



## 2017/18 Product List: Chemical & Pharmaceutical Raw Materials

Description	Pack Size
Acacia E.P. (Spray Dried)	250-gm
Acriflavine Hydrochloride B.P.C. 1963 Class 9 UN 3077 P/G III	25-gm
	100-gm
	1-Kg
	25-Kg
Adrenaline Acid Tartrate E.P.	100-gm
Lump Aloes	10-Kg
Alum (Potash) B.P. (Aluminium Potassium Sulphate)	100-gm
	500-gm
	1-Kg
	5-Kg
	25-Kg
Amethocaine Hydrochloride E.P. Class 6.1 UN 2811 P/G II	100-gm
	1-Kg
Amino Acetic Acid (Glycine) U.S.P. / E.P.	1-Kg
	25-Kg
Ammoniated Mercuric Chloride U.S.P. 29	1-Kg
Ammonium Bicarbonate Food Grade	500-g
	1-Kg
Ammonium Bromide	500-gm
Ammonium Carbonate Pure	25-Kg
Ammonium Chloride E.P.	500-gm
	1-Kg
Ammonium Chloride Food / Pharma Grade	1-Kg
	25-Kg
Ammonium Chloride No.1 Fine White Crystals	1-Kg
Anhydrous Lanolin B.P. Shelf Life 1 Year	1-Kg
	50-Kg
Ascorbic Acid B.P. (Vitamin C)	500-gm
	1-Kg
Atropine Sulphate E.P. Class 6.1 UN 1544 P/G II Shelf Life 2 Years	100-gm
	1-Kg
Barium Sulphate Ph Eur	500-gm
Beeswax B.P. White	500-gm
	25-Kg
Bentonite B.P.	1-Kg
	20-Kg
Benzaldehyde Class 9 UN 1990 P/G III Shelf Life 1 Year	25-Kg
Benzalkonium Chloride B.P. Powder Class 8 UN 3261 P/G III	25-Kg
Benzocaine B.P.	250-gm

Items marked with UN Hazard Classification will incur a Dangerous Goods Surcharge

Description	Pack Size
	1-Kg
Benzoic Acid B.P.	500-gm
	1-Kg
	5-Kg
	25-Kg
Benzyl Alcohol	5-Kg
Benzyl Benzoate B.P. / E.P. <i>Class 9 UN 3082 P/G III</i> Shelf Life 2 Years	100-gm
	1-Kg
Bismuth Oxide	5-Kg
Bismuth Subgallate Ph Eur 4	1-Kg
Borax E.P. Powder (Disodium Tetraborate/Sodium Borate)	500-gm
	1-Kg
	25-Kg
Boric Acid E.P.	500-gm
	1-Kg
	25-Kg
Caffeine Citrate N.F.13	1-Kg
Calamine B.P. Powder	500-gm
	1-Kg
	5-Kg
	25-Kg
Calcium Carbonate Food Grade	25-Kg
Calcium Hydroxide, 98+% <i>Class 8 UN 3262 P/G III</i>	1-Kg
Calcium Hypochlorite GRG - 65% available chlorine (Bleaching Powder) <i>Class 5.1 UN 1748 P/G II - by air only</i>	500-gm
Camphor B.P. (Racemic) <i>Class 4.1 UN 2717 P/G III</i>	100-gm
	450-gm
	1-Kg
Capsicum B.P.C. 1973 Oleoresin.	1-Kg
Carbomer 974P E.P. (Carbopol)	1-Kg
Cellulose Acetate Phthalate NF / EP Powder Shelf Life 2 Years	50-Kg
Cetomacrogol Emulsifying Wax	500-gm
	1-Kg
Cetomacrogol 1000 E.P.	4x25-Kg
Cetostearyl Alcohol B.P. Shelf Life 2 Years	500-gm
	1-Kg
	5-Kg
	25-Kg
Cetrimide B.P. <i>Class 9 UN 3077 P/G III</i>	100-gm
	500-gm
	1-Kg
	5-Kg

