

ROMTECH LIMITED TERMS & CONDITIONS OF TRADING

1. **INTERPRETATION**

In these Conditions (unless the context otherwise requires) the following words shall have the following meanings:

"Buyer" means a person to whom the Seller supplies or is to supply Goods and Services pursuant to a Contract;

"British Standards" means those standards set by the British Standards Institute applicable to the Goods and Services;

"Conditions" means these terms and conditions of sale as amended from time to time; "Contract" means a contract for the sale of Goods or Services made by or on behalf of the Seller with a Buyer in accordance with these conditions; "Goods" means the goods which the Seller supplies pursuant to a Contract;

"Product Guide" means any guide to Goods or Services issued by the Seller from time to time; "Services" means the services which the Seller provides pursuant to a Contract; "Seller" means ROMTECH Limited a company registered in England and Wales under number 3719493; registered office at Building 58, Castle Works, East Moor Road, Cardiff, CF24 5NN. "Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory holiday in England.

2. **ADDITIONAL CLAUSES**

2.1 The Order constitutes an offer by the Buyer to purchase Goods in accordance with these Conditions.

2.2 When the buyer issues a purchase order this conduct shall be taken as evidence of an unconditional acceptance at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty given by or on behalf of the Seller which is not set out in the Contract.

2.4 These Conditions apply to the Contract to the exclusion of any other terms, that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Notwithstanding the fact that the Seller does not intend to dispute the purported imposition of the Buyers own terms, the Buyers terms and conditions shall not bind the Seller or prevail over these terms.

3. **GENERAL**

3.1 These Conditions are to apply in preference to and supersede any terms and conditions referred to offered or relied on by the parties whether in negotiation or at any stage in the dealings between the Seller and Buyer with reference to the Goods and Services to which this Contract relates. They represent the entire agreement between the parties. Without prejudice to the generality of the foregoing the Seller will not be bound by any standard or printed terms furnished by the Buyer in any document unless such terms are accepted in writing by a duly authorised executive of the Seller. No oral variation of these Conditions can be agreed in any circumstances.

3.2 Any representations made prior to the formation of the Contract, including any literature, descriptions, specifications, oral or written statements or any combination, the Buyer hereby acknowledges were not relied on by him. The Buyer hereby acknowledges that he has not entered into this Contract on the basis of any representation, made oral or in writing, by the Seller, its employees or agents and that he therefore relied on his judgment alone when entering into the Contract.

3.3 In the event of delivery being delayed by fire, accident, strikes, lockouts, delay in receipt of materials or bought-in goods or any other Condition beyond the reasonable control of the Seller, a reasonable extension of time for delivery shall be granted and the Buyer shall pay such reasonable extra charges as shall have been occasioned by the delay. However, the Seller shall have the right to suspend or terminate the Contract, on giving written notice. During any period of such suspension the Seller shall have the right to terminate the Contract, subject to further notice in writing. Where the Contract is suspended by the Seller all obligations imposed on either party by the contract shall be held in abeyance for the period of such suspension. Where the Seller elects to terminate the Contract, such termination shall not affect liabilities on the Buyer's part which fell due before termination.

3.4 Any quotation is without engagement and is subject to written confirmation by the Seller on receipt of order.

3.5 The Seller's quotation (if any) is made on the understanding that the whole of the quantity of the Goods and/or Services quoted for will be ordered and supplied. Cancellation of all or part will not be valid unless accepted by the Seller in writing in which case the Seller will be entitled to revise its quotation.

3.6 Prices quoted are based upon current conditions, costs of labour, materials and statutory charges and are subject to increase without notice to take account of variations of alterations in the same. The Seller accordingly reserves the right to adjust the invoice in the event of any increase in the cost of materials, transport or of labour and/or take account of any other costs, which may arise as a result of legislation or by reason of any other event unknown to the Seller at the date of quotation.

3.7 The following provisions shall apply to all Goods supplied:

3.7.1 There will be a minimum charge of £100.00 per invoice.

3.7.2 Any orders or call-offs consisting of Rebar under 8 tonnes per delivery or Fabric under 2 tonnes per delivery will attract an additional lump sum charge of not less than £500.00.

