

TERMS AND CONDITIONS OF SALE, QUOTATION AND SUPPLY

LEG-TCS-2026-V2 | Stainless UK Ltd | Approved External Issue

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DOCUMENT PURPOSE AND APPLICATION

Document	LEG-TCS-2026-V2 Terms & Conditions of Sale
Purpose	These Conditions protect and define the contractual position of Stainless UK Ltd when Stainless UK Ltd manufactures, processes, fabricates, sells or supplies Goods or provides Services expressly included in an Order Confirmation.
External Audience	These Conditions are intended for customers purchasing Goods or Services from Stainless UK Ltd.
Main Principle	The external customer is the Buyer. Stainless UK Ltd is the Seller.

These Conditions apply to sales by Stainless UK Ltd to companies, sole traders, partnerships, public sector bodies, charities, individual consumers and members of the public. They establish the terms under which Stainless UK Ltd manufactures, processes, fabricates, sells, supplies and delivers Goods and provides any Services expressly stated in the Order Confirmation. Where the Buyer is acting as a consumer, these Conditions apply subject to the mandatory statutory rights and remedies described in Clause 1.1.

These Conditions do not apply where Stainless UK Ltd purchases goods or services from a supplier, contractor or service provider. In those circumstances, Stainless UK Ltd acts as the Buyer and the separate Stainless UK Ltd Terms & Conditions of Purchase apply.

This introductory statement clarifies the purpose and application of this document. It does not replace, restrict or override the Important Notice to Buyers or the detailed contractual provisions contained within these Conditions.

IMPORTANT NOTICE TO BUYERS

Please read this notice carefully before placing an order with Stainless UK Ltd. This notice highlights key risk-allocation terms only and does not replace the full Conditions. The Buyer's attention is specifically drawn to the manufacturer-only position, customer responsibility for design and suitability, drawing approval obligations, delivery-date limitations, liability limits, excluded losses, indemnities and customer insurance responsibilities.

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Stainless UK Ltd acts only as a manufacturer, processor, supplier and fabricator of Goods and Services in accordance with the Buyer Information accepted in the Order Confirmation. Stainless UK Ltd does not provide design, engineering, structural verification, load calculations, product selection advice, installation design, compliance consultancy, professional advice or fitness-for-purpose assessments unless this has been expressly agreed in Writing by a Director of Stainless UK Ltd before contract formation. Requirements for full fixing or fastener certification, EN 10204 certification, batch traceability, manufacturer test records, mechanical test data or chemical analysis must be expressly identified before quotation and included within the Order Confirmation.

The Buyer remains responsible for the design, specification, intended use, site suitability, structural adequacy, loadings, standards selection, regulatory compliance, installation arrangements, fixing methods, supporting structures, Work at Height requirements, environmental conditions and overall suitability of the Goods for the Buyer's project, site, application and end use. Where design, engineering, structural, regulatory, safety, installation or fitness-for-purpose assessment is required, the Buyer must obtain advice from a suitably qualified and appropriately insured professional.

Any drawing, sketch, model, marked-up drawing, approval drawing, fabrication drawing, manufacturing drawing, cutting list or dimensional document issued by Stainless UK Ltd is issued only for quotation, manufacture, fabrication, processing or Buyer approval purposes. The Buyer must check and approve all drawings and technical information before manufacture. Buyer approval confirms that the Buyer has checked and accepted all dimensions, layouts, interfaces, fixings, suitability, standards, compliance requirements and project-specific requirements, and is not merely approval of visual appearance or general arrangement. Stainless UK Ltd is entitled to rely on approved drawings and Buyer Information for manufacture without further enquiry.

All delivery dates, collection dates, production dates, lead times and programme dates are estimates only unless expressly confirmed in Writing by a Director as binding. Time is not of the essence. Delay, supplier failure, material shortage, machinery breakdown, equipment failure, utility interruption, IT failure, cyber incident, labour shortage, transport disruption, weather event, fire, flood, strike, government intervention, trade restriction, pandemic, war, civil unrest or other operational disruption shall not automatically create liability for Stainless UK Ltd.

Stainless UK Ltd's liability is limited as set out in these Conditions. Subject to liabilities that cannot lawfully be excluded or limited, remedies for defective or non-conforming Goods or Services may be limited to repair, replacement, rework, proportionate credit or refund. The Seller's total aggregate liability for all claims arising out of or in connection with a Contract shall not exceed the lesser of the Contract Value or £25,000, as set out in Clause 12. Indirect loss, consequential loss, loss of profit, loss of revenue, loss of production, loss of use, loss of opportunity, loss of goodwill, loss of contracts, delay losses, site disruption costs, customer penalties, liquidated damages and similar economic or project-related losses are excluded to the fullest extent permitted by law.

The Buyer should maintain appropriate insurance for all risks not expressly accepted by Stainless UK Ltd, including design risk, installation risk, site risk, programme delay, site standstill, loss of production, loss of use, third-party liabilities, customer penalties, Work at Height risk, project-specific compliance risk and other losses or liabilities arising from the Buyer's project, site, customer, end use or onward supply chain.

A Quotation is an invitation to treat only and does not create a Contract. A Buyer order is an offer to purchase on these Conditions. No Contract is formed until Stainless UK Ltd issues an Order Confirmation, unless a Director has expressly agreed a different written formation mechanism before the relevant order is accepted. By placing an order, approving drawings, accepting an Order Confirmation, taking delivery or otherwise proceeding with the Contract, the Buyer acknowledges that these Conditions, including the Important Notice to Buyers, were provided or clearly made available before Contract formation and that the allocation of responsibility, risk and liability in these Conditions is reasonable having regard to the nature of the Goods and Services, the Contract value, the parties' respective responsibilities, the availability of insurance and the commercial basis on which Stainless UK Ltd prices and performs the Contract.

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Customer-Facing Terms and Conditions of Sale

1. Interpretation and Contract Formation

1.1 Consumer Sales. Where the Buyer is an individual acting wholly or mainly outside their trade, business, craft or profession, nothing in these Conditions shall limit, restrict or exclude any statutory rights available to that Buyer under applicable consumer protection legislation. Where any provision of these Conditions is inconsistent with a mandatory consumer right or remedy, that provision shall apply only to the extent permitted by law. Nothing in these Conditions shall exclude or restrict any liability which cannot lawfully be excluded or restricted in relation to a consumer transaction.

1.2 In these Conditions: Approved Drawing means any drawing, sketch, model, marked-up drawing, approval drawing, manufacturing drawing, fabrication drawing, cutting list or dimensional document approved by or on behalf of the Buyer for manufacture, fabrication, processing or supply; Blanket Order means an order, framework arrangement or similar commitment under which Goods are to be supplied in stages, released in batches or called off over time; Buyer means any person, company, organisation or individual purchasing Goods or Services from Stainless UK Ltd; Buyer Information means all drawings, dimensions, sketches, specifications, standards, calculations, site information, intended use, approvals, purchase orders, instructions and other information supplied by or for the Buyer; Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business; Call-Off Order means a Contract or part of a Contract under which Goods, materials, stock, production capacity or deliveries are to be released, manufactured, supplied, collected or delivered by reference to a Call-Off Schedule, Release Instruction, delivery programme or agreed period; Call-Off Period means the period stated in the Order Confirmation within which the Buyer must issue Release Instructions and take delivery or collection of the full contractual quantity, or where no period is stated, ninety days from the Order Confirmation unless revised in Writing; Call-Off Schedule means the agreed schedule, programme, delivery plan, release plan or phased delivery arrangement stated in or accepted under the Order Confirmation; Certification Documents means test certificates, declarations, inspection records, material certificates, mill certificates, UKCA or CE documentation, traceability records, QR codes, digital references, marks, labels, logos and related quality or certification records; Contract Value means the total Price payable under the relevant Contract, excluding VAT, delivery charges, storage charges, interest and other additional costs, unless expressly stated otherwise in the Order Confirmation;

Completed Goods means Goods manufactured, processed, completed, allocated, packed or otherwise made ready for delivery or collection, whether in whole or in part; Conditions means these Terms and Conditions; Confidential Information means all non-public technical, commercial, financial, operational, pricing, customer, supplier, manufacturing, quality, certification, legal, insurance and business information disclosed by or on behalf of a party in connection with the Contract; Contract means the contract formed when the Seller issues an Order Confirmation; Delivery means delivery or

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collection of the Goods in accordance with Clause 9; Force Majeure Event has the meaning given in Clause 14; Forecast means any estimate, projection, anticipated demand, indicative quantity, expected release pattern or planning information supplied by the Buyer which is not expressly incorporated into an Order Confirmation as a binding purchase commitment; Free-Issue Materials means any materials, components, goods, tooling, equipment, documentation, samples or other property supplied, issued, delivered or made available by or on behalf of the Buyer for use, processing, incorporation, inspection, storage or handling by the Seller in connection with the Contract; Goods means all goods, materials, fabricated items, processed items, access products, certificates and related deliverables supplied by the Seller; Manufacturing Drawing means any drawing, sketch, model, approval drawing, reproduction or fabrication drawing prepared by the Seller from Buyer Information solely to enable quotation, manufacture, fabrication or Buyer approval and not to provide design, engineering or professional advice; Order Confirmation means the Seller's written acceptance of an order; Price means the price payable for the Goods or Services stated in the Order Confirmation, as adjusted in accordance with the Contract; Quotation means the Seller's quotation; Release Instruction means a written instruction issued by the Buyer requesting release, manufacture, delivery or collection of Goods under a Call-Off Order, Blanket Order, Call-Off Schedule or phased delivery arrangement; Reserved Materials means materials, stock, components, goods, subcontract services, freight, packaging, production capacity or other resources purchased, reserved, allocated or committed specifically for the Buyer or Contract; Seller means Stainless UK Limited, Unit 1A, Newhall Road Works, Sheffield, South Yorkshire, S9 2QL, Company No. 01981236; Site means the delivery address or other customer-controlled premises identified in the Order Confirmation at which delivery, collection or another expressly agreed activity is to take place; Site Services means any attendance, survey, measurement, installation, commissioning, remedial work or other activity expressly identified in the Order Confirmation as being performed by or on behalf of the Seller at a Site; Services means all manufacturing, processing, fabrication, welding, cutting, bending, machining, finishing, inspection, testing, certification preparation, packaging, storage, handling and delivery arrangements supplied or arranged by the Seller, together with Site Services, but only where expressly identified in the Order Confirmation; Specification means the written specification expressly accepted by the Seller in the Order Confirmation; Storage Period means any period during which Completed Goods, partly completed Goods, Reserved Materials, Buyer-specific stock, packaging, pallets, stillages, Free-Issue Materials or other Contract-related items are held by the Seller because the Buyer has failed to issue a Release Instruction, delayed collection, postponed delivery, failed to take delivery or requested storage; Writing includes email and written has a corresponding meaning.

