

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. DEFINITIONS

- (a) In these Conditions Gravutex Eschmann International Limited is referred to as "the Company" and the person, firm or company placing the order or otherwise dealing with the Company as "the Customer". "Conditions" means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Customer and the Company. "Services" means the services provided pursuant to this Agreement.
- (b) A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time and includes any subordinate legislation. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. CONSUMERS

Nothing in these Conditions shall affect the statutory rights of a Customer who in relation to the Company deals as "consumer" as defined in section 2 of the Consumer Rights Act 2015.

3. BASIS OF SUPPLY

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

4. GENERAL

- (a) All prices quoted by the Company are based upon these Conditions and reflect the limitations upon the Company's liability which they contain. Any quotation is merely an invitation to treat and no order whether based on a quotation or not shall create a binding contract between the Company and the Customer until the Company has accepted such order in writing.
- (b) The provisions contained in these Conditions apply to quotations given by the Company and all contracts made between the Company and each Customer. The Conditions shall supersede and override any other terms and conditions proposed or stipulated by the Customer save for those special provisions or arrangements as agreed between the parties in writing and signed by the Company.

5. ACCEPTANCE

- (a) The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order including any applicable specification or design submitted by the Customer.
- (b) When accepting a Customer's order, including any special provisions or arrangements which may act to alter or amend these Conditions, such acceptance by the Company shall only be deemed valid if it is in writing and signed by a duly authorised representative of the Company.
- (c) For the avoidance of doubt, in no circumstances can a salesman be considered a duly authorised representative of the Company.

6. PRICES

- (a) All prices quoted by the Company are exclusive of Value Added Tax and are subject to variation without notice at any time prior to the acceptance of the quotation by both parties.
- (b) Prices are quoted by the Company for the quantities of goods or Services specified. Such quote will not be valid in the event the Customer amends or alters the goods or Services specified and confirmation must be sought from the Company of the quotation for the amended specification.
- (c) Where additional specialist treatment is required to remove spark scale or treat welds the cost of such additional work shall be borne by the Customer and be added to the invoice.
- (d) The Company reserves the right at any time before delivery, to increase the price of the Services to reflect any increase in the cost to the Company due to any factor beyond the Company's control including but not limited to any foreign exchange fluctuation, currency, regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture.
- (e) Additional costs or increases to agreed prices of the Services may also be charged in the event the Customer requests any change in delivery dates, quantities or specifications for the Services, or any delay is caused by the instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.
- (f) Except as otherwise stated in the Company's written quotation, subject to these Conditions, the Customer shall be liable to pay any charges for transport, packaging and insurance that the Company may incur.

7. PAYMENT

- (a) Unless otherwise agreed by the Company payment of the full price (including Value Added Tax and any other charges) of the goods or for services shall be made within 30 days (without deduction or set off) of the Company's invoice. The Company shall be entitled to recover the price notwithstanding that delivery may not have taken place or Services may not have been performed. The time of payment of the full price shall be of the essence to any contract existing between the

Company and the Customer.

- (b) Where the Company delivers part of an order, the Company shall nevertheless be entitled to payment for that part.
- (c) If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may:
 - (a) cancel the contract between the parties or suspend any further deliveries/Services to the Customer;
 - (b) appropriate any payment made by the Customer to such of the Services supplied under any other contract between the Customer and the Company as the Company may think fit;
 - (c) charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 6 per cent per annum above National Westminster Bank PLC base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
 - (d) the Company shall be entitled to a general lien on all goods of the Customer in the Company's possession (including goods upon which the treatment has been completed and which have been paid for) for the unpaid price of all services provided to the Customer by the Company under this or any other contract.

8. DESIGN AND DRAWINGS

- (a) Where the Company prepares designs or drawings to meet the Customer's requirements:
 - (i) The Customer shall provide the Company with such information (or where the parties prepare a design together such assistance) as the Company requires to produce the design.
 - (ii) The Customer shall approve such designs and drawings in writing and until such approval has been given the Company shall be under no liability to the Customer and the time for delivery shall not begin to run.
 - (iii) The Customer shall be responsible for ensuring the accuracy of the terms of any order including any specification.
 - (iv) The Company shall not in any event be responsible for the correct functioning of the goods.
 - (v) If the design is to be prepared or any process is to be applied to the design by the Company in accordance with a specification submitted by the Customer (or created by the parties working together), the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any third party resulting from the Company's use of the Customer's specification. If delivery of the goods has not occurred at the time of the Company learning of such potential infringement, the Company will have no obligation to complete the Customer's order and deliver the goods and the Customer shall pay to the Company the value of the work done and the materials used in the manufacture of the goods prior to such cessation of manufacture.
- (b) Where the goods are manufactured to designs submitted by the Customer the Company shall be under no liability for the correct functioning of the goods.

