

**AR INDUSTRIES STEELSTRIP LTD.  
TERMS AND CONDITIONS OF SALE**

**1. THE TERMS AND CONDITIONS** herein contained shall apply to and shall be incorporated in any contract under which any goods are supplied or any services rendered by us. Any condition, warranty or other term which a Purchaser (which expression includes any person employing or proposing to employ the services of the Company) may seek to impose shall not apply insofar as it is contrary to or inconsistent with these terms and conditions. In particular, but without prejudice to the generality of the foregoing, AR Industries Steelstrip Ltd. ("the Company") will not be bound by any term:

- (i) which seeks to exclude these terms and conditions or any of them; or
- (ii) which seeks to impose upon the Company any liability (whether for consequential loss, replacement or otherwise howsoever) in respect of services or goods supplied by the Company over and above the liability undertaken by the Company under these conditions.

**2. STATEMENTS NOT TO HAVE CONTRACTUAL EFFECT**

No quotation, tender, specification, illustration, drawing or other information sent or made available by the Company to the Purchaser shall have any contractual effect.

**3. FORMATION OF CONTRACT**

There shall be no contract binding on the Company until a written acceptance of order (specifying the Purchaser's name) has been signed on behalf of the Company and has been sent to the Purchaser. Without prejudice to the sending of such acceptance by other means, such as acceptance shall have effect immediately upon its being posted by the Company to the Purchaser.

**4. DELIVERY**

- (i) We will use ever endeavour to despatch or deliver and/or erect (as the case may be) by the time specified in the contract. However, we shall not be liable for any loss including, but not limited to, loss of use, loss of contracts, or loss of profits, arising out of any failure by us to despatch or deliver and/or erect (as the case may be) by such time. /
- (ii) If delivery of goods or any part thereof is delayed, hindered or prevented by reason of, or by reason of the consequences of, or by reason of the application or apprehension of, any strike, lock-out, combination of employees or sub-contractors, scarcity or absence of materials or of labour, failure of plant or machinery, fire, accident, Act of God, the intervention of governments or local authorities or any other cause whatsoever beyond the control of the Company then the Purchaser shall, notwithstanding any such delay, hindrance or prevention, accept the goods on delivery by the Company.
- (iii) We shall have the right to withhold delivery of any goods or the provision of any services under this contract in the event of any account of ours due from the Purchaser or any associated company of the Purchaser being unpaid.

5. (i) Where a delivery price is quoted, the price covers delivery to the place stated in the contract only and excludes any cost of unloading and other costs incurred by us not specifically included in our quotation, all of which shall be paid by the Purchaser as extras to the contract. If the place of delivery is not stated in the contract, delivery shall be, in the case of United Kingdom contracts, ex our Works, and in the case where goods are for a destination outside the United Kingdom, F.O.B. United Kingdom port.

(ii) Where the contract provides for erection and/or testing, the necessary fuel, water, lighting, power and storage accommodation required by us at site shall be supplied by the Purchaser at his own cost unless otherwise agreed in writing.

(iii) Where the contract provides for supervision only, the Purchaser shall supply at his own cost all necessary proper and suitable labour, materials, equipment, services and accommodation.

**6. DRAWINGS, SPECIFICATIONS AND DESCRIPTIONS**

(i) All specifications, drawings and particulars of weights and dimensions submitted with our offer are approximate only and they and the descriptions and illustrations contained in our catalogues, price lists and other advertising matter are intended to present only a general idea of the goods described therein, and shall not be deemed to be incorporated as terms of the contract so that deviations therefrom shall not invalidate the contract nor give rise to any claim against us.

(ii) Any alteration by the Purchaser in design, quantities or specification, and delays in the work due to the Purchaser's instructions or lack of instructions, shall involve adjustment to the price if our costs in carrying out the contract are thereby affected.

(iii) Where the Purchaser takes advantage of our design Services and without prejudice to terms contained therein and subject to Clause 8 herein, we shall at no cost to the Purchaser rectify any mistakes in such drawings, specifications and descriptions, but that shall be our sole liability in respect of such defects.

**7. LIABILITY**

(i) If we give any written guarantees as to performance of any plant or goods supplied by us and the same fail to meet such guarantees for reasons solely attributable to our design of the same or in the workmanship or materials used by us in the manufacture or use of such plant or goods, we shall, at our own cost and with all reasonable speed, carry out such work as may be necessary to enable such plant or goods to meet the guaranteed performance.

(ii) We shall make good repair, or at our option by the supply of a replacement, defects which under proper use appear in any plant or goods supplied by us within a period of twelve months after delivery and within 2000 hours of operation and which arise solely from faulty materials or workmanship supplied or performed by us. Provided that defective parts are promptly returned by the Purchaser at his own cost to our works unless otherwise arranged, we will supply the repaired or new parts ex Works free of charge; however, if we repair plant or goods other than at our Works, all labour costs shall be charged to the Purchaser.

(iii) When plant or goods supplied are not of our manufacture, the Purchaser is only entitled to the benefit of any warranty of guarantee given to us in respect thereof.

(iv) Except as set out in Conditions 6, 7(i), 7(ii) and 7(iii), and insofar as is reasonable all conditions, warranties and guarantees, whether express or implied, written or oral, statutory or otherwise, relating to the performance, quality or fitness for any particular purpose of any plant or goods supplied by us or work or services performed by us, are hereby excluded.

(v) Except as set out in Conditions 6, 7(1), 7(ii) and 7(iii) we shall have no liability whatsoever for any loss, damage, injury or accidents suffered by the Purchaser, whether or not resulting from our negligence or from defects in any plant or goods supplied by us or any work or services performed by us from any failure to achieve performance or from any other cause, provided always that nothing in this sub-clause shall affect our liability for death or personal injury arising from our negligence as defined in Section 1 of the Unfair Contract Terms Act 1977.