1.3 A Quotation is an invitation to treat only. A Buyer order is an offer to purchase on these Conditions. No Contract is formed until the Seller issues an Order Confirmation.

1.4 These Conditions apply to the exclusion of all Buyer terms, including terms in any purchase order, portal, request for quotation, tender document, delivery schedule or other Buyer document. The Seller's acceptance, delivery, performance, use of a Buyer portal, acknowledgement of a purchase order or invoice does not accept Buyer terms. Buyer terms apply only where expressly accepted in a written variation signed by a Director of the Seller.

1.5 Priority shall be: signed written variation; Order Confirmation; Quotation; Specification expressly accepted by the Seller; these Conditions; then Buyer documents only to identify commercial order details and not to add legal terms.

1.6 Any onerous or unusual limitations, including design exclusion, liability limitation, no set-off, retention of title and customer approval obligations, are drawn to the Buyer's attention and shall be repeated prominently on quotations and Order Confirmations where applicable.

1.7 Website, Marketing, Technical and Promotional Information. Any descriptions, images, photographs, drawings, illustrations, case studies, examples of previous projects, technical information, guidance notes, performance information, dimensions, capacities, product applications, stock statements, delivery information, capability statements, accreditations, social media content or other content contained on the Seller's website, in brochures, catalogues, data sheets, presentations, emails, advertisements or promotional materials are provided for general information only. Such information shall not form part of the Contract and shall not constitute a representation, warranty, guarantee, design service, engineering advice, technical advice, compliance advice, confirmation of availability, confirmation of performance, confirmation of delivery, confirmation of suitability or fitness for purpose unless expressly incorporated into the Order Confirmation in Writing.

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Images, photographs, case studies and examples of previous projects are illustrative only and shall not confirm that the Goods are suitable for the Buyer's particular project, site, structure, application, environment or end use. The Buyer shall not rely upon general website, marketing, technical or promotional information as a substitute for project-specific design, engineering, structural, regulatory, installation, environmental, safety or suitability assessment. Where such assessment is required, the Buyer must obtain advice from a suitably qualified and appropriately insured professional.

2. Quotations, Orders, Variations and Buyer Information

2.1 Quotations are valid for thirty days unless withdrawn earlier or stated otherwise.

2.2 The Buyer is responsible for ensuring that all Buyer Information is complete, accurate, suitable and sufficient before order acceptance and before manufacture.

2.3 The Seller may reject, suspend or delay work where Buyer Information is incomplete, inconsistent, unsafe, unsuitable, unapproved or insufficient.

2.4 Technical Review and Capability Assessment. The Seller operates a documented technical, commercial, manufacturing, quality, compliance and production review process prior to quotation, order acceptance and production release. All Quotations, Order Confirmations and delivery commitments are based upon the information, requirements, specifications, standards, drawings, capacities, supplier availability and production resources known to the Seller at the time of review. The Buyer acknowledges that further review may be required following order receipt, technical clarification, design review, production planning, supplier confirmation, material procurement, capacity assessment or production release.

The Seller reserves the right to suspend performance, request clarification, revise delivery dates, revise pricing, propose alternative solutions or decline to proceed with an order where information becomes available that materially affects the Seller's ability to fulfil the Contract. Any such review shall not be deemed a breach of Contract and shall be considered part of the Seller's normal risk management, quality assurance and production control processes.

2.5 Right to Suspend, Revise or Withdraw Prior to Manufacture. Prior to commencement of manufacture, where the Seller acts reasonably and in good faith, the Seller may suspend performance, require further information, revise delivery dates, revise pricing, propose alternative solutions or, where the relevant matter cannot reasonably be resolved, terminate the affected and unperformed part of the Contract where the Seller identifies any material matter not reasonably known to the Seller at the date of the Order Confirmation which affects safe, lawful, compliant, practical or commercially reasonable performance.

2.6 Quotation Validity and Exceptional Cost Changes. The Seller's Quotations are based upon material costs, supplier pricing, exchange rates, duties, tariffs, freight rates, energy costs, subcontract costs and other commercial assumptions known at the date of quotation. Unless expressly stated otherwise in Writing, a Quotation remains open for acceptance for thirty days but does not constitute a binding commitment by the Seller to preserve underlying material, supplier or commercial pricing where a material change occurs before Contract formation.

Where, before the Seller issues an Order Confirmation, there is a material increase in material costs, supplier pricing, duties, tariffs, exchange rates, freight rates, energy costs, subcontract costs or other costs beyond the Seller's reasonable control, the Seller may revise the quoted Price, withdraw the Quotation, decline the order or issue a revised Quotation. The Seller shall act reasonably in exercising this right and shall provide a revised quotation where reasonably practicable.

Acceptance of a Quotation by the Buyer does not create a Contract and does not prevent the Seller from exercising its rights under this clause prior to issuing an Order Confirmation.

Where practicable, the Seller shall notify the Buyer of the relevant matter and provide a reasonable explanation of the basis for any proposed suspension, revision, alternative solution or termination. The Seller shall not rely on this clause merely because the Contract has become less profitable or inconvenient to perform.

Any suspension, revised price, revised delivery date, proposed alternative solution or termination under this clause must be based on a genuine material matter affecting safety, legality, compliance, quality, manufacture, supply, capacity, Buyer

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Information, operational capability or commercial practicability which was not reasonably known to the Seller at the date of the Order Confirmation. Where reasonably practicable, the Seller shall first give the Buyer an opportunity to provide clarification, approve a revised Specification or agree revised commercial terms. Where the Seller exercises its rights under this clause, its liability shall be limited to repayment of sums received for Goods or Services not supplied.

2.7 Order changes, cancellations, changes to drawings, quantities, delivery dates, standards, inspection, certification, finishing or packaging must be agreed in Writing and may alter price and delivery.

2.8 If the Buyer cancels an accepted order, the Buyer shall pay all reasonable costs, committed material costs, labour, subcontract costs, administration, loss of profit and other resulting losses, subject always to applicable law and reasonableness.

3. Call-Off Orders, Blanket Orders, Release Schedules and Reserved Materials

3.1 Where the Contract includes a Call-Off Order, Blanket Order, framework order, Call-Off Schedule, scheduled release, phased delivery programme, customer delivery programme or similar arrangement, the Buyer shall issue each Release Instruction by the agreed deadline and shall call off, collect or take delivery of the full contractual quantity within the Call-Off Period stated in the Order Confirmation.

3.2 Each Release Instruction must comply with the agreed notice period, minimum quantity, minimum batch size, delivery frequency, delivery point, transport requirement, packaging requirement and any other requirement stated in the Order Confirmation. No requested amendment, deferment, revised schedule or extension shall be binding unless accepted in Writing by the Seller.

3.3 Where no final Call-Off Period is stated in the Order Confirmation, the Buyer shall issue all Release Instructions and take delivery or collection of all Goods within ninety days of the Order Confirmation unless revised in Writing.

3.4 Forecasts are for planning purposes only unless expressly incorporated into an Order Confirmation. A Forecast does not oblige the Seller to reserve materials, stock or production capacity and does not oblige the Buyer to purchase unless the relevant quantities are covered by a binding Purchase Order, Order Confirmation or Contract. If the Seller agrees to reserve materials or production capacity against a Forecast, that commitment and any cancellation liability must be recorded in Writing.

3.5 Where the Buyer fails to issue a valid Release Instruction, fails to call off Goods by the agreed date, delays or repeatedly changes release dates, postpones delivery, fails to collect, fails to provide complete delivery information, or otherwise prevents agreed staged supply, the Seller may, acting reasonably and after giving reasonable written notice and a reasonable opportunity to remedy where the breach is capable of remedy, complete manufacture, invoice Completed Goods, invoice work in progress and Reserved Materials, treat the Goods as ready for delivery, store Goods or materials at the Buyer's risk, revise estimated delivery dates, revise the production programme, allocate materials or production capacity to other customers, suspend further procurement, manufacture or supply, require payment in advance or additional security, require the Buyer to take delivery, agree a revised Call-Off Schedule, revise prices in accordance with this clause, terminate the affected and unperformed balance, and recover reasonable evidenced losses caused by the Buyer's breach, subject to mitigation and no double recovery.

3.6 A short administrative delay shall not automatically permit termination or disposal of Goods if the Buyer remedies the delay promptly after notice. Persistent delay, material delay, failure to respond to a written notice, failure to pay, expiry of the Call-Off Period, repeated programme changes or failure to take delivery within a reasonable stated period may be treated as a material breach for the affected Goods or unperformed balance.

3.7 Where the Buyer's delay, postponed delivery, revised Call-Off Schedule, reduced quantity, delayed Release Instruction or failure to take delivery causes a supplier quotation, material-price commitment, freight rate, tariff, duty, exchange rate, energy price, subcontract price or other cost assumption forming the basis of the Price to expire or change, the Seller may revise the Price to reflect the reasonable additional cost attributable to the delay or change. The Seller may provide reasonable supporting information where appropriate but shall not be required to disclose confidential supplier pricing,

internal margins or commercially sensitive calculations. This clause does not permit arbitrary increases and shall not duplicate recovery under another clause.

