

## WELDING ALLOYS GROUP STANDARD TERMS AND CONDITIONS OF SALE

- 1. DEFINITIONS.** "The Company", "Us" and "We" means Welding Alloys Group. "The Customer" and "You" means the person or business undertaking the immediate purchase of products and/or services from Welding Alloys Group and may not be the final recipient. All references to the masculine also include the feminine, and all references to the singular include the plural.
- 2. CONTRACT.** This is the entire agreement between the Company and the Customer for the supply of the products and/or services as detailed in the written Quotation or Proposal and is subject solely to the Terms and Conditions herein contained, to the exclusion of all other terms and conditions, including any that the Customer may purport to apply under any Purchase Order, Confirmation of Order, or similar document, except only to the extent to which they are varied by the Company's written consent.
- 3. PRICES.** Prices quoted are based on current rates of wages, prices of raw materials, freight and insurance and normal hours of working and this is accepted by the Customer on condition that the Company is at liberty to amend its prices to cover any increase in such rates subsequent to such submission and the cost of working abnormal hours insofar as the same is reasonably necessary to complete the Customer's order in time for the delivery date. The Company further reserves the right to amend its prices where an estimate is based on a stated quantity which is greater or less than the quantity ordered.
- 4. ACCEPTANCE.** Any order made pursuant to any Quotation or Proposal must be accepted by the Company before there is a binding contract and any such acceptance may be subject to satisfactory credit references if required by the Company. A schedule of works shall be agreed between the parties before any work commences but the Company may waive this condition if circumstances so warrant.
- 5. SURCHARGES.** Where, due to market pressures, an increase of more than 5% in the raw material prices has occurred, a surcharge may be notified and added to the invoice prices, from the date of the notification. This, or any, surcharge may be adjusted upwards or downwards as raw material prices change. The costs of the raw materials shall be reviewed on a monthly basis to ascertain if a surcharge should be added.
- 6. PAYMENT.** Payments are to be made to the Company under the Terms and Conditions of any Quotation, Contract or Acceptance. In the case of Contracts of more than one month's duration interim invoices or applications may be rendered at each month's end, and these will be payable as agreed by the Company, in writing. In the event of default of payment within the stated time, the Company, without prejudice to any other remedy, reserves the right to cease or suspend work without acceptance of any liability for any loss or damage arising directly or indirectly as a result of such suspension and/or termination, and resumption of work shall be at the Company's sole option. Costs incurred in suspending and restarting work shall be paid for as an extra to the Quotation or Proposal. Unless otherwise agreed with the Company, in writing, the payments should reach our bank account within the agreed time after the date of any invoice submitted by the Company. Where stage payments are to be made, as in the case of welding machinery we manufacture, work will not commence until the advance payment has been received by the Company, and despatch will not be arranged or made until the second or final payment has been received by the Company. If payments are not received by the date specified on the invoice the Company reserves the right to charge interest at 3% over the current Inter Bank Rate or the country of destination Bank Rate, at the company's choice. Any delay in delivery caused by the late receipt of any payment by the Company will be covered by Clause 20 hereof.
- 7. FACILITIES.** Where the Integra site works or services are the subject of any Quotation or Proposal, is based upon (i) Safe and good access for deliveries of plant and machinery to the site. Any additional costs incurred shall be paid for as extra. (ii) Sufficient area of work being made available prior to commencing and daily to ensure reasonable continuity, and cost of standing time due to delays in preparation of the site, or lack of availability of the site, beyond the control of the Company shall be paid for as extra.
- 8. SCHEDULED DELIVERY.** When an order is placed for goods to be supplied to the Customer against schedules of his requirements, sent to the Company from time to time, the minimum number or quantity of goods stated in the order must be shipped within twelve calendar months or such other period as the Company has specified in writing to the Customer.
- 9. PACKING.** Goods shall be packed in our standard domestic or export packing. Should any other type of packaging be required - timber cases, barrier shields etc. - these will be quoted and charged for separately. All packaging used to ship the goods is non returnable unless agreed in writing by the Company at the time any order is placed.
- 10. CARRIAGE.** Unless otherwise stated, prices do not include carriage or insurance. The right is reserved to charge carriage and insurance on all orders if we are requested to arrange this by the Customer, unless specified to the contrary on the Quotation or Proposal. When freight is for our account goods will be despatched by the most convenient means at our discretion. Should Customer's instructions specify carriage by any other methods additional freight expenses may be charged for at a cost plus a handling charge.
