***REYNAERS ALUMINIUM LIMITED -TERMS & CONDITIONS***

***Application of these T*erms**

* 1. Reynaers Aluminium Limited (“the Company”) is only prepared to trade on these terms and conditions.
  2. The Company’s quotation or offer for supply of goods or services is only acceptable on these terms and conditions so that if the customer purports to:

1. accept the Company’s quotation or offer but purports to make that acceptance subject to any other conditions; or
2. make a counter-offer by purporting to accept this offer but on his own terms and conditions;

Then unless the contrary is agreed in writing by the Company such purported acceptance or counter-offer is ineffective to the extent that it excludes, amends or adds to these terms and conditions.

* 1. Acceptance of delivery of the goods or services (or part thereof) from the Company shall be conclusive proof that the customer has accepted these terms and conditions as being the only ones affecting the contract between the customer and the Company.
  2. The Company and the customer have taken into account their relative strength of bargaining position, and have considered the availability of suitable alternative products and services, sources of supply and the terms on which alternative supply could be obtained, and notwithstanding all such factors agree that they wish to proceed with the contract on these terms and conditions.

**2. Price and Specifications**

2.1 The Company will do its best to supply the goods and services at the prices agreed, but reserves the right to increase its prices to take account of fluctuations in exchange rates and/or increases in the cost of materials, or any other factors which are not under the Company’s control.

2.2 The Company reserves the right to alter and amend the specifications from time to time with the aim of improving the product. The value, specification and description given to products in our brochures or such other documents or software  is for information purposes only and the company reserves it’s right to update and improve such information, your attention is drawn to the provisions of clause 6.1 below

**3. Delivery Times** The Company makes every reasonable effort to meet delivery and service times to suit the customer, but sometimes through circumstances beyond the Company’s control, the Company may be unable to meet them. The Company shall not be liable for any damage or losses whatsoever (including consequential losses) which arise through its inability, because of circumstances beyond its control (e.g. strikes, accidents or shortages of materials) to supply the goods or services on the times or dates stated.

**4. Delivery Charges**

4.1 The Company shall be entitled to add the reasonable cost of carriage (where it delivers goods) and the cost of travel (when services are rendered), and all prices are ex-works unless otherwise stated.

4.2 Where goods are sold F.O.B. then in the event of those goods being shut out from the designated vessel or if for any reason the goods are not forwarded by the designed vessel, any reasonable additional costs of transport, rent and other charges incurred on account of replacing the goods F.O.B. on a substitute vessel shall be added to the price.

**5. Acceptance**

Unless the Company receives from the customer within 7 days of delivery written notice of a claim for wrong delivery or damage to or loss of goods, then the lack of such written notice shall be conclusively deemed to show acceptance of goods as being delivered fully in accordance with the Delivery Note.

**6. Warranties and Exclusions**

6.1 Unless the Company has been asked specifically to confirm that its goods or services are fit for the customer’s particular purpose, then the Company gives no warranty nor will it be a term of the contract that the Company’s goods and services will be fit for any particular purpose. If the Company is asked to confirm fitness for a particular purpose, the Company reserves the right to increase the Company’s prices to take account of the increased potential liabilities arising from that confirmation.

6.2 Under no circumstances shall the Company’s liability in tort exceed such liability as might have existed had a claim been brought in contract and the customer shall indemnify the Company in respect of any greater liability which may arise in tort.

6.3 In the event of it being proven that the goods supplied or the services rendered were in anyway defective or negligent, the  Company’s liability therefore shall in no circumstances (save in the cases of proven negligence resulting in injury or death) exceed the net invoiced cost of those goods and in no circumstances shall the Company be liable for any direct or consequential loss how so ever arising and to the fullest extent permitted by law, the implied terms of the Sale of goods act 1979 and the supply of goods and services act 1982, are hereby excluded from this contract.

6.4 The Company accepts no responsibility for sites and foundations (except when supplied by the Company) or for any framework or support for machinery or for compliance with statutory regulations or local regulations or bylaws or the fulfilment of any special requirements binding on the customer. The customer is responsible for the proper adaptation of the Company’s design to the customer’s own circumstances.

