



Terms & Conditions of Sale

1st February 2025

These Terms and Conditions apply to all Agreements for the Sale of Goods or Services entered into by Special Quality Alloys Limited, who's registered office is, Bacon Lane, Sheffield, S9 3NH ENGLAND.

1. DEFINITION

In this agreement the following expressions (whether with or without the definite article) have the following meanings unless the context requires otherwise; "Company" means Special Quality Alloys Ltd, Sheffield, England; "Buyer" means the person, firm, business 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 either the goods sold on a full supply basis by the Company to the Buyer, or goods supplied by the Buyer to the Company for hirework services. "Services" means the hirework forging and / or machining, mechanical or metallurgical testing, NDT / NDE testing or inspection, or any other services provided by the Company to the Buyer. "Price" means the price for the goods or services excluding packing, delivery, insurance and VAT or local authority / government Sales Tax.

2. INSTALMENTS

If Company fails to make delivery or makes defective delivery of any part of the Goods or Services, then such failure or defective delivery shall not affect the obligations of the parties under this contract as to other parts.

3. CONTRACTS NOT ASSIGNABLE

Contracts are made between Buyer and Company as principles and are not assignable without the written consent of the Company.

4. PACKAGES

Containers in which the Goods are delivered shall, unless otherwise stated, be non-returnable but where charged may be returned at Buyer's expense as the Company may direct.

5. WARRANTIES: LIMIT OF RESPONSIBILITY

5.1 The Company warrants that it will (at the Company's choice) either **rectify, replace, or refund**, (but not decommission, uninstall or reinstall), the full purchase price of any goods which are found

within a period of 12 months from despatch of such goods from the Company's works ('the warranty period') to be defective or not in accordance with the contract or any express description or representation given or made on behalf of the Company in respect of the goods. This warranty applies only to non-conforming goods by reason of faulty material or workmanship when in normal use or service having been correctly installed. Improper storage, handling, machining, lubrication, misapplication, deterioration by chemical action, detrimental well conditions, and wear caused by the presence of abrasive materials does not constitute defects and is expressly excluded under this warranty. The Company makes no warranties, express or implied, including the warranty of fitness for a particular purpose or merchantability, with respect to the use, installation, application, or operation of the goods. The Buyer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the goods or any workmanship in relation thereto (whether or not involving negligence on the part of the Company) shall in all cases be limited to rectification replacement or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the warranty period; and the Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification or order or in respect of any delivery or instalment of an order or any part thereof shall not entitle the buyer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery or instalment. The Company will require a reasonable period of time to carry out any rectification or replacements.

5.2 All recommendations and advice given by Company or his servants or agents to Buyer or the servants or agents of Buyer as to the mode or storing, applying or using the goods are given without liability on the part of the Company or its servants or agents, and no responsibility will be accepted by the Company for any injury, loss or damage whatsoever arising directly or indirectly from its storage, application or use.

6. PRICES

6.1 Where the goods or services are sold by reference to the Company's published price list, the price payable for the goods or services shall be the ruling price as published in the price list current at the date of despatch of the goods or provision of the services from the Company's works.

6.2 In other cases the price stated in the contract is based on the cost to the Company of raw materials, fuel and power, transport, and labour at the date of acceptance of the order or Quotation (whichever is earlier). If at the date of despatch of the goods from the Company's works there has been any increase in all or any of such costs, the price payable for the goods may at the request of the Company be increased accordingly.

6.3 Where the price for the material is varied in accordance with this condition the price as varied shall be binding on both parties and shall not give either party any option of cancellation.

6.4 There shall be added to the price for the goods or services any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the goods or

services (whether initially charged on or payable by the Company or the Buyer) and (where appropriate) all freight and carriage charges incurred by the Company.

7. HIREWORK

7.1 Hirework and work carried out involving the use of the Buyer's goods is undertaken by the Company only on the express understanding that the Company cannot be held responsible for any distortion, faults, or defects that appear to have arisen, even resulting from any fault or negligence of the Company. The Company gives no guarantee or warranty as to the availability of capacity and facilities. The Company will endeavour to correct any distortion, faults or defects at the Buyer's expense and risk. The Company shall not in any circumstances be liable for damages, compensation, costs, expenses, losses, or other liabilities, whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by law.

