



# Aluminium Materials Technologies Limited

## Standard Terms and Conditions of Sale

### 1. Application

These conditions shall come into effect when you place an order with Aluminium Materials Technologies Limited (herein referred to as The Company) and thereby accept the conditions detailed in our quotation. If there is any conflict between these conditions and the terms of your acceptance, these conditions shall prevail except to the extent that we have agreed in writing that they may be excluded.

### 2. Validity

The Company's quotation is open for acceptance for 30 days from the date of quotation, unless otherwise stated.

### 3. Acceptance

The acceptance of The Company's quotation must be accompanied by enough information to allow The Company to proceed with the order forthwith, otherwise The Company shall be at liberty to amend the quotation and delivery terms.

### 4. Delivery

4.1 Unless the quotation specifies otherwise, all times quoted for despatch or delivery are estimated, subject to availability and will not involve The Company in any liability whatsoever.

4.2 The delivery period shall run from the date of our acknowledgement of your order.

4.3 The delivery period specified is exclusive of any period required by the customer for sample approval.

4.4 Delivery periods stated are ready for despatch ex works at Rochester, Sittingbourne and Worcester.

4.5 As a result of the complexity of producing exact quantities of Castings, The Company reserves the right to deliver and charge for up to plus or minus 10% of the order quantity.

4.6 Unless otherwise stated in the contract, The Company reserves the right to make delivery in instalments and accordingly and shall thereafter be entitled to submit invoices and receive payment.

### 5. Prices

5.1 All prices are exclusive of Value Added Tax, which will be recoverable from the Purchaser at the time of payment.

5.2 Prices are ex work our factories.

5.3 Unless otherwise specified, prices set out in the offer will be maintained throughout the period of the order. The Company reserves the right to adjust the price for deliveries out with this period.

5.4 There is a minimum casting line value which is dependent upon the site of manufacture.

5.5 If the Purchaser requires a modification to the components or a reschedule of delivery times that will involve The Company in incurring additional costs or will prevent them from fulfilling any of their obligations, a quotation will be submitted to the Purchaser with details of the extra costs to be incurred as a result of the proposed amendment. The Company will, on written confirmation from the Purchaser that the Purchaser will pay the extra cost and will accept an amended delivery schedule, carry out the modification.

### 6. Patterns & Dies

6.1 The Company quotations assume that any dies/patterns supplied by the Purchaser are in good condition, true to drawing and entirely suitable for their methods of manufacture and for the production of the quantities required.

6.2 The Company will store the Purchaser's dies/patterns, free of charge, during the currency of the order but any maintenance or replacement of the dies/patterns due to normal wear and tear or any additional dies/patterns required to meet any increase in requirements will be added to the Purchaser's account.

6.3 Any dies/patterns specifically manufactured by or for The Company to meet the Purchaser's requirements shall become the property of the Purchaser when payment of all sums due to The Company is received by The Company.

6.4 The Company will take all reasonable care to protect the Purchaser's dies/pattern while at their premises and will, as far as is possible, store the Purchaser's dies/patterns for a period not exceeding three years from completion of the order. Thereafter The Company shall, after giving notice in writing, have the right to return to the Purchaser, charge for storage or otherwise dispose of the dies/patterns.

6.5 The Company accepts no liability for any loss, whether by accident, fire, larceny, riot or war, of the Purchaser's dies/patterns and will not affect any insurance cover for Purchaser's property.

### 7. Terms of Payment

7.1 Standard payment terms shall be 30 days from date of invoice

7.2 Payment will be made in full, including Value Added Tax, as per agreed credit terms. Should the Purchaser fail to honour the agreed payment terms, The Company reserve the right to withdraw the credit facilities and conduct business on a payment with order basis.

7.3 The Company reserves the right to charge interest in overdue accounts at the rate of 2% per month for the period of delay.

### 8. Property and Risk

8.1 Unless otherwise specified, risk in the goods shall pass to the Purchaser on delivery.

8.2 Property in title to the goods shall pass to the Purchaser on receipt by The Company of the full contract payment. Until property in the goods is vested in the Purchaser, the Purchaser shall store separately and mark the goods so that they are readily identifiable as the property of The Company and hold the goods as an agent for the Purchaser. The Purchaser may use the goods in the normal course of its business (unless otherwise notified by The Company) and may sell the goods as agents of The Company in the ordinary course of its business. In which case the Purchaser shall hold the proceeds of sale upon trust for The Company and shall cause such proceeds to be paid into a separate bank account. If within 7 days of such sub-sale the Purchaser has not received the proceeds of such sale, the Purchaser will, if requested to do so assign to The Company all rights it may have against the sub-purchaser.

8.3 No failure or delay on the part of The Company to require compliance by the Purchaser of its obligations under this clause shall operate as a waiver of such obligations.

8.4 The Company shall be entitled to serve notice on the Purchaser indicating its intention to retake possession of its goods and/or terminating the Purchaser's authority to use or sell the goods if the Purchaser is in breach of the payment terms under this contract or if The Company reasonably considers that its property is in jeopardy.

