TERMS AND CONDITIONS OF PURCHASE

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DOCUMENT PURPOSE AND APPLICATION

Document: LEG-TCP-2026-V1 Terms and Conditions of Purchase

Purpose: These Conditions protect and define the contractual position of Stainless UK Ltd when Stainless UK Ltd purchases goods, materials, products, equipment, services, works or deliverables.

External audience: These Conditions are intended for suppliers, contractors, hauliers, maintenance providers, installers, waste contractors, consultants, testing providers and other organisations supplying goods or services to Stainless UK Ltd.

Main principle: The external party is the Supplier. Stainless UK Ltd is the Buyer.

These Conditions apply to Purchase Orders issued by Stainless UK Ltd for Goods and Services, including any relevant delivery, installation, maintenance, transport, testing, waste, consultancy or other contracted activities.

These Conditions do not apply where Stainless UK Ltd sells goods or services to a customer. In those circumstances, Stainless UK Ltd acts as the Seller and the separate Stainless UK Ltd Terms and Conditions of Sale apply.

This introductory statement is provided solely to clarify the purpose and application of this document. It does not replace, restrict or override the Important Notice to Suppliers, Clause 1, the contract-formation provisions, the Purchase Order or any other contractual provision contained within these Conditions.

Important Notice to Suppliers

These Conditions apply to all Purchase Orders issued by Stainless UK Ltd for Goods, materials, products, equipment, Services, works and deliverables, including supply by manufacturers, stockholders, fabricators, contractors, subcontractors, consultants, transport providers, maintenance providers, installers, waste contractors, testing providers, inspection providers and other service providers, to the extent applicable to the relevant supply.

These Conditions of Purchase apply only where Stainless UK Ltd acts as Buyer. Supplier terms are rejected unless expressly accepted in Writing by an authorised representative of Stainless UK Ltd. The Supplier is responsible for complying with the Purchase Order, Specification and all applicable delivery, certification, traceability, product-safety, customs, origin and documentation requirements. No substitution or change to an approved source, material, subcontractor, process or certification basis is permitted without prior written approval. Delivery, inspection, payment, use or onward processing does not constitute final acceptance or waive any right or remedy of the Buyer, including where a latent defect, incorrect certification, broken traceability, customs error or product-safety risk is discovered after delivery. Stainless UK Ltd may reject non-conforming supply, require remedy, withhold disputed payment, set off sums, recover reasonable costs, suspend supply or terminate in accordance with these Conditions.

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Revision status: Initial external issue. Approved for issue by Tim Wells, Managing Director, and authorised for publication on the Stainless UK Ltd website. This issued document is frozen. No amendment may be made unless it is formally reviewed, approved and issued through document control. Any printed or downloaded copy is uncontrolled unless verified against the current approved version published by Stainless UK Ltd.

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PART A - SUPPLIER-FACING CONDITIONS OF PURCHASE

1. Definitions

Applicable Law means all statutes, regulations, legally binding rules, sanctions, export controls, customs rules, tax requirements, data-protection law, product-safety law, health and safety law, environmental law and other legal obligations applicable to the Supplier, Goods, Services, supply chain, Documentation or Contract. Buyer means Stainless UK Ltd. Business Day means a day other than a Saturday, Sunday or public holiday in England. Conditions means these Terms and Conditions of Purchase. Confidential Information means all non-public commercial, technical, operational, financial, customer, supplier, pricing, manufacturing, quality, certification, traceability, security and other information disclosed or made available in connection with the Contract, whether disclosed in writing, electronically, visually, orally or through access to premises, equipment or systems. Contract means the Purchase Order accepted by the Supplier together with these Conditions, the Specification and any authorised written variation. Corrective Action means documented containment, root-cause analysis, correction and action appropriate to prevent recurrence of a non-conformity. Delivery Date means the date or delivery period stated in the Purchase Order. Delivery Point means the place stated in the Purchase Order. Documentation includes certificates, test records, conformity records, delivery records, customs records, origin records, technical files, inspection reports and other records required by the Purchase Order. Goods means all goods, products, materials, components, stock, tooling, plant, machinery, equipment, software, waste containers, packaging and other physical or digital deliverables supplied, manufactured, fabricated, processed, repaired, maintained, installed, transported or otherwise provided to the Buyer. Import Documentation means all customs, origin, valuation, classification, licensing, transport, tax, sanctions, conformity and supporting records required for lawful import, export, carriage or customs clearance of the Goods. Price means the price stated in the Purchase Order, subject only to an authorised written variation. Purchase Order means the Buyer’s written order identifying the Goods or Services and applicable commercial and technical requirements. Quality Requirements means quality, inspection, testing, certification, traceability and record requirements identified in the Purchase Order or expressly incorporated documents. Services means all works, labour, processing, fabrication, machining, welding, inspection, testing, certification, calibration, installation, commissioning, maintenance, repair, transport, haulage, loading, unloading, waste collection, recycling, disposal, consultancy, design, software, technology, site services, advice and other services supplied to or performed for the Buyer. Specification means the specification, drawing, scope, standard or technical requirement expressly incorporated into the Purchase Order. Supplier means any person or organisation accepting, performing or supplying under a Purchase Order, including a vendor, manufacturer, stockholder, fabricator, contractor, service provider, consultant, maintainer, repairer, carrier, haulier, waste carrier, recycler, installer, inspector, testing organisation, certification body, calibration provider, software or technology supplier, and includes its personnel, agents, permitted subcontractors and any person engaged by it in performance of the Contract. Supplier Personnel means the Supplier’s employees, officers, agents, drivers, carriers, contractors, subcontractors, consultants and any other persons engaged by or on behalf of the Supplier in connection with the Contract. Writing includes email unless a clause requires signed approval.

These Conditions apply to all Goods and Services purchased, procured or otherwise obtained by the Buyer and to every Supplier performing any part of the Contract, whether on or off the Buyer's premises. Where a Contract includes both Goods and Services, these Conditions apply to both elements unless expressly stated otherwise. Obligations concerning health and safety, environmental compliance, contractor management, certification, insurance, site access, induction, permits to work, personal protective equipment, asbestos, working at height, roof access, access equipment, traffic management, loading, unloading, lifting, waste management, traceability, quality and legal compliance apply to the extent relevant to the Goods, Services, activities and risks involved. References to Goods, Services, Supplier Personnel or subcontractors shall be interpreted accordingly, and no Supplier may avoid an applicable obligation merely because its principal engagement is described as a supply of Goods rather than Services, or vice versa.

2. Contract Formation and Rejection of Supplier Terms

A Purchase Order issued by the Buyer is an offer to purchase on these Conditions. The Supplier accepts the Contract by written acknowledgement, commencing performance, dispatching Goods, delivering Goods, supplying Services, submitting an invoice or other unequivocal conduct referable to the Purchase Order. Supplier quotations, acknowledgements and technical submissions may provide factual or commercial information, but they do not introduce Supplier terms. Supplier terms printed on or referred to in quotations, acknowledgements, invoices, delivery notes, portals, websites, emails or other documents are rejected unless expressly accepted in a written variation that identifies the affected Purchase Order or Contract term and is authorised by a director of the Buyer or another representative expressly authorised in Writing for that purpose. Silence, payment, use of a Supplier portal, receipt of Goods, inspection or continued dealings do not amount to acceptance of Supplier terms or waiver of the Buyer's rights.

