

The Alternative Steel Company Limited Terms and Conditions of Sale.

1. Definitions:

- (a) The Company means the Alternative Steel Company Limited.
- (b) The Customer means any person, firm, company or other organisation entering into a contract with the Company.
- (c) Goods means the goods supplied by the Company under this Contract.

2. Validity of other terms:

Unless other terms and conditions are expressly accepted by the Company in writing by a Director of the Company all contracts between the Customer and the Company will incorporate these Terms and Conditions of Sale which shall prevail over any terms and conditions that the Customer may seek to rely upon.

3. Prices:

The Company reserves the right to vary the price payable by the Customer in the event that the costs of labour, material, plant, fuel, tax or duty increase. All prices exclude VAT which will be charged at the prevailing rate. In any event the price of the Goods shall be the Company's price prevailing at the date of despatch of the Goods.

4. Delivery:

- (a) The Company will endeavour to deliver the Goods within the time agreed or if no delivery date is agreed within a reasonable time, but will not be liable for any loss, damage, expense, penalty or costs whether direct or indirect due to any delay in the delivery of the Goods. Nor shall any such delay entitle the Customer to cancel any order, refuse to accept the Goods, treat the Contract as terminated or to any other remedy whether in contract, tort, strict liability, breach of statutory duty or otherwise against the Company.
- (b) The Company may make deliveries of the Goods in instalments and any failure or refusal by the Customer to accept delivery in such instalments may be treated as a fundamental breach of contract by the Customer which entitles the Company to treat the Contract as repudiated.
- (c) All Goods signed for by the Customer are deemed to have been examined, checked and acknowledged as being correct in every detail.
- (d) No claim for defects in, damage to, or shortfalls in the Goods will be considered unless the Company is notified immediately by telephone and subsequently in writing at its Head Office within 24 hours of delivery.
- (e) If the Customer refuses to accept delivery of the Goods or any part thereof the Company, without prejudice to any other rights or remedies, shall be entitled to recover from the Customer any loss, damage, expense, penalty and/or costs incurred as a consequence.

5. Retention of Title and Repossession:

- (a) No title or property in the Goods shall vest in the Customer unless and until the Customer makes full payment to the Company of the price of the Goods as invoiced by the Company and of all other sums due from the Customer on any other account or under any other contract. The risk in the Goods shall pass to the Customer upon delivery of the Goods.
- (b) Until such time as the property in the Goods passes to the customer:-
 - (i) The Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep them separate from those of the Customer and third parties and keep them marked in such a way as they can be identified as the Company's property.
 - (ii) The Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Customer and third parties. The Company shall be entitled to trace all such proceeds of sale or otherwise of the Goods received by the Customer whether through any bank account or other account maintained by the Customer.
 - (iii) If the Customer re-sells or uses the Goods the Customer shall assign its rights to recover the proceeds of sale or otherwise of the Goods from the third parties to the Company if required to do so in writing by the Company.
 - (iv) Provided the Goods are still in existence the Company shall have the right forthwith to enter upon any premises of the Customer, or any third party, where the Goods are stored and repossess the Goods at the Customer's expense.
 - (v) The Customer's right to dispose of the Goods is terminable by notice from the Company or automatically upon the happening of any of the events referred to in clause 6(a).
 - (vi) The Company shall have a general lien both in contract and equity on any product or thing in which the Goods have been incorporated.