8.5 On receipt of such notice from The Company or on the happening of any of the events set out below:

(i) the Purchaser's authority to use or sell the goods shall forthwith cease and

(ii) all goods which are the property of The Company shall be immediately returned to The Company. Its employees or agents shall have the right to enter upon any land, buildings or vehicles of the Purchaser to take possession of its goods and reclaim any expenses incurred by The Company in so taking possession, such costs to be payable by the Purchaser.

8.6 The events referred to above are:

(i) any notice to the Purchaser that receiver or manager is to be, or has been appointed overall, or any part of its assets (or if any encumbrancer shall take possession of such assets);

(ii) any notice to the Purchaser that a petition to wind up, or other process to liquidate the Purchaser is to be or has been presented or issued or the passing of a resolution to wind up the Purchaser (save for the purpose of a bona fide reconstruction or amalgamation);

(iii) a decision by the Purchaser that the Purchaser intends to make an arrangement with its creditors or to stop payment, cease or threaten to cease business or a major part thereof;

(iv) any distress, execution or other process is levied upon or enforced against any chattels or property of the Purchaser;

(v) the inability of the Purchaser to pay its debts; and

(vi) the commission by the Purchaser of any act of bankruptcy as defined by section 1 of the Bankruptcy Act 1914 or any statutory re-enactment or modification thereof.

### 9. Warranty

9.1 Any goods manufactured and supplied by The Company found to be defective in workmanship or materials, within 3 months of delivery date, and subsequently agreed by The Company to be so, will be repaired or replaced free of charge.

9.2 Any goods manufactured and supplied by The Company found to be defective in workmanship or materials, and notified out with 3 months from delivery date, and subsequently agreed by The Company to be so, will be credited with a value according to the weight of metal returned. Replacement castings will be re-invoiced at the current value.



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- 9.3 No claim for replacements free of charge will be accepted in respect of goods found to be defective through faults in the design or constructions of patterns supplied by the Purchaser.
- 9.4 The Company's liability under this clause is in lieu of any conditions or warranties implied by law as to the quality or fitness for any particular purpose of the goods
- 10. Tests**  
Unless otherwise stated, the cost of supplying, machining or the testing of any test pieces required by the Purchaser will be at the Purchaser's expense. Where figures or relating to the physical or chemical properties are indicated, they will be regarded as a general guide only and constitute no guarantee from The Company unless specified margins have been agreed at the time of order placement.
- 11. Limitation of Liability**
- 11.1 The Company will indemnify the Purchaser against direct damage or injury to their property or person or that of third parties to whom they are liable to the extent caused by The Company's negligent acts or omissions, but not otherwise, by making good, damage to property or compensating personal injury.
- 11.2 Except for injuries to individuals, The Company's total liability for all damages shall not exceed £250,000 or the contract price whichever is the greater.
- 11.3 The Company shall not be liable to the Purchaser under any circumstances for any loss of profits, loss of contracts, loss of use, loss of data or consequential or indirect loss or save as set out in this Condition 11, for any loss or damage of any kind whatsoever, whether caused by tort, by breach of contract or breach of statutory duty or otherwise howsoever claimed against or suffered by you.
- 12. Excuse of Performance**  
The time for completion shall be extended or deliveries of incomplete goods suspended in the event that either party is prevented from fulfilling its obligations for circumstances beyond its reasonable control, which shall include, but not be limited to, acts of God, war, riot, fire, explosion, accident, flood, force majeure, sabotage, lack of delays in obtaining adequate fuel, power or materials, government regulations and industrial dispute. We shall further be relieved of liability for late delivery by instructions or lack of instructions from the Purchaser. In any event the Purchaser shall pay for all goods delivered or in progress at The Company factories up to the date of any cancellation.
- 13. Patents**  
The Purchaser shall indemnify The Company against all damages, penalties, costs and expenses to which The Company may become liable as a result of work carried out in accordance with the Purchaser's specifications which involves an infringement or alleged infringement of a patent or registered design or which infringes any intellectual property rights (including copyright) of any third party.
- 14. Confidentiality**
- 14.1 Any information, designs or drawings divulged by The Company to the Purchaser during the course of this or any subsequent contract shall be treated as confidential by the Purchaser and shall not be divulged to any third party without written consent of The Company.
- 14.2 The Company undertakes to keep confidential and not to disclose, without the Purchaser's written consent, to any third party any information, designs or drawings supplied by the Purchaser except as may be necessary for the proper performance of the Contract.
- 15. Default**  
If the Purchaser becomes bankrupt or insolvent or commences a voluntary winding up other than for the purpose of amalgamation or reconstruction, The Company shall be entitled to cancel the contract wholly or in part by notice in writing to the Purchaser The Company, and shall be entitled to recover any direct costs incurred as a result of cancellation.
- 16. Laws**  
These conditions shall be governed and construed in accordance with the laws of England and for the exclusive benefit of The Company shall be subject to the non-exclusive jurisdiction of the English Courts.