

1. Interpretation

- 1.1 The following Conditions shall apply so far as the same are not varied by any special terms and conditions agreed in writing between the parties. No variation of the Contract or these Conditions will become binding unless confirmed in writing by the Seller and any provision of the Buyer's order or conditions of purchase which is inconsistent with these Conditions shall be of no effect.
- 1.2 In these Conditions:
 'BUYER' means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller, reference to 'Buyer' includes the successors and assigns of the Buyer.
 'CONDITIONS' means the standard terms and conditions of sale set out in this document subject to any special terms and conditions agreed in writing between the Buyer and the Seller.
 'CONTRACT' means the contract for the purchase by the Buyer and sale by the Seller of the goods and all contracts shall be deemed to incorporate and be subject to the Conditions.
 'GOODS' means the goods (including any instalment of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions.
 'INCOTERMS' means the edition of the International Rules for the Interpretation of Trade Terms in force at the date of the contract which shall be deemed to apply to the interpretation of the Contract.
 'PRODUCTS' means any other goods for or in the manufacture of which the Goods are used as material and which are identifiable as being wholly made from the goods and not from any other material.
 'SELLER' means Inoxko Ltd who is to supply the Goods or any other person specified as Seller by Inoxko Ltd; reference to Seller includes the successors and assigns of the Seller.
 'WRITING' includes electronic mail, telex, cable facsimile transmission and comparable means of communication.
- 1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.4 If any provision of the Contract is held by any competent authority to be void, illegal, unenforceable or otherwise invalid in whole or in part, such provision shall be deemed not to form part of the Contract but the remainder of the Contract shall continue to be fully binding and all other conditions herein, including the remainder of any Conditions where the effect of some part thereof is avoided, shall remain fully effective.

2. Delivery, Inspection and Complaints

- 2.1 Any dates referred to or quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any loss or damage whatsoever due to delivery of the Goods upon a different date or the expiry of any delivery period referred to in the Contract or quotation. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.
- 2.2 Where stipulated in the Contract, the Goods are to be collected or called forward by the Buyer immediately they are ready for despatch failing which the Seller shall be entitled to store the Goods without liability and in the open if necessary at the cost and risk of the Buyer in accordance with Condition 3.1. In the event of the Goods being ready for despatch more than 7 days before the date referred to or quoted in the contract for delivery, the Buyer shall not be obliged to collect or take delivery of the Goods until 7 days before the date so referred to or quoted.
- 2.3 If the Seller indicates within seven days after the Contract delivery date that delivery of the Goods has been prevented or hindered due to any cause beyond the Seller's reasonable control then the delivery date or periods shall be altered as required by the Seller having regard to the cause or causes of delay.
- 2.4 Each part delivery or instalment of the Goods shall be deemed to be sold under a separate contract and no default by the Seller in respect of any such part delivery or instalment shall entitle the Buyer to treat the Contract as repudiated as regards any balance or instalment remaining to be delivered.
- 2.5 Where the Goods are sold F.O.B. (Incoterms), the Seller's responsibility shall cease immediately the Goods are so placed and the Seller shall be under no obligation to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.
- 2.6 In respect of Contracts concluded on a delivered basis, the Seller shall not in any event be liable:
- 2.6.1 For any partial loss or damage to the Goods in the course of transit unless the Buyer shall within 7 days of the receipt of the Goods have sent to the Seller and the carrier a written notice of the Buyer's complaint; or
 - 2.6.2 for non-delivery or non-arrival of the whole of any consignment of the Goods or of any separate package unless the Buyer shall within fourteen days from the scheduled date of arrival of the Goods have sent to the Seller and the carrier (if known to the Buyer) a written notice thereof.
 - 2.6.3 For any Visible damage to material or outside packing or discrepancy re number of packs received or weight received or advised to the buyer, unless the damage or discrepancy is noted by the buyer on the Inoxko signed delivery note received for the delivery which should be handed to the driver and if no written confirmation of damage or discrepancy is advised to Inoxko together with delivery note number, pack references & photographic evidence is sent to Inoxko within 24 hours of delivery.
- 2.7 In the event of any claims by the buyer on the seller re defects, damage, or dimensions to material supplied that was not visible at time of delivery, the buyer shall notify the seller within 7 days of receipt of goods in writing by letter or email giving details of; delivery note number, delivery date, pack reference, invoice number (if applicable) and details of the claim as below;
- a. Photograph of the product, (if damage is visible on receipt ,while still on the vehicle) clearly showing the fault and the position on the product and if necessary a sample of the material if the defect is not visible by photograph
 - b. For bowed or wavy material a photograph showing the height and length of the bow or wave should be included evidenced by a ruler.
 - c. Photograph of the Mill label attached to the pack /packs/material concerned –no claim will be considered if mill labels have been removed by the buyer
 - d. Copy of the delivery note, marked with the details of the material received damaged, to be emailed to us immediately.
 - e. Weight discrepancies must be notified to us at goods inwards stage and Inoxko Ltd given the chance to visit to confirm the discrepancy.
 - f. Debit notes will not be accepted or entered onto the account until Inoxko Ltd have confirmed that the claim has been accepted.
 - g. Any goods considered to be damaged or defective (together with their packaging materials and original mill labels) shall be retained by the buyer intact as delivered for a period of twenty one days from notification of claim to the seller, within which time the seller or its agents shall have the right to investigate the complaint and examine the goods and if possible to remedy any defect if so agreed by the seller. Any breach of this condition will release the seller from any liability for goods which are alleged not to conform to contract.
- 2.7.1 *A fault is noticed during a Processing Procedure.*
- a. No processed material will be accepted as a rejection other than the minimum quantity required to notice the rejection, i.e. 1 / 2 sheets, (or 1% of goods). Coils: No rejection under 3% of the coil will be accepted and coil ends cannot form part of the rejection.
 - b. The processing procedure should be halted and the fault notified to us by phone or email to discuss and agree the next course of action.
 - c. Email giving delivery note number, delivery date, pack reference, invoice number (if applicable) and details of the claim
 - d. Photograph of the product, clearly showing the fault and the position on the product. A ruler should be included if the fault is "Bowed".
 - e. Photograph of the supplier's label.
 - f. Debit notes will not be accepted or entered onto the account until Inoxko Ltd have confirmed that the claim has been accepted.