3.7.3 There will be an additional minimum charge of £60.00 per crane off-load delivery.

3.7.4 All other deliveries to a value of less than £400.00 will be subject to a minimum carriage charge of £50.00 per delivery.

3.7.5 Where the Buyer requests that the Goods be dispatched by Courier Express, TNT, British Rail, Red Star or similar means, carriage will be charged and payable at an agreed cost.

3.7.6 Any charges referred to in Condition 2.7.2 or 2.7.3 above shall be in addition to the Seller's standard carriage charges.

3.7.7 Rebar schedule amendments notified after receipt of original schedule will be charged at £25.00 per amendment or a lesser figure as may from time to time be agreed.

3.7.8 The Seller reserves the right to make a "waiting time" charge for the time during which a lorry making a delivery is held on site in excess of a period of one hour.

4. **DELIVERY**

4.1 Contract dates for the delivery or collection of the Goods or performance of the Services are to be accepted by the Buyer as estimates only and no action will lie for failure on the Seller's part, however caused, to meet any such dates.

4.2 Where the Buyer fails to accept delivery of the Goods, or fails to arrange for their collection at the agreed time, then the risk in such Goods is to lie with the Buyer and the Seller may, without prejudice to any other rights it may have, make such of the following provisions as it considers appropriate:

4.2.1 Store the Goods at the Buyers expense.

4.2.2 Insure the Goods at the Buyers expense.

4.2.3 Make additional charges for any further transport costs.

4.2.4 Proceed to sell the Goods, on giving written notice to the Buyer, and any loss suffered shall be debt owed by the Buyer on the Seller as though it were part of the invoice price.

4.2.5 Maintain a lien on any property of the Buyer with a right to sell any such property which is in the Seller's possession, until such time as the Buyer has paid in full the amounts outstanding. Where the Seller exercises its rights to sell, it will account to the Buyer for any surplus after allowing for all amounts outstanding and for any costs and expenses incurred in relation to the Goods. The foregoing provisions are also to apply where delivery or collection of the Goods has been delayed or deferred at the Buyers request, even though the Seller may have agreed to such request.

4.3 Where the Goods have been received by the Buyer, whether or not such receipt of is acknowledged in writing, the Buyer hereby agrees that he will be deemed to have examined the Goods and to have accepted that they meet fully the obligations imposed by this Agreement on the Seller.

4.4 The following shall apply as to the place of delivery:

4.4.1 The place of delivery shall be such place as has been previously expressly agreed or implied, or where there is no indication, it shall be the Buyer's usual place of business.

4.4.2 Where the place has been previously agreed, the Seller may, at its absolute discretion, agree to a request for alteration, the Buyer being responsible for any additional costs involved.

4.4.3 The foregoing provisions are without prejudice to the Seller's rights to change any place of delivery previously agreed. The Seller will bear any costs necessitated by such change by deduction from invoice price or other means, except where such changes arise from circumstances for which the Buyer could reasonably be held responsible.

4.5 Where a change of place is necessitated for reasons for which the Buyer is properly held responsible, and in the opinion of the Seller no suitable alternative place can be determined, then the contract may be terminated at the discretion of the Seller and in this event an action may be maintainable against the Buyer as a breach of Contract.

4.6 At the cost of the Buyer the Seller will arrange for the transportation of the Goods as the Buyer's agent to the Buyer by a haulage company. Such transportation costs shall be included on the invoice to the Seller for the Goods.

4.7 Unless otherwise expressly agreed, the Seller may effect delivery in one or more instalments. If delivery is effected by instalments, each instalment shall be treated as a separate Contract.

4.8 Section 32(2) of the Sale of Goods Act 1979 does not apply and the Seller is not required to give the Buyer the notices specified in section 32(3) of that Act.

5. **WARRANTY AND LIABILITY**

5.1 Liability for short delivery, defective Goods, damage in transit or faulty workmanship will not be considered unless notification in writing is received by the Seller as follows:

5.1.1 In the case of Goods delivered by the Seller their servants or agents to site, or to the premises of the Buyer, within seven days of such delivery and on condition that the Goods so delivered shall be retained as delivered and made available for inspection by or on behalf of the Seller for a reasonable time after such notification.

