

1. ACCEPTANCE OF PURCHASE ORDERS

1.1. The Company shall supply the Goods to the Buyer on the terms and subject to the conditions set out in this agreement. No terms and conditions of the Buyer shall apply to the contract, unless those terms and conditions have been specifically agreed as taking precedence's to these terms and accepted in writing by a director of the Company.

1.2. No Purchase Order shall be binding unless and until it is received by the Company in writing.

1.3. The Company may make changes in the specifications of the Goods to comply with safety or statutory requirements provided that they do not materially affect the quality or fitness for purpose of the Goods.

1.4. Any contractual description of the Goods by the Company relates to the identity of the Goods but only if it relates to a central characteristic of the Goods or to a substantial element of their identity.

1.5. If the Company prepares any of the Goods according to the specifications or instructions of the Buyer, the Buyer is liable for ensuring that such specifications or instructions are substantially accurate, and the Goods manufactured in accordance therewith are fit for the purpose intended by the Buyer and their successors in title.

1.6. The Buyer may, when sending their Purchase Order, stipulate in writing that before leaving the Company's premises, a specific or general inspection or inspection with tests of the Goods is to be made at the Company's or a third-party's premises. A Buyer requiring such an inspection must specify exactly which tests are to be carried, to which international standards, and the acceptance criteria to which the materials or products should be subjected. The inspection shall be limited to the tests specified. The Company's charge for inspection must be agreed prior to placing the Purchase Order. If not so agreed, the Buyer shall pay the Company's invoiced costs including a ten percent charge for management and administration. Any Purchase Order accepted or any verbal contract to supply formed without full disclosure by the customer in relation to the quality; inspection; certification requirements; Safety Critical status; Other specific performance requirements; or wherein which the Buyer is found to have failed to inform the Company of the intended use of products and their falling outside our ISO 9001 scope shall be in breach of these Terms & Conditions and render the contract void and at the sole discretion of the Directors of the Company. Where a Product Recall is considered relevant or instigated by the Company or any other agency, the Company shall bear no costs of the buyer in breach of the above Terms & Conditions.

1.7. Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, and acceptance of offer, invoice or other document issued by the Company shall be subject to correction without liability on the part of the Company.

1.8. Fair Disclosure and Elevated Integrity Fasteners:

- i. Requirements for Safety Critical fasteners, or those with elevated traceability / testing (including, but not limited to: cast-coding, PMI verification, 100% hardness testing, third-party witness testing, independent laboratory verification, bespoke quality plans, full-size

destruction testing etc.) can be catered for, but full written disclosure must be provided by the Buyer forming the contract at the Enquiry and Purchase Order stage, and prior to commencement of manufacture.

ii. Disputes arising where the Buyer has omitted to disclose information critical to ensuring product quality at the Enquiry or Purchase Order stage, and where disclosure would have resulted in increased cost to the Company, shall invalidate any potential claim by the Buyer, excepting for dimensional error, and will be considered cause for termination of the contract without notice and at the Company's sole discretion, and any abortive costs charged to the Buyer.

iii. Any goods rejected on the basis of the Buyer's supplementary testing, inspection or product verification where the Buyer has omitted to disclose such additional contractual expectations at the time of Enquiry and/or Purchase Order shall not be accepted as reason for rejection or credit.

2. Price and payment

2.1. The price payable for the Goods as described on the Company's quotation shall be the price quoted, provided a corresponding written Purchase Order is received within the period of quotation validity. There shall be added to the price for the Goods any additional costs, including but not limited to; delivery (unless included in quotation); any cost of Products Liability or other Insurance Premium; any cost of modification, amendment, or product verification or testing as deemed relevant by the Company. No charge for a single sample-based tensile-test certification to BSEN 10204 3.1 will be levied unless agreed at the time of quotation or Purchase Order placement.

