

1. DEFINITIONS AND INTERPRETATION

In these standard terms and conditions:

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:

- "Absolute Change in Law"** a change in Applicable Law which renders the activities of a party in connection with the Contract illegal or unlawful where no action of that party (such as obtaining a licence, authorisation or consent or amending or varying its activities or processes) can make such activities legal and lawful
- "Applicable Law"** any:
- statute, statutory instrument, bye-law, order, directive, treaty, decree or law including any common law, judgment, demand, order or decision of any court, regulator or tribunal;
 - legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or
 - legally binding industry code of conduct or guideline which relates to the Contract and/or the Goods
- "Business Day"** a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
- "Company"** voestalpine Specialty Metals UK Limited
- "Contract"** the contract between the Company and the Seller for the sale and purchase of the Goods formed in accordance with **Condition 2**
- "Delivery Point"** the place where delivery of the Goods is to take place under **Condition 7.1**
- "Force Majeure Event"**
- act of God;
 - war, insurrection, riot, civil commotion, act or threat of terrorism;
 - lightning, earthquake, fire, flood, storm or extreme weather condition; or
 - Absolute Change in Law; or
 - any other event or circumstance to the extent it is beyond the reasonable control of the relevant party, but excluding the following:
 - strikes, lockouts and industrial disputes affecting its workforce and/or the workforce of its suppliers and/or sub-contractors;
 - any failure to secure a supplier or sub-contractor or any failure or default of a supplier or sub-contractor except to the extent that failure or default is caused by an event or circumstance beyond the reasonable control of the supplier or sub-contractor; (iii) breakdown or failure of plant or machinery;
 - inability to obtain essential supplies or materials; and
 - changes in Applicable Law (other than Absolute Changes in Law)
- "Goods"** any goods which the Seller supplies to the Company (including any of them or any part of them) under a Contract
- "Insolvent"** the Seller is insolvent where it becomes bankrupt or insolvent or proposes or passes a resolution for its winding up; a winding up petition is presented against it; has a winding up order made in respect of it; enters administration or is the subject of an application for administration filed at any court; proposes, makes or is subject to, any voluntary arrangement or composition with its creditors generally, an application to a court of competent jurisdiction for protection from its creditors generally or a scheme of arrangement; has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income; ceases to trade; is unable to pay its debts as they fall due or ceases to trade or appears, in the reasonable opinion of the Company, to be likely to cease to trade, or has any analogous steps or actions taken in any jurisdiction
- "Intellectual Property Rights"** all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions
- "Order"** any purchase order of the Company for the Goods incorporating these Terms and Conditions
- "Price"** the price set out in the Order
- "Seller"** the person from whom the Company orders the Goods
- "Specification"** in relation to the Goods, the technical specifications of those Goods; all preparatory, design and development materials which relate to the Goods; all information of any description which explains the structure, design, operation, functionality of the Goods; all information of any description which relates to the maintenance and/or support of the Goods
- "Terms and Conditions"** these standard terms and conditions of purchase together with any special terms agreed in writing between the Seller and the Company as specified on the Order.
- 1.2 all headings are for ease of reference only and shall not affect the construction or interpretation of the Terms and Conditions;
- 1.3 in these Terms and Conditions, unless the context otherwise requires:
- 1.3.1 references to the singular include the plural and vice versa and references to any gender include every gender;
 - 1.3.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.4 in these Terms and Conditions:
- 1.4.1 references to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
 - 1.4.2 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them; and
 - 1.4.3 an obligation on a party to procure or ensure the performance or standing of another person shall be construed as a primary obligation of that party.
- 2. FORMATION OF CONTRACT AND INCORPORATION**
- 2.1 Subject to any variation under **Condition 2.5**, the Contract will be upon the Terms and Conditions to the exclusion of all other terms and conditions, including any terms or conditions which the Seller purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document, whether or not such document is referred to in the Contract.