**8. LIMITATION OF LIABILITY**

We shall not be liable to the Purchaser, by way of indemnity or by reason of any breach of these terms and conditions, for loss of use, whether complete or partial, of the Purchaser's premises, or of profit or of any contract that may be suffered by the Purchaser.

## **9. PAYMENT**

(i) Unless other terms of payment have been agreed in writing, payment in full for any goods shall become due and payable on notification by us that they are ready for despatch. Should other terms of payment be agreed before the Purchaser's references have been taken up, we reserve the right to vary such terms so as to require payment prior to despatch in the event of the Purchaser's references proving unsatisfactory, or in the event that we are in reasonable doubt as to the Purchaser's ability to pay on the due date. Further, where other terms of payment have been agreed and we are hindered or delayed by the Purchaser from proceeding with delivery and/or erection of any goods, payment will be due under the terms of the contract as if there had been no such hindrance or delay.

(ii) Prices quoted are exclusive of Value Added Tax which shall be payable by the Purchaser at the required rate as an addition to the price.

(iii) Until goods supplied and/or services rendered by us shall have been fully paid for, the property in the goods shall remain in us and, if delivered to the Purchaser, the Purchaser shall store them separately, identifying them as the Company's property. Any sale of such goods by the Purchaser shall be made as agent for the Company and the Purchaser shall keep the proceeds of such sale distinct. The acceptance of any special terms of payment shall not operate as a waiver or transfer of the property in the goods to the Purchaser. However, notwithstanding that the property in the goods shall remain in us as aforesaid, such goods after delivery shall be at the Purchaser's sole risk in respect of any loss or damage arising from any cause whatsoever.

(iv) If the Purchaser makes a default in any payment under the contract or commits an act of bankruptcy or, being a company with limited liability, enters into liquidation or suffers a receiver to be appointed, we may at any time thereafter, without prejudice to any other remedy, suspend or cancel the contract and retake possession of goods that have been delivered, and the Purchaser hereby irrevocably authorises us to enter his premises for the purpose of retaking possession of such goods under this Condition. In the event that we retake possession of goods under this provision any payment made on account of the price shall be deemed to have been made solely for the use of and wear on such goods. The contract price is based on the cost of materials, labour and transport ruling at the date of our quotation and if, between that date and the completion of the work, by reason of any rise in such costs, the cost to us of performing our obligations under the contract shall be increased, the amount of such increase shall be added to the price as the case may be. Where applicable, any escalation of costs shall be calculated in accordance with the formula annexed hereto.

## **10. STORAGE**

If we do not receive forwarding instructions within seven days after the date of notification that the goods are ready for despatch, the Purchaser shall take delivery or arrange for suitable storage and protection. If the Purchaser does not take delivery or arrange for storage, we shall be entitled to arrange storage at our Works or elsewhere on the Purchaser's behalf and all charges for storage, transport and demurrage shall be paid by the Purchaser.

## **11. CANCELLATION**

Orders received and accepted by us shall not be subject to cancellation either wholly or partially without our consent in writing. If such consent is given, we reserve the right to make a cancellation charge where it is in our opinion fair, reasonable and necessary to do so, which charge may include a sum representing the profit on the unpaid balance of the agreed Contract price where it is fair and reasonable to include such Sum.

## **12. INSPECTION**

If the Purchaser requires any inspection or testing prior to delivery other than our standard works inspection or tests, or inspections or tests in the presence of the Purchaser's representatives, we shall carry out such tests and inspections or provide the facilities for the same insofar as we consider it reasonable and practicable to do so, but such inspections or tests shall be paid for by the Purchaser as an extra to the contract.

## **13. ARBITRATION**

(i) In the event of any dispute arising between the Purchaser and ourselves with respect to any matter relating to the contract, the same shall, in the absence of an amicable settlement, be referred to a single arbitrator to be appointed, in default of agreement, by the President for the time being of the Institution of Mechanical Engineers and shall be a submission to arbitration under the provisions of the Arbitration Acts 1950-1979 or any statutory modifications or re-enactment thereof for the time being in force.

(ii) Notwithstanding any arbitration proceedings hereunder, actual or pending, the performance of the contract shall continue and the Purchaser shall not withhold any sums which may be due to the Company.

## **14. LAW**

These terms and conditions and all contracts to which they apply shall be governed by English law.

## **15. SPECIAL CONDITIONS APPLICABLE ONLY TO CONTRACTS FOR SUPERVISION OR THE PROVISION OF DESIGN OR OTHER SERVICES**

Subject to the terms and conditions contained herein, we will use every effort to comply with sound engineering practice in the performance of the services and to apply the latest technical knowledge, but under no circumstances do we accept any liability, whether arising out of our negligence or breach of contract and by whomsoever asserted for any loss, damage or injury attributable to our acts or omissions or arising out of or connected with any use by any persons other than ourselves of the results of our work, and the Purchaser shall indemnify us against any claims made in respect of such liability, subject always to our accepting liability for death or personal injury arising out of our negligence as defined in Section 1 of the Unfair Contract Terms Act 1977.

## **16. FORCE MAJEURE**

We shall have no liability for any loss or damage arising from industrial disputes or circumstances beyond our control, and any increased costs thereby occasioned shall be for the account of the Purchaser.

## **17. HEADINGS**

The headings used in these Conditions are inserted for convenience only and shall not govern the interpretation of any of the provisions hereof.