

1. General

- (a) These Terms and Conditions are not applicable to consumer sales.
- (b) All contracts for the supply of goods or services entered into in the course of trade between Corrosion Resistant Products Limited (herein referred to as the "Seller") and yourself/yourselves (herein referred to as the "Buyer") after the date hereof shall be subject to the following Terms and Conditions.
- (c) References to "goods" means the goods or services to be supplied by the Seller to the Buyer pursuant to the contract to which these Terms and Conditions relate; and "delivery" includes performance; as the context may admit.
- (d) A contract for the supply of goods or services shall be created only when the Seller has accepted, by an official form of acknowledgement, an offer to purchase goods or services and such acceptance and contract shall be subject to these Terms and Conditions. It is agreed that these Terms and Conditions shall override any terms, conditions or warranties stipulated incorporated or referred to by the Buyer's order unless accepted by the Seller's express agreement in writing signed by a duly authorised representative.
- (e) Headings are used in these Terms and Conditions for convenience only and do not limit the meaning of the individual clauses.

2. Quotations

Quotations are invitations to treat only and are valid only within 28 days from the date thereof, unless otherwise stated and are subject to confirmation on receipt of the Buyer's order.

3. Prices

- (a) Any fluctuation in costs arising after acceptance of the order may entail adjustment in the agreed or quoted price and the price to be charged shall be that ruling at the date of despatch unless otherwise agreed.
- (b) Any subsequent request for amendment to design, quantity or specification and any suspension of work resulting from the Buyer's instructions, or lack of instructions, will be subject to acceptance by the Seller in writing and involve adjustment of the agreed or quoted price if the costs are thereby affected.

4. Terms

- (a) Prices quoted are net, exclusive of VAT, which must be added to prices at the rate prevailing at the tax point. Unless otherwise agreed, accounts are due for payment no later than 30 days following date of despatch. Where deliveries are spread over a period, each consignment will be invoiced as despatched and each invoice will be treated as a separate account and be payable accordingly.
- (b) For goods which are exported from the UK to a VAT registered business in the EU, or a business located outside the EU then VAT is not normally chargeable and the goods are rated at 0% VAT. However, it is a statutory requirement on CRP to provide sufficient proof of export from the UK within 3 months of export. The Buyer agrees to assist in providing such proof, particularly when they collect the goods from the Seller. The Buyer also agrees that should they not be able to provide such suitable proof within 3 months of invoice date that they will be liable to pay the VAT amount at the prevailing rate to CRP and claim this back from their tax authorities or the UK tax authority as appropriate.
- (c) The Seller reserves the right to apply interest to all accounts not paid - in full or in part - by the due date. Such interest shall be charged daily at 4% per annum over the prevailing base rate of Bank of Scotland

PLC. The Seller also reserves the right to terminate any contract where the Buyer has not met the terms for payment of deliveries already effected on the contract and shall be entitled to be indemnified by the Buyer for any loss or costs which the Seller may suffer by so doing.

(d) Where goods are supplied under the FCA or EXW Incoterms (2011) the Sellers obligations are completed upon notification that the consignment is available to collect.

5. Carriage and Packing

(a) Unless otherwise stated prices shall be ex the Seller's works. All packing, carriage and insurance shall be charged extra. If the contract price includes delivery, the method of delivery shall be determined by the Seller. Where delivery is effected in a particular manner at the request of the Buyer all carriage charges and any other incidental costs connected therewith shall be for the account of the Buyer and in this respect the Seller shall be deemed to be acting as his agent. Time for delivery shall not be of the essence of any contract to which these Terms and Conditions apply and shall not be made so by the service of any notice.

(b) Unless otherwise agreed, the Seller, at the Buyer's expense, shall take out such transit insurance as the Seller deems necessary.

6. Delivery and Acceptance

(a) Every endeavour will be made to effect delivery within the date specified but dates and periods for delivery are only estimates and as such do not form an essential part of the Contract. In no circumstances whatsoever shall the Buyer be entitled to recover loss of profits from sub-sales or any special or consequential loss or damage whatsoever arising from or in connection with delay in delivery or non-delivery.