3. Order of Precedence

If there is any conflict, the order of precedence is: authorised written variation; Purchase Order; expressly incorporated Specification; approved drawings and Quality Requirements; these Conditions; Supplier documents only for factual details expressly accepted by the Buyer and without incorporating Supplier legal terms. The Supplier must report any conflict, discrepancy, omission, impracticality, safety issue or uncertainty before accepting the order, commencing work or dispatching Goods.

4. Supplier General Obligations

The Supplier shall provide Goods and Services in accordance with the Purchase Order, Specification, Quality Requirements, Applicable Law and all expressly identified standards. Goods must be of satisfactory quality, correspond with description, be fit for any purpose made known to the Supplier where the Buyer reasonably relies on the Supplier, be free from defects, safe, lawful, correctly identified, correctly sourced, correctly packed, traceable and supported by required Documentation. Services must be performed with reasonable care, skill, competence and diligence by suitably qualified and trained Supplier Personnel. The Supplier remains responsible for hidden substitutions, inaccurate documentation, broken traceability, defective work and supply-chain failures within its control.

5. Specification, Fitness for Purpose and Supplier Expertise

Where the Buyer specifies all material and manufacturing details, the Supplier must comply strictly with those requirements. Where the Buyer informs the Supplier of an intended purpose, requirement, operating condition or customer need and reasonably relies on the Supplier's skill, judgement, design, recommendation, calculation or technical statement, the Supplier is responsible for the accuracy and suitability of that advice. The Supplier must not proceed where it is aware, or ought reasonably to be aware, of an error, inconsistency, incompatibility, impracticality or safety concern in the Purchase Order or Specification without notifying the Buyer and obtaining instructions.

6. Changes, Substitutions and Source Control

The Supplier must not change material grade, material manufacturer, originating mill, approved manufacturer, approved material source, country of origin, manufacturing source, production source, production location, subcontractor, process route, heat treatment, welding procedure, inspection method, certification basis, product design, dimensions, finish, packaging, delivery method or any other material Purchase Order requirement without prior written approval. Where a Purchase Order identifies an approved manufacturer, mill, production source, material source, route of manufacture or certification basis, the Supplier shall not substitute or change that source without the Buyer's prior written approval. A change requiring approval includes any change that may affect quality, certification, traceability, conformity, customs treatment, customer approval, product safety, origin or fitness for purpose. The Supplier must promptly notify the Buyer of any change in Applicable Law, designated standard, conformity-assessment requirement, customs measure, sanctions control, certification scheme or regulatory interpretation that may affect the Goods, Services, Documentation, delivery, legality, certification, traceability, marking or continued performance of the Contract. The Supplier must not implement a resulting product, source, process, marking or certification change without the Buyer's prior written approval where approval is required under these Conditions. Approval of one change does not approve any future change.

7. Subcontracting and Supply-Chain Flow-Down

The Supplier may not subcontract material obligations without prior written approval where subcontracting may affect quality, legality, certification, traceability, delivery, customs, origin, confidentiality, product safety or customer approval. The Supplier must disclose critical suppliers and manufacturing locations where requested. The Supplier must flow down applicable Purchase Order obligations, Quality Requirements, certification, traceability, anti-counterfeit, ethical, sanctions, confidentiality, audit and record-retention obligations. Where the Buyer notifies the Supplier that a Purchase Order is subject to customer, certification-body, infrastructure, CARES, EN 1090, UKCA, CE, rail, highway, nuclear or similar flow-down requirements, the Supplier shall comply with those requirements to the extent identified in the Purchase Order. Subcontracting does not reduce the Supplier's responsibility.

8. Delivery, Time and Delay

Delivery must be made on the Delivery Date, at the Delivery Point, in the correct quantity and with all required Documentation. Time is of the essence only where expressly stated in the Purchase Order or where the Purchase Order clearly identifies the supply as shutdown-critical, expedited, certification-critical or otherwise time-critical. The Supplier must immediately notify any actual or anticipated delay and provide an acceleration or recovery plan. The Buyer may require partial delivery, reject unauthorised early or late delivery, obtain substitute supply, cancel the affected Purchase Order and recover reasonable additional costs and losses caused by breach, subject to Applicable Law and reasonable mitigation.

9. Delivery, Risk, Title and Incoterms

Unless the Purchase Order expressly states otherwise, delivery occurs when the Goods have arrived at the Delivery Point, have been made available for safe unloading in accordance with the Contract and the applicable delivery Documentation has been provided. Risk shall remain with the Supplier until completion of unloading where unloading is the Supplier's responsibility, or until the Goods are made safely available for unloading where unloading is expressly the Buyer's responsibility. Any agreed Incoterm shall apply only where the Purchase Order expressly identifies the applicable Incoterms rule, named place and edition, and shall take precedence over these Conditions only to the extent of any direct inconsistency concerning delivery, risk, loading, unloading, carriage, cargo insurance or customs responsibility. Title passes to the Buyer on the earlier of payment and delivery. Where the Buyer makes payment for Goods, materials, stock, tooling or other items before delivery, title passes only when the relevant items are expressly authorised under the Purchase Order, paid for, clearly identified as the Buyer's property, segregated so far as reasonably practicable and not subject to any lien or third-party right; risk remains with the Supplier until delivery unless expressly agreed otherwise. The Purchase Order shall identify responsibility for loading, unloading, packing, carriage, cargo insurance, export clearance, import clearance, duties, taxes, transit loss or damage and delivery evidence.

10. Quantity, Weight, Length and Dimensional Verification

The Supplier must ensure that quantities, weights, lengths, nominal sizes, dimensions, bundle quantities, delivery documentation, weight certificates and supporting certification correspond with the Purchase Order and the Goods supplied. Bar lengths, bundle quantities, pack quantities, batch quantities, nominal sizes, product descriptions, certified weights and delivery-note references must be accurate, verifiable and directly matched to the relevant Goods. The Supplier remains responsible for shortages, overages, incorrect lengths, incorrect bundle quantities, dimensional discrepancies, inaccurate stated weights, incorrect nominal sizes and any mismatch between supplied material, delivery documentation, weight certificates, certificates of conformity, mill certificates or other supporting Documentation.

Where quantities, lengths, bundle quantities, dimensions, nominal sizes, weights or supporting Documentation cannot be verified, do not match the Purchase Order, do not match delivery documentation, do not match certification, or are otherwise inconsistent with the Goods supplied, the Buyer may reject the Goods, quarantine the Goods, withhold acceptance, require corrected Documentation, require replacement Goods, require corrective action, raise a supplier non-conformance, recover reasonable costs caused by breach and withhold disputed payment without withholding undisputed sums unnecessarily.

11. Handling, Offloading and Acceptance Capacity

The Supplier shall ensure that all Goods are packaged, loaded, secured, transported and delivered in a manner that permits safe receipt, unloading, handling, lifting, storage, inspection and processing at the Delivery Point using equipment reasonably expected to be available there. Loads must be stable, secure, suitable for transport and compliant with the Purchase Order, the Buyer's notified site requirements and Applicable Law relating to transport, lifting and health and safety. Any lifting points, lifting lugs, lifting eyes, lifting arrangements or lifting accessories supplied with or incorporated into the Goods must be suitable for their intended use, correctly rated, maintained, undamaged, inspected and certified where required. Bundles, pallets, containers and packages must provide suitable and safe access for forklift tines, chains, slings or other reasonably foreseeable lifting equipment where applicable. Packaging, banding, wrapping, stacking and load-securing methods must not create an avoidable risk during transport, unloading, inspection or handling.