Description	Pack Size
	25-Kg
Cetyl Alcohol B.P. Shelf Life 2 Years	25-Kg
Activated Charcoal B.P.C. 1934 Powder (Vegetable Origin)	500-gm
Chloral Hydrate B.P. / E.P. <i>Class 6.1 UN 2811 P/G II</i>	100-gm
	500-gm
	1-Kg
Chloramphenicol B.P. Powder	1-Kg
Chlorbutol E.P.	250-gm
	500-gm
	1-Kg
	25-Kg
Chlorocresol B.P. / E.P. <i>Class 9 UN 3077 P/G III</i>	25-gm
	1-Kg
Chlorpheniramine Maleate E.P.	5-Kg
Citric Acid Anhydrous B.P.	1-Kg
	2-Kg
	5-Kg
Citric Acid Monohydrate B.P.	500-gm
	1-Kg
Coal Tar B.P. <i>Class 6.1 UN 2810 P/G III</i>	5-Kg
Copper Sulphate Pentahydrate <i>Class 9 UN 3077 P/G III</i>	500-gm
Dextrose Anhydrous B.P. / E.P. (Glucose)	1-Kg
	25-Kg
Dextrose Monohydrate B.P. / E.P. (Glucose)	1-Kg
	25-Kg
Diethyl Phthalate	10-Kg
Diphenhydramine Hydrochloride B.P.	1-Kg
	25-Kg
Dithranol E.P. <i>Class 6.1 UN 2811 P/G II</i>	100-gm
	500-gm
	1-Kg
Emulsifying Wax B.P. Shelf Life 2 Years	1-Kg
	5-Kg
Ephedrine Hydrochloride B.P. (Import Licence Required)	25-gm
	100-gm
	500-gm
	1-Kg
Eucalyptol B.P.C. (Cineol) <i>Class 3 UN 1993 P/G III F/P 50°C</i> Shelf Life 2 Years	5-Kg
	10-Kg
	25-Kg
	180-Kg Drum

Description	Pack Size
Ferric Ammonium Citrate B.P.	5-Kg
Ferrous Sulphate Heptahydrate B.P.	500-gm
	1-Kg
Glycerine B.P. (Glycerol B.P.) Shelf Life 2 Years	1-Lt
	5-Lt
	10-Kg
	25-Kg
Guaifenesin Ph Eur	500-gm
Gum Arabic Powder – Untested No Certificate of Analysis available	25-Kg
Gum Asafoetida, Soft & Pink – Untested No Certificate of Analysis available	50-Kg
Homatropine Hydrobromide E.P. <i>Class 6.1 UN 1544 P/G I</i>	1-Kg
Hydrocortisone Acetate E.P.	100-gm
	1-Kg
Hydrocortisone B.P. (Micronised Powder)	1-Kg
Hydrogen Peroxide B.P. 6% 20 Vol.Sol. Shelf Life 1 Year	500-ml
Hydroquinone (Quinol) Photo Grade. <i>Class 9 UN 3077 P/G III</i>	300-gm
	500-gm
	1-Kg
Ichthammol B.P. 1998	100-gm
	500-gm
	1-Kg
	5-Kg
Iodine B.P. 1998 (Japanese Flakes) <i>Class 6.1 UN 3290 P/G II Subsidiary Risk 8</i>	25-gm
	500-gm
Iodoform	500-gm
	1-Kg
Kaolin B.P. Light	500-gm
	1-Kg
	25-Kg
Lactic Acid E.P. <i>Class 8 UN 3265 P/G II</i>	250-ml
Lactose Monohydrate E.P.	25--Kg
Lignocaine Hydrochloride E.P.	1-Kg
Lysol B.P. 1968 <i>Class 8 UN 1903 P/G III</i>	5-Lt
Magnesium Carbonate E.P. Light Shelf Life 2 Years	500-gm
	2-Kg
	20-Kg
Magnesium Oxide E.P. Heavy	25-Kg
Magnesium Stearate E.P.	20-Kg Bag
Magnesium Sulphate B.P.	12x200-gm
Magnesium Sulphate B.P. / E.P. (Heptahydrate)	1-Kg
	25-Kg

Items marked with UN Hazard Classification will incur a Dangerous Goods Surcharge