- 2.2 Each Order for Goods will be accepted by the Seller by returning its standard acknowledgement of order form to the Company. The Contract is only formed when the Seller has served the its standard acknowledgement of order form on the Company. No Contract will exist prior to service of such acknowledgement of order form.
- 2.3 Delivery of the Goods will be deemed conclusive evidence of the Seller's acceptance of the Terms and Conditions.
- 2.4 The Seller may not cancel the Contract. The Company is entitled to cancel the Contract in whole or in part by giving written notice to the Seller at any time prior to delivery of the Goods in which event the Company's sole liability will be to pay to the Seller fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 2.5 Save as otherwise expressly provided in the Contract, no variation to the Terms and Conditions shall be effective unless it is in writing and signed by a duly authorised representative on behalf of the Company.
- 3. THE GOODS**
- 3.1 The quantity and description of the Goods, including in relation to any chemical composition requirements, will be as set out in the Order and/or in any applicable Specification supplied or advised by the Company to the Seller with or before the Order.
- 3.2 The Seller will flow down to the supply chain the applicable requirements to include any customer requirements. The Seller will ensure they use suitably qualified and experienced personnel where relevant when completing work under the Purchase Orders.
- 3.3 The Seller will comply with all applicable standards, regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.
- 3.4 The Seller will provide to the Company true, complete and accurate test certificates as required by the Order, including in relation to any chemical composition requirements set out in the Order and/or in any applicable Specification, in a form which is to the satisfaction of the Company.
- 3.5 The Company will have the right to inspect and test the Goods at any time prior to delivery. The Seller will not unreasonably refuse any request by the Company to carry out such inspection and testing and will provide the Company with all facilities reasonably required. The Seller allows the Company, their customer and regulatory authorities right of access to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records; and obtain a certificate of conformity, test reports and /or airworthiness certificates.

- 3.6 If as the result of such inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract and the Company so informs the Seller within 30 days of inspection or testing, the Seller will take all steps necessary to ensure compliance. Without prejudice to any other rights of the Company under the Contract, any failure of this obligation by the Seller will be deemed to be a material breach which is not capable of remedy entitling the Company to terminate the Contract under **Condition 13.1.1**.
- 3.7 Notwithstanding any such inspection or testing, the Seller will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Seller's obligations under the Contract.
- 3.8 The Seller acknowledges that precise conformity of the Goods with the Contract is of the essence of the Contract and the Company will be entitled to reject the Goods or terminate the Contract under **Condition 13.1.1** if the Goods are not in conformance with the Contract, however slight the breach may be. The Seller will immediately notify the Company of any non conforming product. The Seller will obtain the Company's approval for non conforming product disposition. Any breach of this condition is deemed to be a material breach which is not capable of remedy.
- 3.9 The Company may at any time make changes in writing relating to the Order, including changes in the drawings or Specifications, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Contract an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by the Company in writing before the Seller proceeds with such changes.
- 3.10 In respect of the Goods the Seller will maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of the Company, its customs, relevant British Standards and statutory and regulatory bodies.
- 3.11 The Seller will maintain detailed quality control and manufacturing records for the period of at least 7 years from the date of supply of Goods.
- 3.12 It is the responsibility of the Seller to acquaint itself with the purposes for which the Goods supplied are to be used.
- 3.13 The Seller will notify the Company of changes in product and/or process, change of suppliers, changes of manufacturing facility location and where required, obtain Company approval.
- 3.14 The Company, or any third party specified by the Company, shall be supplied with a certificate of origin and custom invoices for the Goods.
- 3.15 Costs incurred by the Company due to a lack of certificate of origin or customs invoices shall be charged to the Seller and deducted from the Price for the effected Goods.
- 3.16 The Seller will notify the Company as soon as it becomes aware of any breach of Applicable Laws or any health and safety hazard or issue which arises in relation to the Goods.
4. **PRICE**
- 4.1 Subject to **Condition 4.2**, the only monies to be paid by the Company in connection with the supply of the Goods are the Prices which shall be inclusive of all costs and expenses incurred by the Seller including all packaging, insurance, carriage and delivery costs.