3.8 Where the Seller purchases, reserves or commits Reserved Materials specifically for the Buyer or Contract, those commitments may be invoiced in accordance with the agreed payment schedule or, where the Buyer delays, reduces or cancels the affected order, charged to the Buyer to the extent reasonable. The Seller shall take reasonable steps to mitigate recoverable loss and shall give credit for any relevant standard material subsequently reused or resold, less reasonable handling, processing, storage, resale and administration costs. Bespoke, processed, cut, certified, customer-specific, deteriorated or otherwise non-reusable materials or Goods may be charged in full where reasonable.

3.9 The Order Confirmation may specify minimum call-off quantities, minimum batch sizes, manufacturing batch quantities, economic order quantities, minimum invoice values, delivery frequencies and permitted quantity tolerances. If the Buyer requests smaller, more frequent, delayed, accelerated or rescheduled call-offs, the Seller may revise pricing, delivery dates, packaging, transport charges or production arrangements where reasonably necessary.

3.10 Where the Buyer has not called off, collected or taken delivery of all Goods by the final Call-Off Period, the Seller may issue a final written call-off or collection notice. If the Buyer does not remedy the position within the period stated in that notice, the Seller may invoice Completed Goods and committed costs, cancel or terminate the affected and unperformed balance, sell or reuse standard materials where reasonably possible, dispose of bespoke Goods where lawful and reasonable, recover any reasonable shortfall and associated costs, apply any deposit or advance payment against sums due, and release reserved production capacity.

4. Manufacturer-Only Position, Drawings and Design Responsibility

4.1 The Seller acts only as a manufacturer, processor, supplier and fabricator of Goods in accordance with Buyer Information identified in the Seller's Order Confirmation for manufacture, processing, supply or fabrication only. The Seller is not appointed and does not act as a designer, structural engineer, architect, principal designer, principal contractor, compliance consultant, installation designer, product certifier, professional adviser or provider of professional services.

4.2 The Buyer remains solely responsible for all design, engineering, structural calculations, loadings, intended use, site conditions, site measurements, supporting structures, installation, fixings, anchors, connection details, selection of standards, statutory compliance, regulatory compliance and fitness for purpose unless expressly agreed otherwise in Writing by a Director before Contract formation.

4.3 The Seller may comment on manufacturing feasibility, materials, production methods, tolerances, fabrication issues, welding, finishing, delivery, certification, inspection or similar manufacturing matters, but any such comment is provided only for manufacturing, processing, quotation or production purposes and shall not constitute design advice, engineering advice, structural advice, compliance advice or suitability advice.

4.4 Any Manufacturing Drawing prepared by the Seller is prepared from Buyer Information and is issued only for quotation, manufacture, fabrication, processing or Buyer approval purposes. It is not a design drawing, engineering drawing, structural drawing, installation drawing or confirmation of compliance or suitability unless expressly stated in a written variation signed by a Director.

4.5 The Buyer must check and approve all drawings, dimensions, quantities, materials, details, geometry, interfaces, fixings, supporting structures, loads, standards, intended use, installation requirements and project-specific information before manufacture. The Seller is entitled to rely on Buyer approval for procurement, manufacture, processing, fabrication and supply.

4.6 Buyer approval of a drawing, sketch, model, marked-up drawing, approval drawing, manufacturing drawing, fabrication drawing, cutting list or dimensional document confirms that the Buyer has checked and accepted the technical and project-specific content of that document, including all dimensions, quantities, materials, details, geometry, interfaces, fixings, supporting structures, loads, standards, intended use, installation requirements and project-specific requirements.

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4.7 The Seller shall not be responsible for errors, omissions, inaccuracies, inconsistencies, ambiguities or unsuitability in Buyer Information or Buyer-approved drawings except to the extent caused by the Seller's defective manufacture, defective processing, negligence in manufacture, or failure to manufacture the Goods in accordance with the Specification expressly accepted by the Seller in the Order Confirmation.

4.8 Where the Buyer requests or approves a change to any drawing, dimension, material, finish, tolerance, standard, quantity, delivery date or other requirement, the Seller may revise the Price, delivery date, production sequence or other Contract terms reasonably affected by the change.

4.9 The Buyer warrants that Buyer Information is complete, accurate, suitable and sufficient for the Buyer's intended use and that the Seller's use of Buyer Information for quotation, manufacture, processing, fabrication and supply will not infringe any third-party rights.

4.10 The Buyer is responsible for obtaining all design, engineering, structural, regulatory, installation, safety, Work at Height, environmental, site and end-use approvals required for the Goods and their intended use.

4.11 The Seller shall not be obliged to check, verify or approve the adequacy, suitability, safety, compliance or correctness of Buyer Information, Buyer designs, Buyer drawings, Buyer calculations, Buyer standards, Buyer specifications, Buyer instructions, supporting structures, installation arrangements, fixing methods, site conditions or intended use unless expressly agreed in Writing by a Director before Contract formation.

4.12 Any failure by the Buyer to provide accurate, complete, suitable and timely Buyer Information, drawing approval, site information, standards information or other required information may entitle the Seller to suspend performance, revise delivery dates, revise pricing or decline to proceed with the affected work in accordance with these Conditions.

4.13 The Seller's manufacture, fabrication, processing, supply, quotation, drawing reproduction, drawing amendment, technical query response or production communication shall not create any professional duty of care, professional adviser relationship or assumption of responsibility for design, engineering, structural adequacy, compliance, installation, site conditions, loading or fitness for purpose.

4.14 Where any design, engineering, structural, architectural, surveying, compliance consultancy, load calculation, fitness-for-purpose assessment, product selection advice, installation design, site suitability assessment or similar professional service is required, the Buyer must appoint a suitably qualified and appropriately insured professional at the Buyer's own cost.

4.15 No Professional Services or Professional Indemnity Assumption. The Buyer acknowledges that the Seller does not provide, and the Contract does not include, any professional design, engineering, structural, architectural, surveying, compliance consultancy, load calculation, fitness-for-purpose assessment, product selection advice, installation design, site suitability assessment or similar professional service. Nothing in this clause excludes or limits the Seller's responsibility for defective manufacture, defective processing, negligence in manufacture, or failure to manufacture the Goods in accordance with the Specification expressly accepted by the Seller in the Order Confirmation.

5. Fabricated Products, Access Products and Customer-Approved Drawings

5.1 This clause gives additional protections for ladders, platforms, walkways, gantries, handrails, guardrails, access structures, brackets, supports, fixings, base plates, GRC brackets, timber connectors, bespoke fabrications and similar access, fabricated or project-specific products. This clause applies where such Goods are supplied as part of the Contract and only to the extent relevant to the Goods supplied. It applies in addition to the manufacturer-only, Buyer Information and drawing approval obligations in Clause 4.

5.2 For products covered by this clause, the Buyer is solely responsible for all project information, site information, dimensions, surveys, measurements, levels, datum points, access heights, fixing locations, surrounding structures, clearances, obstructions, interfaces, service routes, site restrictions, environmental conditions and changes in site conditions.

5.3 The Buyer is solely responsible for the design, geometry, configuration and suitability of the Goods, including dimensions, layout, pitch, angles, openings, clearances, support positions, fixing positions, connection details, access requirements, handrails, guardrails, toe plates, platforms, gates, fall protection, rescue access and any safe system of access required for the intended use.

5.4 The Buyer is solely responsible for identifying, calculating and verifying all loads and load combinations, including imposed loads, point loads, wind loads, dynamic loads, impact loads, maintenance loads, rescue loads, vibration, frequency of use, number of users, environmental exposure and any temporary or accidental loading condition.

5.5 The Buyer is solely responsible for the structural adequacy, strength, stability and suitability of all supporting structures, roofs, walls, floors, steelwork, masonry, concrete, foundations, interfaces, fixings, anchors, bolts, brackets, weld points and connection details into or onto which the Goods are installed, fixed, supported or connected.

5.6 The Buyer is solely responsible for selecting and verifying all fixings, anchors, supports, foundations, connection methods, installation methods, site supervision, lifting, access equipment, temporary works, permits, method statements, risk assessments, installer competence, inspection after installation, commissioning, maintenance, periodic examination, repair, replacement, user instructions, signage, rescue arrangements and ongoing safe use.

5.7 The Buyer is solely responsible for identifying and ensuring compliance with all applicable legislation, regulations, British Standards, European Standards, Eurocodes, industry guidance, customer standards, site rules and project requirements, including Work at Height requirements and any standard applicable to the Goods or their intended use.

5.8 The Seller shall manufacture the Goods to any British Standard, European Standard, Eurocode, customer specification or project requirement only where that requirement has been expressly identified by the Buyer and expressly accepted by the Seller in the Order Confirmation as part of the manufacturing scope. Unless expressly agreed in Writing by a Director, such acceptance is limited to manufacture against the accepted requirement and does not constitute design verification, structural approval, Work at Height approval, installation approval, load approval or confirmation that the Goods, design, access arrangement, supporting structure or intended use are safe, suitable or compliant for the Buyer's project.

5.9 The Seller's Quotation, comment, drawing, fabrication drawing, approval drawing, manufacturing drawing, cutting list, material schedule, production query, drawing amendment, delivery of Goods or manufacture of Goods shall not constitute design advice, engineering advice, professional advice, structural approval, load approval, site approval, Work at Height approval, standards compliance approval or confirmation that the Goods are safe or suitable for any particular site, use, load, structure, installation or end purpose.

5.10 Sales, estimating, technical, drawing and production staff are not authorised to accept design responsibility, provide professional advice, approve structural adequacy, confirm Work at Height compliance, confirm compliance with any British Standard or give fitness-for-purpose assurances for any Goods, fabricated product, drawing, access product, bracket, fixing arrangement or supporting structure. Any such responsibility must be accepted only in accordance with Clause 15.14.

5.11 The price charged by the Seller for products covered by this clause is calculated on the basis that the Seller is manufacturing, processing, supplying or fabricating only and is not accepting design, engineering, professional advice, structural adequacy, installation, Work at Height, British Standards, site compliance or fitness-for-purpose responsibility. Nothing in this clause excludes or limits the Seller's responsibility for defective manufacture, defective processing, negligence in manufacture, or failure to manufacture the Goods in accordance with the Specification expressly accepted by the Seller in the Order Confirmation.