Description	Pack Size
Magnesium Sulphate B.P. Dried (Exsiccated)	500-gm
	1-Kg
Magnesium Trisilicate B.P. / E.P. Heavy	1-Kg
	25-Kg
Magnesium Trisilicate B.P. / E.P. Light	1-Kg
	25-Kg
Maize Starch B.P. / E.P.	500-gm
	1-Kg
	20-Kg
Maltitol Liquid 80/55 E.P.	25-Lt
Mannitol B.P. / U.S.P.	50-Kg
Menthol B.P. / E.P.	10-gm
	25-gm
	100-gm
	500-gm
	1-Kg
	10-Kg
	25-Kg
Mercurochrome NF.12 <i>Class 6.1 UN 2025 P/G II</i>	100-gm
Methyl Cellulose B.P. M20	25-Kg
Methylcellulose B.P. M450	1-Kg
Methyl Hydroxybenzoate E.P. (Methyl Paraben E.P.)	100-gm
	250-gm
	500-gm
	1-Kg
	25-Kg
Methyl Salicylate B.P. (Wintergreen Oil) <i>Class 9 UN 3082 P/G III</i> Shelf Life 2 Years	500-ml
	1-Lt
	2-Lt
	25-Kg
	50-Kg
Metronidazole E.P.	5-Kg
Monobenzene USP	1-Kg
Neomycin Sulphate B.P.	1-Kg
Para-Amino Benzoic Acid E.P.	1-Kg
Paracetamol E.P.	1-Kg
	25-Kg
Paraffin Liquid B.P.	12x150-ml
Paraffin Liquid Heavy B.P.	500-ml
	1-Lt
	2.5-Lt
	5-Lt
	20-Lt
	208-Lt

Description	Pack Size
Paraffin Liquid Light B.P.	500-ml
Paraffin Wax B.P. (4137) / Paraffin Wax Pellets (Hard Paraffin B.P. 54-57°C]	500-gm
PEG6000	25-Kg
Phenobarbitone B.P. <i>Class 6.1 UN 2811 P/G III</i> (Import Licence Required)	1-Kg
Phenobarbitone Sodium B.P. <i>Class 6.1 UN 2811 P/G III</i> (Import Licence Required)	100-gm
	500-gm
	1-Kg
Phenol E.P. Crystal <i>Class 6.1 UN 1671 P/G II</i>	250-gm
Phenol Liquefied B.P. 80% <i>Class 6.1 UN 2821 P/G II</i> Shelf Life 1 Year	1-Lt
	25-Kg / 23.6-Lt
Phenoxyethanol B.P. (Phenoxetol B.P.) Shelf Life 2 Years	1-Kg
Phenylephrine Hydrochloride B.P.	100-gm
	1-Kg
Phosphoric Acid 1700 (85%) Food Grade <i>Class 8 UN 1805 P/G III</i> Shelf Life 2 Years	30-Lt
Pilocarpine Hydrochloride B.P. <i>Class 6.1 UN 1544 P/G II</i>	1-Kg
Podophyllum Resin B.P. <i>Class 6.1 UN 2811 P/G II</i>	25-gm
	100-gm
	500-gm
	1-Kg
Potassium Chloride B.P.	500-gm
	1-Kg
	5-Kg
Potassium Citrate B.P.	500-gm
	1-Kg
	25-Kg
Potassium Iodide B.P.	500-gm
	1-Kg
	25-Kg
Potassium Permanganate B.P. <i>Class 5.1 UN 1490 P/G II - by air only</i> (Import Licence may be required)	500-gm
Povidone Iodine U.S.P. 28 / B.P.	25-Kg
Propylene Glycol U.S.P. Shelf Life 1 Year	1-Lt
	2.5-Lt
	5-Lt
	25-Lt
Pyrazinamide EP	1-Kg
Propyl Hydroxybenzoate E.P. (Propyl Paraben E P.) Shelf Life 2 Years	1-Kg
Quinine Dihydrochloride B.P.	1-Kg
	10-Kg