7.2 The Company shall not be obliged to check or test material delivered for Hirework unless specifically requested to do so. If the Company is specifically requested to check or test material, the Company shall be entitled to charge at its current rate for such services.

7.3 Unless it is otherwise expressly agreed in writing, prior to commencement of any Hirework, any waste material resulting from the performance of the Services shall become the property of the Company, but it is herein expressly agreed between the Company and the Buyer that the Company may at any time order the Buyer to remove any such waste material and the Buyer hereby agrees that on any such order from the Company the Buyer will comply with such order.

7.4 The Buyer warrants that:

7.4.1 The goods supplied for Hirework will correspond with the description shown in the schedule and will (if requested) provide test certificates for the goods obtained at the Buyer's expense.

7.4.2 The goods supplied are and will be suitable to be treated as Hirework in the manner specified in the Schedule and will not be in a defective or dangerous manner.

7.4.3 The goods supplied shall be prepared and ready for processing in accordance with the schedule. Any additional work required to be done by the Company prior to commencing hirework, shall be the subject of an additional charge.

7.5 The Company shall be entitled to carry out the Hirework in compliance with the purchase order, without being obliged to inspect or make further investigation to ensure the material is suitable for Hirework.

7.6 In the event of the Buyer being in breach of 7.4, the Company shall be entitled to charge for any additional or extra work as required.

7.7 The Company shall not be responsible for any loss or damage of whatsoever kind (including consequential loss) suffered by any party (Including the Buyer) as a result of any breach by the Buyer of the warranties contained above.

7.8 The Buyer agrees that it will reimburse the Company for any damage caused to any plant or machinery of the Company by the goods supplied by the Buyer to the Company.

7.9 The Company shall have a lien on all the Buyers goods and materials in possession of the Company for Hirework in respect of all sums owing to the Company for such Hirework.

7.10 Where the goods supplied for Hirework are delivered to the Company by a third party on behalf of the Buyer, the Company may inspect the material for purposes of ascertaining that the material delivered corresponds to the description of the material given by the Buyer, which is the subject of the Hirework order, and the Company shall be entitled to make a charge in connection with the inspection, and any incidental administration costs incurred.

8. CANCELLATION / DEFERRAL

No order, which has been accepted by the Company, may be cancelled by the Buyer except with the prior written consent of the Company and will be subject to the following condition.

8.1 If the Buyer cancels or defers delivery of any order (or part thereof), the Buyer shall, immediately upon receipt of written notification from the Company of amounts due, indemnify the Company in full against all loss suffered and all costs and expenses incurred by the Company in connection with such order (or part thereof), including without limitation, any costs, charges, expenses or damages incurred or loss suffered by the Company in connection with or as a result of the cancellation or termination of, or deferral of, delivery under any agreement for the purchase of raw materials or commitment to purchase raw materials or any forward currency contracts relating to the Buyer's order.

9. FORCE MAJEURE

If, by reason of fire, accidents, war, strikes, lockouts, Government prohibition or restriction or any other cause (whether or not of the same nature as the foregoing) beyond the control of either of the parties, Buyer is prevented from or delayed in taking delivery or Company is prevented from or delayed or hindered in making delivery of the goods or services or any part thereof at the times stated for delivery then a reasonable extension of time shall be granted. If by reason of any such causes the making or taking of any delivery shall be delayed for more than three months, then either party may, by written notice given before such delivery is made, determine the contract so far as it relates to any deliveries still to be made.

10. DELIVERY AND PASSING OF PROPERTY AND RISK

10.1 Ownership in the goods will not pass to the Buyer until payment for the goods has been received by the Company in full. Nevertheless, risk in the goods will pass when the goods are delivered. Until the time of actual payment to the Company of the total amounts owing in respect of the goods or services, the Buyer shall keep the goods on behalf of the Company and shall store the goods in such a way that they are separately identifiable; nevertheless prior to the time of actual payment for the goods the Buyer is entitled to use the goods in the normal course of its business or to resell the goods to third parties in the normal course of its business on behalf of and for the account of the Company (but so that the Buyer shall not be deemed as against any such third party to be the agent of the Company) on the condition that the goods or any articles manufactured from

or incorporating the goods and any amounts received from third parties for the goods or any articles manufactured from or incorporating the goods are held by the Buyer as trustee for the Company pending payment in full to the Company and the Buyer hereby assigns to the Company all rights and claims that the Buyer has against any such third party.