6. Standards, Manufacturing Tolerances, Welding and Finishing

6.1 Goods and Services shall be supplied to the Specification expressly accepted by the Seller and to normal accepted commercial tolerances for the relevant material and manufacturing process unless tighter criteria are agreed in Writing.

6.2 Processes may include cutting, bending, welding, thermal cutting, machining, drilling, tapping, milling, turning, bandsaw cutting, cropping, punching, press braking, plate bending, rolling, forming, grinding, linishing, sanding, belt finishing, edge dressing, deburring and chamfering.

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Stainless UK Ltd
Newhall Road Works, Newhall Road
Sheffield, South Yorkshire, S9 2QL
Company No. 01981236 | VAT No. GB 438 9898 70

Written by: Michael Booth, Business Manager
Approved for Issue by: Tim Wells, Managing Director

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6.3 Distortion, flatness, straightness, angular variation, weld appearance, slot elongation, hole distortion, spring-back, surface marking and process marks are not defects where consistent with the agreed Specification, applicable accepted standard or normal commercial practice.

6.4 Deburring means removal of manufacturing burrs only. It does not include chamfering, radiusing, edge softening, polishing, cosmetic finishing, enhanced hand-safe finishing or preparation for public-facing, retail, food, hygiene, playground or end-user-contact environments unless expressly specified, priced and accepted before manufacture.

6.5 Welding standards, execution class, inspection level, non-destructive testing, Responsible Welding Coordinator requirements, Welding Procedure Specification requirements, UKCA or CE marking and third-party inspection apply only to the scope expressly stated by the Buyer and expressly accepted by the Seller in the Order Confirmation, and only for the manufacturing, processing or fabrication scope accepted. Any such acceptance does not constitute design verification, structural approval, site suitability approval, installation approval or fitness-for-purpose confirmation unless expressly stated in Writing by a Director.

6.6 Manufacturing Tolerances, Inspection and Process Capability. Unless expressly agreed otherwise in Writing prior to order acceptance, Goods shall be manufactured in accordance with the Specification accepted by the Seller, applicable agreed standards, and normal accepted commercial tolerances appropriate to the material, product type, manufacturing process, inspection method and intended application. Where specific tolerances, dimensional requirements, geometric tolerances, surface finish requirements, cosmetic standards, inspection levels, testing requirements or acceptance criteria are required by the Buyer, such requirements must be clearly identified before order acceptance and expressly accepted by the Seller in the Order Confirmation.

In the absence of such agreement, the Seller's standard manufacturing processes, inspection controls, process capabilities, Quality Management System procedures and accepted commercial practices shall apply. Minor variations in dimensions, appearance, finish, flatness, straightness, squareness, angularity, distortion, weld appearance, edge condition and manufacturing characteristics shall not constitute a defect where such variation is consistent with the agreed Specification, applicable standards or accepted commercial practice. The Seller's Quality Management System, Process Procedures, Technical Review procedures, inspection procedures and documented production controls may be relied upon by the Seller as evidence of normal accepted commercial practice, process capability and manufacturing control.

6.7 Enhanced Inspection, Tolerance and Finish Requirements. Enhanced dimensional tolerances, specialist inspection requirements, cosmetic appearance standards, architectural finishes, decorative finishes, enhanced edge preparation, enhanced hand-safe finishing, radiusing, polishing, surface blending, specialist packaging, customer witness inspection, third-party inspection, certification or testing requirements apply only where expressly identified by the Buyer and accepted by the Seller in Writing prior to order acceptance. Such requirements may result in additional charges, revised delivery dates, additional inspection requirements or additional production controls.

6.8 Manufacturing Capability and Feasibility. The Buyer acknowledges that manufacture is undertaken using the Seller's standard machinery, tooling, process capability, inspection methods and production controls unless otherwise expressly agreed in Writing. Where requirements exceed the Seller's normal manufacturing capability, inspection capability, tooling capability, material availability or production capacity, the Seller reserves the right to decline the work, revise the quotation, revise the delivery period or propose an alternative manufacturing solution.

6.9 Additional and Repeat Testing. Where inspection, testing, certification, witness inspection, non-destructive testing, load testing, laboratory testing or similar activities are expressly included within the Specification or Order Confirmation, the cost of such inspection, testing or certification shall be included in the Price unless expressly stated otherwise. Where Goods fail any inspection, test or certification requirement due to the Seller's defective manufacture, defective processing or failure to comply with the accepted Specification, the Seller shall bear the reasonable cost of any required repeat inspection, testing or certification directly attributable to that non-conformity. Where additional, repeat or supplementary inspection, testing, certification, investigation, witness inspection, third-party review or laboratory assessment is requested by the Buyer beyond the agreed scope, or is required as a result of a Buyer change, Buyer instruction, Buyer delay, revised Specification, revised drawing, customer requirement, customer complaint which is not substantiated, or any matter not caused by the Seller's breach of Contract, the Buyer shall reimburse the Seller for all reasonable costs

incurred. Where the Goods, Services, certification, traceability records or manufacturing processes are subsequently found to comply with the Contract and accepted Specification, the Buyer shall reimburse the Seller for the reasonable cost of the additional inspection, testing, investigation, certification review, third-party assessment and associated activities.

7. Certification, Traceability, Marks, QR Codes and Controlled Documents

7.1 Certification Documents, test certificates, declarations, Letters of Conformity, EN 10204 certificates, mill certificates, inspection records, UKCA or CE documentation, traceability records, QR codes, digital references, marks and logos apply only to the Goods, Services, processes, inspection scope, certification scope and standards expressly requested by the Buyer, accepted by the Seller in Writing and confirmed in the Order Confirmation. No Certification Document confirms design adequacy, site suitability, installation compliance, structural adequacy, Work at Height compliance or fitness for purpose unless expressly stated in Writing by a Director.

7.2 Mill Certificates, Material Certificates, EN 10204 Certificates, Letters of Conformity and Traceability Records. Mill certificates, material certificates, EN 10204 certificates, Letters of Conformity, declarations, inspection records, traceability records and similar documents are provided only where expressly requested by the Buyer and included within the Order Confirmation, or where otherwise required by law and reasonably available. Such documents are provided as records of material origin, material grade, traceability, inspection, testing, process control or conformity against the manufacturing, processing, fabrication or supply scope expressly accepted by the Seller in the Order Confirmation. Such documents are not design certificates, engineering certificates, structural certificates, site suitability approvals, installation approvals, Work at Height approvals, compliance consultancy outputs or fitness-for-purpose confirmations.

The provision of any such document shall not extend the Seller's obligations beyond the manufacture, processing, fabrication or supply scope expressly accepted in the Order Confirmation.

UKCA marking applies only where applicable to the supplied product and only where the relevant UKCA marking requirement is expressly included within the accepted scope of supply. CE marking, CE conformity documentation, declarations, Letters of Conformity, EN 10204 certificates, mill certificates, inspection records, traceability packs and similar documents apply only where expressly requested by the Buyer and included within the Order Confirmation, or where otherwise required by law and reasonably available.

Where welded fabricated products are supplied under the Seller's UKCA-certified manufacturing controls, that certification applies only to the relevant manufacturing, welding, fabrication or execution scope covered by the applicable approval. It does not constitute design approval, structural approval, installation approval, Work at Height approval, site suitability approval, regulatory approval or fitness-for-purpose confirmation.

The provision of UKCA marking, CE documentation, declarations, Letters of Conformity, EN 10204 certificates, mill certificates, inspection records, traceability packs or similar documents shall not extend the Seller's obligations beyond the manufacturing, processing, fabrication, welding, inspection, certification or supply scope expressly accepted in the Order Confirmation.

7.3 Certification and Documentation Charges. Where certification, traceability records, mill certificates, material certificates, inspection records, EN 10204 documentation, declarations, Letters of Conformity or similar documents are expressly included within the Order Confirmation, they shall be supplied as part of the agreed scope.

Where such documentation is requested after order acceptance, after manufacture, after delivery or outside the scope originally accepted by the Seller, the Seller may charge reasonable document-retrieval, administration, review, verification, certification-review, reissue and document-preparation costs.

The Seller shall have no obligation to provide documentation not expressly included in the accepted scope or which is no longer reasonably available, except where required by law and where provision remains reasonably practicable.

7.4 Where the Goods include fixings, anchors, bolts, nuts, washers, screws, studs, threaded bar, brackets or other fasteners, any requirement for full test certification, EN 10204 certification, batch traceability, manufacturer test records, mechanical test data, chemical analysis or similar documentation must be expressly identified before quotation and included within the Order Confirmation. Unless expressly agreed otherwise in Writing before Contract formation,

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documentation available for such items may be limited to a Certificate of Conformity confirming product description, grade and nominal size only. A Certificate of Conformity confirming product description, stated grade and nominal size is not a mill certificate, EN 10204 inspection certificate, mechanical test report, chemical analysis, batch certificate, heat or cast record, proof-load certificate, installation approval, design verification or confirmation of load capacity or fitness for purpose. The Seller shall not be responsible for the later unavailability of certification not requested and included within the Order Confirmation at the point of order.

7.5 The Buyer shall not alter, amend, reuse, reproduce, remove, misrepresent or distribute any Certification Document, logo, mark, digital reference or QR code in a way that could misstate conformity, origin, traceability, approval, test status or responsibility.

7.6 The Seller may suspend supply, withhold documents or refuse continued performance where certification, traceability, approval, logo use or quality-record integrity cannot be assured.

7.7 Buyer Information and Intellectual Property Rights. The Buyer warrants that the Seller's possession, use, reproduction, conversion, processing and incorporation of Buyer Information for the purposes of performing the Contract will not infringe the intellectual property rights, confidentiality rights or other rights of any third party. The Buyer shall indemnify the Seller against all claims, losses, liabilities, damages, costs and expenses arising from any allegation that the Seller's authorised use of Buyer Information in accordance with the Contract infringes the rights of a third party, except to the extent that the claim results from the Seller's unauthorised use of that information outside the purposes of the Contract.