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Description	Pack Size
Quinine Sulphate B.P.	1-Kg
Resorcinol E.P. <i>Class 6.1 UN 2876 P/G III</i>	1-Kg 25-Kg
Saccharin Sodium Spray Dried	25-Kg
Salicylic Acid E.P.	500-gm 1-Kg 5-Kg
Senna Leaves Prime No 3 - Untested No Certificate of Analysis available	10-Kg 100-Kg Bale
Senna Pods - Untested No Certificate of Analysis available	50-Kg 100-Kg Bale
Silica Gel Self Indicating	4x500-gm
Silver Nitrate AR/ B.P. <i>Class 5.1 UN 1493 P/G II - by air only</i>	25-gm 100-gm 500-gm
Soda Lime U.S.P. Grade	2x4.5-Kg
Sodium Acid Phosphate B.P.	25-Kg
Sodium Benzoate B.P.	1-Kg 5-Kg 25-Kg
Sodium Bicarbonate B.P. Shelf Life 2 Years	500-gm 1-Kg 2-Kg 5-Kg 25-Kg
Sodium Chloride E.P.	500-gm 1-Kg 2-Kg 5-Kg 25-Kg
Sodium Chloride Food Grade Shelf Life 2 Years	500-gm 25-Kg
Sodium Citrate B.P.	500-gm 1-Kg
Disodium Edetate E.P.	500-gm 1-Kg
Sodium Hydroxide B.P. Pellets <i>Class 8 UN 1823 P/G II</i> Shelf Life 2 Years	1-Kg
Sodium Lauryl Sulphate B.P. Shelf Life 2 Years	1-Kg 20-Kg
Sodium Metabisulphite Shelf Life 2 Years	500-gm 1-Kg

Description	Pack Size
Sodium Nitrite <i>Class 5.1 UN 1500 P/G III - by air only</i>	250-gm
Sodium Salicylate B.P.	500-gm
Sodium Thiosulphate (Photo Grade)	1-Kg
Stearic Acid B.P. Powder	20-Kg
Stockholm Tar (Medium Cordella Pine Tar)	200-Kg
Sulphathiazole Base B.P. 1998 / U.S.P. 24	1-Kg
Sulphur B.P. for external use <i>Class 4.1 UN 1350 P/G III</i>	1-Kg
	5-Kg
	25-Kg
Sulphur Sublimed B.P.C <i>Class 4.1 UN 1350 P/G III</i>	500-gm
	2-Kg
Talc E.P.	500-gm
	1-Kg
	25-Kg
Theobroma Oil B.P. (Cocoa Butter) Shelf Life 2 Years	1-Kg
	5-Kg
	25-Kg
Thiamine Hydrochloride B.P. (Vitamin B1)	1-Kg
Thymol B.P. <i>Class 8 UN 3261 P/G III</i>	1-Kg
Titanium Dioxide	1-Kg
	25-Kg
Tragacanth B.P. 1980 Powder	1-Kg
Tragacanth Compound B.P.	500-gm
	1-Kg
Tragacanth Gum B.P. Powder	1-Kg
Tween 20 B.P. (Polysorbate 20 B.P.) Shelf Life 1 Year	100-ml
	1-Kg
Tween 80 B.P. (Polysorbate 80 B.P.) Shelf Life 1 Year	1-Kg
	20-Kg
Urea B.P. / E.P.	1-Kg
	5-Kg
	25-Kg
Vanillin Supreme Borregaard	25-Kg
White Soft Paraffin B.P. / E.P. (White Petroleum Jelly B.P. / E.P.) Shelf Life 2 Years	500-gm
	1-Kg
	4.5-Kg
	25-Kg
	170-Kg Drum
Wool Fat Anhydrous E.P. (Pharmalan E.P.) Shelf Life 1 Year	1-Kg
	50-Kg
Wool Fat Hydrous – Shelf Life 1 Year	5-Kg
D (+) Xylose	100-gm
Yellow Soft Paraffin B.P. (Yellow Petroleum Jelly B.P.)	500-gm
	1-Kg