6.5 Where the Company provides any labour on the customer’s site or otherwise on the customer’s instructions, the customer shall indemnify the Company against the consequences of any defect or unsuitability of any plant, tackle or apparatus provided by the customer and against any claims by third parties or any claims however arising in respect of any liability to third parties or any liability arising under the statutory regulations or local regulations or bylaws or at common law, but not including any claim arising from an act of neglect by the Company, its agents or servants.

**7. Payment and Interest**

7.1 Payment of all amounts due shall be made in accordance with arrangements agreed in writing by the Company and the Customer, but in the absence of such arrangements, payments shall be net cash in sterling within 28 days of invoice. In any event, payment shall be made by the Customer without set off, counterclaim or other deduction of any type. The Company may at any time set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

7.2 Interest will be charged on a daily basis from the date when payment was due, to the date the payment was made at the standard interest rate of Barclaycard applicable at that time or pursuant to the County courts act 1984, whichever the Company will elect to apply.

7.3 The Company is entitled to invoice the Customer for goods that have been ordered and are in stock but have not been delivered due to delay on the part of the customer. After the expiry of three months, the Customer shall pay the cost of storage in addition to the invoice concerned.

7.4 In the event of late or non-payment by the Customer, in addition to the invoiced value and interest, the Customer will indemnify the Company for any costs incurred by the Company in recovering the debt, such sums shall include legal costs and those of any recovery agents used. Equally, where any concession is granted or negotiated the Customer will pay the costs incurred by the Company in the consideration of same. The Company is at liberty to add such costs to the Company’s account.

**8. Title in the Goods**

8.1 Title in the goods shall not pass to the customer until payment in cleared funds has been received by the Company in full for all goods supplied (and all services rendered) at any time. Until that time, the customer:

1. acknowledges that he is in possession of the goods solely as bailee and fiduciary for the Company until payment of all such sums has been made;
2. shall store the goods on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the Company’s property;
3. shall permit the servants or agents of the Company to enter on to the customer’s premises or any premises where those goods are stored or where they are reasonably thought to be stored and may repossess the goods;
4. Shall not pledge or offer the goods as guarantee or security.

8.2 The customer may sell on the Company’s goods provided the entire proceeds of sale are held in trust for the Company and are not mingled with any other monies or paid into any overdrawn bank account and shall at all times be identifiable as the Company’s money.

8.3 Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or things whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Company and the Company shall have the full legal and beneficial ownership of the new products, but without accepting liability whatsoever in respect of such converted goods in relation to any third party, and the customer hereby indemnifies the Company in relation to any claim brought by a third party in relation thereto.

8.4 In case of non-payment at the due date and upon demand the customer must return forthwith to the Company all goods for which payment has not been made.

8.5 In the event that the customer becomes insolvent or the Company believes that the customer may soon become insolvent, the Company may terminate any contract with the customer and require immediate payment for any goods supplied or the immediate return of those goods to the Company.

8.6 The Company may recover any goods for which payment has not been made, and the customer hereby grants the company access to its premises for that purpose.

**9. Risk in the Goods**

9.1 Risk in the goods passes to the customer when the Company delivers them to a carrier or when the goods come under the customer or his agent’s control, whichever is the sooner, and at that point, the customer shall insure those goods against reasonable commercial risks.

9.2 In the case of carriage by sea, the Company’s responsibilities for the goods shall cease, at the latest, the moment the goods are placed on board ship and the Company has no obligation to give the customer the notice specified in section 32(3) of Sales of Goods Act 1979.

**10. Miscellaneous**

10.1 This contract shall be construed in accordance with English law and the English courts shall have exclusive jurisdiction to determine disputes relating to this contract.

10.2 Save as expressly provided, none of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

10.3 Any failure or delay by either party in exercising its rights under this Agreement shall not be construed as a waiver of such rights and the obligations of the other party shall continue.

10.4 In the event that any term of this Agreement shall be nullified or made void by any statute, regulation or order or by the decision or order of any Court or other competent body having jurisdiction, the remaining terms shall remain in full force and effect.

10.5 This Agreement shall supersede all previous agreements between the parties and represents the entire agreement between the parties.

10.6 No variation of any term of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is duly executed by or on behalf of each party.

Signature: /sn1/ Date: /ds1/