

Special Steels Ltd

Standard Conditions of Sale

1. Definitions

In this agreement the following expressions (whether with or without the definite article) have the following meanings unless the context requires otherwise; "Owner" means the person, firm or company contracting with the Company; "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company; "Goods" means the goods supplied by the Owner; "Price" means the price for the Treatment excluding packing, insurance and VAT; "Company" means Special Steels Limited and "Treatment" means the heat treatment and other treatment provided by the Company to the Owner.

2. Conditions Applicable

- 2.1. These Conditions will apply to all contracts between the Company and the Owner to exclusion of all other terms and conditions including any terms or conditions which the Owner may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2. Any variation to these conditions (including any special terms and conditions agreed between the parties) will not be effective unless agreed in writing by a director or authorised officer of the Company. Employees are not authorised to make oral representations as to the skill and care of which will be used by the Company in the provision of its services.
- 2.3. The Owner shall submit to the Company all information specifications drawings and technical descriptions necessary to enable the Company to provide the Treatment and the Owner alone shall be responsible for the accuracy of the foregoing.

3. The Price and Payment

- 3.1. The price is the Company's quoted price or the price set out in its quotation, purchase order or sales order, sales invoice or as set out overleaf or elsewhere. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Company's invoice.
- 3.2. Payment of the Price and VAT is due within 30 days of the date of the invoice.
- 3.3. Interest will accrue on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 3% above the Barclays Bank plc's base rate from time to time in force and will accrue at such a rate after as well as before any judgment.
- 3.4. The Company does not accept responsibility for any pallet cases cartons or other such materials delivered with the Goods although wherever possible will endeavour to return the same. If the Company is unable to use such material the Company will pack the treated goods as it deems appropriate and any additional costs so incurred shall be charged to the Owner.
- 3.5. The Owner shall not be entitled to withhold payment of any amount payable under the contract because of any disputed claim of the Owner in respect of faulty Treatment or any other alleged breach of contract nor shall the Owner be entitled to set off against any amount payable under the contract to the Company any monies which are not then presently payable by the Company or for which the Company disputes liability.

4. The Goods

- 4.1. The Company shall be entitled to suspend or cancel the contract without any liability to the Company and the Price shall become immediately due and payable where the Owner fails to collect all materials delivered to the Company within ten days after notification by the Company to the Owner that the same are ready for collection, the Owner is subject to any insolvency proceedings, namely make any voluntary arrangement to its creditors, becomes subject to an administration order, becomes bankrupt or goes into liquidation or a receiver, administrative receiver or administrator is appointed over any of the property or assets of the Owner, or the Company receives notice of any claim alleging that the Goods or any part thereof or any Treatment applied to the Goods infringes any patent, copyright, design, right, trade mark or other industrial or intellectual property rights of any other person.
- 4.2. The Company does not exclude liability for the direct physical damage to or physical loss of property of the Owner resulting from The Company's its employees' or agents' negligent acts or omissions and which arise out of the performance of its obligations under the contract provided that the Company's liability shall not exceed the lesser of £500 or three times the contract Price in aggregate in respect of any one event or series of events.

5. Delivery

- 5.1. Delivery and collection of the Goods will be made by the Owner unless expressly agreed to be performed by the Company.
- 5.2. The Company shall not be liable to the Owner or deemed to be in breach of the contract by reason of any delay in performing or failure to perform any of the Company's obligations in relation to the goods or delay or failure due to any cause beyond the Company's reasonable control.
- 5.3. If the Owner fails to take delivery of the treated Goods at the time stated for delivery then without prejudice to any other right or remedy available to the Company the Company may:-
 - 5.3.1. Store the treated Goods until actual delivery and charge the Owner for the reasonable cost (including insurance) for storage.
 - 5.3.2. Sell the treated Goods at the best price readily obtainable and (after deducting a reasonable charge for storage and selling expenses) account to the Owner for the

excess of the Price under the contract or charge the Owner for any shortfall below the price under the contract.

- 5.4. Subject to 5.3 above the Company shall have a general lien on all Goods and property belonging to the Owner and such lien shall be exercisable in respect of all sums lawfully due from the Owner to the Company. The Company shall be entitled on the expiration of ten days to dispose of such Goods or property in such a manner and at such as it thinks fit and to apply the proceeds for such debt.

6. Sub-Contracting

The Company reserves the right to sub-contract the fulfilment of the contract or any part thereof in which event the Company contracts on behalf of itself and its sub-contractors.

7. Risk

All materials are held by the Company at the risk of the Owners in all respects and the Company shall not be liable for any loss or damage incurred thereto however the same may be caused and whether as a result of negligence on the part of the Company its agents or employees or otherwise.

8. Defects

- 8.1. The Company shall be under no liability in respect of any defects in the Goods or the treated Goods arising from any information, drawing, design or specification supplied by or on behalf of the Owner, any defects arising from fair wear and tear, wilful damage, negligence and normal working conditions, failure to follow the Company's instructions or misuse of the treated Goods without the Company's approval.
- 8.2. The Company will be under no liability if the total Price of the treated goods has not been paid by the due date and the Owner shall be deemed to have accepted the goods unless written notice specifying the defect which would be apparent upon careful inspection or by such testing as is reasonable is given within seven days of collection of the treated Goods and prior to their use or resale.
- 8.3. In the event that the Owner serves written notice on the Company pursuant to paragraph 8.2 the Owner shall give the Company reasonable opportunity to inspect the treated goods which are the subject of the written notice and if so requested, by the Company will return such treated goods to the Company's premises at the Owner's expense to enable the Company to carry out such inspection.
- 8.4. Subject to the provision contained in paragraph 4.2 above, if the treated Goods referred to in any written notice served by the Owner are found by the Company to be faulty as a result of Treatment or damaged as a result of the acts or omissions of the Company or its employees or agents the Company will repeat the treatment or any part of it or credit the Owner with the appropriate part of the cost of faulty Treatment or damage to the defective treated Goods.

9. Liability

Except as expressly provided in these conditions or warranties, statements, terms and conditions or undertakings which may be implied by statute or common law custom of trade or otherwise, are hereby excluded.

10. Force Majeure

The Company shall not be liable to the Owner or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Company's reasonable control. Causes beyond the Company's reasonable control include acts of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or third parties); difficulties in obtaining raw materials, labour, fuel, parts or machinery; or power failure or breakdown in machinery.

11. Acknowledgement

The Owner acknowledges and accepts that Treatment carries risks to the Goods and accordingly the Owner shall be responsible for ensuring that the Goods are suitable for Treatment. If prior to or at any time during Treatment the Company forms the opinion in its absolute discretion that the goods are unsuitable for Treatment or for the continuation of the Treatment the Company shall be entitled to discontinue Treatment forthwith and will notify the Owner as soon as reasonably practical. The Company will invoice the Owner for costs incurred and Treatment carried out.

12. Proper Law of Contract

This contract is subject to the law of England and Wales.