(b) Delivery shall be at Seller's premises unless otherwise stipulated or agreed by the Seller.

(c) Any subsequent request for amendment to design, quantity or specification or any suspension of work resulting from the Buyer's instruction, or lack of instruction is subject to acceptance by the Seller in writing and may result in a revision of the previously estimated delivery date.

(d) Where the Contract provides for the supply for goods by regular deliveries over a period, or by more than one single delivery, each such delivery shall be considered to be a separate contract and failure to make any delivery shall not terminate the contract as to other deliveries thereunder. The Seller shall not be bound to deliver in any month more than the quantity specified, or if no monthly quantity is specified more than the pro rata amount of the total Contract quantity.

(e) If the Buyer fails to take a delivery or collect at the time specified in the contract or notified by the Seller, or the buyer has not provided appropriate instructions, documents, licenses or authorisations the goods shall be deemed delivered and the Seller (without prejudice to its other rights) shall be entitled to invoice the value thereof to the Buyer for settlement in accordance with Condition 4 hereof.

(f) The Seller may store the goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses including storage and insurance.

(f) Where the Buyer has given no specific delivery instructions, the Seller shall not be bound to deliver until such instructions have been received, and if at the expiry of seven days after advising the Buyer that the goods are ready for delivery such instructions have not been received, the Seller shall be entitled to invoice

the goods as at that date, and if the Buyer has not issued delivery instructions within one calendar month of the date of such invoice the Seller shall be entitled to charge the Buyer for the storage of such goods.

(g) Goods delivered shall be examined carefully by the Buyer and, if damaged or short-delivered, the Seller must be notified in writing within 3 days, and in default no claim may be made by the Buyer for damage or short-delivery.

(h) When the Seller undertakes delivery to the Buyer's address, no claim for non-delivery of the goods shall be made against the Seller unless notice in writing of non-delivery is given to the Seller within 10 days of the date of invoice or of the advice of despatch, whichever is the earlier, and any claim on consequence of such non-delivery must be made to the Seller within 21 days of the date of invoice or of the date of advice of despatch (whichever is the earlier).

(i) The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of The Russia (Sanctions) (EU Exit) Regulations 2019 ("Sanctioned Goods").

(j) The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of clause (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(k) The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clause (1).

(l) Any breach of clauses (1), (2) or (3) shall constitute a material breach of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.

(m) The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying clauses (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of clause (1). The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under clause (1), (2) and (3) within two weeks of the simple request of such information.

(n) Where the Exporter/Seller has reason to believe that any Sanctioned Goods have been sold, exported or re-exported directly into the Russian Federation the Exporter/Seller shall be at liberty to notify the [relevant UK Authorities] irrespective of any confidentiality agreement between the parties.

7. Property and Risk

(a) Unless otherwise stated, the risk in the goods shall pass to the Buyer when the goods leave the Seller's works, but the goods shall remain the property of the Seller until paid for in full and the Buyer shall hold the goods on trust for the Seller until payment is made in full for all moneys owing by the Buyer to the Seller.

(b) From the time the goods leave the Seller's works until property in the goods passes to the Buyer in accordance with Condition 7 (a), the Buyer shall insure the goods to their full value with a reputable insurance office. Upon request, the Buyer shall use reasonable endeavours to have the Seller's interest in the goods noted on the insurance policy, Until property in the goods passes to the Buyer, the Buyer shall hold the proceeds of any claim on such insurance policy on trust for the Seller and shall forthwith account to the Seller with such proceeds.

(c) If any of the goods are incorporated in or used as material for other goods along with other property belonging to the Buyer before such payment is made to the Seller, the property in the whole of such goods and other goods shall be and remain with the Seller until such payment has been made and all the Seller's rights hereunder in or in relation to the goods shall extend to those other goods.

This shall be so whether such goods have remained with the Buyer or have been delivered onwards to a customer or agent of the Buyer.

(d) The Buyer shall, until such payment is made to the Seller, store the goods separately and such as to make clear that they remain the property of the Seller.

