

ACCURATE CUTTING SERVICES LIMITED
STANDARD CONDITIONS OF SALE AND
FOR WORK TO BE DONE

1. In these Conditions, "ACS" means Accurate Cutting Services Limited.
2. All contracts for the sale of goods by ACS or for the performance of services or the carrying out of work by ACS shall incorporate these Conditions to the exclusion of all other terms and conditions whatsoever including any terms or conditions promulgated or recommended by any body or any terms and conditions which any other party may purport to apply orally or under any purchase order confirmation of order letter or other document and any variation suspension or addition to or of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by ACS.
3.
 - (a) Quotations by ACS are valid for thirty days only and are offers to treat only. No contract will come into existence until ACS has issued written confirmation of a customer's order.
 - (b) Clerical errors or omissions in any quotation or acceptance of orders by ACS or other documentation issued by ACS which do not materially affect the terms of the transaction or which are manifest errors shall not annul the contract but may be subsequently corrected by ACS without any liability on the part of ACS.
 - (c) Unless otherwise specifically agreed in writing by ACS any goods or materials to be processed by ACS shall be delivered to the premises of ACS by and at the sole expense and risk of the customer.
4.
 - (a) The customer warrants as a term of the contract that goods or materials to be processed by ACS will be delivered to ACS in and will be in accordance with the description and condition specified or described by the customer failing which ACS shall be entitled at any time to rescind the contract and shall not be liable for any loss or damage whatsoever to the customer and the customer shall collect the goods or materials in question within seven days of such rescission and shall be liable to ACS for breach of warranty and contract.
 - (b) The customer warrants as a term of the contract that goods and materials delivered to ACS for processing will be fit and suitable for the work to be carried out by ACS and for the purpose for which such goods or materials are required and ACS shall not be liable for any loss damage or expense whatsoever occasioned to the customer or any other person or party howsoever caused if such goods or materials are not fit and suitable as aforesaid and whether or not any proposed use of such goods or materials has been made known to ACS.
 - (c) In the event that such goods or materials as aforesaid are not fit and suitable as aforesaid the customer shall be liable for any injury suffered by or to employees of ACS and for any damage which may be thereby caused to any machinery, blades or other property of ACS or any third party together with damages for brach of warranty and contract.
5.
 - (a) Dates or periods for delivery of goods or materials or carrying out of work by ACS are approximate and are given for information only and shall under no circumstances be essential terms. A delay in such delivery or the carrying out of work including delivery or carrying out of work later than the date or dates provided in the contract documents shall not constitute a breach of contract and shall not entitle the customer to avoid the contract or to any other remedy unless ACS has guaranteed the date of delivery or for the carrying out of work in a written warranty which expressly refers to and modifies the provisions of this condition.
 - (b) If the manufacture, processing of materials, carrying out of work, or delivery of goods or materials at the premises of ACS or to the customer elsewhere whether by ACS or an independent carrier, be prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes or lock outs, industrial dispute, shortage of raw materials or fuel notwithstanding that ACS has taken all reasonable steps to procure the same, shortage of labour, breakdown or partial failure of plant or machinery, late receipt of the customer's specification or other necessary information, acts, orders or regulations of Governments, decisions or directives of the Commission of the European Communities, delay on the part of any sub-contractor or supplier, or any cause whatsoever beyond the reasonable control of ACS, then notwithstanding any warranty modifying the provisions of sub-paragraph (a) of this Condition the time for the manufacture processing or

delivery or carrying out of work as the case may be shall be extended for a reasonable period having regard to the effect of the delaying cause on the manufacture processing or delivery or carrying out of work.