3. Price and Payment

- 3.1 If the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods or delivery of the Goods is delayed due to a cause beyond the Seller's reasonable control, the Seller shall be entitled to invoice the Buyer for the price (plus any additional costs as provided herein) at any time after the Seller has notified the Buyer that the Goods are ready for calling forward or collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 3.2 The Buyer shall pay the total invoice price within the time specified by the Seller even though delivery may not have taken place and the property in the Goods not passed to the Buyer.
- 3.3 The Seller shall be entitled to charge the Buyer interest on a daily basis on overdue payments at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 and costs in accordance with that Act and to charge the Buyer for any loss or damage consequential on non-completion of the Contract.
- 3.4 Any variation in the rates of freight, insurance, dock charges, duties or taxes levied in respect of the goods from those in force at the date of the Contract shall be for the account of the Buyer, subject to the Seller providing, on request, reasonable evidence of the increases.
- 3.5 In the case of Goods imported into the United Kingdom, the Seller shall deliver them to the place stated in the Contract but if no place of delivery is so stated and the place of delivery subsequently specified by the Buyer is more than 150 miles from the point of entry of the Goods into the United Kingdom, the Buyer shall pay the cost of transport of the Goods beyond 150 miles from such point. The Goods shall be treated as delivered when they are consigned to a public carrier unless delivery is made by transport owned by or directly controlled by the Seller. The Seller shall give notice to the Buyer within twenty four hours after such consignment is made.
- 3.6 For the avoidance of doubt:
 - 3.6.1 If no rate of freight is specified in the quotation or Contract the appropriate World Scale rate at the date of the quotation or Contract shall apply.
 - 3.6.2 If no rate of insurance is specified in the quotation or Contract the Marine War Register Insurance Risks rate at the date of the quotation or Contract shall apply.
- 3.7 The Buyer shall not be entitled to withhold payment of any amount payable to the Seller under the Contract because of any previously disputed claim of the Buyer in respect of faulty Goods or any other alleged breach of the Contract or any other Contract between the Buyer and the Seller, nor shall the Buyer be entitled to set-off against any amount payable to the Seller under the Contract any moneys which are not then presently payable by the Seller or for which the Seller disputes liability.
- 3.8 All prices shall be deemed exclusive of value added tax and any other sales taxes.