Description	Pack Size
Shelf Life 2 Years	4.5-Kg
Zinc Oxide E.P. <i>Class 9 UN 3077 P/G III</i>	500-gm
	1-Kg
	2-Kg
Zinc Sulphate Heptahydrate E.P. <i>Class 9 UN 3077 P/G III</i>	250-gm
	1-Kg
<b>Dyes</b>	
Amaranth 85% Food Grade	100-gm
	1-Kg
Crystal Violet B.P. 1980 <i>Class 9 UN 3077 P/G III</i>	100-gm
Methylene Blue B.P. 1973	100-gm
<b>Medical Supplies</b>	
Fitzroy Crepe Bandage 100% Cotton 7.5cm x 4.5m (Stretched)	12
Fitzroy Crepe Bandage 100% Cotton 10cm x 4.5m (Stretched)	12
Fitzroy Elastic Bandage – 10cm x 4.5m (Stretched)	12
Fitzroy Elastic Bandage – 15cm x 4.5m (Stretched)	12
Individually wrapped Crepe Bandages 5cm x 4.5 metres	12 x 12
Individually wrapped Crepe Bandages 7.5cm x 4.5 metres	12 x 12
Individually wrapped Crepe Bandages 10.0cm x 4.5 metres	6 x 12
Individually wrapped B.P. Cotton Stretch Bandages 5cm x 4.5 metres	12 x 12
Individually wrapped B.P. Cotton Stretch Bandages 7.5cm x 4.5 metres	12 x 12
Individually wrapped B.P. Cotton Stretch Bandages 10.0cm x 4.5 metres	6 x 12
Individually wrapped B.P. Type 1 W.O.W. Bandages 2.5cm x 5 metres	12 x 12
Individually wrapped B.P. Type 1 W.O.W. Bandages 5.0cm x 5 metres	12 x 12
Individually wrapped B.P. Type 1 W.O.W. Bandages 7.5cm x 5 metres	12 x 12
Individually wrapped B.P. Type 1 W.O.W. Bandages 10.0cm x 5 metres	12 x 12
<b>Miscellaneous</b>	
Tallow Candles 6" x ½"	300:10-lb box
<b>Packing Materials</b>	
Re-sealable polythene bags with Write-On Panels 2¼" x 3"	1000
Re-sealable polythene bags with Write-On Panels 3" x 3¼"	1000
Re-sealable polythene bags with Write-On Panels 3½" x 4½"	1000
<b>Acids</b>	
Acetic Acid Glacial E.P. <i>Class 8 UN 2789 F/P 40°C P/G II</i> <i>Subsidiary Risk 3</i>	500-ml
	1-Lt
	2.5-Lt
<b>Alcohols</b>	
Ethyl Alcohol B.P. 96% [Ethanol]	1-Lt

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Description	Pack Size
<i>Class 3 UN 1170 F/P 13°C P/G II</i>	25-Lt
Isopropyl Alcohol B.P. (Isopropanol) <i>Class 3 UN 1219 F/P 12°C P/G II</i>	500-ml
	1-Lt
	2-Lt
	205-Lt
<b>Collodions</b>	
Flexible B.P. Methylated <i>Class 3 UN 2059 F/P 10°C P/G II</i>	500-ml
<b>Flavours</b>	
Cherry Shelf life 2 Years	500-ml
	1-Lt
Orange Shelf life 2 Years	1-Lt
Raspberry Shelf life 2 Years	500-ml
	1-Lt
Strawberry Shelf life 2 Years	1-Lt
<b>Infusions</b>	
Senega Concentrated B.P. 1980 <i>Class 3 UN 1993 F/P 33°C P/G III</i> Shelf Life 1 Year	500-ml
	25-Lt
<b>Liquid Extracts</b>	
Ipecacuanha B.P. <i>Class 3 UN 1170 F/P 23°C P/G III</i>	2-Lt
Liquorice B.P.	500-ml
	1-Lt
	2-Lt
<b>Oils</b>	
Almond Oil B.P. 1973	12x200ml
	500-ml
	2-Lt
Almond Oil Sweet B.P. 2009 / EP6	25-Lt
Star Anise Oil B.P. / E.P.	100-ml
	500-ml
	1-Lt
Arachis Oil B.P. (Peanut Oil) Shelf Life 2 Years	500-ml
	1-Lt
	2-Lt
	20-Lt
	25-Lt
Castor Oil B.P. Shelf Life 20 months	500-ml
	1-Lt
	2-Lt