- (c) If performance of its part of the contract by ACS is likely to be delayed by reason of the causes or events referred to in sub-paragraph (b) of this condition, and
 - (i) the delay is likely to continue for so long that the customer will need to acquire substitute goods or materials from a source other than ACS, and
 - (ii) the customer shows to the reasonable satisfaction of ACS that the conduct of the customer's operations is likely to be seriously affected by the lack of the goods or materials or the carrying out of work or that the customer is in peril of being in breach of a contractual obligation with a third partythen ACS shall at the request of the customer agree to the cancellation of the contract but the customer shall have no claim or remedy against ACS whatsoever.
 - (d) Unless otherwise specifically agreed in writing the customer shall collect goods or materials from the premises of ACS within seven days of being notified that such goods or materials are ready for collection and if the customer fails to collect such goods or materials within such seven day period ACS shall be entitled to charge a storage fee of £10 per tonne (or part thereof) per day from the date on which the customer should have collected the goods or materials as aforesaid until the date on which such goods or materials are actually collected, together with such sum as in the opinion of ACS represents a reasonable storage charge and ACS shall be entitled to exercise a lien on such goods and materials until such storage fee and sum shall have been paid.
 - (e) The customer shall ensure that any goods or material delivered to ACS shall by the time of such delivery be clearly identified and identifiable as belonging to the customer and relating to the order or orders which apply thereto.
6. Unless ACS is otherwise specifically notified in writing the customer shall be deemed to warrant that the customer is the sole beneficial owner free from any lien or any other third party claim of all goods or materials delivered to ACS and that such goods and materials are free and will remain free from any harmful content or material which may cause injury or damage to health or to the environment.
7. All instructions to ACS by the customer for the processing of materials shall be in writing and submitted with the customer's order to ACS. Such instructions must state clearly the number of units to be cut, the dimensions thereof, and the tolerances to be adhered to. Any special instructions with regard to surface, finish, elimination of burrs and the like, the protection of the customer's material from corrosion or damage and any other necessary and proper instructions and information to enable ACS to carry out processing shall be contained in or supplied with the customer's order.
8. All swarf bar-ends and trim cuts left over after processing of material shall become the property of ACS unless the customer's order contains a written request for the return of the same.
9. All palettes, suds, drums and other special packaging shall remain or become the property of ACS and shall be returned to ACS by the customer in good condition, carriage paid, within two weeks of delivery to the customer or collection by the customer, failing which ACS shall be entitled to charge the customer for the cost to ACS of replacing the same.
10. From the time goods or materials are received by ACS from or on behalf of the customer and until the same have been delivered to or by direction of the customer in accordance with the contract the following Conditions shall apply:-
- (a) subject as hereinafter mentioned ACS will take reasonable care of such goods or materials, but
 - (b) ACS will not be an insurer of such goods or materials, and
 - (c) ACS does not warrant the safety of its premises, and
 - (d) ACS shall not be responsible or liable for any loss or damage to goods or materials unless the same is caused directly by the negligence of an employee or the deliberate wrongful act (including malicious damage theft or complicity in theft) of an employee of ACS being in either case an employee to whom ACS has specifically entrusted the goods or materials in question and delegated part of its duty of care
 - (e) in particular but without prejudice to the generality of the provisions of sub-paragraph (d) hereof ACS will not be liable for the negligence or deliberate wrongful acts of an employee to whom goods or materials have not been so entrusted as aforesaid or for loss or damage caused by the