10.2 All goods are sold “ex works” unless otherwise stated “F.O.B.,” “C.I.F.” and other commercial terms when used shall have the meanings attributed thereto by INCOTERMS 2020, or the latest revision thereof, published the International Chamber of Commerce.

11. ANALYSIS AND WEIGHT

Where the goods are sold at a price ascertainable by weight and analysis the following provisions shall apply.

11.1 The analysis and weights certified by the producing works shall be the basis of each invoice.

11.2 Buyer will weigh the goods on arrival at Works and will advise the Company immediately in event of disagreement. If Buyer and Company cannot agree on the weight, the whole parcel will be check weighed by an independent weigher to both parties; the expenses thus incurred shall be payable by the party whose results differ most from those of the independent weigher.

11.3 Buyer will sample and analyse the goods upon arrival and will advise Company immediately in event of disagreement. A joint sample will then be taken by Buyer and Company for individual check analysis. If agreement cannot be reached on the analysis of this joint sample, the goods will be sampled and analysed by an independent authority acceptable to both Buyer and Company. The expenses for such sampling and analysis shall be paid by the party whose results differ most from those of the independent analyst. No claim can be entertained by Company unless at least half the parcel under disagreement remains for check sampling.

12. TERMS OF PAYMENT

Prices quoted are net. Subject to credit being approved and unless otherwise expressly agreed accounts are due for payment no later than the end of the month following the month of despatch or 30 days from date of invoice, whichever is sooner; otherwise, payment must be received by the Company before delivery. When deliveries are spread over a period each consignment will be invoiced as despatched, and each month's invoices will be treated as a separate account and be payable accordingly. Failure to pay for any goods or services or for any delivery or instalment shall entitle the Company to suspend further deliveries and work both on the same order from the Buyer without prejudice to any other right the Company may have. The Company also reserves the right to change interest on overdue accounts at the rate of 1% per month. The Company reserves the right where genuine doubts arise as to a Buyer's financial position or in the case of failure to pay for any goods or services or any delivery or instalment as aforesaid to suspend delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

13. SECURITY

If during the contract period, the financial responsibility of the Buyer shall become impaired or unsatisfactory to the Company, advance cash payments or security satisfactory to the Company shall be given by Buyer on demand by the Company, and after such demand the Company may withhold delivery until such payment or security shall have been received by the Company and if Buyer fails to provide such payment or security, the Company may by notice to Buyer terminate this contract forthwith.

14. NOTIFICATION OF DAMAGE OR LOSS

14.1 All claims for damage to or partial loss of goods in transit must be submitted in writing to the carrier and the Company within three days of delivery.

14.2 All claims for non-delivery of the whole of any consignment or of any separate package forming part of a consignment must be submitted in writing to the carrier and the Company within ten days of receipt by Buyer or Buyer's agents of Company's invoice or advice note whichever is the earlier. In the absence of notification of claims within the times mentioned above the Goods shall be deemed to have been delivered in accordance with the contract.

15. VARIATION OF CONDITIONS

The above conditions or any part thereof, cannot be varied, suspended, or added to except with agreement freely given by the Company in writing without duress to commercial leverage from the Buyer. These conditions will apply to all contracts between the Company and the Buyer to the absolute exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar documents, even if signed by the Company, how so ever caused, including but not limited to commercial duress applied by the Buyer upon the Company. Any purchase order for the supply of any products or services so placed by the Buyer on the Company, either by written or oral instruction, confirms acceptance by the Buyer of these Terms & Conditions to the exclusion of all others. All quotations made by the Company in writing will refer to these Terms & Conditions and the Buyer acknowledges that he was made aware of these Terms & Conditions prior to issuing any order or instruction to the Company and so consequently has accepted these Terms & Conditions without objection as demonstrated by the placement of any instruction or purchase order upon the Company in response to any quotation received by the Buyer from the Company.

16. PROPER LAW

16.1 The laws of England shall govern the construction, validity, and performance of this contract.

16.2 The termination of this contract shall not prejudice any rights accruing at or before or in connection with the termination thereof or any remedies or proceedings with respect of such rights; and the provisions of this contract with regard to arbitration shall have effect notwithstanding the termination thereof.