Description	Pack Size
Citronella Oil B.P.C. 1973	500-ml
	1-Lt
	180-Kg
R.D. Coconut Oil	1-Kg
	12.5-Kg Box
	18-Kg Buckets
Cod Liver Oil B.P. Shelf Life 2 Years	1-Lt
	2-Lt
Eucalyptus Oil B.P. <i>Class 3 UN 1169 F/P 49°C P/G III</i>	500-ml
	5-Kg
	10-Kg
	25-Kg
	180-Kg Drum
Lavender Oil B.P. Figures	100-ml
Lemon Oil B.P. <i>Class 3 UN 1169 F/P 43°C P/G III</i> Shelf Life 2 Years	1-Lt
Linseed Oil Raw Linseed Oil Raw	500-ml
	1-Lt
Nutmeg Oil B.P. Figures <i>Class 3 UN 1169 F/P 54°C P/G III</i>	500-ml
Olive Oil B.P. 1973	500-ml
	2-Lt
Orange Oil B.P. <i>Class 3 UN 1169 F/P 43°C P/G III</i>	1-Lt
Peppermint Oil	100-ml
	250-ml
	10-Kg
	15-Kg
	25-Kg
Rosemary Oil B.P.C. Figures <i>Class 3 UN 1169 F/P 41°C P/G III</i>	500-ml
Turpentine Oil B.P. <i>Class 3 UN 1299 F/P 35°C P/G III</i>	500-ml
	1-Lt
<b>Oxymels</b>	
Squill B.P.	1-Lt
	2-Lt
<b>Solutions</b>	
Ammonia Aromatic B.P. Solution	1-Lt
Benzalkonium Chloride B.P. 50% Solution <i>Class 8 UN 1760 P/G III</i>	1-Kg
Chlorhexidine Digluconate 20% Solution <i>Class 9 UN 3082 P/G III</i>	25-Kg

Description	Pack Size
Formaldehyde B.P. 40% Solution Class 3 UN 1198 F/P 38°C P/G III Subsidiary Risk 8	500-ml
<b>Solvents</b>	
Acetone B.P. Class 3 UN 1090 F/P -20°C P/G II	500-ml
	1-Lt
	2-Lt
	25-Lt
Chloroform 99+% Class 6.1 UN 1888 P/G II	2.5-Lt
Diethyl Ether – 98% min GRG (Ether Solvent). Class 3 UN 1155 F/P -40°C P/G I	1-Lt
<b>Spirits</b>	
Methylated 95% Class 3 UN 1170 F/P 18 °-23°C P/G II	5-Lt
<b>Syrups</b>	
Blackcurrant B.P. Shelf Life 1 Year	500-ml
Raspberry B.P. 1988 Syrup Shelf Life 2 Years	2-Lt
Syrup B.P.	2-Lt
Syrup B.P. Preserved	2-Lt
Tolu E.P. Shelf Life 2 Years	2-Lt
Wild Cherry	2-Lt
<b>Tinctures</b>	
Arnica Flower B.P.C. 1949 Class 3 UN 1293 F/P 23°-61°C P/G III Shelf Life 2 Years	1-Lt
Asafetida B.P.C. 1949 / 1952 Class 3 UN 1293 F/P 20°C P/G II	2-Lt
	25-Lt
Benzoin B.P.C. Class 3 UN 1293 F/P 17°C P/G II	500-ml
Benzoin Compound B.P. Class 3 UN 1293 F/P 17°C P/G II	500-ml
Capsicum B.P.C. Class 3 UN 1992 F/P 18°C P/G III	500-ml
Cardamom Compound B.P. Shelf Life 2 Years Class 3 UN 1293 F/P 22°C P/G II	1-Lt
Ipecacuanha B.P. 1999 Class 3 UN 1293 F/P 30°C P/G III	2-Lt
Lavender Compound B.P.C. 1949 Class 3 UN 1293 F/P 17°C P/G II	2-Lt
Opium, Camphorated B.P. Class 3 UN 1293 F/P 23°C P/G III Shelf Life 2 Years	5-Lt
	25-Lt
Bitter Orange B.P. / E.P. Class 3 UN 1293 F/P 31°C P/G III	100-ml
	250-ml

Description	Pack Size
Quillaia B.P. Class 3 UN 1293 F/P 24°C P/G III Shelf Life 2 Years	25-Lt
<b>Waters</b>	
Rosewater Concentrated 1-39 Class 3 UN 1170 F/P 27°C P/G III	2-Lt

# HALEWOOD CHEMICALS LTD STANDARD TERMS AND CONDITIONS OF SALE

The Buyer's attention is in particular drawn to the provisions of condition 10.5.

## 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these conditions.
- 1.2 **Buyer:** the person, firm or company who purchases the Goods from HCL.
- 1.3 **Contract:** any contract between HCL and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
- 1.4 **Goods:** any goods agreed in the Contract to be supplied to the Buyer by HCL (including any part or parts of them).
- 1.5 **HCL:** Halewood Chemicals Ltd.
- 1.6 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 Words in the singular include the plural and in the plural include the singular.
- 1.8 A reference to one gender includes a reference to the other gender.
- 1.9 Condition headings do not affect the interpretation of these conditions.
2. **APPLICATION OF TERMS**
- 2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These conditions apply to all HCL's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of HCL. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of HCL which is not set out in the Contract. Nothing in this condition shall exclude or limit HCL's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from HCL shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by HCL until a written acknowledgement of order is issued by HCL or (if earlier) HCL delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation is given on the basis that no Contract shall come into existence until HCL despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that HCL has not previously withdrawn it.