5.1.2 In the case of materials collected from the Seller by or on behalf of the Buyer, within seven days of such collection and on condition that the materials so delivered shall be retained as delivered and made available for inspection by or on behalf of the Seller for a reasonable time after notification.

5.1.3 In the case of Services carried out by the Seller on site, within seven days of the execution of such Services and before being concreted and/or permanently incorporated in the structure.

5.2 For the purposes of this Condition time shall be of the essence and in the absence of such notification as aforesaid the quantity and condition of the Goods delivered or collected as the case may be shall be deemed to be in all respects correct and satisfactory.

5.3 Except as set out in these Conditions, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non supply or delay in supplying the Goods and Services are excluded to the extent permitted by law.

5.4 Steel reinforcement will be supplied in accordance with the relevant British Standard and applicable standards of UKCARES (or its successor body). Goods and Services provided will meet all the specifications set out in the Seller's Product Guide. The Seller reserves the right to change the specifications of any Goods or Services at any time without incurring obligations, provided that such Goods and Services shall continue to comply with the relevant British Standards and applicable standards of UKCARES. No warranty as to fitness for purpose is to be implied for any Goods or Services. Tools, jigs or any other special equipment used in the course of manufacture or supply shall remain the property of the seller.

5.5 It is agreed that a film of rust or mill scale on reinforcement will not constitute grounds for rejection.

5.6 No representation or statement made or purporting to be made by any person on the Sellers behalf shall be binding unless subsequently confirmed in writing by the Seller.

5.7 The Seller's liability in respect of any defective Goods or Services supplied by them or faulty workmanship regarding which a valid claim has been made under Condition 14 hereof will be limited to the delivery to site at the Seller's expense of Goods to replace the defective Goods or to perform the Services or the remedy of the faulty workmanship and will not extend to any other damage or loss suffered by the Buyer. In particular, but without prejudice to the generality of the foregoing, the Seller will not be liable for loss of profit, damage to plant or for any expenditure incurred on goods supplied or remedial works performed or any consequential or special loss or damage sustained by the Buyer nor for any liability to a third party which the Buyer may incur.

5.8 Nothing in these Conditions shall exclude or restrict any liability:

5.8.1 death or personal injury resulting from negligence; or

5.8.2 breach of the obligations arising from section 12 of the Sale of Goods Act 1979; or

5.8.3 fraud or deceit.

5.9 Whenever any third party, including any prosecuting authority, brings an action or intends to bring an action against the Seller as a result of any actual or alleged criminal offence, tort, breach of contract by the Buyer, then the Buyer undertakes to provide the Seller with a complete indemnity in relation to such action. The Buyer shall also indemnify the Seller, to the full extent of any liability incurred, that arises from any negligent act or omission on the part of the Buyer, whether such liability results from litigation or any settlement reached by the Seller with or without the Buyers consent or howsoever.

6. **RISK AND TITLE**

6.1 All risk in relation to the Goods and Services passes to the Buyer on collection of the Goods by the haulage company pursuant to Condition 3.6. However, this provision is without prejudice to the provisions of Condition 5.2 relating to the Seller's reservation of title.

6.2 Property in the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Goods; and

6.2.1 all other sums which are or which become due to the Company from the Buyer on any outstanding account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

6.3.1 hold the goods on a fiduciary basis as the Seller's bailee;

6.3.2 store the Goods (at no cost to the seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;

6.3.3 not destroy, deface or obscure any identifying marks or packaging on or relating to the Goods; and

6.3.4 maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

6.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

6.4.2 any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyer's right to possession of the Goods shall terminate immediately if any of the events specified under 9.1 shall occur or if the Buyer encumbers or in anyway charges any of the Goods.

6.6 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Seller shall be entitled to enter any premises where the contract Goods are stored and take possession of such Goods at any time before full payment is received.

6.8 Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order which they were invoiced to the Buyer.