- 4.2 Any sum payable under the Contract is inclusive of value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority).
- 4.3 The Seller shall not be entitled to increase the Price in any circumstances.
- 4.4 If the Goods are not delivered on the date set out in **Condition 7.3**, then, without prejudice to the Company's other rights under the Contract, the Prices will be reduced at the rate set out in the Order for each day which elapses between the due date for delivery and the date of actual delivery.
5. **PAYMENT**
- 5.1 Subject to the Seller performing its obligations in accordance with the terms of the Contract, the Company shall pay the Prices to the Seller in accordance with this **Condition 5**.
- 5.2 The Seller shall invoice the Company for the Prices for the Goods following delivery of the Goods in accordance with **Condition 7.1**.
- 5.3 Each invoice shall be a valid value added tax invoice and shall be sent to the Company in accordance with **Condition 16**.
- 5.4 Subject to **Conditions 5.2** and **5.6**, each invoice shall be payable by the Company by the later of 60 days following the date on which the invoice is received or date that the Goods are delivered by the Seller in accordance with **Condition 7**.
- 5.5 Notwithstanding any purported contrary appropriation by the Seller, the Company shall be entitled, by giving written notice to the Seller, to appropriate any payment by the Company to any invoice issued by the Seller.
- 5.6 The Company shall be entitled to set-off any liability which the Seller has to it against any liability which it has to the Seller, whether such liability is present or future, liquidated or unliquidated, under the Contract or any other contract between the parties or other cause of action and irrespective of the currency of its denomination.
- 5.7 Subject to **Condition 5.6**, if any sum payable under the Contract is not paid by, or within 10 days after, the due date for payment the Seller shall be entitled to charge the Company interest on that sum at 3% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. The parties agree that this **Condition 5.7** is a substantial remedy for late payment of any sum payable under the Contract, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 No payment made by the Company shall constitute acceptance by the Company of the Goods or otherwise prejudice any rights or remedies which the Company may have against the Seller including the right to recover any amount overpaid or wrongfully paid to the Seller.
6. **INSTALMENTS**
- The Seller may not deliver the Goods by separate instalments or invoice the Price for an instalment separately unless agreed in writing by the Company. If the Company does agree, the Contract will be construed as a separate Contract in respect of each instalment or stage, and without prejudice to any other right or remedy, the Company will have the right, but not the obligation, to:
- 6.1 treat all the Contracts for the total Order as repudiated if the Seller fails to deliver or perform any instalment or stage; and
- 6.2 reject any or all of the instalments for the total Order if the Company is entitled to reject any one instalment.
7. **DELIVERY**
- 7.1 Subject to **Condition 7.3**, delivery of the Goods will be made by the Seller DDP as defined in INCOTERMS 2010 to the address stated on the Order. The Seller will off-load the Goods at its own risk as directed by the Company.
- 7.2 Subject to **Condition 7.3**, the Goods will be delivered during the Company's normal office hours on the date or during the period specified in the Order, or if no such period is specified then within 28 days of the date of the Contract. Time for delivery will be of the essence.
- 7.3 The Company reserves the right to take delivery of the Goods at the Seller's premises during the Seller's normal business hours within the period specified in the Order, in which case **Conditions 7.1** and **7.2** shall not apply.
- 7.4 The Seller will ensure that:
- 7.4.1 the Goods are marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier and properly packed and stored so as to reach their destination in an undamaged condition;
- 7.4.2 each delivery is accompanied by a prominently displayed delivery note which shows, inter alia:
- 7.4.2.1 the batch and order number;
- 7.4.2.2 date of order;
- 7.4.2.3 number of pieces and contents;
- 7.4.2.4 the dimensions, quantity and weight of the Goods (in meters and in kilograms);
- 7.4.2.5 whether the unit weight of the Goods exceeds 1,000kg; and
- 7.4.2.6 in the case of part delivery, the outstanding balance remaining to be delivered;
- 7.4.3 the Goods are packed per size, cast and lot;
- 7.4.4 before delivery the Company is provided in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The Company will rely on the supply of such information from the Seller in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and any other relevant legislation; and
- 7.4.5 the Company is supplied on delivery of the Goods with all operating and safety instructions, warning notices clearly displayed and other information as may be necessary for their proper use, maintenance and repair for the Company to accept delivery of the Goods.
