

## CONDITIONS OF SALE

In these conditions references to "the Company" are to the company named overleaf acting as an agent for Wedge Group Galvanizing Ltd and references to the "Customer" are to the other contracting party named overleaf.

All quotations are given and all orders are accepted on these terms and conditions which shall over-ride and exclude any other terms stipulated or incorporated or referred to by the Customer whether in any negotiations or from any course of dealing established between the Company and the Customer. All orders hereafter made by the Customer shall be deemed to be made subject to these terms and conditions to the exclusion of the Customer's statement terms and conditions of purchase. The signing by the Company of any of the Customer's documentation shall not imply any modification of these terms. Neither these conditions nor any other provisions of contract shall be suspended, amended or waived except with the express written agreement of the Company. No representative, agent or salesman who is not a Director of the Company has any authority to amend or waive any of these terms and conditions or other provisions of contract.

### 1. Suitability for galvanizing

Whilst every care is taken during processing, no responsibility will be accepted for articles which prove to be unsuitable for hot dip galvanizing. All articles submitted for galvanizing must be manufactured from ferrous raw materials only and should be new or mill-rust only. The Company will galvanize articles in accordance with the specification for hot-dip galvanized coatings on iron and steel articles BS EN ISO 1461:2022.

### 2. Masking and protection of protruding threads

It is the responsibility of the Customer to indicate clearly on the order any surface which does not require galvanizing. The Customer should first ascertain that masking and protection is possible. The Company will make an extra charge for masking and gives no guarantee or assurance that such masking will completely eliminate the pick-up of zinc.

### 3. Surface conditions and markings

All articles shall be free from paint, preservatives, oil, grease, varnish, heavy rust and scale and burnt on residues of anti-splatter compound and cutting fluids. The cost of removing such deposits or markings will be charged as an extra. For temporary identification, marks in water soluble paints are acceptable.

### 4. Welding slag

It is the responsibility of the Customer to remove all welding slag and anti-splatter compounds as this will not be removed in the process. The Company reserves the right to make an additional charge at its discretion for grit blasting, removal of welding slag, paint, grease, oil, scale or stripping off previous galvanized coatings. Such additional charge shall adequately reflect the additional costs incurred by the Company in performing these services.

### 5. Venting and drainage

If sealed compartments are immersed in a galvanizing bath there is a danger of violent explosion due to the expansion of air or vaporisation of unsuspected trapped liquids. Tanks, closed vessels, tubular components, sealed cavities, plates welded adjacent to each other and fabricated hollow sections MUST BE DRILLED TO ALLOW FOR VENTING AND DRAINAGE. It is the Customer's responsibility to drill as aforesaid. If the Customer instructs the Company to carry out drilling the Company will do so at the cost of the Customer, but such drilling will be carried out at the Customer's sole risk and the Company will accept no responsibility whatsoever for any damage to the articles thereby occasioned. The Customer hereby agrees to indemnify and keep fully and effectually indemnified the Company and its officers, servants or agents from and against all costs, damages, losses and expenses whatsoever arising out of the Customer's failure to drill as aforesaid.

### 6. Design, suspension and clearance

- 6.1 Frames fabricated from channels and gussets on fabricated columns should have cropped corners to allow the free flow of zinc. Fabrications may require suspension holes if there is no convenient point for attaching a hook. If the Company considers it is necessary to drill for suspension holes for such purpose it may do so, but any such drilling will be charged as an extra and will be carried out at the Customer's sole risk and the Company will accept no responsibility whatsoever for any damage to the articles thereby occasioned.
- 6.2 A 0.4mm (0.015") tolerance should be allowed on all threaded bolts unless the nuts are galvanized blank and tapped oversize. A 1.0mm (0.04") clearance of mating surfaces should be allowed if free movement is required after galvanizing.
- 6.3 It is generally accepted that semi-killed Silicon Steels are more reactive with zinc than conventional mild and aluminium killed steels. In consequence the Customer should be aware that in certain circumstances heavy coatings can ensue. It is the Customer's responsibility to check its own tolerances and the Company shall have no responsibility whatsoever in the event that such tolerances are affected by the galvanizing process.