4. Force Majeure

- 4.1 The Seller shall not be liable to the Buyer or any third party or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure is due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, causes beyond the Seller's reasonable control shall include Acts of God, acts, restrictions, regulations, prohibitions or measures of any kind by any governmental or local authority; the Buyer's failure to give shipping instructions within a reasonable time before the Contract delivery date or the Buyer's delay in calling forward or collecting the Goods or the Buyer's failure without valid reason to accept delivery of the Goods.
- 4.2 Any additional Costs (whether direct or indirect) and risks resulting from any cause beyond the Seller's reasonable control shall be borne by the Buyer. Despatch of the Goods is conditional upon payment by the Buyer of such additional costs immediately upon receipt of advice that the Goods or the relevant part of the Goods are ready for despatch.

5. Weights

- 5.1 The weights ascertained either by the producer of the Goods or on a tested weigh-bridge at the Seller's option shall be final and binding on both parties. The number of pieces stated in the Seller's invoice shall not be binding where Goods are charged according to weight.
- 5.2 In respect of Contracts concluded on a delivered basis, the Seller shall not be liable for any discrepancies in weight unless the Buyer given the Seller written notice thereof within seven days of receipt of the Goods and gives the Seller a reasonable opportunity of witnessing and re-weighing before the Goods have been used, processed or sold.
- 5.3 The quantity of Goods actually delivered may vary from the quantities specified in the Contract and a variation of not more than plus or minus 10 per cent from such quantities shall not constitute a failure to perform the Contract.

6. Acceptance

- 6.1 The Buyer shall be deemed to have accepted the Goods and it shall be conclusively agreed that the Goods are in accordance with the contract unless:
 - 6.1.1 The Buyer gives notice in accordance with Conditions 2.6, or 5.2, or 6.2; or
 - 6.1.2 Within fourteen days after receipt of the goods and prior to their use or re-sale, the Buyer gives written notice to the Seller specifying any alleged defect in the quality or state of the Goods or other respect in which the Goods do not accord with the Contract which would be apparent on careful inspection or by reasonable testing in all the circumstances and thereafter gives to the Seller a reasonable opportunity to inspect or test the Goods before they are used or re-sold; or
 - 6.1.3 If the defect in the quality or state of the Goods which would not be apparent upon careful inspection or reasonable testing is alleged and the Buyer gives the Seller written notice of such defect forthwith upon its discovery (and in any event not later than three months after receiving the Goods) specifying the matters complained of and giving the Seller a reasonable opportunity to inspect the Goods before any making good or replacement is undertaken. The Buyer shall not be excused from providing such opportunity by reason only of the incorporation of the Goods in the property of a third party or the location of the Goods in upon or under the premises or land of a third party.
- 6.2 If the Contract stipulates for testing or inspection of the Goods by or on behalf of the buyer before delivery such testing and inspection shall be made at the Seller's producing works and shall be the Buyer's final opportunity of examining whether they conform with the Contract. The Buyer shall be conclusively deemed to have accepted the Goods as being in conformity with the Contract if upon reasonable notice the Buyer does not inspect or test the Goods or if having inspected or tested the Goods at the producing works the Buyer does not within seven days thereafter notify the Seller in writing of any claim that the Goods are not in conformity with the Contract, and specifying the matters complained of. The Buyer shall not thereafter be entitled to reject or require replacement or compensation for the Goods.
- 6.3 Any inspection shall be made at the Buyer's expense and in the case of commercial quality material the examination shall be restricted to surface condition, finish and size of the Goods.
- 6.4 Any dispute between the parties as to whether any Goods are defective in quality or state shall be referred to a single arbitrator to be agreed between the Seller and the Buyer or in default of agreement to be nominated by the President for the time being of the Law Society of England and Wales. The arbitration shall take place in London in accordance with the provisions of the Arbitration Act 1996 (for any modification or re-enactment of such Act for the time being in force).