- 7.5 The Company reserves the right to mark the Goods immediately on delivery. This is undertaken for the purposes of security and the Company will not be deemed to have accepted the Goods by reason of this nor will the Seller be entitled to raise an objection on this ground to any subsequent rejection of the Goods.
- 7.6 Goods supplied under the Contract earlier than the date for delivery may not be accepted or paid for unless the Company notifies the Seller in writing of its intention to accept and pay for the same.
- 7.7 Without prejudice to the Company's other rights under the Contract, if the Goods are delivered to the Company in excess of the quantities ordered, the Company will be entitled to retain but will not be bound to pay for the excess and where this excess exceeds 10% of the amount ordered as set out in an Order, such excess will be and remain at the Seller's risk and be returnable at the Seller's expense.

- 7.8 The Company will not be deemed to have accepted the Goods until it has had 30 days, or such other period specified in the Order, to inspect them following delivery. The Company will also have the right to reject the Goods as though they had not been accepted for 45 days, or such other period specified in the Order, after any latent defect in the Goods has become apparent.
8. **RISK/OWNERSHIP**
Risk in and ownership of the Goods will pass to the Company on delivery.
9. **THE COMPANY'S PROPERTY**
All materials, equipment, tools, dies and moulds supplied by the Company to the Seller will at all times:
- 9.1.1 be and remain the exclusive property of the Company;
- 9.1.2 be held by the Seller in safe custody at its own risk;
- 9.1.3 be maintained and kept in good condition by the Seller until returned to the Company, subject to any modifications required by the Company;
- 9.1.4 not be disposed of other than in accordance with the Company's written instructions; and 9.1.5 not be used or modified otherwise than as authorised by the Company in writing.
- 9.2 If the Seller fails to fulfil its obligations under **Condition 9.1**, the Company may enter the Seller's premises and take possession of the Company's property. Until they have been returned or repossessed, the Seller shall be solely responsible for their safe keeping.
10. **INTELLECTUAL PROPERTY**
The Company authorises the Seller to use the Intellectual Property Rights of the Company for the purposes only of exercising its rights and performing its obligations under the Contract. The Seller will have no other rights whatsoever in respect of the Intellectual Property Rights of the Company.
- 10.2 The Seller warrants that neither the Goods, nor their use, resale or importation, infringes the Intellectual Property Rights of any person except to the extent that any infringements arise from any Specifications, drawings, samples or descriptions provided by the Company.
11. **WARRANTY INDEMNITY AND CANCELLATION**
- 11.1 The Seller warrants, represents and undertakes to the Company that the Goods:
- 11.1.1 will be of satisfactory quality within the meaning of the Sale of Goods Act 1979, and fit for any purpose held out by the Seller or made known to the Seller either in writing or orally at or prior to the Contract being formed;
- 11.1.2 will be free from defects in design, material and workmanship;
- 11.1.3 will correspond in every respect with any Specifications, drawings, samples or descriptions provided by the Company;
- 11.1.4 to the extent that they contain parts and components which according to the Specification must be identical, will contain parts and components which will be interchangeable and the fitting surfaces of all replacement parts and components will be finished in accordance with any tolerances stated in the Specification;
- 11.1.5 will be complete and fully operational and shall be delivered with all parts (and also those parts and usual safety devices that are not specified in the Order but which are required for the proper operation of the Goods);
- 11.1.6 will comply with all statutory requirements, regulations and voluntary codes of conduct relating to the Goods and their sale and supply;
- 11.1.7 will be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health. This includes the Goods being accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation and disposal of any Goods or parts of materials, in particular in relation to hazardous materials which will be clearly identified to the Company; and
- 11.1.8 will be free of asbestos, halons, chlorofluorocarbons and radiation exceeding natural background levels unless otherwise agreed with the Company.