All intellectual property rights owned by either party before the Contract shall remain the property of that party. Except as expressly agreed in Writing, nothing in the Contract shall transfer ownership of any intellectual property right from one party to the other. The Buyer grants the Seller a non-exclusive, royalty-free licence to use, reproduce, convert and process Buyer Information to the extent reasonably necessary to prepare Quotations, Manufacturing Drawings, production information and to manufacture, process, supply and deliver the Goods.

7.8 Seller Manufacturing Information, Tooling and Know-How. Unless expressly agreed otherwise in Writing, all intellectual property rights in any tooling, jigs, fixtures, gauges, templates, manufacturing methods, cutting data, nesting arrangements, CNC programmes, robotic programmes, production programmes, process routes, production notes, manufacturing documents and manufacturing know-how created, developed or used by the Seller shall remain the property and confidential information of the Seller.

Payment by the Buyer towards tooling, setup, programming, development or production costs shall not transfer ownership or intellectual property rights in those items unless the Order Confirmation expressly states otherwise. The Seller shall not be required to provide its internal manufacturing information, programmes, methods, process documentation, pricing calculations or commercially confidential information to the Buyer.

8. Price, VAT, Payment, Interest and Credit Control

8.1 The Price is the price stated in the Order Confirmation, exclusive of VAT, duties, import charges, export charges, packaging, pallets, stillages, transport, insurance, storage and additional costs unless expressly included.

8.2 The Seller may adjust the Price to reflect material increases in labour, materials, energy, transport, duties, tariffs, exchange rates, Buyer changes, incomplete information, delayed Release Instructions, revised Call-Off Schedules, expired supplier quotations, Reserved Materials, storage, handling, financing or delay caused by the Buyer, provided the adjustment reflects reasonable additional cost and does not duplicate recovery elsewhere.

8.3 Payment is due within thirty days of delivery unless otherwise agreed. Time for payment is of the essence.

8.4 The Buyer shall pay without set-off, deduction, counterclaim or withholding except as required by law.

8.5 Where payment is late, the Seller may claim statutory interest, compensation and reasonable debt recovery costs available for late commercial payments, or any other lawful contractual remedy.

8.6 The Seller may suspend work, deliveries, credit facilities, certification documents or further performance if sums are overdue or the Buyer's credit position deteriorates.

8.7 The Seller may set, vary or withdraw credit limits, require deposits, require payment in advance, require stage or milestone payments, invoice Completed Goods awaiting call-off, invoice Buyer-specific Reserved Materials, suspend further supply where a credit limit is reached or exceeded, require additional security or a guarantee, withdraw credit terms where payment or creditworthiness deteriorates, and apply payments against the oldest debt or another debt selected by the Seller where lawful. Overdue storage charges, committed material charges and call-off invoices are subject to the same interest, compensation and recovery rights as other unpaid invoices.

8.8 Payment Methods. The Seller may accept payment by bank transfer, debit card, credit card, card payment link, online payment platform, cash where permitted, or any other payment method approved by the Seller. The Seller reserves the right to refuse, restrict, change or withdraw any payment method at any time. Any costs, fees or charges associated with commercial payment cards, overseas transactions, foreign currency transactions, third-party payment services or other non-standard payment methods may be charged to the Buyer where permitted by law and where disclosed before payment is accepted. No additional charge shall be imposed on a consumer solely for using a standard consumer debit card or consumer credit card where prohibited by law. Cleared funds must be received before Goods are released unless credit terms have been agreed in Writing.

9. Delivery, Collection, Offloading and Customer Responsibilities

9.1 All delivery dates, collection dates, production dates, lead times and programme dates are estimates only unless expressly confirmed in Writing by a Director as binding. Time shall not be of the essence. Subject to Clause 12.1 and to the extent permitted by law, the Seller shall not be liable for customer penalties, labour waiting time, contractor costs, project delay costs, loss of profit, liquidated damages, loss of production or other indirect or consequential losses arising from delayed delivery, collection, production or performance.

9.2 Risk passes when the Goods leave the Seller's premises, are made available for collection or are handed to a carrier, whichever occurs first. The Seller may rely upon delivery signatures, carrier records, delivery photographs, vehicle-tracking information, collection records, proof-of-delivery systems and other contemporaneous records as evidence of delivery, condition and quantity supplied unless proven otherwise.

9.3 The Buyer shall ensure that suitable access, unloading facilities, lifting equipment, competent personnel and safe working space are available at the delivery location before delivery is scheduled. The Buyer shall provide all information reasonably necessary for safe delivery, collection, unloading, Site attendance or Site Services, including known hazards, permit requirements and any other matter likely to affect performance of the Contract.

9.4 Unless expressly agreed in the Order Confirmation, delivery shall be made to the nearest safe and reasonably accessible external unloading point at the delivery address. The Seller's employees, drivers, carriers and delivery contractors are not required to enter private dwellings, internal rooms, buildings, restricted work areas or any location beyond the agreed delivery point.

9.5 The Seller's employees, drivers, carriers and delivery contractors shall not be required to manually handle, carry, position, install, assemble, lift, fix or place Goods beyond the agreed delivery point unless expressly included within the accepted scope of supply. Where the Buyer requests or undertakes manual unloading, manual lifting or movement of the Goods, the Buyer shall be responsible for planning, supervising and safely carrying out that activity, except to the extent that any loss, damage, injury or liability is caused by the Seller's negligence, breach of Contract or any liability that cannot lawfully be excluded or restricted.

9.6 The Buyer shall ensure that all lifting equipment, unloading equipment, access equipment, forklifts, cranes, HIABs, slings, chains, lifting accessories and unloading arrangements used by or on behalf of the Buyer are suitable, legally compliant, properly maintained and operated by competent persons. The Seller may refuse delivery, collection, loading, unloading, Site attendance or commencement of work, or may stop work already commenced, where conditions or arrangements are unsafe, unlawful, unsuitable or materially different from those previously disclosed. Such refusal, suspension or stoppage shall not constitute a breach of Contract.

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9.7 Any vehicle, trailer, crane, HIAB or other equipment used by or on behalf of the Buyer to collect Goods must be suitable for the Goods, roadworthy, legally compliant, appropriately insured and, where applicable, hold a valid MOT or other required inspection or operating certification. The vehicle must be operated by competent and appropriately licensed personnel. The Seller may refuse loading where it reasonably considers the vehicle, equipment, load plan or collection method unsafe, unsuitable or unlawful.

9.8 Where the Buyer or its carrier collects the Goods, the Buyer or carrier is responsible for selecting a suitable vehicle and for the final positioning, distribution, restraint and security of the load before the vehicle leaves the Seller's premises. The driver must inspect and confirm that the load is suitable and secure before departure. The Seller may refuse release where the proposed arrangement is unsafe or plainly unsuitable. Nothing in this clause excludes responsibility which the Seller cannot lawfully exclude for its own loading activities.

9.9 The Buyer shall ensure that its drivers and collection personnel comply with the Seller's site rules and instructions. No person may climb onto a vehicle, trailer, load or Goods at the Seller's premises unless expressly authorised and a suitable, risk-assessed means of access and fall protection has been provided. The Seller may stop loading or require the person or vehicle to leave the premises where this requirement is breached.

9.10 Before quotation and order acceptance, the Buyer shall notify the Seller of any maximum individual lift weight, maximum pack weight, bundle weight, bundle configuration, lifting arrangement, vehicle restriction, unloading restriction, crane, forklift or lifting limitation, manual-handling limitation or Site-access restriction. Where the Buyer requires a specific maximum individual-item weight, pack weight, bundle weight, bundle configuration or lifting arrangement, this must be expressly stated before quotation and included in the Order Confirmation. Unless expressly notified and accepted before Contract formation, the Seller may package, bundle and dispatch Goods in commercially reasonable quantities and bundle sizes appropriate to manufacture, storage, transport and delivery. Any subsequent request to split, repack, re-band or alter the Goods may result in additional charges and revised delivery arrangements.

9.11 The Seller shall not be responsible for additional labour, equipment, re-banding, splitting of bundles, repackaging, reloading, redelivery, failed delivery, part unloading, waiting time or other additional costs arising from restrictions, requirements or limitations not disclosed before order acceptance. Where delivery cannot be completed due to Site restrictions, lack of access, unsuitable unloading arrangements, absence of suitable lifting equipment, absence of competent personnel, refusal to accept delivery, Buyer delay or any other matter outside the Seller's reasonable control, the Seller may charge reasonable waiting time, storage charges, transport costs, rehandling costs, redelivery charges, abortive attendance costs and associated administrative costs.

9.12 The Seller may use independent carriers and delivery contractors. Unless expressly agreed otherwise in Writing, any delivery time, tracking information or arrival estimate provided by a carrier is indicative only and does not create a binding delivery commitment by the Seller.

9.13 The Seller shall not be liable for delay, disruption, failure to meet any estimated date, additional cost or delay-related loss arising from a Force Majeure Event, an operational disruption described in Clause 14, a Buyer act or omission, supplier or subcontractor failure, material shortage or any other matter beyond the Seller's reasonable control. The Seller may exercise the rights in Clause 14, including a reasonable extension of time, revised delivery dates, suspension, partial or instalment delivery, allocation of available materials or production capacity, or cancellation of the affected and unperformed part of the Contract.

9.14 Where the Buyer fails to take delivery, provide adequate instructions, issue a Release Instruction, collect Goods, postpones delivery or otherwise causes the Seller to hold Goods or Contract-related materials, the Seller may store them at the Buyer's risk and charge reasonable storage, handling, preservation, transport, redelivery, rehandling, administration and disposal costs. If the failure continues after reasonable written notice, the Seller may sell, reuse, dispose of or otherwise deal with the Goods or materials where lawful and reasonable, giving credit for any net proceeds received. Title remains subject to Clause 10 and payment remains due.

9.15 The Seller may deliver in instalments or make partial deliveries and invoice each separately. A delay, shortage, defect or non-conformity affecting one instalment shall not entitle the Buyer to reject another instalment or terminate the whole

Contract unless the matter substantially deprives the Buyer of the benefit of the Contract and termination cannot lawfully be excluded.