The Supplier shall not dispatch or deliver any unstable or inadequately secured load; overloaded or unsuitable vehicle; load secured, packaged, banded or stacked in an unsafe manner; load that cannot be safely unloaded using the agreed or reasonably foreseeable arrangements; load requiring specialist lifting equipment, additional labour or non-standard facilities not disclosed to and agreed by the Buyer in Writing before dispatch; damaged, uncertified or unsuitable lifting accessories; or Goods presenting an immediate risk to persons, property or the environment. Before dispatch, the Supplier must disclose the weight, dimensions, centre of gravity, lifting method and any abnormal, specialist or hazardous unloading requirement where such information is material to safe receipt or handling.

Where a load, vehicle, packaging, lifting arrangement, securing arrangement, delivery method or proposed unloading operation is unsafe, unsuitable, undisclosed or otherwise non-compliant, the Buyer may refuse site access, refuse unloading or acceptance, reject or quarantine the Goods, require immediate corrective action, require rearranged delivery, require the Supplier to collect, split, repack, re-band, relabel, re-secure, re-document or replace the Goods, or arrange reasonable protective action where urgently necessary. The Supplier shall remain responsible for reasonable delay, waiting time, storage, handling, inspection, redelivery, collection, additional labour, specialist equipment, third-party and other costs, losses or disruption to the extent caused by the Supplier's breach, subject to Applicable Law and the Buyer taking reasonable steps to mitigate recoverable loss. Acceptance or unloading of one non-compliant delivery does not waive the Buyer's rights in relation to that delivery or any other delivery.

Supplier Delivery, Carrier and Unloading Coordination. The Supplier shall ensure that any carrier, haulier or delivery contractor used for the Goods is given accurate delivery instructions and is capable of delivering in accordance with the Purchase Order, the Buyer's notified site requirements and any stated offloading, vehicle access, handling, weight, length, size, documentation or delivery-unit restrictions. The Supplier must not assume that the Buyer will provide abnormal unloading services, specialist lifting equipment, additional labour, special access arrangements, out-of-hours unloading, load-splitting, re-banding, re-packaging or other non-standard delivery support unless expressly agreed in Writing before dispatch. Failed delivery, waiting time, unsafe offloading, unsuitable vehicle selection, unapproved abnormal delivery arrangements or carrier non-compliance caused by the Supplier, carrier or haulier may result in rejection, refused offloading, quarantine, rearranged delivery, collection, corrective action, recovery of reasonable costs and withholding of disputed payment.

12. Packaging, Labelling and Preservation

The Supplier must package, label, protect and preserve Goods suitably for stainless steel materials, contamination prevention, corrosion prevention, overseas transport, sea freight, prolonged storage, lifting, handling, sharp or heavy fabricated goods, controlled materials and traceability requirements. Where traceability is required, supplied materials must be clearly identified with manufacturer, supplier name where different, grade, size, cast or heat number, batch number, bundle number where applicable, Purchase Order reference where practical and certification reference where practical. Labelling and identification must remain legible and securely associated with the relevant Goods until receipt and inspection by the Buyer. The Buyer may reject, quarantine, withhold acceptance or withhold disputed payment for deliveries where labels, tags, marks or identification are missing, illegible, damaged, detached, inconsistent with supporting certification or insufficient to verify the supplied material. Costs caused by unsuitable or non-compliant packaging, labelling or identification may be recovered from the Supplier.

13. Imports, Exports, Customs and Origin

For overseas or cross-border supply, the Supplier must provide accurate and timely commercial invoices, packing lists, commodity or tariff codes where agreed or known, detailed product descriptions, country of origin, manufacturer identity, supplier identity, preferential-origin evidence, statements on origin, customs values, agreed currency, net and gross weights, quantities, dimensions, the agreed Incoterm and named place, export licences, import-supporting licences, sanctions and end-use information, transport documentation, conformity documentation and any other Import Documentation required by the Buyer or a relevant authority. The Supplier shall promptly notify the Buyer upon becoming aware of any actual or reasonably anticipated tariff, customs duty, quota, tariff-rate quota, safeguard measure, anti-dumping duty, countervailing duty, sanction, embargo, export restriction, import restriction, licensing requirement, origin-rule change, customs classification issue, border measure or other international trade measure that may materially affect price, availability, legality, customs clearance, delivery, source, origin or continuity of supply. The notice must identify the affected Goods and Purchase Order, the nature and expected commencement of the measure, the Supplier's reasonable estimate of its operational and financial effect, supporting evidence and proposed mitigation or alternative lawful supply arrangements. The Supplier shall take reasonable steps to mitigate adverse effects, preserve available customs reliefs and preferences, avoid unnecessary charges and cooperate with the Buyer concerning classification, origin, valuation, licensing, alternative sourcing and customs enquiries. The Supplier is responsible for losses caused by inaccurate, misleading, fraudulent, incomplete or late information, including customs holds, inspections, demurrage, storage, port charges, detention, seizure, re-export, rejection, denied preference, duty reassessments and post-entry customs enquiries. The Supplier must cooperate with audits and retrospective customs queries. The Buyer is not the importer of record unless the Purchase Order expressly identifies it as importer of record and allocates the associated clearance, duty, tax and compliance responsibilities.

14. Sanctions, Export Controls and Restricted Sourcing

The Supplier must ensure that the Goods, materials, manufacturers, funds, transport routes and all parties involved in performance comply with Applicable Law relating to sanctions, export controls, restricted sourcing and end-use controls. The Supplier must maintain proportionate screening and due-diligence records and provide reasonable evidence on request. The Supplier must immediately notify the Buyer if a restricted person is involved, origin changes, a transport route becomes restricted, an export licence is required, end-use restrictions apply or performance may breach Applicable Law. The Buyer may suspend, reject or terminate affected supply where continued performance presents a material legal, sanctions or export-control risk.

15. Certification, Traceability, CARES, UKCA, CE and Approved Source Controls

The Supplier must ensure that all certification documents, EN 10204 certificates, declarations, Letters of Conformity, UKCA records, CE records, CARES records, inspection reports, test reports, mill certificates, traceability records, QR codes, digital references, marks, labels, logos and other quality or conformity records supplied or associated with the Goods are accurate, complete, authentic, current, legible and applicable to the Goods supplied. Copies and reproductions must remain true, complete and legible copies of records issued by the authorised originator. The Supplier shall not knowingly alter, falsify, manipulate, redact, amend, recreate, substitute, misrepresent or permit unauthorised use of any such document, record, mark, logo, label, QR code or digital reference. Any revised, corrected or reissued certification must be issued or authorised by the original issuer or another appropriately authorised body; clearly identify its revision or reissue status; state the nature and date of any material amendment where appropriate; remain traceable to the original document and affected Goods; and not obscure its origin, status or approval. Where the Buyer reasonably questions authenticity, accuracy, validity or applicability, the Supplier shall promptly provide verification directly from, or demonstrably authorised by, the relevant manufacturer, mill, certification body, testing body or other authorised issuer. The Supplier shall immediately notify the Buyer upon becoming aware that any supplied certification or traceability information is inaccurate, incomplete, invalid, misleading, altered, withdrawn, superseded or no longer applicable. The Buyer may suspend acceptance, use, payment or release of affected Goods and may quarantine, reject or require independent verification, corrected documents or replacement Goods until documentation integrity and applicability are satisfactorily established. Deliberate falsification, fraudulent amendment, unauthorised QR-code or logo use, or material misrepresentation of certification, traceability or conformity documentation constitutes a material and irremediable breach. The Buyer’s rights under this paragraph are in addition to its rights concerning non-conformity, counterfeit or suspect material, product safety, suspension, termination and indemnity.