## 3. DESCRIPTION

- 3.1 The quantity and description of the Goods shall be as set out in HCL's quotation or acknowledgement of order.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by HCL and any descriptions or illustrations contained in HCL's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

## 4. DELIVERY

- 4.1 Unless otherwise agreed in writing by HCL, delivery of the Goods shall take place:
  - (a) when delivered by sea at the ship's rail in accordance with Incoterms 2000 CIF;
  - (b) when delivered by air, road or rail, when delivered to the carrier in accordance with Incoterms 2000 CIP.
- 4.2 The Goods (other than raw materials) are supplied by HCL on condition that the final recipient is located outside the European Union and either
  - (a) the Goods are directly exported by HCL to a destination outside the European Union; or
  - (b) any recipient within the European Union will export the Goods to a recipient outside the European Union and will not distribute or sell the Goods to any third party in the European Union.
- 4.3 Any dates specified by HCL for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.4 Subject to the other provisions of these conditions HCL shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by HCL's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or HCL is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
  - (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by HCL's negligence);
  - (b) the Goods shall be deemed to have been delivered; and
  - (c) HCL may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.6 If HCL delivers to the Buyer a quantity of Goods of up to 5% more or less than the quantity accepted by HCL, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- 4.7 HCL may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.8 Where it is agreed that the Goods shall be delivered by instalments in the case of default by the Buyer in payment of any instalment, HCL shall have the option to cancel the whole of the outstanding part of the Contract or any future instalment or instalments.
- 4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 4.10 All Goods are subject to availability at the due date for despatch.

## 5. NON-DELIVERY

- 5.1 The quantity of any consignment of Goods as recorded by HCL on despatch from HCL's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 HCL shall not be liable for any non-delivery of Goods (even if caused by HCL's negligence) unless the Buyer gives written notice to HCL of the non-delivery within 14 days of the date when the Goods would in the ordinary course of events have been delivered.
- 5.3 Any liability of HCL for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## 6. RISK/TITLE

- 6.1 The Goods are at the risk of the Buyer from the time of delivery.
- 6.2 All Goods shall be shipped in standard packaging unless otherwise stated. Specialised packaging for hazardous, keep cool or other items may be subject to an additional charge at the option of HCL.
- 6.3 Hazardous items cannot be sent by post or courier.
- 6.4 In respect of orders in excess of £4,000 by value Goods shall be transported CIF (for goods shipped) or CIP for other means of transport. In respect of orders below £4,000 by value, delivery, freight and insurance charges will be for the account of the Buyer but unless otherwise stated in these Terms and Conditions, in all other respects, the Goods will be transported in accordance with the provisions of Incoterms 2000 as they relate to CIF (for goods shipped) or CIP for other means of transport. Consular charges for all transportations are for the account of the Buyer.
- 6.5 Ownership of the Goods shall not pass to the Buyer until HCL has received in full (in cash or cleared funds) all sums due to it in respect of:
  - (a) the Goods; and
  - (b) all other sums which are or which become due to HCL from the Buyer on any account.
- 6.6 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
  - (a) hold the Goods on a fiduciary basis as HCL's bailee;
  - (b) store the Goods (at no cost to HCL) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as HCL's property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (d) maintain the Goods in satisfactory condition and keep them insured on HCL's behalf for their full price against all risks to the reasonable satisfaction of HCL. On request the Buyer shall produce the policy of insurance to HCL.
- 6.7 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
  - (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - (b) any such sale shall be a sale of HCL's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 6.8 The Buyer's right to possession of the Goods shall terminate immediately if:
  - (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
  - (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any

other contract between HCL and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