9.16 Free-Issue Materials remain at the Buyer's risk except to the extent that loss or damage is caused by the Seller's negligence.

10. Retention of Title

10.1 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full in cleared funds for the Goods and all other sums then due from the Buyer to the Seller.

10.2 Until title passes, the Buyer shall hold the Goods as bailee for the Seller and shall: (a) store the Goods separately from goods belonging to the Buyer or any third party where reasonably practicable; (b) keep the Goods clearly identifiable as the Seller's property; (c) not remove, obscure, alter or interfere with any identification mark, label, batch reference, certificate reference, QR reference or traceability reference; (d) keep the Goods properly stored, protected, maintained and insured against all usual commercial risks for their full replacement value; (e) not pledge, charge, encumber or otherwise grant security over the Goods; and (f) notify the Seller immediately if the Goods are moved, stored at another site, incorporated into a project, or held by any third party.

10.3 The Buyer may resell or use the Goods in the ordinary course of business before title passes, provided that such right shall end immediately if payment is overdue, insolvency risk arises, the Buyer suspends or threatens to suspend payment of its debts, the Buyer enters or is likely to enter administration, liquidation, receivership, restructuring, any insolvency process or creditor arrangement, or the Seller gives notice withdrawing that right.

10.4 The Buyer shall, on request, provide the Seller with reasonable information to identify the location, condition, status and onward supply position of any unpaid Goods, including any relevant site address, project reference, customer reference, storage location, delivery note, batch reference, traceability reference or person in possession of the Goods.

10.5 The Seller may require the Buyer to return any unpaid identifiable Goods immediately. Where lawful and reasonable, the Seller and its authorised representatives may enter the Buyer's premises on reasonable notice, or request access to any premises where the Goods are stored, installed or held, to inspect, identify, label, segregate, protect, remove or recover unpaid Goods.

10.6 The Buyer shall procure reasonable access for the Seller to any premises controlled by the Buyer, its customer, contractor, subcontractor, warehouse provider, carrier or other person holding the Goods, where such access is necessary to inspect, identify, protect or recover unpaid Goods. The Buyer shall provide all reasonable assistance required by the Seller for that purpose.

10.7 If the Seller recovers Goods under this clause, the Buyer shall be liable for all reasonable costs of inspection, identification, segregation, access, removal, transport, storage, insurance, administration, legal advice and recovery, together with any shortfall remaining after the Seller has given credit for the net value of any recovered Goods.

10.8 Nothing in this clause is intended to create an unregistered charge over proceeds of sale, mixed goods, transformed goods or goods irreversibly incorporated into any structure, product or project. If Goods are resold, mixed, transformed, installed or irreversibly incorporated before title has passed, the Seller shall retain its claim for the unpaid price and any other lawful remedy.

10.9 Contractual Lien. The Seller shall have a contractual lien and right of retention over any Goods, materials, free-issue materials, tooling, equipment, documentation, certificates or other property of the Buyer lawfully in the Seller's possession from time to time as security for payment of all sums due or becoming due from the Buyer to the Seller under the Contract or any other contract between the Buyer and the Seller. The Seller may retain possession of such property until all outstanding sums have been paid in full in cleared funds. Where any sum remains unpaid following reasonable written notice, the Seller may exercise any lawful remedy available in connection with that lien, including recovery of reasonable storage, handling, administration and legal costs.

11. Inspection, Defects, Remedies and Unauthorised Work

11.1 The Buyer shall inspect the Goods immediately upon delivery or collection and before use, installation, modification, processing, onward supply or incorporation into any structure, assembly or project. Apparent defects, shortages, damage, incorrect quantities, incorrect dimensions, incorrect grades, incorrect finishes, incorrect certification or other visible non-conformities must be notified in Writing within three Business Days of delivery or collection. Failure to provide such notice may restrict the Buyer's remedies to the extent the delay prejudices the Seller's ability to investigate, verify, inspect, recover, repair, replace, rework or otherwise deal fairly with the claim. Goods shall not be used, installed, modified, processed, supplied onward or incorporated into any structure before the Buyer has carried out a reasonable inspection. Latent defects must be notified in Writing within fourteen days after the Buyer first discovers, or ought reasonably to have discovered, the relevant defect.

11.2 Claims for alleged transit damage, shortage or packaging damage must, where reasonably practicable, be supported by photographs of the Goods, packaging, labels and condition on arrival, together with the delivery note and details of any qualification recorded on the proof of delivery. The Buyer must retain the affected Goods and packaging for reasonable inspection.

11.3 The Buyer must not use, install, alter, process, modify, repair or allow third-party work on allegedly defective Goods before giving the Seller a reasonable opportunity to inspect.

11.4 Where a valid non-conformity is accepted by the Seller, the Seller may repair, replace, rework, give a proportionate credit or refund the affected Goods.

11.5 The Seller is not liable for unauthorised rework, removal, refitting, recall, installation, shutdown, delay or third-party costs incurred without the Seller's prior written approval.

11.6 Storage, Handling, Installation, Modification and Onward Use. The Seller shall not be liable for any loss, damage, failure, deterioration or non-conformity arising after delivery from incorrect or unsuitable storage, handling, lifting, transport, installation, assembly, fixing, anchoring, welding, cutting, drilling, modification, alteration, repair, maintenance, cleaning, misuse, overloading, impact, corrosion, contamination, environmental exposure or use that is inconsistent with the Specification or the intended conditions expressly identified in the Order Confirmation.

The Buyer is responsible for ensuring that all persons handling, installing, modifying, maintaining or using the Goods are suitably competent and follow the approved project information, applicable instructions and relevant legal, regulatory and safety requirements. Any unauthorised modification, repair, alteration, installation or incorporation of the Goods may invalidate any remedy otherwise available to the Buyer to the extent that the modification or activity caused or contributed to the alleged defect, damage or failure.

11.7 Optional Pre-Delivery Inspection. Where the Contract provides for inspection, witness inspection, testing or approval before delivery, the Buyer may attend the Seller's premises at its own cost within seven Business Days after notification that the Goods are ready for inspection. Failure by the Buyer to attend within that period shall not prevent the Seller from dispatching, delivering, invoicing or otherwise performing the Contract. Any inspection or attendance by the Buyer shall not relieve the Buyer of its obligations under these Conditions nor create any additional responsibility on the Seller beyond the Specification expressly accepted in the Order Confirmation.

12. Liability, Exclusions, Indemnities and Claim Period

12.1 Nothing in these Conditions shall limit or exclude the Seller's liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, deliberate default, defective products to the extent liability cannot lawfully be excluded or limited, or any other liability which cannot lawfully be excluded or limited.

12.2 Subject to Clause 12.1, the Seller shall not be liable for any loss of profit, loss of revenue, loss of business, loss of production, loss of use, loss of opportunity, loss of contract, loss of goodwill, loss of anticipated savings, delay loss, site standstill, programme disruption, customer penalties, liquidated damages, third-party economic claims, indirect loss, consequential loss, special loss or similar economic or project-related loss, whether arising in contract, tort, negligence,

breach of statutory duty, misrepresentation, restitution or otherwise, and whether or not such loss was foreseeable, except to the extent such exclusion is not permitted by law.

Subject to Clause 12.1, the Seller shall not be liable for removal, refitting, recall, crane costs, access equipment costs, labour downtime or third-party costs unless such costs are directly and reasonably incurred as a necessary consequence of defective manufacture by the Seller, could not reasonably have been avoided by the Buyer, are notified to the Seller promptly, and are approved by the Seller in Writing before being incurred, such approval not to be unreasonably withheld where the costs are proportionate and directly attributable to the Seller's defective manufacture.

Where urgent action is reasonably required to prevent death, personal injury, property damage or a serious safety risk, the Buyer may take reasonable emergency steps without prior written approval, provided the Buyer notifies the Seller as soon as reasonably practicable and preserves evidence of the alleged defect and costs incurred. This Clause 12.2 does not exclude the repair, replacement, rework, credit or refund remedies expressly available under Clause 11.4 or Clause 12.3 for defective or non-conforming Goods or Services.

12.3 Subject to Clause 12.1, where the Buyer has a valid claim arising from defective manufacture, defective processing, non-conforming Goods or defective Services, the Seller's liability shall be limited, at the Seller's reasonable option and where practicable having regard to the nature of the defect and the affected Goods or Services, to repair, replacement, rework, a proportionate credit or refund of the affected Goods or Services in accordance with Clause 11.

12.4 Subject always to Clause 12.1 and subject to Clauses 12.2 and 12.3, the Seller's total aggregate liability for all claims arising out of or in connection with the Contract, whether in contract, tort, negligence, breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed the lesser of: (a) the Contract Value; or (b) £25,000.

Before Contract formation, the Buyer may request a higher liability cap or additional contractual protection. Any such request must be made in Writing and shall be subject to Director approval, assessment of the relevant commercial and insurance risk, revised pricing, additional conditions and written agreement. If no higher cap is agreed, the Buyer acknowledges that the standard cap reflects the price charged, the manufacturing-only scope accepted by the Seller, the remedies available under these Conditions and the Buyer's ability to insure risks not expressly accepted by the Seller.

The parties agree that this cap is reasonable having regard to the manufacturing-only scope of the Contract, the Contract value, the price charged, the parties' respective responsibilities, the availability of insurance, the exclusions in Clause 12.2, the remedies available under Clause 11 and Clause 12.3, and the Buyer's ability to request a higher liability cap before Contract formation. Any higher liability cap shall apply only where expressly agreed in Writing by a Director following assessment of the relevant risk, scope, price and commercial terms, and may be subject to revised pricing, additional conditions, additional insurance requirements or further written agreement.

12.5 The limit in Clause 12.4 applies in aggregate to all claims arising out of or in connection with the same Contract and shall not apply separately to each claim, event, default, defect, delivery, instalment or cause of action.