Value added tax and any other tax or duty relating to the manufacture, transportation, export, sales or delivery of the Goods (whether initially charged on or payable by the Company or the Buyer) shall be added. The price quoted on the quotation will include standard packing, but additional packing arrangements may be available, the extra costs of which will be passed on to the Buyer. Unless specifically stated in the contract, delivery and test certification will be charged as confirmed by the Company from time to time.

2.2a. Where a credit account is agreed and approved, The Buyer shall pay the Price and VAT within 30 days of the Company's invoice (the 'due date'). Time for payment shall be of the essence. 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 separately.

2.2b. Where a credit account is not available (eg. new customers), payment is required as follows for UK customers.

- i) First Supply - to be paid for on pro-forma basis via cleared funds.
- ii) Second Supply - credit of up to £2500.00 offered, balance on pro-forma.

- iii) Third Supply - credit of up to £5000.00 offered, balance on pro-forma.

Credit Accounts for non-UK Buyers are subject to individual negotiation.

2.3. The Buyer may not set off against the Price or any applicable VAT payable amounts due or claimed to be due from the Company, whether under this agreement or otherwise.

2.4. The Company shall not be bound to deliver the Goods until the Buyer has paid for them in full.

2.5. If the Buyer fails to make payment by the due date then without prejudice to any other rights, the Company may allocate any payment made by the Buyer to such of the Goods, (or goods supplied under any other agreement with the Buyer), as it may think fit.

2.6. If any sum payable under this agreement is not paid when due, interest shall be payable and calculated on a daily basis and compounded quarterly from the due date until payment at a rate of 4.00% above the base rate of Lloyds in force from time to time and shall accrue at such a rate after as well as before any judgment.

2.7. If the Buyer fails to pay for any goods or for any delivery or instalment, or if the Company deems it reasonable to have bona-fide doubts about the solvency of the Buyer, the Company shall be entitled to suspend further deliveries and work both on the same order and on any other from the Buyer without prejudice to any other right the Company may have.

2.8. The Company shall have an absolute right of set-off at its election of any monies due from the Buyer to the Company against any debts owing by the Company to the Buyer. The Company retains the right to enter onto premises to remove and retain assets for a period of 90 days in lieu of return of any goods supplied by the Company to the Buyer, whether removed to any associated or related trading or not.

3. Cancellation

3.1. At any time up to 7 days before delivery the Company may, by written notice to the Buyer, increase the price of the Goods to reflect any increase in the cost to itself provided this is due to factors which (a) are beyond its reasonable control and (b) occur after this agreement. In these circumstances the Buyer shall be entitled to cancel this agreement by notice to the Company in writing within 3 days of any such notice from the Company but if the Buyer does not do so the increased price, as notified, shall be payable by the Buyer.

3.2. The Company may, by giving written notice, cancel this agreement at any time before the Goods are delivered, provided that the Company promptly repays any sums, which the Buyer may have paid in respect of the Price or any applicable VAT payable on the Price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

3.3. The Buyer shall not cancel a Purchase Order for any reason without the prior written agreement of the board of directors, and in the event of such an agreement the Buyer shall indemnify the Company against all losses, damages, charges, costs and expenses (whether direct or indirect) incurred as a result of

such cancellation on a full indemnity basis together with the Company's loss of profit.

4. Delivery and Acceptance

4.1. The Company shall make every effort to comply with such time for delivery as may have been specified, but unless otherwise expressly agreed in writing the Company shall have no liability whatsoever, howsoever arising, in respect of late delivery. Time shall not be of the essence of the Contract without the specific written agreement of the Managing Director prior to the acceptance of the Purchase Order.

4.2. The Company may make deliveries in one or more instalments, and each such instalment shall be deemed to be sold under a separate contract. Any default by the Company in delivering any instalment shall not entitle the Buyer to repudiate the entire order any part thereof or of any future instalments.

4.3. If the Buyer makes default in taking of, or paying for, any instalment, the Company will be relieved from all obligations to make any further deliveries, but without prejudice to its rights to recover damages for breach.