9. OWNERSHIP

- (a) All goods to which Services have been applied and delivered by the Company to or to the order of the Customer shall be the subject of a general lien in favour of the Company until all sums due to the Company from the Customer whether or not in respect of such goods have been paid in full.
- (b) Upon the occurrence of any of the events specified in clause 17 the Company shall be entitled to assert its rights available to it in relation to the Customer's goods in the Company's possession. This may include sale of the goods under the Torts (Interference with Goods) Act 1977.
- (c) Unless otherwise agreed in writing in accordance with these Conditions any drawings, designs, jigs, negatives, fixtures or other items used in the production of the goods and the application of any process to the goods shall remain with and be the property of the Company.
- (d) Copyright, design right and all such other intellectual property rights which may arise during the provision of the Services to the Customer shall, unless otherwise agreed in writing in accordance with these Conditions, be the property of the Company.

10. RISK

- (a) The Customer shall keep insured against loss or damage, fire, theft or other such risks for the full replacement value, all property of the Customer, both during transit and whilst under the control of the Company.
- (b) The Customer shall ensure that all equipment of the Customer delivered to the Company has been maintained (and secured and loaded on transport) in accordance with good industry practice and shall indemnify and keep indemnified the Company in respect of any loss or injury suffered by the Company, its employees or agents as a result of improperly or ill maintained equipment, or the unsafe loading or packaging of the equipment.

11. DELIVERY

- (a) Unless otherwise agreed between the parties, delivery shall be 'ex works'. Where the Customer requires the Company to deliver or despatch the goods to an alternative address (other than the Company's premises) the Company may agree to do so and a separate charge will be made for such despatch or delivery.
- (b) Any time or date for the despatch or delivery of goods or for the commencement or completion of any work whether specified in the contract or otherwise shall be taken as merely an estimate made by the Company in good faith which the

Company shall use its best endeavours to fulfil but shall not be binding on the Company either as a term of the contract or otherwise. In no circumstances shall the Company be liable for any loss or damage sustained by the Customer in consequence of any failure by the Company to adhere to such times or dates, or in consequence of any delay in such despatch, delivery, commencement or completion however caused. Time for delivery shall not be of the essence of this or any agreement between the parties.

(c) Any claim of the Customer that the Company has failed to despatch from its works the specified quantity of goods shall be made in writing no later than 7 days after receipt of the goods by the Customer. In no circumstances shall the Company be liable where notification is received outside of such period.

12. **FORCE MAJEURE**

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, riot, civil disturbance, malicious damage, fire, flood, explosion, accident, theft, provided that such malicious damage fire or explosion could not have reasonably been prevented by the Company, climatic conditions or shortage of material or fuel the Company shall be relieved of obligations incurred under this contract wherever and to the extent of the fulfilment of such obligations as prevented, frustrated, impeded or delayed as a consequence of any such event or by any statute, rules regulations, orders or requisitions issued by any Government, Council or other duly constituted authority or from strikes, lock outs, trade disputes (whether involving the Company's employees or other parties), or any other causes, whether or not of a like nature, beyond the Company's control.

13. **GUARANTEE**

(a) Where the Customer notifies the Company within 14 days of delivery that the goods/Services are defective in quality or condition or fail to meet specification, the Company shall:

- carry out the Services on replacement goods provided by the Customer; or
- repair the part in question free of charge; or
- refund to the Customer the price of the Services (or a proportionate part of the price, in which case the Company shall have no further liability to the Customer).

14. **EXCLUSION OF LIABILITY**

(a) The Company shall not be liable for any non-perfect pattern match on or from any area of material which has been welded or includes spark scale or where duplicate metal moulds or samples and moulds are not of exactly identical composition or have not received the same hardening treatment.

(b) The Company shall not be liable for any non-perfect pattern match when carrying out repairs to any welded or inserted area or previously decorated surface.

(c) The Company shall not be liable for any damage to or loss of any component parts delivered by the Customer to the Company which are not required by the Company for the purpose of carrying out this contract.

(d) The Company shall be under no liability whatsoever in respect of any advice it has given or views it has expressed to a Customer whether or not such advice is given or such views were expressed at the Customer's request.

(e) The Customer acknowledges that he was not induced to contract with the Company as a result of any representation of whatever nature made to him by any servant or agent of the Company.

(f) The above guarantees are given by the Company and accepted by the Customer in substitution for any rights which the Customer may otherwise have:

(i) By virtue of any express or implied representation condition or warranty statutory or otherwise as to the state, quality, fitness or performance of the goods, and the standard of the Company's workmanship and the state, quality, fitness or performance of any materials supplied in connection therewith, and all such representations, conditions, warranties are hereby excluded.

(ii) In negligence or otherwise in tort arising out of or in connection with the supply of any goods or materials or to the order of the Customer or the execution of any work for the Customer and all such liability however arising is hereby expressly excluded.