- elements or any other act event matter or cause whatsoever other than those specified in subparagraph (d) hereof, and
- (f) ACS shall not be required to effect insurance in respect of such goods or materials, and
 - (g) in the event of damage or loss occurring for which ACS is liable under the terms of these conditions the liability of ACS shall be limited to damages equivalent to the diminution in market value of the goods or materials and in particular but without prejudice to the foregoing ACS shall not be liable for any special consequential or indirect loss or damage (including but without limitation any loss of profits or in wages or overheads) or any other loss or damage whatsoever suffered by the customer or any third party as the result of the loss or damage of the goods or materials.
11. If and when it is specifically agreed in writing between ACS and the customer that ACS shall arrange for goods or materials to be delivered to or at the direction of the customer other than at the premises of ACS then the following terms and conditions shall apply unless otherwise specifically agreed in writing:-
- (a) the method of carriage of the goods or materials shall be at the discretion of ACS
 - (b) in concluding any contract of carriage and/or insurance of goods or materials in transit ACS shall be deemed to be acting solely as agent of the customer and Section 32(2) and (3) of The Sale of Goods Act 1979 shall not apply
 - (c) any responsibility or liability of ACS in relation to the carriage of the goods or materials shall cease immediately the same are delivered to the independent carrier or placed on board ship and ACS shall be under no obligation to give to the customer the notice specified in Section 32(3) of The Sale of Goods Act 1979 or any other notice
 - (d) ACS reserves the right to charge to the customer any costs, charge or expenses incurred by ACS as a result of vehicle or wagon detention or demurrage of ships in consequence of any act or omission of the customer, its servants or agents or as the result of special requirements or of stipulations of the customer not provided for in the contract
 - (e) ACS will entertain a claim by the customer in respect of loss or damage in transit only if:-
 - (i) the customer gives written notice to ACS within twenty-one days after ACS's advice note or other notification of the despatch of the goods or materials in the case of non-delivery or within seven days of the delivery of the goods or materials in any other case, and
 - (ii) where the goods are transported by an independent freight carrier the customer complies in all respects with the freight carriers conditions of carriage for notifying claims for loss or damage in transit, and
 - (iii) the loss or damage is the result of the negligence or the deliberate and wrongful act of ACS its directors or employees
 - (f) any marine or other insurance required to be effected by ACS under the contract shall, unless otherwise agreed in writing, be 10% over the invoice price and shall cover the interest from the commencement of transit to the destination named in the contract.
12. (a) Subject to the provisions of these Conditions goods supplied by ACS and work carried out by ACS will comply with the specification and standard, if any, agreed in writing between ACS and the customer for the purpose of the contract.
- (b) Unless ACS and the customer have expressly agreed in writing to modify this Condition then, notwithstanding anything contained or implied in or by these Conditions, any condition or warranty statement or undertaking by ACS as to the quality or durability or life of goods or materials or their fitness or suitability for any purpose howsoever (whether before or after processing thereof) and whenever expressed or which may be implied by statute custom of the trade or otherwise is hereby excluded, whether or not any particular purpose may have been known by ACS at any time, and
- (c) Without prejudice to the foregoing, no statement or undertaking contained in any British Standard, Euronorm, ISO Recommendation or other standard or technical specification as to the suitability of goods or materials for any purpose shall give rise to any legal liability on the part of ACS. The customer shall satisfy itself that goods or materials are or will be suitable for any product or application for which they are to be used before the goods or materials are incorporated into such product or application.
13. Where the contract provides for testing or inspection of goods or materials by or on behalf of the customer before delivery (whether at the premises of ACS or elsewhere) then upon ACS giving notice of the availability of the goods or materials for inspection/testing the customer shall inspect and/or test

the goods or materials within seven days of such notice. If the customer does not inspect or test the goods or materials within the time specified or if within fourteen days of such testing or inspection the customer does not notify ACS in writing that the goods or materials are not in accordance with the contract, specifying the matters complained of, then the customer shall conclusively be deemed to have accepted the goods or materials as being in accordance with the contract and shall not thereafter be entitled to reject the same on the grounds of anything which such testing or inspection has or would have revealed.

14. The customer shall be deemed to have accepted goods or materials or work and it shall be conclusively agreed that goods materials or work are in accordance with the contract unless
- (a) the customer gives notice in accordance with Condition 13 herein, or
 - (b) within twenty-one days after receipt of the goods or materials, and prior to their use or sale or re-sale, the customer serves upon ACS a written notice specifying any defect in the quality or state of the goods materials or work or other respect in which the same are not in accordance with the contract which would be apparent upon careful inspection or by such testing as it is reasonable in all the circumstances for the customer to undertake and stating why the goods or materials are not otherwise in accordance with the contract and thereafter provides to ACS a reasonable opportunity of inspecting or testing the goods or materials or work before they have been used or sold or re-sold, or
 - (c) if a defect in the quality or state of goods or materials or other respect in which the same are not in accordance with the contract would not be apparent upon careful inspection or reasonable testing, the customer serves upon ACS a written notice of such defect or respect forthwith upon its discovery and in any event not more than twelve months after the receipt of the goods or materials specifying the matters complained of and according to ACS a reasonable opportunity of inspecting the goods or materials before making good or replacement is undertaken. The customer shall not be excused from providing such opportunity by reason only of the incorporation of goods or materials in the property of a third party or the location of goods in upon or under the premises or land of a third party.

Any dispute between the parties as to whether any goods or materials or workmanship thereon are defective in quality or state or otherwise not in accordance with the contract shall be referred in accordance with the provisions of The Arbitration Act 1960 and 1970 or any statutory modification or re-enactment thereof for the time being in force to a single arbitrator to be agreed between ACS and the customer or in default of agreement to be nominated by the President for the time being of The Law Society of England and Wales at the application of either party.