- 11. LOSS OR DAMAGE.** Unless requested at the time any order is placed, and an additional premium is paid, the goods shall not be insured by the Company, and the responsibility for any loss or damage or deterioration, however caused, shall be for the Customer's account. The Company shall not be responsible for loss or damage or deterioration from whatever cause arising to goods beyond the point of shipment.
- 12. VARIATION OF WORK.** If the Company shall be requested to vary any of the items of work contained within any Quotation or Proposal, it shall do so at its own discretion and on payment of any additional charges. For Integra site works or services, if the Company shall be required or shall deem it necessary for the proper execution of the work to resurface to a total thickness greater than the net thickness or thickness stated in any Quotation or Proposal, by reason of any requirement whatsoever, the Company shall be entitled to be paid for the actual materials, labour, transport etc., used. No allowance has been made for cleaning or for any preparatory work required prior to, or during resurfacing operations, nor for sampling or testing materials or testing.
- 13. WARRANTY AND MAINTENANCE GUARANTEES.** The standard warranty for welding machines produced by us is 12 months from date of installation or 15 months from date of despatch from our works, whichever is the sooner. Where any Quotation or Proposal is submitted with a required specification prepared by any other party except the company, there is no warranty express or implied that such specification is suitable for the conditions to be met. The Company does not accept responsibility for any damage that may occur due to causes over which it has no control, unless due to the proven negligence of its employees. The execution of resurfacing work upon plant and equipment not prepared by the Company does not imply that the Company accepts such plant and equipment as being satisfactory or suitable for the conditions required of them and the Company cannot accept liability for any defects which may arise from the unsuitability or weakness of such plant and equipment. In the event of a period of warranty being specified, such period shall commence from the date of completion of the works specified in any Quotation or Proposal and not otherwise. When work is carried out in sections the warranty period shall commence from completion of each section. Liability in connection with any defect in the works described in any Quotation or Proposal for which the Company shall be shown to be responsible shall be limited to the actual cost of making good the defective works, including the cost of any materials used in connection therewith, but not further or otherwise, and the Company shall be under no liability for any consequential loss or damage of whatever nature and howsoever arising which may result from any such defects, including but not limited to any delay in the progress of other works occasioned thereby. Any warranty shall be limited to the works specified in this Quotation or Proposal, fair wear and tear excepted. The Company further guarantees that the products it manufactures are new and free from defects in the manufacture of the equipment and materials. The products are manufactured according to the Welding Alloys Group Quality Policy. In addition to the above, the Company shall have no liability for defective products nor for any consequences thereof. Further, the Company shall not be liable for any direct and/or indirect loss due to any defective products. Any claim under this guarantee should be made to the company on the published Warranty Claim Form.
- 14. INSURANCE.** Where Integra site works or services, and any machine installations and commissioning are being carried out, irrespective of any insurance taken out by the Company, the party to whom any Quotation or Proposal is being addressed must advise their insurers that the works are being carried out and satisfy himself that he is adequately covered by insurance against loss or damage by fire or other risks arising out of and during the progress of the works. The Company will not accept liability for loss or damage to the works, materials on site, or any property of the person to whom any Quotation or Proposal is addressed or acting as agent for some other third party.
- 15. LICENCES, PERMITS ETC.** It is an express term that all licences, permissions etc., required in connection with the execution of any works shall have been obtained prior to the commencement of the works contained within any Quotation or Proposal by the person to whom any Quotation or Proposal is addressed and that the Company will be indemnified against any proceedings, costs, claims, expenses and liabilities whatsoever in respect of the failure to obtain any or all such licences, permissions etc., within the appropriate time.
- 16. COMPLETION.** The Company cannot be held responsible for delay in completion due to any cause whatsoever. Any Quotation or Proposal is submitted subject to the availability of supplies of materials, plant and labour when work is to be executed.
- 17. SAFETY REGULATIONS.** The Company will be provided well in advance of commencement of any works described in any Quotation or Proposal with full details of any hazards on site, such as cables, pipework etc., including locations, heights etc., and will be indemnified against all proceedings, costs, claims, expenses and liabilities howsoever arising in default thereof.
