



RAW EVOLUTION

Raw Evolution Ltd Terms and Conditions of Trade

1. Acceptance

The customer acknowledges that acceptance of an order by RAW EVOLUTION LTD shall bind the customer to these Terms and Conditions of Trade. RAW EVOLUTION LTD reserves the right to vary these terms and conditions at any time by notice in writing to the customer. Any such variation shall apply to orders accepted by RAW EVOLUTION LTD after the variation has been notified.

2. Delivery.

Unless otherwise agreed, goods ordered by the customer shall be delivered to the customer's premises with freight costs being the responsibility of the customer. All delivery dates are estimates only and RAW EVOLUTION LTD reserves the right to make deliveries in instalments. Delay in delivery or any other default in respect of any instalment of delivery shall not relieve the customer of any obligation to accept and pay for other deliveries. Any delay shall not give rise to any liability on the part of RAW EVOLUTION LTD.

3. Prices and Payment.

The price paid for the goods supplied shall be the price agreed by RAW EVOLUTION LTD and the customer at or prior to acceptance of the customer's order. RAW EVOLUTION LTD agrees to provide the customer with credit on its account with RAW EVOLUTION LTD, but only for so long as RAW EVOLUTION LTD remains satisfied with the customer's financial standing and credit worthiness. RAW EVOLUTION LTD has the absolute right to cancel the customer's credit at any time before accepting any order and without any prior notice and to require payment in advance of delivery for any future order.

Payment terms on credit accounts are to be as agreed with RAW EVOLUTION LTD prior to the customer's first credit order being placed. If not agreed to the contrary payment terms shall be 14 days following delivery.

RAW EVOLUTION LTD, in the event of payment not being received on the due date may charge interest to the customer on any amount outstanding calculated on a daily basis from the due date for payment to the actual date of payment. The rate of interest shall be 5% above the overdraft rate of the principal banker of RAW EVOLUTION LTD.

If the customer breaches these terms and conditions of trade or if the customer becomes insolvent or makes default of payment on due date or for any other reason RAW EVOLUTION LTD is in the reasonable opinion that the customer is unable to fulfil its obligations to RAW EVOLUTION LTD, then RAW EVOLUTION LTD without any liability on its part shall have the right to cancel its arrangements with the customer and all sums outstanding whether legally demanded or not and whether then due or not shall become immediately due and payable to RAW EVOLUTION LTD including any sums whether due or not pursuant to any credit arrangements between RAW EVOLUTION LTD and the customer. All payments shall be made by the customer in full without any deduction or set off.

Where payment is made by the customer without reference to specific invoices or goods, RAW EVOLUTION LTD shall have the right to allocate monies received to particular invoices at its discretion.

4. Goods and Services Tax.

The customer agrees to pay RAW EVOLUTION LTD Goods and Services Tax in respect of goods supplied to the customer. Unless otherwise stated all prices exclude Goods and Services Tax.

5. Excusable Delays.

RAW EVOLUTION LTD shall not be liable for any loss or damage to the customer or any third party due to delays in manufacture, shipment, delivery or other performance failures resulting from any cause whatsoever beyond RAW EVOLUTION LTD's control.

In no event will RAW EVOLUTION LTD be liable for any incidental, special or consequential damages.

6. Passing of Property and Risk.

Ownership of the goods shall remain with RAW EVOLUTION LTD until the customer has paid in full for said goods. Unless otherwise notified in writing, the customer is authorised to sell the goods in the ordinary course of business, but this authority shall no longer have any application in the event that any receiver, administrator, liquidator, provisional liquidator, official manager or any one or more thereof shall be appointed in respect of the customer's business or if any mortgagee shall enter into possession of any assets of the customer of the customer shall be or become insolvent.

7. Invalidity.

If any of these Terms and Conditions of Trade shall be void, illegal or invalid the enforceability of the remaining provisions shall not be affected prejudiced or impaired.

8. Costs.

The customer shall immediately pay or reimburse to RAW EVOLUTION LTD all costs and expenses incurred by RAW EVOLUTION LTD in remedying any breach of these Terms and Conditions of Trade by the customer or enforcing the payment of any monies due by the customer to RAW EVOLUTION LTD including solicitor-client costs.

9. Waiver.

If RAW EVOLUTION LTD exercises or fails to exercise any right or remedy available to it, this shall not prejudice RAW EVOLUTION LTD's rights in exercising that right or any other right or remedy.

Waiver of any of these Terms and Conditions of Trade must be specified in writing and be signed by RAW EVOLUTION LTD.