6.9 On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this condition 5 shall remain in effect.

7. **EXPORT SALES**

7.1 If the Goods are sold CIF or FOB or on the basis of other international trade terms, the meaning given to such terms in the International Chamber of Commerce INCOTERMS (as revised from time to time) shall apply, except where inconsistent with any of the provisions contained in these Conditions.

7.2 The buyer shall secure the price of any Goods sold under an international supply contract as defined by section 26 of the Unfair Contract Terms Act 1977 by establishing in the Seller's favour an irrevocable letter of credit on terms satisfactory to the Seller immediately upon receipt of the Seller's acceptance of an Order and confirmed by a UK bank acceptable to the Seller

8. **PAYMENT**

8.1 Payment for Goods and Services shall be made on or before the end of the calendar month following the month of delivery or collection and payment for Goods and Services shall not be delayed if the Goods supplied are not used nor shall payment be delayed pending settlement of any claim against the Seller and accordingly the Buyer shall not be entitled to any right of set off against the purchase price. Non-compliance with the Sellers payment terms shall entitle the Seller to withhold future deliveries and / or labour forthwith. The Buyer shall not be entitled to withhold or delay the whole or any part of payment on the grounds of insufficient or no proof of delivery unless the Buyer has given written notice within 7 days of the invoice date requiring proof of delivery. The delivery note/invoice copy receipted on behalf of the Buyer or such other reasonable evidence as may be produced shall be sufficient proof of delivery for this purpose. The Buyer shall otherwise be entitled to require proof of delivery. In the event of payment not being made in accordance with the provisions of this clause then:

8.1.1 The Seller will be entitled to an indemnity from the Buyer for all direct labour, legal and other costs incurred in the recovery of amounts and ;

8.1.2 Payment for all other Goods supplied to the Buyer by the Seller shall forthwith become due for immediate payment.

8.2 The Seller shall (if applicable) add to the price of the Goods and Services, and the Buyer shall pay, an amount equal to any VAT or other sales tax or duty applicable from time to time to sales or supplies of such Goods and Services.

8.3 If the Buyer fails to pay any amount due to the Seller under any Contract on the due date, interest shall be added to such amount at the rate of 4% over the base rate for the time being of Barclays Bank plc for the period from and including the date of receipt (whether before or after judgment).

8.4 If, in the Seller's view, the Buyer's credit-worthiness deteriorates before delivery of the Goods or performance of the Services, the Seller may require payment in full or in part of the price prior to delivery or performance, or the provision of e price prior to delivery or performance, or the provision of security for payment by the Buyer in such form as is acceptable to the Seller.

8.5 The Seller reserves the right to alter or withdraw at any time any credit allowed to the Buyer.

8.6 The Seller may offset any amount owing to it from the Buyer against any amount owed to the Buyer by the Seller.

9. **INFRINGEMENTS OF THIRD PARTY RIGHTS**

9.1 The Seller is not liable to the Buyer if the Goods or Services infringe or are alleged to infringe the rights of any third party if such Goods or Services are supplied pursuant to an international supply contract as defined by section 26 of the Unfair Contract Terms Act 1977.

9.2 If at any time it is alleged that the Goods or Services infringe the rights of any third party in the UK or if in the Seller's reasonable opinion such an allegation is likely to be made, the Seller may at its option and its own cost:

9.2.1 modify or replace the Goods or re-perform the Services in order to avoid the infringement; or

9.2.2 procure for the Buyer the right to continue using the Goods or benefit from Services; or

9.2.3 repurchase the Goods at the price paid by the Buyer less depreciation at the rate the Seller applies to its own equipment.

9.3 If any claim is made or action brought or threatened which alleges infringement of the rights of any third party:

9.3.1 the Buyer shall notify the Seller as soon as it becomes aware of any such claim;

9.3.2 the Seller shall have control over and, at its own cost, shall conduct any such proceedings in such manner as it shall determine; and

9.3.3 the Buyer shall provide all reasonable assistance as the Seller may request.