### 7. Distortion of materials

No responsibility can be accepted by the Company for distortion or damage resulting from the effect of heating during galvanizing or for the cracking of basis materials caused by thermal expansion and contraction during processing. The Customer is advised that distortion may arise from the introduction or relief of stresses which may be present as a result of manufacture or fabrication. Consultation with the Company is advisable on aspects of design and fabrication to facilitate ease and quality in processing, but the Company can accept no responsibility in respect of advice given by it otherwise than in writing as to design or fabrication.

### 8. Damage and/or loss

- 8.1 Except in relation to death or personal injury resulting from the Company's negligence, the Company shall not be under any liability whatsoever (including without limitation liability for negligence) for any indirect, consequential or contingent loss, damage or injury to the Customer or its goods whether foreseeable or not and no matter when or how arising and in particular (but without limitation) shall not be liable for economic loss or loss of profits, contracts, business, anticipated savings, use or goodwill.
- 8.2 Under no circumstances (save in relation to death or personal injury resulting from the Company's negligence) will the Company's liability whether in contract, tort or otherwise exceed a sum in respect of any one incident giving rise to a claim in excess of the lower of the total price to be paid by the Customer pursuant to the contract of which these conditions form a part, or the sum of £100,000, nor will the Company's aggregate liability as aforesaid to the Customer in respect of all incidents arising in any period of twelve consecutive months exceed the sum of £500,000.

### 9. Delivery

- 9.1 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.
- 9.2 Notwithstanding that the Company may have delayed or failed to deliver the goods (or any of them) promptly the Customer shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within 3 months of the delivery date specified by the Company.
- 9.3 Delivery shall take place when the goods are unloaded at or delivered to the Customer's premises or other location agreed between the Company and the Customer except that if the Customer collects or arranges collection of the goods from the Company's premises, or nominates a carrier for the goods delivery shall take place when the goods are loaded on to the collection or carrier's vehicle.
- 9.4 Where the Contract provides for delivery by instalments each instalment shall constitute a separate Contract and any failure or defect in any one or more instalments delivered shall not entitle the Customer to repudiate the agreement nor to cancel any subsequent instalments.
- 9.5 The Customer shall not be entitled to reject the goods by reason only of short delivery.
- 9.6 It is the Customer's responsibility to notify the Company if the goods have not been received by the Customer within seven days of the date of receipt of the Company's invoice therefore. If no notification is made the Customer shall be deemed to have received the goods.

### 10. Quality and inspection

- 10.1 In the event that the Company agrees in writing to carry out a visual inspection of the goods following processing then the Company's responsibilities shall be limited as follows:
- 10.1.1 to carrying out a visual inspection of the previously agreed external parts of the goods;
- 10.1.2 to providing a written report identifying any defects apparent from the face of the goods at the time of the inspection; and
- 10.1.3 the customer acknowledges that the Company's employees are not qualified to report or advise upon the integrity of the goods should any defects (such as cracking) be identified and it shall be the customer's responsibility to consider such report and to take such action as it considers necessary (if any) to rectify the defects unless such defect falls within the provisions of clause 10.3 below. 10.2 It is the responsibility of the customer to inspect goods forthwith upon collection or delivery. Goods for onward shipment must be inspected prior to packing or containerisation for shipping. The Company will notify the Customer when goods are available for inspection. Where specific inspection is called for that inspection must be made at the Company's works and the results of such inspection shall be final and binding on the customer. Complaints can not be considered after the goods have been shipped or where more than a period of more than 28 days has elapsed from the date of delivery or collection of the goods or notification that the goods are available for inspection, nor where the Customer has submitted the goods to further processing (for example, welding, painting or coating) after delivery or collection. In no circumstances can the Company accept responsibility for the formation of wet storage stain on galvanized materials occurring after materials have left the Company's premises.