12.6 The Buyer acknowledges and agrees that: (a) the Price has been calculated on the basis that the Seller acts only as manufacturer, processor, fabricator and supplier and does not accept design, engineering, professional advice, installation, site suitability, structural adequacy, Work at Height, compliance or fitness-for-purpose responsibility; (b) the limitations and exclusions in these Conditions are reasonable having regard to the nature of the Goods and Services, the Contract value, the parties' respective responsibilities, the allocation of risk, the remedies available under these Conditions, the availability of alternative suppliers, and the Buyer's ability to insure risks not assumed by the Seller; and (c) the Buyer is responsible for obtaining appropriate insurance for design risk, installation risk, site risk, programme delay, site standstill, loss of production, loss of use, third-party liabilities, customer penalties, Work at Height risk, project-specific compliance risk and other losses or liabilities not expressly accepted by the Seller.

12.7 The Buyer shall indemnify the Seller against all losses, damages, liabilities, claims, demands, proceedings, costs and expenses, including reasonable legal and professional costs reasonably incurred, arising out of or in connection with any matter to the extent caused by, arising from or contributed to by: defective, incomplete, inaccurate, unsuitable, inconsistent or unlawful Buyer Information; customer-supplied designs, drawings, specifications, calculations, standards or instructions; the Buyer's selection of, or failure to identify, applicable standards, regulations or project requirements; site

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information, site conditions, installation arrangements, fixing methods, supporting structures, loading assumptions, intended use, end-user requirements, approval of drawings, unauthorised modification, misuse, unsafe installation, onward supply, incorporation of the Goods into any structure or product, or any claim by the Buyer's customer, end user or any third party arising from any of those matters.

The indemnity shall not apply to the extent the relevant loss, liability, claim, cost or expense is caused by the Seller's defective manufacture, defective processing, negligence, breach of the Specification expressly accepted in the Order Confirmation, or any liability which cannot lawfully be excluded or limited.

12.8 Subject to Clause 12.1, claims relating to apparent defects must be notified in accordance with Clause 11.1. Subject to liabilities that cannot lawfully be excluded or limited, no claim may be brought and no legal proceedings may be commenced more than twelve months after delivery of the relevant Goods or completion of the relevant Services. In the case of a latent defect which could not reasonably have been discovered earlier despite reasonable inspection, no claim may be brought and no legal proceedings may be commenced more than twelve months after the Buyer first became aware, or ought reasonably to have become aware, of the material facts giving rise to the claim.

13. Termination and Suspension

13.1 Without affecting any other right or remedy, either party may terminate the Contract by notice in Writing if the other party commits a material breach and, where the breach is capable of remedy, fails to remedy it within a reasonable period specified in written notice. For Call-Off Orders, Blanket Orders, Release Instructions, missed final call-off dates, unpaid storage, repeated delivery postponements or failure to take delivery, the Seller may terminate only the affected and unperformed balance after giving reasonable written notice unless the breach is incapable of remedy or urgent action is reasonably required.

13.2 The Seller may suspend performance or terminate the Contract, in whole or in part, if the Buyer fails to pay any sum when due, suspends or threatens to suspend payment of debts, becomes insolvent or subject to administration, liquidation, receivership, restructuring, creditor arrangement or similar process, ceases or threatens to cease business, or persistently defaults under the Contract.

13.3 The Seller may suspend performance or terminate the affected and unperformed part of the Contract where continued performance would be unlawful, restricted by sanctions, affected by material ethical, modern-slavery, bribery, fraud, environmental, health and safety, certification, product-safety or regulatory risk, or where the Seller loses any necessary certification or approval required for the accepted scope. Where the issue is capable of remedy, the Seller shall, where reasonably practicable, give the Buyer reasonable notice and an opportunity to remedy.

13.4 On termination, and except to the extent that termination results from the Seller's material breach, the Buyer shall pay for all conforming Completed Goods, Services properly performed, reasonably usable work in progress, materials reasonably and irrevocably purchased or committed specifically for the Contract, approved subcontracted work, and reasonable storage, handling, financing, preservation, resale and administration costs incurred up to termination. The Seller shall take reasonable steps to mitigate its losses and shall give credit for materials, work in progress or Goods subsequently reused, recovered or resold, less reasonable handling, processing, storage, resale and administration costs.

13.5 Termination shall not affect accrued rights or liabilities, nor any provision intended to survive termination, including payment, confidentiality, intellectual property, retention of title, liability, indemnity, governing law, jurisdiction, evidence retention and any necessary quality, certification, traceability, product-safety or audit cooperation provisions.

14. Force Majeure and Operational Disruption

14.1 The Seller shall not be liable for any failure or delay in performing any obligation under the Contract, or for any failure to meet any delivery date, collection date, production date, lead time or programme date, where such failure or delay is caused by any Force Majeure Event or any event, circumstance or cause beyond the Seller's reasonable control.

14.2 Force Majeure Events and operational disruptions include, without limitation, supplier failure, subcontractor failure, shortage or unavailability of materials, components or consumables, machinery breakdown, equipment failure, tooling

failure, utility interruption, power failure, gas failure, water failure, IT failure, cyber incident, data loss, labour shortage, illness, absenteeism, transport disruption, carrier failure, port delay, adverse weather, storm, flood, fire, explosion, accident, industrial action, strike, lock-out, epidemic, pandemic, public health restriction, war, terrorism, civil unrest, riot, government intervention, regulatory restriction, trade restriction, import or export restriction, sanctions, embargo, change in law, or any other event beyond the Seller's reasonable control.

14.3 In such circumstances, the Seller shall be entitled to a reasonable extension of time, suspension of performance, revised delivery dates, revised collection dates, revised production dates, partial performance, partial delivery, instalment delivery, allocation of available materials, labour, subcontract support or production capacity between customers, or cancellation of the affected and unperformed part of the Contract without liability to the Buyer.

14.4 The Seller shall use reasonable commercial endeavours to reduce the effect of the Force Majeure Event or operational disruption where reasonably practicable, but shall not be required to obtain replacement materials, labour, transport, subcontract services or production capacity at unreasonable or commercially disproportionate cost.

14.5 Where a Force Majeure Event or operational disruption prevents substantial performance of the Contract for a continuous period of thirty days, either party may terminate the affected and unperformed part of the Contract by giving notice in Writing. On termination, the Buyer shall pay the Seller for all Goods completed, Services performed, work in progress, materials reasonably purchased or committed, subcontracted work and reasonable costs incurred up to the termination date. The Seller shall return any balance previously paid for Goods or Services that will not be supplied, after deducting all sums properly due to the Seller. Termination under this clause shall not affect any right, remedy, obligation or liability that arose before the date of termination.

14.6 A Force Majeure Event or operational disruption shall not relieve the Buyer from its obligation to pay for Goods supplied, Services performed, work in progress, materials purchased or committed, or other sums properly due before or during the Force Majeure Event or operational disruption.

15. Compliance, Export, Sanctions, Confidentiality, Data and General

15.1 The Buyer shall comply with applicable health and safety, environmental, product safety, customs, export control, sanctions, anti-bribery, anti-corruption, fraud prevention, criminal finances, modern slavery, confidentiality, cyber security and data protection obligations.

15.2 Where Goods are supplied for export or international carriage, the Order Confirmation shall identify any agreed Incoterm and version if applicable. Unless expressly stated otherwise in the Order Confirmation, the Buyer is responsible for import clearance, importer-of-record obligations, destination-country approvals, duties, taxes, tariffs, customs-clearance charges, demurrage, storage, port charges, destination legal requirements, end-use and end-user information, and any licences or consents required outside the United Kingdom. The Seller shall provide reasonable country-of-origin, commodity-classification, certification and export information where available and where reasonably required for the accepted manufacturing or supply scope, but the Buyer remains responsible for confirming destination requirements and obtaining approvals for use, importation, installation and onward supply.

15.3 International Trade and Incoterms. Where Goods are supplied internationally and an Incoterm is identified in the Order Confirmation, that Incoterm shall apply only to the extent expressly stated and shall be interpreted in accordance with Incoterms® 2020. Where no Incoterm is stated, the Seller's standard delivery and risk provisions shall apply. The Buyer remains responsible for confirming destination-country requirements, import requirements, end-use restrictions, licences, approvals, permits and compliance obligations unless expressly agreed otherwise in Writing.

15.4 Each party shall keep Confidential Information confidential and shall use it only for the purposes of the Contract. Confidential Information does not include information that is public other than through breach of the Contract, already lawfully known, independently developed without use of the other party's Confidential Information, or lawfully received from a third party without restriction. Either party may disclose Confidential Information where required by law, a regulator, court, certification body, insurer, broker, solicitor, accountant, auditor, carrier, subcontractor, employee or professional adviser on a need-to-know basis. Each party shall apply reasonable security measures to protect Confidential

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Information. This clause survives termination and shall not prevent legitimate quality, certification, insurance, legal, audit or regulatory disclosures.

15.5 Data Protection. Each party shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018, when processing personal data in connection with the Contract. The parties acknowledge that, unless expressly agreed otherwise in Writing, each party acts as an independent controller in respect of personal data it processes for its own business purposes, including customer names, business contact details, delivery information, commercial project information, quotations, orders, correspondence, account administration, delivery arrangements, complaints, quality records, certification records and legal or regulatory compliance. Each party shall ensure that it has a lawful basis for processing personal data, provides any required privacy information, implements appropriate technical and organisational security measures, keeps personal data only for as long as reasonably necessary, and deals appropriately with data subject rights, personal data breaches and regulatory enquiries. The Buyer shall ensure that any personal data it provides to the Seller is accurate and has been provided lawfully. The Seller may process and share relevant personal data where reasonably necessary for quotation, order processing, manufacture, delivery, certification, quality management, accounts, debt recovery, insurance, legal compliance, legal, insurance, accounting or other professional adviser support, subcontracting, carrier arrangements or administration of the Contract. Nothing in these Conditions shall require either party to process personal data unlawfully or in a manner inconsistent with applicable data protection law.