(g) The Company shall not be liable in any matter whatsoever whether in contract tort misrepresentation or otherwise for any indirect or consequential loss, damage or injury however caused which may arise out of or in connection with the supply of goods or materials to or to the order of the Customer or the execution of work for the Customer.

(h) Nothing in this clause 14 or these Conditions shall seek to exclude the Company's liability for death or personal injury caused by the Company's negligence or the liability of either party for fraud or fraudulent misrepresentation.

(i) The Company shall not be liable for a breach of any of the warranties in clause 13 unless:

(a) The Customer gives written notice of the defect to the Company within the time specified in clause 13, and (if the defect is as a result of damage in transit) to the carriers; and

(b) The Company is given a reasonable opportunity after receiving the notice of examining such goods/Services and the Customer (if asked to do so by the Company) returns such goods to the Company's place of business for the examination to take place there.

(j) The Company shall not be liable for a breach of any of the warranties in clause 13 if:

(a) The Customer makes any further use of such goods after giving such notice or;

(b) The defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage,

installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice; or

(c) The Customer alters or repairs such goods without the written consent of the Company.

(k) In this clause 14 the words "goods", "materials" and "work" shall include goods and materials supplied and work executed under the guarantee.

(l) Subject to clause 14h 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 contract shall be limited to the contract price.

15. **CANCELLATION OF ORDER**

Orders placed by the Customer are not subject to cancellation either wholly or in part except with the written consent of the Company. Such consent will usually be given upon terms that the Customer shall in accordance with clause 7 reimburse the Company for any loss or expense occasioned by the cancellation.

16. **SEPARATE CONTRACT**

Each delivery or part delivery of an order by the Company shall be treated as a separate contract and failure on the part of the Company to make any delivery or part delivery shall not affect or vitiate this contract with regard to other deliveries.

17. **DEFAULT OF THE CUSTOMER**

(a) The Company may terminate any or all contracts between the parties, either immediately or following such notice period as it shall see fit, if the Customer:

- is in default in relation to any payment owed to the Company;
- commits a breach of the terms or conditions of any contract with the Company;
- has any distress or execution levied upon the Customer's property or assets;
- makes no offer to make any arrangement or composition with creditors;
- commits any act of bankruptcy;
- has any petition or receiving order in bankruptcy presented or made against it;
- is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) is passed or presented;
- has a receiver appointed over its undertaking, property or assets or any part thereof;
- is not within the jurisdiction of the English Courts and any act occurs which in any other jurisdiction is analogous to those listed in this clause.

(b) Following the occurrence of any of the events listed in clause 17a, without limiting any other right or remedy available to the Company, the Company may cancel the contract or suspend any further deliveries under the contract without any liability to the Customer, and if the goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

(c) If it should come to the notice of the Company that any work done or any goods to be supplied under this contract infringe or are alleged to infringe any patent registered design, copyright or other rights in the manufacture of goods then the Company shall at any time have the right to cease to provide services in respect of those goods or to be bound by this contract.

18. **WAIVER**

Unless otherwise specifically agreed in writing, no concession, payment, delivery or other action or omission by the Company shall constitute or be deemed to constitute any waiver of its rights here under in respect of any past, present or future contract.

19. **GOVERNING LAW**

These Conditions and any other contract between the parties shall be governed by and constructed in accordance with the laws of England. The parties agree to submit to the jurisdiction of the Courts of England and Wales.

20. **SANCTIONS CLAUSE**

The Customer is aware and shall fully comply with all national and international export and re-export control laws and regulations, sanctions and embargoes, as amended from time to time, including without limitation, any restrictions on domestic transactions, brokering services and anti-circumvention prohibitions, that apply directly or indirectly to its activities (including re-sale of our products), as well as voestalpine Group's internal resolutions - to the extent made available to the Customer - in regard to the supply of products or services to specified countries, specified end users or for specified end uses.

The Customer further agrees not to deliver any goods supplied in accordance with these Conditions, directly or indirectly, into the oil and gas industry of the Islamic Republic of Iran or resell the goods to anyone it knows or reasonably suspects will do so or circumvent or attempt to circumvent this clause in any other way. Furthermore, the Customer hereby agrees to fully indemnify the Company for all costs, liabilities, losses, damages, claims, proceedings, legal costs and judgments for any breach of this clause whether such breach occurs directly or indirectly, with or without the Customer's knowledge.

The Customer acknowledges the code of conduct for voestalpine business partners and undertakes to observe this code of conduct. For this code of conduct please refer to <http://www.voestalpine.com/group/de/konzern/compliance>

**A COPY OF THESE TERMS AND CONDITIONS IS
AVAILABLE IN A LARGER FORMAT ON REQUEST**