4.4. The Buyer shall inspect the Goods on delivery and shall within 7 working days of delivery notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with the Buyer's description, drawing or sample. The Buyer shall afford the Company an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. Any deviations from the Buyer's description, drawing or sample not raised by the Buyer during these 7 working days will be assumed to be a permitted concession and deemed acceptable in subsequent deliveries. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with this agreement and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods in their entirety.

4.5. All and any Goods found to be defective shall be notified as such by the Buyer and the defect reported in writing using an industry standard non-conformance report. The products shall be returned to the Company for rework or replacement within 14 days of delivery.

4.6. After acceptance the Buyer shall not be entitled to reject Goods where to do so would be in conflict to this agreement. Acceptance of part of the Goods by the Buyer, whether conforming to this agreement or not, shall, at the Company's election, deprive the Buyer of the right to reject the rest of the Goods, whether they conform to this agreement or not except where permitted in writing by a director of the Company.

4.6.1 Neither the Company nor the Buyer shall be entitled to enforce any penalty charges in relation to the costs of quality or consequential loss unless agreed in the enquiry or Purchase Order or agreed by a Director of the company in writing.

4.7. If the Buyer properly rejects any of the Goods which are not in accordance with this agreement the Buyer shall nonetheless pay the full Price for such Goods unless the Buyer promptly gives notice of rejection to the Company and at the Buyer's cost returns such Goods to the Company within 7 days.

4.8. The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.

4.9. The Company shall retain the right to supply 7.5% more or less than the quantity ordered. The price payable by the Buyer being adjusted according to the quantity supplied.

5. Title and risk

5.1. The Goods shall be at the Buyer's risk from the time of delivery, or collection by the Buyer's agent.

5.2. Irrespective of whether or not delivery shall have been made, title to and property in the Goods shall not pass to the Buyer until the full Price (plus VAT where applicable) has been paid and no other sums whatever (whether in terms of this agreement or otherwise) shall be due from the Buyer to the Company.

5.3. Until the Buyer has acquired title in accordance with the foregoing provisions the Buyer shall hold the Goods in a fiduciary capacity and as bailer for the Company, shall store the Goods, at the Buyer's own expense, separately and apart from all other Goods in the Buyer's possession and so marked as to be clearly and legibly identified as the Company's property, and shall keep the Goods insured against all risks to the Company's reasonable satisfaction and shall whenever requested by the Company produce a copy of the policy of insurance and shall not deposit, assign, charge or pledge by way of security for any indebtedness any of the Goods which are the Company's property. If the Buyer does not do so, then without prejudice to the Company's other rights, all sums whatever owed by the Buyer to the Company, shall immediately become due and payable.

5.4. Notwithstanding that the Goods (or any of them) remain the property of the Company the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.

5.5. The Company shall be entitled to recover the Price and any applicable VAT notwithstanding that property in any of the Goods has not passed from the Company.

5.6. While any of the Goods remain the property of the Company, the Buyer may sell or use them in the ordinary course of business, provided that such sale or use shall not be a sale or use of the Company's property on the Buyer's own behalf but for the account of the Company, and that the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company, shall not be mixed with other money, shall not be paid into an overdrawn bank account and shall be clearly identifiable as the Company's money.

5.7. Until such time as title to and property in the Goods has passed, the Buyer shall upon request deliver to the Company any Goods within the Buyer's possession or control.

5.8. If the Buyer fails to do so, the Company shall be entitled to enter upon any premises under the Buyer's occupation, ownership or control where the Goods are situated and then and there repossess them.

5.9. The Buyer shall promptly deliver the prescribed particulars of this agreement to the Registrar in accordance with the Companies Act 2006.

5.10. Whilst the Buyer owes any money to the Company, the Company shall have a lien over any property of the Buyer which is in the Company's possession.