- 18. DRAWINGS AND SPECIFICATIONS.** All drawings, descriptive matter, weights, dimensions and shipping specifications submitted, and the descriptions and illustrations contained in the Company's catalogues, pamphlets, price lists and other advertising matter are approximate and by way of identification only and are intended merely to present a general idea of the goods described therein, and their use shall not in any circumstances constitute a sale by description. The Company has a policy of continuous development and therefore reserves the right to amend the machine specification without detriment to the machine performance.
- 19. SAMPLES.** Notwithstanding that any sample may be exhibited, such sample is so exhibited and inspected by the customer solely to enable the customer to judge the quality of the bulk and shall not constitute a sale by sample under the contract. When drawings are submitted under clause 18 hereof or samples exhibited under this clause they shall be treated as confidential and shall not be divulged to third parties without the Company's written consent.
- 20. FORCE MAJEURE.** In the event of the suspension of the work or the delay of despatch by the Customer's instructions or by the lack of or ambiguity in the Customer's instructions or of any such delay by any cause whatsoever beyond the reasonable control of the Company including but without prejudice to the generality of the foregoing - strikes, lock outs, war, fire, floods, defects in materials not supplied by the Company, - or for the purposes of any suspension of work pursuant to Clause 21 hereof, a reasonable extension of time shall be granted and the Company shall be at liberty to increase the quoted prices to cover any extra expenses incurred as a result of any default by the Customer.
- 21. TESTS.** In the case of special tests at our premises or on site which may be necessary or called for on the Customer's order, and which the Customer wishes to attend, seven days notice in writing or any shorter agreed notice shall be given to the Customer for such tests. In the event of failure or delay on the Customer's part to witness the tests they shall proceed in the Customer's absence and shall for all the purposes of the Contract of Sale be deemed to have been carried out in the Customer's presence and the goods shall accordingly be deemed to have been tested if the person conducting the tests shall testify in writing that the goods have duly satisfied the tests. Unless included in our quotation any tests requested by the buyer may be charged for in addition to the quoted price.
- 22. GUARANTEE.** The Company guarantees that the products are new and free from defects in the manufacture of the equipment and materials. Welding machinery is warranted for a period of twelve months from the date of shipment, ex the Company's works. The products are manufactured according to the Welding Alloys Group Quality Policy. In addition to the above, the Company shall have no liability for defective products nor for any consequences thereof. Further, the Company shall not be liable for any direct and/or indirect loss due to any defective products. Any claim under this guarantee should be made to the company on the published Warranty Claim Form.
- 23. LEGAL CONSTRUCTION.** These terms and conditions, any contract and any purchase order shall be governed by the laws of England. Further, these terms and conditions, any contract and any purchase order that may result shall be in the English language, and this language will take precedence over any translations that may be made.
- 24. TITLE.** Title in any goods supplied by the Company shall not pass until payment in full for the goods and any ancillary services provided in connection therewith has been made to us or to any other person or company to whom the debt may have been lawfully assigned. In the event that the Customer disposes of or changes the goods prior to payment in full, the Customer shall receive and retain any monies or other benefits derived therefrom on behalf of the Company or our lawful assignees. In the event of the Customer's Bankruptcy or Insolvency the Trustee or Liquidator shall at his own expense remove the goods, title in which shall not have passed to the Customer, and return them to us at his expense. The customer shall permit our servants or agents to enter onto his premises and to repossess the goods at any time prior to payment in full having been made under the terms of the Contract.
- 25.** In addition to any right of lien to which the Company may by law be entitled, We shall in the event of the Customer's Bankruptcy or insolvency be entitled to a general lien on all goods of the Customer in our possession for the unpaid price of any other goods sold and delivered to or repaired for the Customer by us under the same or any other contract.
- 26.** You (not being a consumer, and being based within the EU area) agree that where the goods (being electrical equipment) became waste in accordance with Directive 2002/96/EC (including any amendments and re-enactments thereof) and all applicable Member States implementing regulations and laws (together known as the "WEEE Directive"), You agree to bear the responsibility for ensuring, and financing all costs of collection, treatment, recovery and environmentally sound disposal of the Goods in accordance with the WEEE Directive. In addition You (not being a consumer) also agree to bear responsibility for compliance with such requirements and financing all such costs in respect of any Goods (being electrical equipment) which are being replaced by Goods as a new equivalent product or as a new product fulfilling the same function. Additionally

You agree to indemnify and hold harmless Us and any other person who is the producer of the Goods within the meaning of the WEEE Directive from all such costs referred to in this clause.

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