

CONDITIONS OF SALE

1. **GENERAL**

In these conditions "the Seller" is voestalpine Elmsteel Limited whose name is printed on the front of this document and "the Buyer" is the person or company placing an order with the Seller which is accepted. The expression "the Goods" means the articles or things or any of them described in the Seller's acceptance of order form. The expression "Stillages" means Steel Bins, Pallets, lids, or any other reusable container belonging to the Seller used to transport the Goods.
2. **FORMATION OF CONTRACT**
 - (a) No order of the Buyer placed with the Seller in pursuance of a quotation or otherwise shall be binding on the Seller until accepted in writing on the Seller's acceptance of order form.
 - (b) Any contract for the sale of Goods made between the Seller and the Buyer shall be subject to these conditions unless express provision to the contrary is made in writing and no other terms and conditions shall apply to the contract between the Buyer and Seller.
3. **PRICE**
 - (a) **Computation of Price**

The price payable by the Buyer for each delivery shall be the price stated at the date of and specified in the contract. The price is exclusive of Value Added Tax which will be charged at the rate applicable at the date of invoice and any other tax or duty relating to the sale or the delivery of the Goods chargeable to the Seller.
 - (b) **Price Variation**

If after the date of the Seller's acceptance of order any change shall occur in the costs of any materials labour transport or other items including overheads which the Seller has to pay or incur in the performance of the Contract then the amount of any increase or decrease in such costs shall be added to or deducted from the price or prices stated in the acceptance of order and the Buyer shall pay the resultant increased or decreased price or prices.
4. **DELIVERY**
 - (a) The Seller will make every effort to comply with the quoted time of delivery but shall not be liable for any penalty, damages or expense consequent upon failure or delay in delivery by the Seller or its Agents, nor shall such delay entitle the Buyer to cancel any order, refuse to accept delivery or repudiate any contract for work to be done.
 - (b) Delivery is made to the Buyer's works and thereafter the Goods shall be at the buyer's risk, unless the buyer collects the Goods from the Seller's works in which case the Goods will be at the buyers risk from the point of collection.

Notwithstanding any other condition herein contained the Seller may at its option deliver the Goods to the Buyer by instalments.
5. **EXPORT TERMS**
 - (a) Unless any special terms are agreed in writing between authorised representatives of the Buyer and the Seller, where the Goods are supplied for export from the United Kingdom the Buyer shall be responsible (at its own expense) for complying with any legislation or regulations governing the importation of the Goods into the country of destination (including obtaining relevant licences, permits and permissions) and for the payment of any duties and for supplying all relevant details to the Seller where delivery is to be made at the Buyer's premises.
 - (b) Unless the Goods are to be collected by the Buyer or its carrier from the Seller's premises, the Goods shall be delivered at the Buyer's nominated premises (as agreed by the Seller).
6. **RISK**

The risk in respect of all Goods supplied under the contract shall pass to the Buyer upon the Goods being delivered to or collected by the Buyer but notwithstanding such delivery the property in the Goods shall not pass to the Buyer except as provided in condition 7 hereof.
7. **TITLE TO GOODS**

The risk in the goods shall pass from the Seller to the Buyer upon delivery of such goods to the Buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for all goods delivered to the Buyer under this and all other contracts between the Seller and the Buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer under which the goods were delivered. The Seller shall be entitled to enter upon the Buyer's premises or any other premises where the goods may be in order to recover the goods at any time.
8. **TERMS OF PAYMENT**
 - (a) The Contract price for the Goods shall be payable net cash due on or before the last day of the month following the date of the invoice (30 days net) unless agreed otherwise in writing. Time of payment is of the essence of the contract.
 - (b) Where the Goods are delivered by instalments the Buyer shall be obliged to pay for each instalment upon the terms set out in the sub-clause (a) of this clause.