Where Goods comprise reinforcing steel, stainless reinforcing bar, reinforcement products, reinforcement accessories, fabricated reinforcement, cut and bent reinforcement, structural steel products or other construction products subject to certification, conformity-assessment or traceability requirements, the Supplier shall maintain all approvals, certifications, registrations, licences and authorisations required by Applicable Law, the Purchase Order, the Specification, the applicable certification scheme and any expressly identified customer requirement. Requirements relating to CARES, BS 6744, BS 4449, BS 8666, EN 1090, UKCA marking, CE marking, declarations of performance or conformity and Factory Production Control apply only where the supplied Goods fall within the relevant legal, contractual or certification regime. The Supplier shall maintain full and verifiable traceability from the relevant manufacturer, mill, cast, heat, batch, production source and manufacturing location through processing, fabrication, storage and delivery; provide all required certificates, declarations, inspection and test records, mill certificates, EN 10204 documentation and traceability evidence; verify that each document covers the supplied product, process, grade, quantity and manufacturing location; and ensure that certification and traceability records correspond accurately with the markings, labels, cast numbers, heat numbers, batch references, quantities and Goods delivered. The Supplier shall immediately notify the Buyer of any certification suspension, withdrawal, expiry, restriction or investigation; loss or change of approval status; product withdrawal, recall or safety concern; source-material, steel-mill, manufacturing-source, manufacturing-location, manufacturing-route, certification-route, conformity-route, product-grade, applicable-standard or approved-subcontractor change; traceability failure; documentation-integrity concern; or significant quality incident affecting the Goods. No affected Goods may be dispatched, and no source, mill, manufacturing location, manufacturing route, approval route, certification route, conformity route, product grade or applicable standard may be substituted or changed, without the Buyer's prior written approval. Certification, inspection and traceability records shall be retained in accordance with Clause 38. Where verification is reasonably required, the Supplier shall promptly provide relevant supporting records and permit proportionate access to those records by the Buyer and, where legally or contractually entitled, its customer, auditor, insurer, certification body or regulator, subject to protection of unrelated confidential information. The Supplier shall cooperate fully and without undue delay with any investigation, quarantine, withdrawal, recall, corrective action, regulatory enquiry or certification review concerning the Goods. The Supplier shall indemnify the Buyer against losses, liabilities, damages, costs and expenses to the extent directly caused by false, inaccurate, misleading, altered, falsified, invalid, incomplete, inapplicable or non-compliant certification or traceability information supplied by or on behalf of the Supplier, subject to Applicable Law, the Buyer taking reasonable steps to mitigate recoverable loss and no double recovery.

Material Identification, Bundle Traceability and Documentation Correlation. Where certification, traceability, CARES approval, Factory Production Control, UKCA support, CE support, EN 10204 certification, customer traceability requirements or equivalent controls apply, the Supplier shall ensure that each bundle, pack, coil, pallet, bar bundle, delivery unit or other traceability-controlled item is clearly, durably and securely marked. Minimum identification shall include, where applicable, manufacturer, mill, Supplier where different, product description, material grade, diameter or size, length, quantity, weight, batch number, cast number, heat number, bundle number, traceability reference, CARES reference where applicable, certification reference where applicable and Purchase Order reference where practical. Bundle labels, cast references, heat references and certification references must remain attached, legible and directly traceable throughout transport, delivery and goods-in inspection. Identification must remain legible and securely attached until receipt and inspection by the Buyer.

Bundle Handling, Lifting and Identification Access. Goods must be supplied in a manner permitting safe unloading, inspection and traceability verification. Bundles shall be supplied with suitable lifting gaps where reasonably practicable to allow safe unloading, visual identification, segregation and inspection. Where lifting gaps are not provided, the Supplier must ensure that the supplied material can be safely unloaded and inspected using suitable lifting methods, lifting straps, chains, lifting accessories, banding, packaging and handling arrangements appropriate to the bundle weight, intended lifting method, transport conditions and unloading arrangements. Where lifting straps or lifting accessories are supplied as part of the delivery, they must be suitable for the bundle weight, undamaged, correctly rated, maintained, inspected and certified where required by Applicable Law or for the intended lifting operation. The Supplier remains responsible for ensuring that bundles are packaged and presented in a manner that permits safe unloading, inspection and traceability verification.

Certification Correlation and Goods-In Rights. Delivery notes, test certificates, mill certificates, EN 10204 certificates and documentation, CARES documentation, UKCA records, CE records and traceability records must correlate directly with the supplied material, product, bundle, quantity, weight, length, grade, cast number, heat number, batch number, size, manufacturing source and delivery. The Buyer must be able to trace from material to bundle, cast or heat, certificate, delivery note, Purchase Order, goods-in record and customer order where applicable, and back again. The Buyer may reject, quarantine, suspend acceptance of, require replacement documentation for, require replacement material for, or withhold disputed payment for any Goods where traceability, identification, lifting arrangements, certification, quantity, weight, length, grade, cast references, heat references, batch references, bundle references or supporting documentation are missing, incomplete, illegible, inconsistent, non-compliant or incapable of verification.

16. Counterfeit, Fraudulent and Suspect Material

The Supplier must source from authorised or demonstrably controlled channels, retain authenticity and traceability evidence, prevent substituted or misrepresented material, quarantine suspect material, notify the Buyer immediately, preserve evidence, cooperate with investigations, identify affected batches and downstream supply, provide Corrective Action and bear reasonable costs attributable to its breach. Fraudulent certificates, knowingly false origin statements, false UKCA or CE statements, false CARES records, incorrect mill certificates, unsupported conformity documentation, altered test certificates and false conformity statements are serious breaches. The Buyer may reject, quarantine, segregate or suspend use of Goods, withhold disputed payment and require corrected documentation, replacement Goods, independent verification, supplier requalification or further investigation where material, certification, traceability or conformity integrity is in doubt.

17. Inspection, Testing, Audit and Access

The Buyer may inspect Goods and Services, witness tests, review relevant quality records, review traceability, inspect manufacturing or storage premises where justified, inspect approved subcontractors where necessary and conduct increased surveillance following quality, certification or traceability concerns. Inspection, witnessed testing, approval, payment or failure to inspect does not relieve the Supplier from responsibility. Access must be proportionate and must protect the Supplier's unrelated confidential information. Customers, certification bodies, regulators and authorised representatives may exercise access rights where contractually or legally required.

18. Acceptance and Latent Defects

Delivery, payment, initial inspection, use or onward processing does not automatically constitute final acceptance. The Buyer may raise visible defects within a reasonable period after inspection and may raise latent defects, certification failures, traceability failures, safety defects, deliberately concealed defects or documentation errors when discovered. Acceptance does not release the Supplier from warranties, statutory obligations, contractual remedies or responsibility for non-conforming Goods or Services.

19. Non-Conformity, Rejection and Remedies

Where Goods or Services are defective, late, unsafe, non-compliant, incorrectly documented or otherwise in breach, the Buyer may reject, require containment, require segregation, require repair, require replacement, require re-performance, require corrected documents, require expedited replacement supply, obtain a refund or credit, procure substitutes, recover reasonable additional procurement costs, recover inspection, sorting and rework costs and require root-cause analysis with effective Corrective Action. The Buyer must not recover the same loss twice and must act reasonably to mitigate evidenced losses.

20. Product Safety, Recall and Regulatory Cooperation

The Supplier must immediately notify the Buyer of safety risks, actual or suspected non-compliance, certification problems, conformity issues or regulatory concerns. The Supplier must preserve evidence, provide traceability and batch identification, support stop-supply and quarantine, cooperate with the Buyer, regulators, certification bodies and affected customers, implement Corrective Action and support recall, withdrawal, repair or replacement. The Supplier must not make regulatory admissions or public announcements concerning Stainless UK Ltd without consultation unless legally required or urgently necessary for safety. Costs are allocated according to responsibility and breach.