(e) All goods held by the Buyer following delivery must be stored and protected correctly. All goods supplied must be stored within a weatherproof building.

(f) Before title has passed to the Buyer and without prejudice to any of its other rights the Seller shall have the right at any time to recover and resell the goods or any of them.

(g) The Buyer hereby grants an irrevocable right and licence to the Seller and its servants and agents to enter upon all or any of the Buyer's premises with or without vehicles during normal business hours for the purpose of inspecting and /or repossessing goods to which it has retained title. This right and licence shall continue to subsist notwithstanding the termination for any reason of any contract which is subject to these Terms and Conditions and is without prejudice to any accrued rights of the Seller under such contracts or otherwise

8. Buyer's Property and Indemnities

(a) All materials, tools, jigs, fixtures, drawings, artwork, specifications, samples, property, purchase orders or other information or documentation provided by the Buyer of whatever nature ("Buyer's Property") shall be correct and accurate and satisfactory in all respects and the Buyer shall indemnify and hold harmless the Seller from any damage flowing from breach of the Seller's obligations under this Condition, and from any liability and expense howsoever arising from any loss, injury or damage to any person caused by any Buyer's Property.

(b) The Buyer shall fully indemnify the Seller, its employees, agents and representatives against any loss, damage, injury or liability howsoever, and any expense incurred in connection therewith, arising to any of the same or to any third party as a result directly or indirectly of the Seller carrying out any work at the Buyer's premises or with equipment or materials loaned by the Buyer.

9. Special Tooling

A charge may be made for the design and manufacture of any tools specially bought or made for the purpose of the contract. Such tools shall, despite such payment, remain the property of the Seller, who may dispose of them if they have not been used for 2 years.

10. Warranty/Limitation of Liability

(a) Subject to Condition 17 (Health & Safety at Work etc Act 1974 as Amended) and to the next paragraph the Seller undertakes to repair or replace free of charge at its option, where requested by the Buyer so to do, any product manufactured by the Seller which proves to be defective in workmanship or material within 12 months of despatch to such Buyer, provided that the Buyer gives to the Seller notice of such defect

without delay and satisfies the Seller that the product had been installed, operated, stored or maintained by the Buyer in a proper manner and only in the correct application for that product.

(b) On products or parts of products not manufactured by the Seller this warranty is limited to extending to the Buyer the same warranty as given to the Seller by the supplier of such products or parts of products.

(c) The foregoing warranty is in lieu of and excludes any further remedy whatsoever in respect of any defective product.

(d) Under no circumstances shall the Seller have any liability whatsoever for loss of use or for any indirect or consequential damages. In no event shall the Seller's liability exceed the original contract price as reduced by any monies paid by the Buyer for goods which were accepted under the same contract

(e) No express or implied warranty is given by the Seller regarding the fitness or suitability for any particular purpose or application or any product supplied or manufactured by the Seller unless confirmed by the Seller in writing.

(f) The Buyer, by placing an order, accepts that it is not relying upon any promise representation or inducement unless confirmed in writing by the Seller.

(g) Each limitation or exclusion of liability is severable and does not apply to claims for personal injury or death arising from negligence.

11. Product Performance

(a) All information and technical brochures furnished are based on available data.

(b) The fact that the Seller's corporate name is "Corrosion Resistant Products Limited" does not imply and warranty that all/any products manufactured or supplied by the Seller are in fact totally corrosion resistant or corrosion resistant at all other than in the correct application for that product.

12. Cancellation

Order, including any oral order, once accepted by the Seller cannot be cancelled unless agreed to in writing by the Seller and in the event of such cancellation being acceptable to the Seller, the Buyer shall reimburse the Seller for expenditure, costs and loss of profit incurred in connection with the Contract or Order so cancelled. Condition 17 must be observed even where cancellation is accepted.

13. Drawings, etc

All drawings, dimensions and weights included in or submitted with quotations, purchase orders or other documents shall be deemed to be approximate only and any description or illustration contained in the Seller's catalogues, price lists and advertisements shall be deemed to be of a general nature only and shall not be construed as being a precise specification of any goods forming part of the contract.