The Seller shall be entitled to interest on any part of the contract price not paid by its due date from that date until payment at the rate of 4 per cent above Barclays Bank Plc base rate on all of the due payments. Where the Seller holds any tooling patterns drawings or other property of the Buyer the Seller shall be entitled to exercise a particular lien over such goods of the Buyer for any sums of money due to the Seller from the Buyer under the contract or on any account whatsoever.
9. **BUYERS CLAIMS**
 - (a) Claims for short weight or measure shall be made by the Buyer within seven days of delivery and the Seller shall be given the opportunity of verifying the weights for seven days thereafter.
 - (b) Claims for Goods defective through faulty materials or bad workmanship shall be made in writing to the Seller within three months of date of delivery unless prior to delivery the Buyer or some person authorised by him has examined the Goods in which case the Buyer shall not be entitled to claim as aforesaid in respect of defects which such examination ought to have revealed.
 - (c) Except as above and in respect of death or personal injury resulting from negligence of the Seller its employees or agents, the Seller shall not be liable to the Buyer for any claim or claims for direct indirect or consequential loss made by the Buyer against the Seller whether in contract tort or otherwise arising out of or in connection with any defect in the Goods or any act or omission of the Seller its employees or agents in the performance of the contract.
10. **PATENTS AND REGISTERED DESIGNS**

The Buyer shall indemnify the Seller against all claims for which the Seller may become liable for infringement of patent registered unregistered or unregistered design rights copyright trade marks or any other intellectual property rights by making or selling Goods in accordance with the Buyer's specification.
11. **TOLERANCES**
 - (a) The Seller reserves the right to supply on completion of any contract for sale of Goods to the Buyer a quantity within plus or minus ten per cent of that order and the amount of the payment for them shall be pro-rataed accordingly.
 - (b) Unless otherwise agreed the Goods will be supplied to the appropriate British Standard tolerances or other relevant standard specifications. All Cold Drawn Seamless and Cold Drawn Electrically Welded Tube is supplied "as Drawn" unless otherwise requested.
12. **INSOLVENCY AND BREACH OF CONTRACT**

In the event of:

 - (a) The Buyer committing any breach of contract and failing to remedy such breach within 30 days from receipt of a notice in writing from the Seller requesting such remedy, or
 - (b) Any distress or execution being levied on any of the Goods or property of the Buyer
 - (c) The Buyer being an individual having a bankruptcy petition presented or bankruptcy order made against him, putting a proposal to his creditors for an Individual Voluntary Arrangement or entering into such an Arrangement or otherwise compounding with his creditors
 - (d) The buyer being a limited company an order being made or resolution passed for its winding-up (save for the purpose of reconstruction or amalgamation) or a receiver (whether administrative or otherwise) administrator or other encumbrancer being appointed over or taking possession of all or part of the Buyer's assets or the Buyer being a foreign company, suffer any analogous proceedings under the laws of its country of domicile
 - (e) the Seller shall be entitled without prejudice to its other rights hereunder forthwith to suspend all further deliveries until the default (in the event of breach) has been made good or to determine the contract. Notwithstanding any such termination the Buyer shall pay the Seller at the contract rate for all the Goods delivered up to the date of termination.
13. **STILLAGES**
 - (a) Unless otherwise agreed in writing, the Goods will be shipped in the Seller's Stillages and invoiced to the buyer.
 - (b) Upon return of the Stillages a credit note will be issued to the buyer.

At all times the ownership of the Stillages remains vested in the Seller until payment is received in full subject to condition 6. The payment of invoices for Stillages are subject to the terms of payment as set out in condition 8.

FORCE MAJEURE

The Seller reserves the right to defer the date of delivery or to cancel the Contract, reduce the volume of the Goods ordered by the Buyer or suspend the provision of the Service to 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 the Seller including, without limitation, strikes, lock outs or other industrial disputes (whether involving the workforce of the Seller or of any other party), act of God, government actions, war riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, power failure, breakdown of plant or machinery, fire, flood, storm, disease, epidemic, default of suppliers or subcontractors, difficulties or increased expense in obtaining raw materials, labour, fuel, parts of machinery, or import or export regulations or embargoes. Provided that if the event in question continues for a continuous period in excess of 20 days the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

THIRD PARTY RIGHTS

A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

CONSTRUCTION

These conditions and every contract made pursuant thereto shall be governed by and be construed in all respects in accordance with the laws of England and any claim or dispute arising therefrom shall be subject to the jurisdiction of and be determined by the English Courts