21. Warranties

The Supplier warrants that it has title and authority to sell, Goods are free from encumbrances, of satisfactory quality, conform with the Purchase Order and Specification, are fit for any disclosed purpose where appropriate, are safe, lawful, non-counterfeit, properly certified and traceable, and do not infringe third-party rights. Services must be performed competently and in compliance with Applicable Law. Customs, origin, certification and conformity information must be accurate. Any specific warranty period shall be stated in the Purchase Order. The absence of a stated warranty period does not limit or remove any statutory or contractual right or remedy of the Buyer, including rights concerning latent defects, certification, traceability, product safety, withdrawal or recall. Certification and traceability obligations shall continue for the period required by Clause 38 or any longer period required by Applicable Law, the Purchase Order or an applicable certification scheme. Repaired or replacement Goods are warranted for the longer of the unexpired period applicable to the original Goods, any replacement period stated in the Purchase Order and any longer period required by Applicable Law, an applicable certification scheme or express agreement.

22. Price, Invoices, Payment and Tax

Prices are fixed unless expressly varied in Writing. No additional charge, surcharge, material-price increase, fuel surcharge, energy surcharge, transport surcharge, exchange-rate adjustment, tariff-related increase, customs-duty increase, anti-dumping duty, countervailing duty, safeguard charge, quota cost, currency change, packaging cost, customs cost, clearance cost, storage cost or other price adjustment is payable unless expressly agreed in Writing by the Buyer before implementation. A tariff, duty or trade measure does not of itself entitle the Supplier to increase the Price, suspend performance, alter the Goods, substitute a source or terminate the Contract. Where the Supplier seeks an adjustment because of a new or changed trade measure arising after the Purchase Order, it must give prompt notice, provide reasonable documentary evidence of the direct and unavoidable net effect, disclose available mitigation, relief, preference, drawback, rebate, alternative sourcing or cost avoidance, and credit any offsetting benefit. Any adjustment is effective only if expressly agreed in Writing by the Buyer and shall be limited to the evidenced net effect and applicable period. The Supplier must not impose unilateral price increases after Purchase Order issue. All Supplier quotations must identify any material quote-expiry date, supplier quote-expiry date, validity period, pricing assumption or market condition relevant to the quoted Price. Invoices must state the Purchase Order number, Supplier details, invoice number and date, delivery or service details, quantity, price, currency, VAT or tax data, customs information where applicable, delivery reference and supporting documents. Unless the Purchase Order expressly states otherwise, payment shall be due within 30 days following the later of: (a) receipt of a valid and undisputed invoice; (b) delivery and acceptance of the conforming Goods or completion of the conforming Services; and (c) receipt of all Documentation required under the Contract. The Buyer may withhold disputed amounts without unnecessarily withholding undisputed amounts and may set off sums owed by the Supplier. Payment does not constitute acceptance of the Goods or Services and does not waive any right or remedy of the Buyer, including any right concerning latent defects, rejection, non-conformity, certification, traceability or missing or inaccurate Documentation.

The Supplier shall not purchase, allocate, reserve or commit material, stock, manufacturing capacity, subcontract services, freight, tooling or specialist resources specifically for the Buyer beyond requirements expressly stated in the Purchase Order unless the additional commitment is authorised in Writing by the Buyer. Where the Purchase Order requires or the Buyer separately authorises a specific commitment, the Supplier shall maintain records identifying its nature, quantity, value, commitment date, relevant Purchase Order, cancellability, returnability, reusability or transferability, and any applicable cancellation, restocking or disposal charge. The Supplier shall notify the Buyer before placing any material irreversible commitment or reserving specialist capacity and shall promptly notify the Buyer of expiring supplier quotations or pricing commitments, Buyer-specific stock allocation, minimum-order or batch requirements and any material availability or continuity risk. Forecasts, enquiries, anticipated demand, historic purchasing volumes and informal communications do not authorise commitment of material, stock or capacity unless expressly confirmed in Writing by the Buyer. The Supplier may recover a cancellation, commitment, stock, capacity, subcontract, freight, tooling or disposal cost only to the extent that the commitment was expressly required by the Purchase Order or separately authorised in Writing; the cost is reasonably evidenced and properly incurred; the Supplier has taken reasonable steps to cancel, reduce, reuse, return, reallocate, resell or otherwise mitigate it; credit is given for every recovery, reuse, return, resale, supplier credit and avoided cost; and the cost does not arise from the Supplier’s breach, delay, quality failure, non-conformity or failure to comply with the Contract. The Buyer is not obliged to accept, purchase or pay for unauthorised excess stock, material, capacity or other commitments.

23. Intellectual Property

Pre-existing intellectual property remains owned by its owner. Buyer drawings, specifications, data, tooling, jigs, fixtures, gauges, bespoke reports, calculations, drawings, developments and deliverables paid for or created specifically for the Buyer belong to the Buyer unless otherwise agreed. Supplier background intellectual property remains the Supplier’s, but the Buyer receives a licence necessary to use, maintain, repair, modify, resell and support the Goods or Services. The Supplier warrants that Goods and Services do not infringe third-party rights and must provide proportionate remedies and indemnity for infringement caused by the Supplier.

24. Buyer Property and Tooling

Material, tooling, drawings, equipment and other property supplied or paid for by the Buyer remain the Buyer’s property unless otherwise agreed. The Supplier must identify, segregate, secure, store, maintain, inspect and insure Buyer property where appropriate. Buyer property must not be subject to lien, unauthorised use, copying or disclosure. Damage, loss or deterioration must be notified promptly. Buyer property must be returned on demand.

25. Confidentiality

Confidential Information may be used only for the Contract and disclosed only to employees, advisers, insurers, auditors, regulators, certification bodies, customers and approved subcontractors where reasonably required. The Supplier must protect Confidential Information with reasonable security and must not use Buyer drawings, names, logos, customer data, bespoke product information or commercial information for any unauthorised purpose. Exclusions apply to public information, lawfully known information, independently developed information and legally required disclosure. Confidentiality obligations survive termination.

26. Data Protection and Cyber Security

The parties normally act as independent controllers unless the Purchase Order requires the Supplier to process personal data on behalf of the Buyer, in which case an appropriate data-processing agreement must be in place before processing begins. The Supplier must comply with UK GDPR and the Data

Protection Act 2018, maintain lawful processing, access controls, system security, breach notification, malware and ransomware controls, record integrity, retention controls and return or deletion arrangements. The Supplier must immediately notify the Buyer of any actual or suspected cyber incident, ransomware event, unauthorised access, system compromise, data loss, malware event, system outage or technology failure which may affect manufacturing, production scheduling, traceability, certification, customer data, supply continuity, product conformity, customs documentation, delivery performance, Buyer information, Contract Documentation or the Supplier's ability to perform the Contract. The Supplier must provide timely updates, preserve evidence, take reasonable containment and recovery steps, protect Buyer data and records, and cooperate with any investigation, customer notification, certification review, regulatory enquiry, customs query or corrective action required by the Buyer.