- 10.3 In the event that goods are returned to the Company following the submission of a complaint in accordance with the time period referred to in clause 10.2 above and the Company accepts that they are defective in workmanship then the Company shall at its sole option regalvanize the goods free of charge or refund the Customer the price of the services.
- 10.4 Subject to clause 8 above the Company's obligation to refund or regalvanize as aforesaid shall constitute the full extent of the Company's liability in respect of loss or damage sustained by the Customer whether caused by any breach of the Contract or by misrepresentation or by the negligence of the Company it's employees or agents or arising from any other cause whatsoever. 10.5 The cost to the Company of and incidental to the return by the Customer to the Company of any of the goods delivered hereunder, shall, except to the extent that the Company has accepted responsibility hereunder, be the responsibility of the Customer who shall indemnify the Company against any such costs.
- 10.6 The goods shall be at the Customer's risk as from delivery and should be insured as such.

### 11. Bundling, marking and labelling

If the Customer requires any or all of this work to be carried out it shall specify in its order and the work and cost of materials will be charged as an extra.

### 12. Prices and terms

All prices quoted are subject to variation in the form of a "zinc surcharge" which is dependent upon the price of zinc in force from time-to-time. Subject thereto quotations will remain firm for a period of one month and are (unless otherwise agreed) based upon weight after galvanizing. In respect of contracts the performance of which may be extended for a period in excess of twelve months, the Company reserves its right to review prices annually and notify any increases forthwith to the Customer. Prices are net and exclusive of VAT which will be charged at the rate in force from time-to-time. Payment of all sums due shall be made within 30 days after the end of the month in which the work is invoiced. The Company reserves the right to charge interest at the rate of 5% per annum above National Westminster Bank PLC base rate in force from time-to-time on all overdue payments (as well after as before judgment) such interest to be calculated on a daily basis from the date when payment was due until the date of actual payment. Unless otherwise agreed prices quoted for galvanizing are given upon the assumption that materials for galvanizing are not reactive steels eg. containing silicon, phosphorus, etc. If during the galvanizing process it becomes apparent that materials being processed are reactive the Company reserves the right before completion of the order to impose an increase in price beyond that quoted in compensation for the resultant additional increase in zinc usage. 12.1 By giving us your credit card details you have authorised us to take payment as and when any account you are liable for becomes due.

### 13. Sub-contracting

All or any part of the work to be carried out by the Company may be carried out by it or on its behalf by any agent or sub-contractor appointed by it.

### 14. Time and force majeure

- 14.1 The Company shall not be strictly bound by any dates agreed upon in the contract for completion of the work, but shall make all reasonable efforts to complete the work by such dates. Time shall not be of the essence of the contract.
- 14.2 The Customer shall not have any claim of any nature whatsoever against the Company for any failure by the Company to carry out any of its obligations under the contract as a result of any strike, lock-out, shortage of labour, shortage, non-availability or loss of materials, delays in transport, accidents of any kind, act of God or any other cause of whatsoever nature beyond the Company's control.