- 11.2 Without prejudice to any other rights or remedies of the Company (whether express or implied), if the Seller breaches any terms of the Contract (including a failure or delay in delivery) or the Company terminates the Contract in accordance with **Condition 13** then the Company may (but will not be obliged) to, whether or not the Goods have been accepted:
- 11.2.1 cancel any or all remaining instalments if the Contract has not already been terminated;
- 11.2.2 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
- 11.2.3 recover from the Seller any additional expenditure reasonably incurred by the Company in obtaining the Goods in substitution from another supplier. This expenditure may be recovered from the Seller, at the Company's option, by way of credit note;
- 11.2.4 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's breach of the Contract or failure to deliver the Goods on the due date or at all; and/or
- 11.2.5 for a period of 24 months from the date of delivery, in respect of Goods which do not conform with the provisions of **Condition 11.1**, oblige the Seller, at the Company's option, forthwith to:
- 11.2.5.1 replace or repair such Goods free of charge and any repaired or replaced Goods will be guaranteed on the terms of this condition for the unexpired portion of the 40 month period; or
- 11.2.5.2 provide the Company with a credit note in the amount of the Price of the non-conforming Goods.
- 11.3 The Seller shall indemnify, keep indemnified and hold harmless the Company in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs, judgments and costs (including costs of enforcement) and expenses which the Company incurs or suffers directly or indirectly in any way whatsoever as a result of a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the Seller's obligations under the Contract.
12. **ANTI-CORRUPTION**
The Seller shall, and shall procure that its officers, employees, agents, sub-contractors and any other persons who provide any Goods for or on behalf of it in connection with a Contract shall:
- 12.1.1 not commit any act or omission which causes or could cause it or the Company to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
- 12.1.2 comply with the Company's anti-corruption policy as updated from time to time;
- 12.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with a Contract and permit the Company to inspect those records as reasonably required; 12.1.4 promptly notify the Company of:
- 12.1.4.1 any request or demand for any financial or other advantage received by it; and 12.1.4.2 any financial or other advantage it gives or intends to give whether directly or indirectly in connection with a Contract; and
- 12.1.5 promptly notify the Company of any breach of this **Condition 12.1**.
- 12.2 The Seller is aware that the Company (part of voestalpine AG) is committed to the Code of Conduct for voestalpine Business Partners attached herewith and confirms to have understood it and to comply with the Code of Conduct for voestalpine Business Partners and the values set out therein.
13. **TERMINATION**
- 13.1 If the Seller:
- 13.1.1 commits a breach of the Contract which cannot be remedied; or
- 13.1.2 commits a breach of the Contract which can be remedied but fails to remedy that breach within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the Company,
- the Company may terminate the Contract on the occurrence of **Condition 13.1.1** by giving not less than seven days' written notice and on the occurrence of **Condition 13.1.2** immediately by giving written notice to that effect to the Seller.
- 13.2 A breach can be remedied if the Seller can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.
- 13.3 The Company may terminate the Contract immediately by giving written notice to that effect to the Seller if the Seller becomes Insolvent.
- 13.4 The Company may terminate the Contract at any time on 30 days' written notice to that effect to the Seller.
- 13.5 Following expiry or termination of the Contract:
- 13.5.1 **Condition 11** shall continue in force, together with any other Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract; and
- 13.5.2 all other rights and obligations shall immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.
14. **FORCE MAJEURE**
- 14.1 The Company shall not be in breach of a Contract or otherwise liable to the other party for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event.

- 14.2 If the Company is affected by the Force Majeure Event the Company shall have no liability to pay the Price to the Seller in respect of any Goods which the Company is unable to receive/take delivery of due to the Force Majeure Event.