14. Testing and Inspection

The Seller's products are subjected to inspection and standard tests by the Seller or its supplier before despatch, and any special tests agreed by the Seller and required to be made in the presence of the Buyer or his representative shall be charged extra. Where special witnessed tests are required, seven days' notice will be given to the Buyer when the goods are ready for such tests and if the Buyer has not attended for the

purpose of observing these tests, they shall be conducted anyway and shall be deemed to have been made in the Buyer's presence. Unless otherwise arranged, tests shall be conducted at the Seller's works.

15. Seller Does Not Offer Technical Advice

The Seller does not offer to give technical advice for the use or application of goods or materials supplied, and the Buyer accepts that any guidance or assistance given is not relied upon by the Buyer who shall have no claim for any loss or damage arising therefrom. Without prejudice to the foregoing. Condition 10 shall apply mutatis mutandis to any advice or guidance given.

Any advice, guidance, drawings, illustration or other information are provided for the use of the Buyer only, may not be relied upon by any third party, and shall be returned to the Seller upon request.

16. Default and Bankruptcy

(a) If the Buyer (being a company) enters into administration liquidation or receivership or (being an individual) becomes bankrupt or in either case makes any arrangement with his creditors or commits a material or serious breach of the contract and these terms and conditions (and in the case of such a breach being remediable fails to remedy it within seven days of receiving notice to do so) he will be deemed to have repudiated the contract.

(b) The Seller reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any Order.

17. Health & Safety at Work etc Act 1974 as Amended

The Buyer must inform the Seller of any special requirement, especially in relation to the Buyer's use of the product in any future process which might affect the liability of the Seller under the Health & Safety at Work, etc Act 1974 (as amended) and the Seller must accept it in writing, otherwise the Buyer assumes responsibility for the goods being sufficient and suitable for his purpose. The Seller's products are frequently used by Buyers in exceptionally hazardous applications. Because of Regulations relating to the Handling of Contaminated Process Equipment, once a product has been supplied it must in no circumstances be returned to the Seller without the Buyer providing a full Decontamination Certification advising that the product is safe to handle. This is without prejudice to Conditions 10 and 12.

18. Patent Rights

(a) The Buyer shall indemnify the Seller against any claims whatsoever for damages, costs and expenses and against all liability in respect of any infringement of patent rights or other intellectual property rights resulting from compliance with the Buyer's instructions expressed or implied.

(b) If the Buyer uses or sells goods supplied by the Seller in such a manner as to cause an infringement of patent or other intellectual property rights, the Seller shall not be liable for damages in consequence thereof and the Buyer shall indemnify the Seller from and against all damages, costs and expenses and against all liability incurred by the Seller in consequence of such infringement.

19. Force Majeure

(a) The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods by the Seller being prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable

control (“force majeure circumstances”) including but not limited to strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction, accident, breakdown, or plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workers, materials or transport or other circumstances affecting the supply of the goods or of raw materials by the Seller's normal source of supply or the manufacture of the goods by the Seller's normal means or the delivery of the goods by the Seller's normal route or means of delivery.

(b) In force majeure circumstances the Seller may in its sole discretion terminate any contract for the supply of goods pursuant to these Conditions or cancel delivery of goods to the Buyer or may, with the agreement of the Buyer, deliver goods at an agreed rate of delivery commencing after any suspension of deliveries.

(c) If due to force majeure circumstances the Seller has insufficient stocks to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.

20. Assignment

None of the rights or obligations of the Buyer under these Terms and Conditions may be assigned or transferred in whole or in part without the prior written consent of the Seller.

21. Waiver

Failure by the Seller to exercise or in exercising any right or remedy under any contract subject to these Terms and Conditions shall not constitute a waiver of the right or remedy or any other rights or remedies and no single or partial exercise of any right or remedy shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

22. Interpretation

All Contracts to which these Conditions apply shall be construed and take effect in accordance with English Law.