6. Warranties

All terms, conditions, warranties and representations (whether implied or made expressly) whether by the Company, its servants or agents, or otherwise relating to the quality and/or fitness for purpose of the Goods or any of the Goods are excluded to the fullest extent permitted by law.

7. Limitation of liability

7.1. Subject to the conditions set out herein, the Company warrants that the goods will be fit for purpose and deemed suitable for the purpose of mechanical fastening of static components and equipment.

7.2 It is essential that products deemed "Safety Critical" have been notified to the Company as such at the very earliest opportunity so that adequate APQP can be completed and the product priced appropriately.

7.3 Provided full disclosure has been made we further warrant that the goods will meet the performance criteria of the Buyer's specification at the time of delivery, and will be free from general and irreparable defects in material and workmanship for a minimum period of twelve months from the date of delivery unless otherwise agreed in writing. In the event of a breach of this warranty, the Company shall always retain the right to, and its discretion or option, repair or replace the defective items/s or delivery, or give credit, up to a maximum amount equal to the invoiced per item price, or in full.

7.4 The above warranty is given by the Company subject to the following conditions:

7.5 The Company shall be under no liability in respect of any defect in the Goods arising from; any omission of critical information: any defective drawing, design or specification provided by the Buyer, or due to non-representative sample based tensile or hardness testing, or arising from any zero-defect policy applied in retrospect excepting where notified as a requirement in writing at the enquiry / order stage.

7.6 Excepting where errors or omission of disclosure lead to dispute the Company must be afforded a reasonable opportunity of inspecting the Goods or, or at the Company's option, the allegedly defective Goods returned to the Company at the Buyer's risk and expense, immediately upon discovering any alleged fault, defect or discrepancy or complaint.

7.6.1 the Company shall be under no liability in respect of any defect arising from fair wear and tear ; wilful or accidental damage; negligence; omission of full

disclosure; abnormal operating conditions; failure to follow the Company's instructions or recommendations; misuse; alteration or repair of the Goods without the Company's express written approval or consent.

7.6.2 The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer thereof to the Company. This obligation shall only apply to the extent that the Company can enforce the same or the benefit thereof can be transferred to the Buyer, provided always that the Buyer shall indemnify the Company against the costs, expenses or other liabilities incurred by the Company in attempting to enforce the same.

7.7. The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

7.7.1. any breach of this agreement;

7.7.2. any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

7.7.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement

7.8. No liability of any nature shall be incurred or accepted by the Company in respect of any representation made by the Company, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of the Agreement, where such representations were made or given in relation to:

7.8.1. the correspondence of the Goods with any description;

7.8.2. the quality of the Goods; or

7.8.3. the fitness of the Goods for any purpose whatsoever.

7.9. No liability of any nature shall be accepted by the Company to the Buyer in respect of any express term of the Agreement where such term relates in any way to:

7.9.1. the correspondence of the Goods with any description;

7.9.2. the quality of the Goods; or

7.9.3. the fitness of the Goods for any purpose whatsoever.

7.10. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the Price.

7.11. In no event shall the Company be liable to the Buyer for any loss of business, loss of opportunity, loss of profits, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of contract, loss of use, loss or corruption of data or information or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses whatsoever (howsoever caused) which arise out of or in connection with this agreement. This shall apply even

where such a loss was reasonably foreseeable or the Company had been made aware of the possibility of the Buyer incurring such a loss.

7.12. Nothing in the Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors, or shall exclude or limit the liability of the Company for any breach of any implied statutory undertakings as to title, quiet possession and freedom from encumbrances in relation to the Goods, or shall exclude or limit the liability of the Company for fraudulent misrepresentation.

7.13. The Buyer shall indemnify the Company against all losses, damages, penalties, costs, expenses and other liabilities to which the Company may become liable through any work required to be done in accordance with the Buyer's Purchase Order which amounts to an infringement of, or causes a claim for infringement of a Patent, Registered Design, Copyright or other intellectual or industrial property rights of third parties. It shall be the responsibility of the Buyer to obtain all necessary licences and consents to enable the Company to manufacture or sell the Goods as ordered.