- 14.3 If a Force Majeure Event which gives rise to relief from liability under Condition 14.1 continues for a period of more than 60 days the Company shall be entitled to terminate the Contract immediately on written notice to the Seller.
15. **COUNTERFEIT MATERIAL**
- 15.1 The supplier has a duty to prevent the use of suspected unapproved, unapproved and counterfeit parts.
- 15.2 The supplier will not alter or change any test certification or markings on the material unless permission in writing is given by the Company.
- 15.3 If the supplier suspects the material or certification is to be used for counterfeit parts in the supply chain then the seller will inform the Company immediately.
- 15.4 The supplier will take reasonable steps to ensure scrap or remnant material or parts are disposed of in a controlled manner, de-faced to avoid the manufacture of unapproved parts and/or counterfeit parts.
16. **GENERAL**
- 16.1 Time shall be of the essence in respect of all dates, periods and timescales with which the Seller is required to comply under the Contract and any dates, periods and timescales which may be substituted for them by the agreement in writing of the parties. Time shall not be of the essence in respect of any obligation with which the Company is required to comply under the Contract.
- 16.2 The Company's rights and remedies set out in the Terms and Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- 16.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from the Contract and this shall not affect the remainder of the Contract which shall continue in full force and effect.
- 16.4 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor shall the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach or default.
- 16.5 The Seller shall not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract or to subcontract any of its obligations under the Contract.
- 16.6 The Company shall be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Contract and to subcontract any of its obligations under the Contract.
- 16.7 The parties do not intend that any term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.
- 16.8 The Contract and the Specification constitute the entire agreement between the parties and supersede any prior agreement or arrangement in respect of their subject matter and:
- 15.8.1 neither party has entered into the Contract in reliance upon, and it shall have no remedy in respect of, any representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract; and
- 15.8.2 nothing in this **Condition 15.8** shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.
17. **NOTICE**
- 17.1 Subject to **Condition 16.4** any notice or other communication given under or in connection with the Contract shall be in writing, in the English language and:
- 16.1.1 delivered by hand;
- 16.1.2 sent by pre-paid first class post or recorded delivery;
- 16.1.3 sent by facsimile; or
- 16.1.4 sent by e-mail to that party's e-mail address (with a copy sent by pre-paid first class post or recorded delivery to that party's address within 24 hours after sending the e-mail),
- to the Company at the address or facsimile number and marked for the attention of the individual detailed below and to the Seller at the address or facsimile number detailed in any quotation, acknowledgement of order or other document received by the Company from the Seller (or such other address, facsimile number or, in the case of the Company, individual, as may be notified by the relevant party to the other party from time to time in accordance with this **Condition 16**):
- voestalpine Specialty Metals UK Limited
European Business Park
Taylors Lane
Oldbury, West Midlands
B69 2BN
Fax: 0121 544 7623
For the attention of: the Company Secretary
- 17.2 Any notice or communication given in accordance with **Condition 16.1** shall be deemed to have been served:
- 16.2.1 if delivered by hand, at the time of delivery;
- 16.2.2 if sent by pre-paid first class post or recorded delivery at 9.00 a.m. on the second Business Day after the date of posting;
- 16.2.3 if sent by facsimile at the time of confirmation of completion of transmission by way of a transmission report; and
- 16.2.4 if sent by e-mail as set out in **Condition 16.1.4**, at the time of sending the e-mail (except that if an automatic electronic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been delivered to the recipient or that the recipient is out of the office, that e-mail shall be deemed not to have been served),
- provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it shall be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it shall be deemed to be served at 9.00am on the immediately following Business Day.
- 17.3 To prove service of a notice or communication it shall be sufficient to prove that the provisions of **Condition 16.1** were complied with.
- 17.4 This **Condition 16** shall not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
18. **GOVERNING LAW AND JURISDICTION**
- 18.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by English law.
- 18.2 Each party agrees that the courts of England have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).