7. Warranties and Liability

- 7.1 Goods sold as “non-prime” or Goods accepted by the Buyer pursuant to Condition 6 herein which the Seller and the Buyer agree to be “non-prime” are sold in their actual state, as seen, without warranty, with all faults whether or not the Goods have been inspected by the Buyer prior to delivery. Any statement, specification, description or other information provided by the Seller in respect of such Goods is given in good faith but the Seller can accept no responsibility for its accuracy. In no circumstances will the Seller be under an obligation to replace or make good such Goods or entertain any claim whatsoever in respect thereof. If the Buyer shall re-sell such Goods the Buyer shall ensure that a provision in similar form to this Condition is incorporated in the re-sale agreement unless prior to reselling the Goods, the Buyer caused the Goods or such part of the Goods as the Buyer re-sells to comply with a recognised specification or standard.
- 7.2 The Seller shall not be responsible for the eventual insertion in any Bill of Lading or other shipping documentation or document of title of clauses such as “rust stained”, “rust spotted”, “wet before shipment” and other similar clauses, and no claim can be entertained in this respect unless otherwise agreed in writing by the Seller.
- 7.3 Where the Goods are either packed or protected in the manner specified in the Contract, or if there is no such specification, delivered without sufficient packing or protection, the Seller shall not be liable for any damage to or deterioration of the Goods during carriage or delivery.
- 7.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) or, at the Seller’s sole discretion, credit the Buyer with the Contract price of the Goods (or a proportionate part of the price), but the Seller shall leave no further liability to the Buyer.
- 7.5 The undertakings in Condition 7.4 herein are given in lieu of any other legal remedy and the liability of the Seller shall be for all purposes limited to the giving of any appropriate credit or repayment or replacement in accordance with that Condition. Under no circumstances shall the Seller be liable (save in respect of non-excludable statutory liability) for any other loss damage or expense whatsoever occasioned by any breach of contract, negligence, or breach of any duty of the Seller whatsoever and howsoever such loss, damage or expense may have been caused.
- 7.6 Subject to the provisions of these Conditions, Goods supplied by the Seller will comply with the specification and standard, if any, agreed in writing between the Seller and the Buyer in respect of the Contract to which those Goods relate and will be of merchantable quality unless specifically stated otherwise and any other condition or warranty statement or undertaking as to the quality of the Goods or their fitness or suitability for any purpose however and whenever expressed or which may be implied by statute or custom of the trade or otherwise is hereby excluded to the fullest extent permitted by law.
- 7.7 Without prejudice to the foregoing, no statement or undertaking contained in any British Standard, Euronorm, ISO Recommendation, or other standard or technical specification as to the suitability of the Goods for any purpose shall give rise to any legal liability. The Buyer shall satisfy himself or herself that the Goods are suitable for any product or application for which they are to be used.
- 7.8 The Buyer shall indemnify the Seller against all claims, costs and expenses of any nature whatsoever which may arise pursuant to Part 1 of the Consumer Protection Act 1987 or any other product liability in respect of any alleged defect in the Goods.

8. Risks and Property

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods or the time when the Seller notified the Buyer that the Goods are ready for calling forward or collection.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall remain with the Seller and not pass to the Buyer until the Seller has received payment in full (including any interest accruing and owing to the Seller) in cash or cleared funds, in respect of the Goods and all other goods supplied by the Seller to the Buyer from time to time.
- 8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods in a fiduciary capacity and as bailee for the Seller, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the seller’s property. If during such time as the property in the Goods remains with the Seller, any of the Goods are used for or in the manufacture of the Products, the property in the whole of the Products shall vest in and remain with the Seller and, until the Seller has received payment in full in respect of the Goods and all other Goods supplied by the Seller to the Buyer from time to time, all the Seller’s rights hereunder in relation to the Goods shall extend to the Products until such time as aforesaid.
- 8.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller in respect of the Goods shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 8.6 The Seller shall be entitled to maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer and it shall not be a defence to such an action that title has not so passed.

9. Cancellation

- 9.1 The Seller shall be entitled, without prejudice to his other rights or remedies, either to terminate the Contract or any other contract between the Seller and the Buyer wholly or in part or to suspend any further deliveries under the Contract or any other contract between the Seller and the Buyer in any of the following events.
- 9.1.1 if any debt is due and payable by the Buyer to the Seller but is unpaid; or
- 9.1.2 if the Buyer has failed to provide within the time specified by the Seller any letter of credit, bills of exchange or any other security required by the Contract: or
- 9.1.3 if the Buyer has failed to collect or take delivery of any Goods under any contract between it and the Sellers otherwise than in accordance with the Buyer’s contractual rights and obligations; or
- 9.1.4 if the Buyer becomes insolvent or, in the case of a body corporate or a partnership a resolution is passed for its winding up (except solely for the purpose of amalgamation or reconstruction) or an Order of the Court for its winding up is made or a Receiver is appointed (whether administrative or otherwise), or in the case of an individual or partnership, he is or they are adjudicated bankrupt or payment of his or their debts is suspended in whole or in part or the Buyer convenes a meeting of or proposes or enters into any composition or arrangement with its creditors or a comparable act occurs under another jurisdiction; or
- 9.1.5 if the prompt transfer of funds from the country of the Buyer’s residence to the country of the Seller’s residence is impeded either by Government acts, orders or regulations or by reason of strikes or breakdowns in the banking system in the country of the Buyer’s residence; or
- 9.1.6 if the seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 9.2 Without prejudice to the proceeding Condition 9.1 the Seller shall be entitled to withdraw credit from the Buyer without prior notice or divulgence of reasons.