15.6 The Buyer shall not assign, transfer, charge, subcontract or otherwise deal with its rights or obligations under the Contract without the Seller's prior written consent. The Seller may subcontract performance of the Contract, but subcontracting shall not by itself release the Seller from the contractual obligations expressly accepted by the Seller. The Seller may assign or transfer the Contract to a group company, financier, insurer, purchaser of the Seller's business or relevant assets, or any person acquiring substantially all of the relevant business, provided this does not materially reduce the Buyer's contractual rights. Any other assignment by the Seller shall require the Buyer's consent, such consent not to be unreasonably withheld or delayed.

15.7 Notices. Any notice under the Contract must be in Writing and delivered by hand, prepaid first-class post, recorded delivery, courier or email to the address or email address stated in the Quotation, Order Confirmation or last notified in Writing by the receiving party. A party may change its notice details by giving notice in accordance with this clause. Notices delivered by hand are deemed received when delivered. Postal notices sent within the United Kingdom are deemed received at 9.00 am on the second Business Day after posting. Courier notices are deemed received when delivery is confirmed by the courier. Email notices are deemed received when sent, provided no bounce-back or delivery-failure notification is received, but any notice sent after 5.00 pm or on a non-Business Day is deemed received at 9.00 am on the next Business Day. Notices terminating the Contract must be clearly headed as a termination notice. This clause does not apply to service of legal proceedings, which must be served in accordance with applicable procedural rules.

15.8 No waiver is effective unless in Writing.

15.9 Invalid provisions shall be modified or deleted to the minimum extent necessary without affecting the rest of the Contract.

15.10 No person other than the Buyer and Seller has rights under the Contracts (Rights of Third Parties) Act 1999.

15.11 These Conditions constitute the entire agreement except for expressly incorporated written terms. Nothing in these Conditions excludes or limits liability for fraud or fraudulent misrepresentation. Subject to that, the Buyer acknowledges that it has not relied on any statement, representation, assurance or warranty not expressly set out in the Contract, and that any liability for non-fraudulent misrepresentation is excluded or limited only to the extent permitted by law.

15.12 The Contract is governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction.

15.13 Website Terms and Contract Incorporation. The current approved version of these Conditions may be published on the Seller's website and may also be supplied by email, attachment, link, quotation note, order confirmation note or other written method. The version applicable to a Contract shall be the version supplied to the Buyer, made available to the

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Buyer or expressly identified in the Quotation or Order Confirmation before the Contract is formed. Each Quotation and Order Confirmation shall identify the applicable document reference, version number and issue date, and shall refer prominently to the Important Notice to Buyers, the manufacturer-only position, drawing approval obligations, delivery-date limitations, liability limits, excluded losses, indemnities and insurance responsibility provisions. The Buyer acknowledges that a website link, document reference, attachment or other written method giving access to these Conditions before contract formation is sufficient to incorporate these Conditions where the Quotation or Order Confirmation states that the Contract is subject to them. The Seller may amend these Conditions from time to time, but no amendment shall apply retrospectively to an existing Contract unless agreed in Writing by authorised representatives of both parties. The Buyer is responsible for downloading, saving or retaining a copy of the Conditions applicable to the Contract.

15.14 Public Statements and Accreditations. Any statement concerning the Seller's certification, accreditation, approval, membership, manufacturing capability, execution class, welding qualification, Factory Production Control, product conformity or management system applies only to the scope, products, processes, standards, locations and validity period expressly covered by the relevant current certificate or approval. No general website, brochure or promotional statement shall extend the certified or accredited scope or constitute a warranty that every product supplied is certified, UKCA marked, CE marked, manufactured to a particular execution class or covered by a particular standard. Certification, conformity marking, inspection and supporting documentation for particular Goods shall apply only where expressly included in the Order Confirmation.

15.15 Director-Only Authority and No Additional Commitments. No employee, salesperson, estimator, draughtsperson, technician, subcontractor, agent or representative of the Seller has authority to make any representation, warranty, guarantee, assurance, waiver, variation or commitment which extends, alters or overrides these Conditions in relation to design responsibility, engineering responsibility, professional advice, structural adequacy, loading, compliance, certified scope, product suitability, fitness for purpose, delivery performance, programme commitments, liability limits, excluded losses, indemnities, liquidated damages, penalties or any other assumption of additional risk. Any such variation or commitment shall be effective only if expressly agreed in Writing by a Director of the Seller and shall identify the specific clause, obligation or risk being varied. Before any Director approves a contractual deviation involving design responsibility, professional advice, structural adequacy, fitness for purpose, liquidated damages, delay penalties, wider liability, higher liability cap, customer terms or any obligation outside normal manufacturing/fabrication supply, the insurance position must be checked with the company's insurance broker or insurer where appropriate. Any statement, email, drawing note, quotation comment, technical response or other communication made without such Director approval shall not vary the Contract or create any additional obligation on the Seller. Where the Buyer wishes to rely on any assurance, commitment, variation or acceptance of additional responsibility, the Buyer must ensure that it is expressly confirmed in Writing by a Director before Contract formation or before the relevant work proceeds.

15.16 Ethical Trading, Modern Slavery and Responsible Supply Chains. The Seller is committed to conducting business in an ethical, lawful and responsible manner and expects similar standards from its suppliers, subcontractors and business partners. Each party shall comply with all applicable laws relating to modern slavery, human trafficking, forced labour, child labour and ethical business conduct. The Seller may request reasonable information where reasonably necessary to verify compliance with such obligations. Where the Seller reasonably believes, on objective grounds, that continued performance could expose the Seller to material legal, regulatory, certification, ethical, environmental, health and safety or sanctions risk arising from non-compliance, the Seller may suspend performance, require supporting information, require reasonable remedial action or terminate the affected and unperformed part of the Contract. Where the issue is capable of remedy, the Seller shall, where reasonably practicable, give reasonable notice and an opportunity to remedy before termination. Nothing in this clause requires the Seller to undertake open-ended audits, investigations or monitoring activities.

15.17 Anti-Bribery, Corruption and Fraud Prevention. Each party shall comply with all applicable laws relating to anti-bribery, anti-corruption, fraud prevention and criminal conduct. Neither party shall offer, give, request, receive or permit any bribe, inducement, improper payment or unlawful advantage in connection with the Contract. The Seller may suspend performance, refuse supply or terminate the affected and unperformed part of the Contract where it reasonably believes,

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on objective grounds, that continued performance could expose the Seller to material legal or regulatory risk arising from actual or suspected bribery, corruption, fraud or other unlawful conduct.

15.18 Environmental Responsibility and Compliance. Each party shall comply with environmental laws, regulations and statutory obligations applicable to its activities under the Contract. Nothing in this Contract shall constitute a representation, warranty or guarantee concerning environmental performance, sustainability performance, carbon emissions, carbon neutrality, net zero objectives, ESG performance, environmental impact reduction or similar environmental outcomes unless expressly agreed in Writing by a Director.

15.19 Product Safety, Traceability and Recall Cooperation. Each party shall promptly notify the other of any actual or suspected product-safety issue relating to the Goods. The Buyer shall preserve allegedly defective Goods, relevant batch, traceability, installation, handling and use evidence, and provide reasonable cooperation for investigation. Where practicable, neither party shall initiate recall, withdrawal, repair, customer notification or admission of liability relating to the Goods without first consulting the other, except where urgent action is reasonably required to protect health or safety or comply with law. Reasonable recall, withdrawal, repair, investigation and customer-notification costs shall be allocated according to contractual responsibility and subject always to Clause 12. Nothing in this clause creates an automatic obligation on the Seller to pay removal, refitting, recall, third-party or consequential costs.

15.20 Responsible Business Conduct. The Seller may refuse, suspend or terminate the affected and unperformed part of the Contract where it reasonably believes, on objective grounds, that continued involvement could expose the Seller to material legal, regulatory, certification, ethical, environmental, health and safety, sanctions or export-control risk. Any decision under this clause shall be exercised reasonably and in good faith, and where the issue is capable of remedy the Seller shall, where reasonably practicable, provide supporting reasons and a reasonable opportunity to remedy.

16. Contract Incorporation, Quotation and Order Confirmation Caveat

16.1 All Quotations and Order Confirmations are issued only on the basis that the Contract is subject to these Conditions, including the Important Notice to Buyers. Each Quotation and Order Confirmation shall identify the applicable Terms and Conditions document reference, version number and issue date, and shall state clearly that these Conditions, including the Important Notice to Buyers, apply to the Contract before the Buyer places an order or before the Contract is otherwise formed.

16.2 The Seller's manufacturer-only position, the Buyer's responsibility for Buyer Information, design, suitability, standards selection, installation arrangements and drawing approval, and the Seller's liability limits, exclusions and indemnities are set out in these Conditions and apply to every Contract unless expressly varied in Writing by a Director.

16.3 Any purchase order, procurement term, portal term, website term, tender term, delivery instruction, call-off term, invoice term or other Buyer document is accepted only for administrative and commercial order details, including description, quantity, delivery address and price, and shall not apply to alter, replace or add to these Conditions unless expressly agreed in Writing by a Director. The Seller's use of any Buyer portal, platform, procurement system or website is administrative only and shall not constitute acceptance of any Buyer terms displayed or incorporated through that system. The Contract is formed only when the Seller issues its Order Confirmation, and only on these Conditions unless a Director of the Seller signs a written variation expressly identifying the clause or term being varied.

16.4 The Seller shall provide the Buyer with access to the current approved version of these Conditions by attachment, website link or clear document reference before Contract formation. The Seller may rely on the Buyer's placing of an order, approval of drawings, acceptance of an Order Confirmation, taking delivery or other conduct proceeding with the Contract as acknowledgement that these Conditions, including the Important Notice to Buyers, have been brought to the Buyer's attention before or at the time of Contract formation.

END OF TERMS AND CONDITIONS OF SALE, QUOTATION AND SUPPLY

These Terms and Conditions of Sale supersede any previous standard terms and conditions issued by Stainless UK Ltd

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relating to the same Contract and apply to all Quotations, Order Confirmations, Goods and Services unless expressly varied in Writing by a Director of Stainless UK Ltd.

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Approval	
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