27. Ethical Trading and Modern Slavery

The Supplier shall take reasonable and proportionate steps to ensure that the Goods, materials and Services are sourced, manufactured and supplied lawfully, ethically and responsibly. The Supplier must comply with Applicable Law concerning modern slavery, human trafficking, forced or compulsory labour, child labour, unlawful recruitment fees, exploitation, bribery, corruption, fraud, criminal finance, sanctions, export restrictions, prohibited sources and illegally sourced or unlawfully traded materials. It shall maintain controls appropriate to its size, location, sector, activities and supply-chain risk concerning those matters and concerning counterfeit, substituted or fraudulently described materials; false, altered or fraudulent certification; conflict minerals where applicable; and material origin and supply-chain traceability where required by Applicable Law, the Purchase Order or an applicable certification scheme. The Supplier shall not knowingly supply Goods originating from an unlawful, prohibited, sanctioned, uncertified, counterfeit, substituted or materially misrepresented source. It must conduct proportionate risk assessment, due diligence, training, reporting and remediation; flow relevant obligations down to higher-risk suppliers and subcontractors; and promptly notify the Buyer of any material breach, investigation, loss of approval, credible allegation or supply-chain concern that may affect the Goods, Services or performance of the Contract. On reasonable request and where proportionate to the identified risk, the Supplier shall provide information and supporting evidence reasonably necessary to demonstrate compliance, subject to protection of unrelated confidential information. Where the Buyer reasonably identifies a material responsible-sourcing concern, it may require clarification, verification, Corrective Action, an approved alternative source, increased surveillance, quarantine or suspension of the affected supply while the matter is investigated. Where section 54 of the Modern Slavery Act 2015 applies, the Supplier must maintain and publish a compliant annual statement. The Buyer may terminate for material or unremedied non-compliance. Nothing in this clause requires either party to achieve any specific ESG score, sustainability rating, emissions-reduction target, carbon-neutrality commitment or Net Zero objective unless expressly agreed in Writing.

28. Anti-Bribery, Fraud and Tax Evasion

The Supplier must comply with applicable anti-bribery, anti-corruption, fraud-prevention and tax-evasion laws. Bribes, facilitation payments, secret commissions, fraudulent invoices, false certificates, false origin statements, dishonest customs declarations and improper inducements are prohibited. The Supplier must maintain proportionate prevention controls and notify credible compliance concerns. The Buyer may suspend or terminate where credible or material compliance risk exists.

29. Environmental Compliance

The Supplier must comply with Applicable Law, all applicable environmental permits, approvals, product restrictions and Purchase Order requirements concerning environmental protection, chemicals, hazardous substances, material composition, REACH, RoHS, WEEE, packaging, producer responsibility, waste, pollution prevention, emissions, energy information, recycled-content claims, recyclability claims, conflict minerals, responsible sourcing and environmental incidents affecting supply. The Supplier shall maintain all environmental permits, licences, registrations, approvals and exemptions required for its activities; prevent pollution, contamination, uncontrolled emissions, unlawful discharge and environmental harm arising from performance; and safely and lawfully handle, store, package, transport and supply hazardous substances and environmentally sensitive materials. Where expressly required by the Purchase Order or reasonably necessary to satisfy an applicable legal, regulatory, certification or identified customer requirement, the Supplier shall provide accurate and supportable environmental, chemical, material-composition, recycled-content, origin, carbon or sustainability information. The Supplier shall take reasonable and proportionate steps to reduce avoidable waste and promote efficient use of energy, water, packaging and raw materials, and support lawful reuse, recycling and recovery, where commercially and operationally practicable. The Supplier shall not knowingly make false, misleading, unsubstantiated or inaccurate environmental, carbon, recycled-content, recyclability or sustainability claims and shall promptly correct and notify the Buyer of materially inaccurate information previously supplied.

Where the Supplier or any subcontractor removes, transports, stores, handles, carries, transfers, sorts, treats, recycles, recovers or disposes of waste, scrap, packaging, redundant equipment, consumables, chemicals, oils, hazardous substances or other materials originating from the Buyer’s premises or arising from performance of the Contract, the Supplier shall hold and maintain all required licences, permits, registrations, authorisations and exemptions; verify that every waste carrier, broker, dealer, transfer station, treatment, recovery and disposal facility used is appropriately authorised; and ensure that waste is correctly described, classified, segregated, packaged, labelled, stored, transported, transferred, treated, recovered and disposed of. The Supplier shall apply the waste hierarchy and give appropriate priority to prevention, reuse, recycling and recovery where reasonably practicable and lawful; prevent unlawful deposit, uncontrolled disposal, fly-tipping, pollution, leakage, contamination or escape; and shall not mix waste with incompatible, prohibited or unidentified material where this could prejudice lawful classification, traceability, recycling, recovery or disposal. The Supplier shall complete, retain for the legally required period and provide to the Buyer on reasonable request all applicable waste-transfer notes, hazardous-waste consignment notes, descriptions, declarations, permits and recycling, recovery or disposal evidence. The Supplier shall ensure equivalent compliance by its subcontractors and remains responsible for their acts and omissions.

Before supplying or bringing any hazardous substance onto the Buyer’s premises, the Supplier shall provide current safety data, relevant handling and storage requirements and any information reasonably required for assessment and control under Applicable Law. No prohibited or materially substituted substance may be introduced without the Buyer’s prior written approval.

The Supplier shall immediately notify the Buyer of any significant environmental incident, spill, pollution, contamination, lost or rejected waste, unauthorised disposal, fly-tipping, prosecution, enforcement notice, permit suspension, regulatory investigation, material non-conformity or environmental condition that may materially affect the Goods or Services, product conformity, lawful supply, continuity of supply, the Buyer’s legal or certification obligations, or the Supplier’s ability to perform the Contract. The Supplier shall cooperate with investigation, containment, clean-up and corrective action. The Buyer may verify licences, permits, environmental information and disposal evidence; suspend or refuse affected supply or waste removal; require replacement carriers, facilities or subcontractors; require corrective action; or reject inadequate or inconsistent evidence where reasonably necessary to control legal or environmental risk. The Supplier shall indemnify the Buyer against losses, liabilities, clean-up costs, regulatory costs and reasonable professional expenses to the extent directly caused by unlawful or negligent environmental conduct or handling, storage, transport, transfer, treatment, recovery or disposal of waste by the Supplier or its subcontractors, subject to Applicable Law, reasonable mitigation and no double recovery. A material breach of applicable environmental or waste law affecting the Contract, the Buyer or waste originating from the Buyer’s premises constitutes a material breach of the Contract.

Nothing in the Contract requires either party to achieve any specific ESG rating, sustainability target, emissions-reduction target, carbon-neutrality commitment or Net Zero objective unless the obligation is expressly identified in the Purchase Order and accepted in Writing by the affected party. No general environmental policy, sustainability statement, carbon-reduction ambition, website statement or marketing material creates a contractual warranty, representation or guarantee unless expressly incorporated into the Contract in Writing.

30. Health, Safety and Site Services

Where the Supplier or any of its personnel, agents, drivers, carriers, hauliers, contractors or subcontractors visit, enter or work at the Buyer's premises, deliver or remove Goods, waste or equipment, or perform any Services for the Buyer at any site, the Supplier shall comply with Applicable Law and the Buyer's notified health, safety, environmental, security, induction, permit-to-work, traffic-management and site-control requirements and reasonable safety instructions. The Supplier shall provide competent, appropriately trained and authorised personnel; suitable supervision; safe systems of work; suitable and sufficient risk assessments and method statements; and all permits, authorisations and isolation arrangements required before the relevant activity begins. The Supplier shall ensure that its personnel use personal protective equipment required by Applicable Law, the relevant risk assessment, method statement and the Buyer's site rules. Unsafe acts, unsafe conditions, defective safety equipment and breaches of site rules must be reported immediately. Review, comment upon or acceptance of RAMS, permits, training evidence, inspection records or other evidence by the Buyer does not relieve the Supplier of responsibility for safe performance, legal compliance or the acts and omissions of its personnel, agents, contractors and subcontractors.