### 15. Lien and right of resale

- 15.1 The Company shall have a particular and general lien on all goods delivered by the Customer to it for galvanizing (whether wholly or partly) for all moneys (whether presently payable or not) payable by and all debts and liabilities (whether or not the period for payment or discharge for the same shall have actually arrived) of the Customer to the Company under any contract and such lien shall cover such goods and equipment whether or not the Company shall at the time of exercise of the lien have begun or completed the galvanizing of such goods. The Company shall be entitled to refuse to deliver up any goods at any time unless all charges accrued due under this contract and all other sums (if any) owed by the Customer to the Company under any contract shall have been previously paid.
- 15.2 Without prejudice to the Company's other rights of action against the Customer for breach of the Company's payment conditions, if any sum due from the Customer under any contract shall not have been paid within the three weeks after becoming due the Company may upon giving to the Customer seven days notice of its intention so to do unless such sums shall in the meantime have been paid, sell (whether by auction or by private treaty or in any other manner) any or all the goods in the Company's possession on which the Company has a lien. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are presently payable, and any residue shall (subject to a lien for debts or liabilities not presently payable as existed upon the goods prior to the sale) be paid to the Customer.
- 15.3 Where the Customer shall have failed to have collected goods after completion of the galvanizing process within a period of 12 months after the date of notification by the Company, to the Customer that such goods are available for collection or the date upon which the Company first attempted to effect delivery thereof the Company may notify the Customer of its intention to sell such goods and if the Customer shall not collect such goods within seven days after the date upon which such notice has been given the Company shall have a like right of sale as that set out in sub-clause 15.2 above and shall account to the Customer (subject to any lien as aforesaid) for the proceeds of sale thereof provided that if the Company shall not be able to establish the whereabouts of the Customer the amount of such proceeds of sale shall stand in the books of the Company as a debt due to the Customer (subject to any rights of set-off or counter-claim).

### 16. The Customer's driver has the responsibility of ensuring that each vehicle is loaded and unloaded in a safe manner.

### 17. Suspension of work and termination

- 17.1 Upon the happening of a specified event the Company shall have the right forthwith to suspend all further work under any contract with the Customer (in which case the Company shall be entitled to payment on a pro rata basis for all work carried out up to the date of such suspension) and/or terminate this agreement forthwith by notice in writing to the Customer. A "specified event" shall occur if in relation to the Customer (a) the Customer shall fail to make any payment due to the Company on the due date therefor or (b) shall cease or threaten to cease to carry on its business or if it shall appear to the Company that the Customer is or is likely to be unable to pay its debts in the ordinary course of business, or (c) if an event occurs in relation to the Customer which would entitle any creditor of the Customer to issue a petition for the winding-up of the Customer or if a resolution shall be passed or petition presented for the winding-up of the Customer or if a petition shall be presented for the appointment of an administrator over the whole or any part of the undertaking or assets of the Customer, or (d) if any encumbrancer shall seize or threaten to seize all or any of the assets of the Customer or (e) if the Company is unable to obtain credit reference insurance against the Customer or such insurance for cover is revoked for any reason whatsoever or any time.
- 17.2 The remedies available to the Company for the breach or non-observance of these Conditions shall be available to the Company in the event of the Customer breaching any of such obligations or any collateral or separate contracts between the parties in force at the date of the order to which these Conditions apply and such rights available to the Company shall apply in the event of a breach by the Customer or any associated and/or subsidiary company of the Customer involved at any time in a contractual relationship with the Company. In addition the rights available to the Company under these Conditions shall apply to any associated and/or subsidiary company of the Company who is involved in a contractual relationship with the Customer or associated and/or subsidiary company of the Customer.

### 18. Waiver

The failure of the Company to seek damages or other remedy for any breach or to insist upon the strict performance of the terms of contract shall not be construed to condone a subsequent act of similar or other nature, nor shall it in any way be deemed a waiver of the Company's right with respect thereto.

### 19. Notice

Any notice required to be given hereunder must be in writing and made or effected by personal delivery, electronic mail, facsimile or by post, postage is deemed if effected by facsimile or electronic mail on the day of sending (provided that written confirmation of such facsimile or electronic mail is delivered by first class post as soon as practicable after the sending of the facsimile or electronic mail) and if effected by post shall be deemed to have been received 48 hours after the date of posting.

### 20. Arbitration

All disputes differences or questions at any time arising between the parties as to the constructions of Contract or as to any matter or thing arising out of the Contract or in any way connected therewith shall be referred to the arbitration of a single Arbitrator who shall be agreed between the parties or who failing such agreement shall be appointed at the request of either party by the President for the time being of the Engineering Employers Federation. The Arbitration shall be in accordance with Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

### 21. Governing Law

These conditions and the contract of which they form part shall be construed and interpreted in accordance with English Law and the Customer submits to the nonexclusive jurisdiction of the English courts