- (c) the Buyer encumbers or in any way charges any of the Goods.
- 6.9 HCL shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from HCL.
- 6.10 The Buyer grants HCL, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 6.11 Where HCL is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by HCL to the Buyer in the order in which they were invoiced to the Buyer.
- 6.12 On termination of the Contract, howsoever caused, HCL's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.
7. **PRICE**
- 7.1 Unless otherwise agreed by HCL in writing, the price for the Goods shall be the indicative price set out in HCL's pricelist published on the date of delivery or deemed delivery.
- 7.2 HCL reserves the right to vary the prices shown in HCL's price list as circumstances dictate. All orders are accepted on this basis unless otherwise agreed in writing for example by way of order arising from a valid quotation.
- 7.3 The Buyer may be held liable for additional costs arising from alteration or cancellation of an order.
- 7.4 The price for the Goods shall be exclusive of any value added tax.
8. **PAYMENT**
- 8.1 Subject to condition 8.4, payment of the price for the Goods will be due in pounds sterling or US dollars as stated in the Contract within 30 days of the date of invoice unless otherwise stated in the Contract Provided that Buyers including new Buyers may be required to make payment with order.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until HCL has received cleared funds.
- 8.4 All payments payable to HCL under the Contract shall become due immediately on its termination despite any other provision.
- 8.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 8.6 If the Buyer fails to pay HCL any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to HCL on such sum from the due date for payment at the annual rate of 2.5% above the base lending rate from time to time of National Westminster Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment.
9. **QUALITY**
- 9.1 HCL warrants that (subject to the other provisions of these conditions) on delivery the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 9.2 HCL shall not be liable for a breach of the warranty in condition 9.1 unless:
  - (a) the Buyer gives written notice of the defect to HCL, and, if the defect is as a result of damage in transit to the carrier, within 14 days of the time when the Buyer discovers or ought to have discovered the defect; and HCL is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by HCL) returns such Goods to HCL's place of business for the examination to take place there.
  - (b) HCL shall not be liable for a breach of the warranty in condition 9.1 if:
    - (a) the Buyer makes any further use of such Goods after giving such notice; or
    - (b) the defect arises because the Buyer failed to follow HCL's written instructions as to the storage, use or maintenance of the Goods or (if there are none) good trade practice; or
    - (c) the Buyer alters such Goods without the written consent of HCL.
- 9.4 Subject to condition 9.2 and condition 9.3, if any of the Goods do not conform with the warranty in condition 9.1 HCL shall at its option replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if HCL so requests, the Buyer shall return the Goods or the part of such Goods which are defective to HCL.
- 9.5 If HCL complies with condition 9.4 it shall have no further liability for a breach of the warranty in condition 9.1 in respect of such Goods.
10. **LIMITATION OF LIABILITY**
- 10.1 Subject to the provisions of condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of HCL (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
  - (a) any breach of these conditions;
  - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 HCL makes no representation as to the suitability of the Goods for any particular purpose and all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of HCL:
  - (a) for death or personal injury caused by HCL's negligence; or
  - (b) for any matter which it would be illegal for HCL to exclude or attempt to exclude its liability; or
  - (c) for fraud or fraudulent misrepresentation.
- 10.4 The Buyer is responsible for ensuring that Goods ordered comply with local import regulations. HCL shall not be liable for Goods impounded, confiscated or destroyed or refused entry into any country through lack of compliance with regulations or failure to obtain an import licence or preshipment inspection. Where an import licence or preshipment inspection is required a proforma invoice can be supplied by HCL for this purpose.
- 10.5 Subject to condition 10.2 and condition 10.3 HCL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.
11. **ASSIGNMENT**
- 11.1 HCL may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of HCL.
12. **FORCE MAJEURE**
- 12.1 HCL reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of HCL including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to HCL to terminate the Contract.
13. **GENERAL**
- 13.1 Each right or remedy of HCL under the Contract is without prejudice to any other right or remedy of HCL whether under the Contract or not.
- 13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.3 Failure or delay by HCL in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.4 Any waiver by HCL of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law.
- 13.7 All disputes or differences arising out of any contract shall be submitted to arbitration in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.
14. **COMMUNICATIONS**
- 14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
  - (a) (in case of communications to HCL) to its registered office or such changed address as shall be notified to the Buyer by HCL; or
  - (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to HCL by the Buyer.
- 14.2 Communications shall be deemed to have been received:
  - (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting) or five days after posting in the case of communications sent internationally; or
  - (b) if delivered by hand, on the day of delivery; or
  - (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 14.3 Communications addressed to HCL shall be marked for the attention of a Director