No roof access or roof work is permitted without the Buyer's prior authorisation and compliance with all applicable permit, access and site-control requirements. Before any roof access or work at height, including work on or near roof lights, fragile surfaces or other fall-through hazards, the Supplier shall provide suitable and sufficient RAMS; assess the roof condition, access route, loading capacity, fragile surfaces, roof lights, edges and fall risks; and ensure that the work is properly planned, supervised and undertaken by competent persons. Suitable collective fall-prevention measures and edge protection must be used so far as reasonably practicable, with suitable fall-restraint or fall-arrest systems and effective rescue arrangements provided where required. Ladders, mobile towers, access platforms, work platforms, mobile elevating work platforms, cherry pickers, scissor lifts and all other access equipment must be suitable for the task, correctly selected, rated, inspected, maintained and certified where required. Operators must be competent and authorised, and the Supplier shall provide relevant training evidence and inspection records on request. Ladders may be used only where suitable for the task and duration and where a safer reasonably practicable means of access is not required. Lifting equipment and lifting accessories must be suitable, correctly rated, inspected and certified where required; lifting operations, slinging, forklift movements, loading and unloading must be planned and controlled by competent persons; and no person may be exposed to avoidable risk from suspended, shifting or uncontrolled loads.

Without limiting the general requirements above, the Supplier shall obtain the Buyer's prior authorisation and any required permit before undertaking hot work, confined-space entry, electrical isolation, excavation, work affecting fire-protection systems, pressure-system work or any other activity identified by the Buyer as high risk.

Where the Services may foreseeably disturb the fabric of any building, structure, plant, insulation, coating or service, the Supplier shall ensure that relevant personnel have suitable asbestos-awareness and hazardous-material training and shall review all site information and surveys made available by the Buyer before work begins. The Supplier must not assume that the absence of identified asbestos or hazardous material confirms that none is present. If asbestos-containing material or any other unidentified or suspected hazardous material is encountered, exposed, damaged or disturbed, the Supplier shall immediately stop the affected work, prevent further disturbance, withdraw personnel where necessary, secure or isolate the affected area so far as reasonably practicable and notify the Buyer without delay. The Supplier shall not sample, remove, disturb, transport or dispose of the material unless expressly authorised by the Buyer and legally permitted, competent and appropriately licensed to do so. Work may resume only following the Buyer's authorisation and implementation of suitable revised controls.

The Supplier shall ensure that every vehicle entering the Buyer's premises is suitable, roadworthy, safely loaded and operated in accordance with designated routes, one-way systems, loading and unloading instructions, pedestrian-segregation controls, banksman instructions and site safety signage. Unless otherwise notified by the Buyer, the maximum speed limit on site is 5 mph. Drivers must remain in designated safe areas where instructed, must not reverse, manoeuvre, load or unload contrary to site controls, and must immediately report any collision, near miss, unsafe condition, spill, load movement or damage.

The Buyer may immediately stop, suspend, restrict or refuse any activity, site access, vehicle movement, lifting operation, loading, unloading, work at height or use of equipment that it reasonably considers unsafe, unlawful, inadequately planned, insufficiently supervised or contrary to site rules. The Buyer may require removal or replacement of personnel or equipment, revised RAMS, additional controls, remedial action or evidence of competence, inspection or certification before work resumes. The Supplier shall remain responsible for reasonable delay, waiting time, disruption, corrective action and other costs or losses to the extent caused by its non-compliance, subject to Applicable Law and the Buyer taking reasonable steps to mitigate recoverable loss. The Supplier shall promptly report incidents, injuries, dangerous occurrences, near misses, property damage, environmental events and enforcement action connected with its activities and shall cooperate with investigation and corrective action.

The Supplier shall provide evidence of relevant competence, training, authorisation, licences, inspection certification or statutory registration upon reasonable request before any safety-critical or legally controlled activity begins.

31. Insurance

The Supplier shall maintain with reputable insurers authorised to provide the relevant cover all insurance reasonably appropriate to its activities, the Goods and Services, its contractual obligations and the risks arising from performance of the Contract. Cover shall be maintained throughout the Contract and for any additional period required by Applicable Law, the Purchase Order or the nature of the risk. Unless the Purchase Order specifies different risk-based limits or the Buyer agrees an exception in Writing, the Supplier shall maintain Employers' Liability insurance of not less than £10,000,000 for each occurrence or such higher amount as required by Applicable Law; Public Liability insurance of not less than £5,000,000 for each occurrence; Product Liability insurance of not less than £5,000,000 in the aggregate or for each occurrence as applicable to the policy; and statutory motor insurance for vehicles used in connection with the Contract. Where relevant to the Goods, Services or activities, the Supplier shall also maintain Professional Indemnity insurance for design, engineering, consultancy, specification, inspection, testing, certification or professional advice; Cyber Liability insurance where Buyer data, systems, access credentials or electronic information are accessed, processed, stored, managed or transmitted; and pollution, environmental liability, product-recall, marine or cargo, contractor, construction-product, property-damage, business-interruption or other specialist insurance at levels reasonably proportionate to the risk and any amount stated in the Purchase Order. The specified limits do not limit the Supplier's liability or relieve it of any obligation unless expressly agreed in Writing. On reasonable request, the Supplier shall provide current certificates or other reasonable evidence identifying the insurer, policy type, period of cover, applicable limit and any material exclusion relevant to the Contract and confirming, so far as reasonably verifiable, that required premiums have been paid. The Supplier shall promptly notify the Buyer of any cancellation, non-renewal, avoidance, suspension, material reduction or material restriction of cover that may affect the Contract and shall not knowingly do anything that invalidates required insurance. The Supplier shall ensure that subcontractors maintain insurance appropriate to their activities and responsibilities, without reducing the Supplier's own responsibility. Failure to maintain insurance expressly required by these Conditions or the Purchase Order constitutes a material breach if not remedied promptly following notice, except that the Buyer may immediately suspend affected work, site access, delivery or performance where continuation would expose the Buyer or others to a material uninsured risk, and may terminate where the uninsured risk is serious, urgent or incapable of adequate remedy.

32. Indemnities and Liability

The Supplier shall indemnify the Buyer against losses, liabilities, damages, costs and expenses to the extent directly caused by the Supplier's breach, negligence, wilful misconduct or other matter for which the Supplier is legally responsible, including death or personal injury, property damage, defective Goods or Services, intellectual property infringement, inaccurate customs or origin information, tax, duty or penalty exposure, certification or traceability failure, product-safety withdrawal or recall, environmental or waste breach and acts or omissions of its subcontractors. The Buyer shall take reasonable steps to mitigate recoverable loss and shall not recover the same loss more than once. Nothing in the Contract excludes or restricts liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, deliberate default, or any other liability that cannot lawfully be excluded or restricted. Any other liability cap applies only where expressly agreed in Writing and shall state the amount, exclusions, insurance alignment and liabilities that remain uncapped. The maintenance of insurance under Clause 31 does not limit the Supplier's liability or relieve it of any obligation unless expressly agreed in Writing.