6. Termination:

- (a) Without prejudice to any other rights or remedies available to the Company, the Company shall be entitled to terminate in whole or in part any or every contract with the Customer or suspend any further deliveries under any or every such contract without any liability to the Customer and without notice in any of the following events:-
 - (i) If any sum is due and payable by the Customer to the Company but is unpaid.
 - (ii) If the Customer has failed to provide any letter of credit, bill of exchange, guarantee or other security required by the Company.
 - (iii) The Company's insurers refuse or withdraw credit insurance in respect of the Customer or in respect of this Contract or under any or every contract between the Customer and the Company.
 - (iv) The Customer makes any voluntary arrangement with its creditors or becomes subject to an Administration Order or becomes bankrupt or goes into liquidation.
 - (v) An encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Customer.
 - (vi) The Customer ceases, or threatens to cease, to carry on business.
 - (vii) The Company reasonably apprehends that any of the events or circumstances mentioned above is about to occur to the Customer.
 - (viii) The Customer takes any similar action as mentioned above in the consequence of debt.
- (b) The Company at its sole discretion shall be entitled to exercise the said rights of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and in the event of any such suspension the Company shall be entitled as a condition of resuming delivery under any contract between it and the Customer to require prepayment for Goods or such security as it may require for the payment of the price of any further delivery.

7. Standards:

- (a) The Goods will be supplied within the tolerances stated in the current British Standards where such a standard exists. Any condition, warranty or undertaking as to fitness or suitability of the Goods for any purpose known by the Company or which may be implied by custom of the trade or by common law or statute or otherwise is hereby expressly excluded to the fullest extent permitted by law and any statement in a British Standard as to suitability of the Goods for any purpose shall not give rise to any legal liability on the part of the Company.
- (b) No condition or representation is made or to be implied nor is any warranty given or to be given as to the life or wear of the Goods or that the Goods are suitable for use under specific conditions.
- (c) The Company's liability in respect of defects in the Goods whether in contract, tort, strict liability, breach of statutory duty or otherwise shall be limited to the supply of replacement Goods by the Company.

8. Consequential Loss:

In no event shall the Company be liable for any consequential losses which term shall include any and all of the following; any loss of profit, revenue, opportunity, loss and/or damage arising from loss of use of equipment or of associated equipment, any downtime costs or loss of goodwill whether in contract, tort, strict liability, breach of statutory duty or otherwise.

9. Weights and Tolerances:

- (a) All Goods are sold on the basis of weighted weight or calculated weight or quantity according to the Company's practice for that product. Where weighted weight is chargeable the count cannot be guaranteed and claims based upon count cannot be accepted.
- (b) The Company shall be deemed to have fulfilled this Contract if the Goods delivered are within a tolerance of 10% above or below the quantity ordered.

10. Test Certificates:

The Company, if requested by the Customer, will endeavour to supply a copy of any test certificates which may have been provided to the Company if available. The Company does not warrant or make any representation as to the accuracy or otherwise of any test certificate and no liability whatsoever can be accepted by the Company in respect of the same.

11. Cancellation:

Orders cannot be cancelled except as agreed in writing by a Director of the Company and on terms whereby the Customer indemnifies the Company against all direct and indirect loss and expense. All Goods returned without such written consent will not be accepted for credit.

12. Waiver:

The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended by the Company to the Customer and no waiver in respect of any breach shall operate as a waiver in respect of any subsequent breach.

13. Assignment:

This contract shall not be assigned by the Customer without the prior written consent of the Company.

14. Law and Jurisdiction:

The proper law of this Contract will be English Law and the Customer and the Company submit to the exclusive jurisdiction of the High Court of England.

15. This Contract constitutes the entire Contract between the Customer and the Company.

16. Nothing in this Contract shall confer on any third party any benefit nor the right to enforce any provision of this Contract.

Exclusive Remedies:

- 17. The Customer and the Company intend that their respective rights, obligations and liabilities as provided in this Contract shall be exhaustive of the rights, obligations and liabilities of each of them to the other arising out of, under or in connection with this Contract or the Goods whether such rights, obligations and liabilities arise in respect or in consequence of a breach of Contract or of statutory duty or a tortious or negligent act or omission which gives rise to a remedy at common law. Accordingly except where provided in this Contract neither party shall be obligated or liable to the other in respect of any damages or losses suffered by the other which arise out of, under or in connection with this Contract or the Goods, whether by reason or in consequence of any breach of this Contract or of statutory duty or tortious or negligent act or omission. (Rev 0 24.12.02)