9.4 The Buyer shall indemnify the Seller against all loss, liability and cost which the Seller incurs in carrying out any work required to be done on or to the Goods or in relation to the Services in compliance with the Buyer's requirements or specifications which give rise to any infringement or alleged infringement of the rights of any third party.

9.5 If the Seller or its employees or agents design the Goods or perform the Services pursuant to a commission from the Buyer (whether to fulfil a Contract or otherwise), any intellectual property rights created in relation to such Goods or Services shall vest in the Seller and the Buyer shall do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this Condition 8.5.

10. **TERMINATION**

10.1 The Seller may terminate or suspend the Contract by notice in writing without liability to itself, but without prejudice to any liability on the Buyer's part accruing before such termination or suspension and treat the Buyer in breach of contract, in the following circumstances:

10.1.1 the Buyer being in breach of any obligation under a Contract or these Conditions;

10.1.2 a meeting being convened, a petition presented, an order made, an effective resolution passed, or notice given for the Buyer's winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or

10.1.3 an application being made, or resolved to be made by any meeting of the Buyer's directors or members, for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator being appointed; or

10.1.4 an insolvency receiver, possession, or a receiver or manager or administrative receiver being appointed, of the whole or any part of the Buyer's assets; or

10.1.5 the Buyer ceasing or suspending payment of any of its debts or being unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or

10.1.6 a proposal being made for a composition in satisfaction of the Buyer's debts or a scheme or arrangement of its affairs including a voluntary arrangement within the meaning of part I of the Insolvency Act 1986.

10.2 On termination of a Contract pursuant to Condition 2.3 or 9.1, any indebtedness of the Buyer to the Seller shall become immediately due and payable and the Seller is relieved of any further obligation to supply Goods or perform Services to the Buyer pursuant to that Contract.

11. **CONFIDENTIALITY AND SPECIFICATIONS**

11.1 The Buyer shall treat all product, customer or business information, drawings, designs and specifications submitted to it by the Seller as confidential and shall not disclose it to any third party without the Seller's prior written consent or use it for any purpose except where authorised to do so by the Seller.

11.2 Condition 10.1 does not apply to information which:

11.2.1 is as the date of disclosure or becomes at any time after that date publicly known other than by the Buyer's breach of this Condition;

11.2.2 can be shown by the Buyer to the Seller's satisfaction to have been known by the Buyer before disclosure by the Seller to the Buyer;

11.2.3 is or becomes available to the Buyer otherwise than from the Seller and free of any restrictions as to its use or disclosure;

11.2.4 is required to be disclosed by law.

11.3 All drawings, designs, specifications and other particulars of dimensions or weight submitted by the Seller are approximate only and the Seller accepts no liability for any deviation from them, nor for any errors, omissions or other defects in any such materials not prepared by the Seller.

12. **ASSIGNMENT**

12.1 The Buyer may not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, a Contract without the prior written consent of the Seller.

12.2 The Seller is entitled at any time to assign or deal with the benefit of any Contract, or sub-contract any work relating to any Contract.

13. **NOTICES**

Any notice given by one party to the other in connection with a Contract must be in writing and may be delivered personally or by pre-paid first class post and in the case of post will be deemed to have been given two (2) Working Days after the date of posting. Notices shall be delivered or sent to the last known addresses of the parties or to any other address notified inwriting by one party to the other for the purpose of receiving notices in connection with a Contract. Each party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which case a notice shall not be validly given unless so addressed.

14. **SEVERANCE**

14.1 If any of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Conditions which shall remain in full force and effect.

14.2 If any of these Conditions is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

15. **THIRD PARTIES**

A person who is not party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Contract. This condition does not effect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

16. **WAIVER**

The rights and remedies provided by any Contract may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by the Seller shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of a Contract or of a default under a Contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of such Contract.

17. **VARIATION**

No variation or alteration of any of the provisions of a Contractor these Conditions shall be effective unless it is in writing and signed by or on behalf of each party.

18. **GOVERNING LAW AND JURISDICTION**

18.1 A Contract and any matter from or in connection with it shall be governed by and construed in accordance with English law.

18.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with these Conditions.