15. The weight or quantity or other description of goods or materials printed upon ACS's advice/ despatch note shall be final unless the customer shall have given notice of any alleged discrepancy in weight or quantity within seven days after receipt of the goods or materials and has thereafter given to ACS a reasonable opportunity of witnessing a verification of the goods or materials before they have been used processed or sold.
16. Provided that the customer has complied with the requirements as to notice in Conditions 13 or 14, whichever may be applicable, if goods materials or work or any part thereof are defective in quality or state or (save for discrepancy in weight or quantity) otherwise not in accordance with the contract then, if ACS and the customer do not agree that the customer should accept the goods or materials at an agreed value or that the goods or materials or work should be made good at ACS's expense, ACS undertakes to accept a return of the relevant goods and materials and at the option of ACS either to
- (a) repay or allow the customer the invoice price thereof (including freight where appropriate) and any reasonable transport costs actually incurred by the customer in carrying the relevant goods or materials from the place of original delivery to the premises of ACS from which they were despatched or to such other place as ACS may nominate, or
 - (b) replace the goods or materials by delivering replacement goods or materials to the original place of delivery as soon as may be reasonably practicable.
17. The undertakings in Condition 16 above are given in lieu of any other remedy and the liability of ACS shall be for all purposes limited to the cost of making good, the giving of any appropriate credit or repayment or to the replacement of the goods or materials in accordance with that Condition. Under no circumstances whatsoever shall ACS be liable for consequential or any other loss, damage or expense whatsoever occasioned by any breach of contract, negligence or breach of any duty of ACS whatsoever and howsoever such loss damage or expense may have been caused.

18. Each part delivery or instalment of goods or materials shall be deemed to be provided under a separate contract. Delivery to the customer of a quantity of goods or materials less than or greater than that which ACS has agreed to provide shall under no circumstances entitle the customer to reject the goods or materials delivered.
19. No property in any goods or materials of ACS shall pass from ACS or vest in the customer unless and until
- (a) the customer makes full payment to ACS for such goods or materials, or
 - (b) the goods or materials are incorporated by the customer in or utilised by the customer in the manufacture of products, or
 - (c) the goods or materials are sold and delivered by the customer in the customer's ordinary course of business (in which event ACS shall acquire ownership either of the proceeds of sale or of the right to sue the buyer for the proceeds of sale)
- whichever shall be the earlier.
- Until the first of such events the customer shall in all respects treat and deal with goods or materials as the bailee of ACS and shall store such goods or materials so that they are readily identifiable as the property of ACS. During such period (and without prejudice to its other rights) ACS shall be entitled to enter any premises to inspect goods or materials and if the customer shall fail to make due payment for or in respect of them, to retake and reclaim such goods or materials. For the purposes of this Condition, decolling, cutting, slitting, cold banding or re-bundling of goods shall not constitute the manufacture of a product or products and until full payment has been made the customer shall not be entitled to dispose of any property in goods or materials by sale or otherwise to the holding company of the customer or to any subsidiary of the customer or of such holding company. Upon delivery to the customer, or as directed by the customer all goods and materials shall be at the risk of the customer in every respect.
20. Any contract to which these conditions apply is made on condition that until goods or materials have been supplied to and paid for by the customer the customer shall not make default in or commit any breach of such contract or of any of its obligations to ACS that no distress or execution shall be levied upon the customer's property or assets, that the customer shall not make or offer to make any arrangement or composition with its creditors or commit any act of bankruptcy, that no petition or receiving order in bankruptcy shall be presented or made against the customer or, if the customer is a limited company, that no resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented and that no Receiver of such company's undertaking property or assets or any part thereof shall be appointed and if there shall be any breach of this Condition ACS shall have the right forthwith to determine the contract then subsisting on the ground of breach of this Condition by the customer and upon written notice of such determination being posted to the customer's last known address any subsisting contracts between the customer and ACS shall be deemed to have been determined but without prejudice to any claim or right which ACS may otherwise have make or exercise against the customer for breach of this Condition or otherwise.
21. ACS shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any or every contract between itself and the customer or to suspend any further deliveries or work under any or every contract in any of the following events:-
- (a) if any debt is due and payable by the customer to ACS but is unpaid,
 - (b) if the customer has failed to provide any letter of credit, bill of exchange or any other security required by the contract provided that in such event the aforesaid rights of termination or suspension shall apply only in regard to the particular contract in respect of which the customer shall have so failed,
 - (c) if the customer fails to take delivery of goods or materials under a contract between it and ACS otherwise than in accordance with the customer's contractual rights,
 - (d) if the customer becomes insolvent or enters into any composition or arrangements (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except where solely for the purpose of reconstruction or if a petition has been presented for an order for its winding up or for a Receiver (including an Administrative Receiver) or Administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership the customer suspends payment of his or their debts in whole or in part or if an application has been made for an interim order or a petition has been presented

