required by law.

19.3 The Buyer is responsible for ensuring that it has obtained any necessary consents from its employees, agents, or contacts before sharing their personal data with the Seller.

19.4 The Seller's privacy policy is available at meecarigno.co.uk/privacy-policy.

20. Governing Law and Jurisdiction

20.1 These Terms and any Contract between the Seller and the Buyer shall be governed by and construed in accordance with the laws of England and Wales.

20.2 Subject to clause 20.3, any dispute arising out of or in connection with any Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

20.3 For international disputes where the Buyer is domiciled outside the United Kingdom, either party may submit the dispute to arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC), with the seat of arbitration in London, England. The number of arbitrators shall be one. The language of the arbitration shall be English.

20.4 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.