10. Data Protection

- 10.1 The Seller always processes personal information ("**Information**") (as defined by the Data Protection Act 1998) in accordance with applicable data protection law.
- 10.2 By signing this Contract and submitting information to the Seller, the Buyer warrants to the Seller that the Buyer has obtained the consent of each individual who may be identified from Information and each such individual and the Buyer consent to the Seller processing information as follows:
- 10.2.1 to supply goods and services requested by the Buyer and to supply marketing, administration and related services including such transfer of Information to employees, agents and third parties as required for these purposes.
- 10.2.2 the Seller maintains a database or similar record of Information for marketing purposes and to enable the Seller to send relevant information to the Buyer from time to time;
- 10.2.3 the Seller may transfer its business assets (which include Information) on re-organisation, sale or merger of the whole or any part of its business; and
- 10.2.4.1 as required to obtain legal advice, comply with legal requirements, enforce or apply any Contract and other agreement or protect the rights, property or safety of the Seller, its clients, customers and others.
- 10.3 The Buyer shall indemnify and hold harmless the Seller from any costs, fines, expenses (time spent by the Seller being chargeable at the Seller's prevailing commercial rates) and any other loss whatsoever arising out of any breach of warranty comprised in this Contract.
- 10.4 If the Seller intends to process Information other than as set out above, you will receive notice and be given the opportunity to decline the transfer.

11. General

- 11.1 The Seller's rights shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyer and no waiver by the Seller in respect of any breach shall operate as a waiver in respect of any subsequent breach.
- 11.2 The Buyer shall indemnify the Seller against all claims, demands, damages, penalties, costs and expenses for which the Seller may become liable by reason of the infringement or alleged infringement of any patent design trademark or other industrial or intellectual property right arising out of performance of the Contract in accordance with the Buyer's specifications.
- 11.3 Any notice under the Contract shall be sufficiently given if served personally on or left at the registered office or principal place of business of the party on whom it is served or sent by telex, electronic mail or facsimile transmission or by recorded or registered delivery pre-paid first class or air mail letter post to the party on whom it is served at its registered office or principal place of business. A notice shall in the case of posting be deemed to have been served at the expiration of twenty four hours after posting to a United Kingdom destination or four days after posting to a destination outside the United Kingdom. A notice sent by telex or facsimile transmission shall be confirmed by post or shall be deemed to have been received in the case of telex upon receipt of the correct answerback, and in the case of facsimile transmission or electronic mail upon the sending machine's confirmation of sending. Whenever the last day for giving any notice falls upon a Sunday, or a Bank Holiday, the time for giving such notice shall be extended until the next following ordinary working day.
- 11.4 The Contract shall be construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English courts, save that the Seller shall be entitled, at his option, to commence proceedings within the jurisdiction of the Buyer's principal place of business or residence.
- 11.5 If the Buyer and Seller both agree, any dispute arising out of or in connection with the Contract (including any question regarding its existence, validity or termination), shall be referred to any finally resolved by arbitration by the London Court of International Arbitration under and in accordance with its rules, which rules are deemed to be incorporated by reference into this Condition.
- 11.6 Deletion of any Condition, Conditions or part of the same by written agreement of both parties does not invalidate the remaining Conditions.
- 11.7 The Buyer acknowledges that it is entering into the Contract without reliance on any warranty, representation, undertaking or statement of fact or opinion made to it by, or on behalf of the Seller in relation to the subject matter of the Contract other than as expressly contained in the Contract provided that nothing in this Condition shall exclude the Seller from liability for fraud or fraudulent misrepresentation.
- 11.8 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act. The parties to the Contract may, notwithstanding the preceding provisions of section f2 (1) of such act, vary the Contract, without requiring the consent of any other third party.