for a bankruptcy order or if any such order is made or if the customer, whether or not a body corporate, shall carry out or be subject to an analogous act or proceedings under foreign law ACS shall be entitled to exercise its aforesaid rights of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and, in the event of any such suspension, ACS shall be entitled as a condition of resuming delivery or work under any contract between it and the customer to require prepayment of, or such security as it may require for the payment of, the price or consideration or any further delivery.

22. The customer shall not be entitled to withhold payment of any amount payable under the contract to ACS because of any disputed claim of the customer in respect of defective goods materials or workmanship or any other alleged breach of the contract, nor shall the customer be entitled to set off against any amount payable under the contract to ACS any monies which are not then presently payable by ACS or for which ACS disputes liability.
23.
 - (a) Unless the contract documents otherwise expressly provide, the price or consideration payable by the customer to ACS for goods or services shall be (subject to sub-paragraph (b) hereof) that in accordance with ACS's quotation to which shall be added any value added tax and any other tax or duty relating to the sale or delivery of goods or materials chargeable to ACS and (where appropriate) the applicable freight and other charges current at the date of despatch. Unless otherwise expressly stated in the contract, the price or consideration for goods or services (including such freight and other charges) shall be paid in full and received by ACS by the thirtieth day after the date of ACS's invoice in respect of the same. ACS shall be entitled to charge interest on any sums not so paid. Such interest shall be calculated on a day-to-day basis on the amount outstanding at the rate of 3% above the base rate of Midland Bank Plc.
 - (b) If the price of goods or raw materials to be supplied by ACS or the cost of labour employed by ACS shall increase after receipt by ACS of the customer's order ACS may give notice to the customer of such increase in the price of the goods or services ordered as ACS may consider appropriate and the customer may within fourteen days of receipt of such notice give to ACS a counter notice that the customer wishes to cancel the contract whereupon the contract shall be deemed cancelled and neither ACS nor the customer shall have any claim against the other arising out of or in respect of such order. If the customer shall fail to give a counter notice as aforesaid the customer shall be deemed to have accepted the increase notified in substitution for the original price.
 - (c) Payment shall be made to ACS in the currency specified in the contract documents. The amount of the price or other consideration to be paid will be that specified in the contract documents or calculated in accordance with the formula therein specified subject to the provisions of sub-paragraphs (a) and (b) of this Condition. That amount shall not be subject to any discount or deduction except as agreed in writing by ACS.
 - (d) Quotations in a currency other than Sterling are based on the rate of exchange at the time of quoting and unless otherwise stated the quotation shall be subject to revision up or down if any different rate of exchange is ruling at the date the order acknowledgement is despatched.
 - (e) The contract price or consideration for goods or services is for the supply of the goods or services in accordance with the express terms of the contract.
24. The rights of ACS or the customer shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.
25. In the event that, for any reason, any provision or provisions in these Conditions or any part thereof is or is held to be void, unenforceable or otherwise invalid, any contract made which incorporates these Conditions shall continue to be fully binding and all other Conditions herein, including the remainder of any Condition where the effect of some part thereof is avoided, shall remain fully effective.
26. The contract shall be governed by and construed in accordance with the laws of England. The customer on contracting with ACS submits to the jurisdiction of the English Courts.
27. For the purpose of these Conditions the expressions "holding company" and "subsidiary" shall have the meaning attributed to them by Section 738 of The Companies Act 1986.