33. Force Majeure

Force Majeure means an event beyond the affected party's reasonable control which could not reasonably have been prevented, avoided or overcome and which materially prevents or delays performance. The affected party must give prompt notice, provide reasonable evidence, mitigate the effects and implement a recovery plan. Force Majeure does not excuse payment already due, avoidable failures, poor planning, ordinary material-price increases, tariff or duty increases, exchange-rate movements, foreseeable labour shortages, failure of a subcontractor where reasonable alternatives were available, or failures caused by inadequate business-continuity arrangements. A sanctions, embargo, export-control or import-control measure may qualify only to the extent it makes performance unlawful or objectively impossible despite reasonable mitigation and lawful alternative sourcing; increased cost or reduced profitability alone is insufficient. The Buyer may procure substitute supply and may terminate the affected Purchase Order if the disruption continues beyond the period stated in the Purchase Order or, if none is stated, beyond 30 days.

34. Business Continuity

Critical Suppliers must maintain proportionate business-continuity arrangements, disaster-recovery controls, alternative production planning, cyber-response arrangements, continuity of records and traceability, disruption notification and recovery plans. Enhanced requirements apply only where justified by supplier, product, customer, certification or supply risk. The Supplier shall notify the Buyer promptly where shortages, allocation controls, mill restrictions, import restrictions, sanctions, transport disruption or other market conditions may affect availability, lead time or continuity of supply. Where a Supplier is critical to continuity of supply, certification, traceability, customer delivery, product conformity, imports, customs documentation or material availability, the Supplier must periodically review and, where proportionate, test its business-continuity and disaster-recovery arrangements. The Buyer may request reasonable evidence of such review or testing, including continuity plans, recovery actions, test outcomes, identified weaknesses, corrective actions and confirmation that critical records, certification, traceability and Buyer property remain protected.

35. Supplier Financial Distress and Continuity Risk

The Supplier must notify the Buyer promptly if it becomes aware of any matter which may materially affect its ability to perform the Contract, maintain continuity of supply, retain required insurance, preserve certification or traceability, or meet agreed delivery commitments. This includes creditor pressure, threatened or actual enforcement action, winding-up or administration steps, loss of material funding, serious cash-flow difficulty, loss of key facilities, loss of key approvals, withdrawal or material reduction of insurance, or any other insolvency-related or financial distress event.

Where the Buyer reasonably considers that the Supplier may present a financial, continuity, insurance, delivery, certification, traceability or supply-chain risk, the Buyer may require the Supplier to provide proportionate information and assurances, including updated insurance evidence, business-continuity plans, recovery plans, alternative manufacturing or sourcing arrangements, subcontractor or critical supplier information, delivery recovery actions and confirmation that materials, certificates, records and Buyer property remain protected.

The Buyer may, where justified by the level of risk, suspend new Purchase Orders, place the Supplier on conditional approval, increase monitoring, require advance notice of further financial or operational deterioration, require additional reporting, require alternative supply arrangements, reduce exposure to the Supplier, withhold release of new work, or terminate or suspend affected Purchase Orders in accordance with these Conditions.

The Supplier must not conceal material financial distress, creditor action, insolvency steps, insurance withdrawal, continuity failure or supply-chain disruption where such matters may affect the Contract. Any failure to provide reasonable assurances, maintain required insurance, protect Buyer property, preserve traceability records or maintain continuity of supply may be treated as a serious breach.

36. Termination and Suspension

The Buyer may suspend performance, suspend new orders or terminate the affected Contract immediately by written notice if the Supplier commits a serious or irremediable breach; suffers a serious quality, certification, traceability, product-safety, customs, origin, sanctions, fraud, bribery, modern-slavery or site-safety failure; loses an approval or certification required for performance; ceases or threatens to cease business; becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; enters administration, liquidation or a composition with creditors; has a receiver appointed; or undergoes an analogous event in any jurisdiction. A remediable breach may be terminated if it is not remedied within the reasonable period stated in the Buyer's written notice. The Buyer may terminate unperformed Goods or Services for convenience only where the Purchase Order expressly grants that right. In that event, the Buyer shall pay for properly completed and usable work and any authorised, reasonably evidenced and unavoidable commitment cost recoverable under Clause 22, after mitigation and credit for recoveries and avoided costs, but shall not pay loss of profit on the unperformed balance or any unauthorised commitment. Clauses intended to continue after termination survive.

37. Supplier Performance and Approved-Supplier Status

Suspension, conditional approval or removal from the approved supplier list is an internal procurement and QMS decision and does not replace contractual termination unless expressly stated. The Buyer may increase inspection, require Corrective Action, require improvement plans, suspend new orders, place the Supplier on conditional approval, require requalification or remove the Supplier from approved status.

For certification-critical, CARES, EN 1090, UKCA, CE, Factory Production Control or traceability-controlled supply, supplier approval requires evidence appropriate to the Goods and risk, including applicable certification scope, approved manufacturer or mill details, manufacturing location, source control, traceability process, physical identification and labelling method, documentation correlation capability, goods-in support, recall support and notification controls for CARES suspension, withdrawal, restriction, certification change, manufacturing-location change, mill change, origin change or traceability failure. The Buyer may refuse approval, place the Supplier on conditional approval, require requalification, increase inspection or suspend new Purchase Orders where required evidence is missing, incomplete, inconsistent, expired, restricted or not aligned with the Purchase Order risk.

38. Records and Retention

Unless a longer period is required by Applicable Law, the Purchase Order, a customer requirement or an applicable certification scheme, the Supplier must retain all Contract, quality, certification, traceability, customs, origin, tax, CARES, EN 1090, UKCA, CE, product-safety and recall records for at least 10 years after the later of delivery and completion of the Services. Records must remain legible, identifiable, retrievable, protected from improper alteration and available to the Buyer on reasonable request.

39. Notices

Formal contractual notices must be sent to the addresses or email addresses stated in the Purchase Order or last notified in Writing. Notices received after normal business hours or on a non-Business Day are deemed received on the next Business Day. Routine operational messages may be sent by normal business communication channels but do not replace formal notices where a formal notice is required. Court proceedings must be served in accordance with applicable procedural rules.

40. Assignment, Subcontracting and Change of Control

The Supplier may not assign, transfer or subcontract material obligations without the Buyer's prior written consent. The Supplier must give the Buyer reasonable advance notice, and in any event prompt notice where advance notice is not reasonably possible, of any proposed or actual ownership change, sale of business, management buyout, change of control, sale of material assets, production relocation, change of manufacturing country, change of raw material source, loss or change of key personnel, withdrawal, suspension, expiry or material change of certification, change in key subcontractors, relocation, insolvency risk or any other organisational, manufacturing, sourcing or approval change which may affect quality, certification, traceability, continuity of supply, customs treatment, product conformity, customer approval, delivery performance or the Supplier's ability to perform the Contract. The Buyer may require further information, updated assurance evidence, reapproval, requalification, additional inspection, customer or certification-body approval, revised documentation, alternative supply arrangements, suspension of new Purchase Orders, conditional approval or removal from approved-supplier status where such change presents a material risk. The Buyer may assign to a group company, financier or purchaser of its business where appropriate.

41. General Provisions

A waiver is effective only if clear and in Writing. Invalid provisions are severed without affecting the rest of the Contract. Remedies are cumulative. The Contract is the entire agreement for the relevant Purchase Order except for fraud or fraudulent misrepresentation. Variations must be in Writing and authorised. No third-party rights are created unless expressly stated. Nothing creates a partnership, employment relationship, agency or joint venture. English language terms prevail unless expressly agreed otherwise. The Contract is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction, without preventing urgent injunctive, protective, recovery or safety action where needed.

These Terms and Conditions of Purchase supersede any previous standard purchasing terms issued by Stainless UK Ltd relating to the same Purchase Order or Contract unless expressly agreed otherwise in Writing.