7.14. Goods can be supplied by the Company without manufacturer's identification marking, or with the Buyer's preferred identification marking. Goods supplied by Company without manufacturer's markings shall be used or re-sold entirely at the Buyer's own risk, except where special liability have been prior agreed in contract established precedent, or as part of a broader written contract. Goods supplied with Buyer's preferred markings can be supplied whilst retaining the Company's obligations for certification under BSEN 10204 3.1 Certificate, where agreed at time of Purchase Order.

7.15. No exclusion or limitation on the liability of the Company shall apply where Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) and where Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976), the statutory rights of the Buyer are not affected by these conditions.

7.16. The Company accepts no liability for causing damage to the tangible property of the Buyer resulting from the accidental negligence of the employees of the company, its agents, or sub-contractors. In any event no claim can be considered above the maximum liability stated in the public liability policy of the Company from time to time.

7.17. Save in relation to claims against the Company under the provisions above, under no circumstances whatsoever, howsoever arising (and whether as a result of any breach of its contractual obligations, breach of statutory duty or as a result of any representation, or as a result of any statement or tortious act or omission, including negligence arising under or in connection with the Contract) shall the aggregate liability of the Company to the Buyer under or in relation to any Contract in respect of any claim or claims exceed the total price invoiced by the Company to the Buyer for the Goods.

7.18. Except where the Company is the carrier, the Company accepts no responsibility for loss, damage or deterioration to the Goods in transit and claims for such loss or damage shall be made to the carrier within the time limit specified in the carrier's terms of business or to the Company in sufficient time for the Company, subject to receiving an indemnity from the Buyer for so doing against

all costs and expenses it may incur in so doing, to make a claim against the carriers on the Buyer's behalf.

8. Insolvency

All sums outstanding and/or payable in relation to the Goods shall become payable forthwith if the Buyer fails to make payment for any of the Goods in due compliance with the terms of this agreement or if the Buyer commits any other breach of the terms of this agreement, or if any distress or execution is levied upon any of the Buyer's Goods or other assets, or if the Buyer offers to make any arrangement with its creditors or is unable to pay its debts as they fall due or is the subject of any resolution or petition for winding up on the grounds of insolvency, or if a receiver, administrator, administrative receiver or manager is appointed over part or all of the Buyer's business or assets, or if the Buyer is the subject of foreign proceedings, action or process of law similar in kind to the foregoing. Upon the occurrence of any such event the Company may also, without prejudice to any other rights which it may have and in its absolute discretion, suspend all future deliveries to the Buyer, or terminate this agreement without liability on its part.

9. Force majeure

The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract or any other obligations of any nature whatsoever, howsoever arising to the Buyer, by reason of any delay in performing, or any failure to perform, any of the Company's obligations, if the delay or failure is found by a competent third party authority to be due to any cause beyond the reasonable control of the Company or as a result of an agreed sample based testing regime where non-representation is found a likely cause of rejection, non-conformance or failure. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control; acts of God, explosion, flood, tempest, fire or accident, war (whether declared or not) or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export, regulations or embargoes, strikes, lock-outs or other industrial action or disputes of any nature (whether involving the employees of the Company or a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

10. Severability and variation

10.1. If any term or provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.

10.2. Any variation of the terms of this agreement shall only be binding if recorded in writing and signed for and on behalf of the Buyer and the Company.

11. Notice

Any notice in writing required by these terms to be given to the Company shall be deemed duly given if sent by recorded delivery or ordinary first-class post to Units 4 & 5 Watery Lane Industrial Estate Willenhall, Wolverhampton, West Midlands

WV13 3SU. In the case of notice to the Buyer, which shall be deemed to suffice if given in like manner to the Buyer's trading address.