

ANGLIA METAL LIMITED

TERMS & CONDITIONS OF SALE

1. CONDITIONS

These Conditions shall govern all sales by the Company. In these Conditions, "**Conditions**" means the terms and conditions of sale set out in this document and any special terms and conditions expressly agreed in writing by the Company, "**the Company**" means Anglia Metal Ltd, "**the Customer**" means the person or company to whom the document is addressed or whose order is accepted by the Company, "**the Goods**" means any goods which are the subject of an order from the Customer to the Company, and "**Specification**" means the Company's standard specification for the Goods from time to time.

2. GENERAL

2.1 Quotations shall be available for acceptance for a maximum period of 30 days from date of issue. The Company reserves the right to withdraw or revise a quotation at any time prior to acceptance of an order based thereon.

2.2 No order shall be deemed accepted until the Company's written acknowledgement of order therefore has been sent to the Customer or the Goods have been despatched to the Customer.

2.3 Variation of these Conditions will not be recognised by the Company unless a director of the Company has specifically accepted them in writing. No servant or agent of the Company has power to vary these Conditions orally or to make representations or promises about the condition of the Goods, their fitness for any purpose or any other matter whatsoever.

2.4 All quotations given and all contracts made by the Company and any additions or amendments thereto shall be subject to these Conditions which supersede and **shall be taken to override any terms and conditions proposed by the Customer**.

2.5 No terms or conditions endorsed upon, delivered with or contained in the Customer's order, commercial correspondence or any similar document, irrespective of the date of receipt thereof by the Company, shall be binding on the Company or will form part of any contract and the Customer waives any right which it otherwise might have to rely on such terms and conditions.

3. PRICES

3.1 Unless otherwise stated, the prices specified in the Company's quotation are inclusive of delivery in the Company's free delivery areas, but exclusive of packing, VAT and any other tax or duties. Quantities delivered may vary by +/- 10% between the ordered and delivered quantities and the Customer shall not be entitled to make any claim in respect thereof. An invoice will be issued for actual quantities delivered and sent to the Customer for each delivery.

3.2 In the event of orders not being accompanied by sufficient information to enable the Company to proceed with the execution thereof forthwith the Company reserves the right to amend the contract prices to cover any increases in costs which have taken place after acceptance of the order.

3.3 Quoted prices are subject to fluctuation in the event of any increase in the cost of labour or in the cost of materials or overheads affecting the cost of supplying the Goods. The Company reserves the right to add any such increased costs to the invoice price of the Goods.

3.4 Prices quoted are subject to review for errors and omissions at any time.

4. TECHNICAL DATA

All drawings, descriptive matter, price lists or advertisements whether or not supplied with a quotation or tender are indicative only and are intended merely to give a general idea of the goods described therein and shall not form part of the contract between the Company and the Customer.

5. PACKING/WIRE/REELS/PALLETS

5.1 Packing will be in accordance with the Company's standard packing unless otherwise specified on order acknowledgement/invoice. The Company reserves the right to make an additional charge for any additional packing costs incurred in meeting any special packing requirements of the Customer.

5.2 The Goods may be delivered to the Customer on pallets, metal stators or reels. The Customer acknowledges that such pallets, metal stators and reels do not form part of the Goods and remain the sole property of the Company. The Company reserves the right to invoice the Customer for all pallets, metal stators and reels delivered to the Customer, if such pallets, metal stators and reels are not returned in good condition with carriage paid within three months of delivery.

5.3 Upon the written request of the Company, the Customer shall from time to time provide details of all pallets, metal stators and reels in its possession, including where applicable identification numbers. Pallets, metal stators and reels bearing the Company's trademarks may only be used for the Goods and may in no case be used for any other goods or products.

6. RESERVATION OF COPPER

6.1 The Customer may request the Company to make reservations of copper on its behalf, for the manufacture of the Goods to be delivered to the Customer. If the Company accepts, the Company shall make reservations of copper on behalf of the Customer for the quantities of copper and the reservation periods agreed by the Company with the Customer, and the Customer irrevocably undertakes to purchase from the Company, by or before the end of the agreed period of reservation and in accordance with the schedule agreed; quantities of the Goods representing at least the quantity of copper reserved by the Company on its behalf, failing which the Customer may at the latest 3 days before the end of the period of reservation request in writing the extension of the period for the quantity of copper reserved in respect of which it has not ordered the Goods.

6.2. If the Company accepts to extend the period, the Customer shall indemnify the Company for all costs and expenses incurred by the Company in connection therewith, including without limitation the financial cost to the Company calculated at the EURIBOR 1 year base rate (as published by Reuters Index page "EURIBOR 01") applicable during the period of the extension plus 2%. If the Customer does not ask for an extension or request an extension after the deadline fixed above, or the Company refuses an extension, the Customer will indemnify the Company on first demand for the purchase cost of the outstanding quantities of copper reserved for the Customer but not ordered by the Customer (based on the price actually paid therefore by the Company) as well as for all related costs, expenses and losses incurred or suffered by the Company in connection with the reservation.

7. DELIVERY

7.1 The Company will endeavour to deliver the Goods to the Customer on the date or dates specified by the Company at the time of order but the time for delivery shall not be of the essence of the contract. In no circumstances shall the Company be liable for any loss or damage sustained by the Customer in consequence of failure to deliver by the agreed date or in consequence of any other delay in delivery howsoever caused.

7.2 If the delivery date, terms of delivery, colour, and design of the Goods or any other particulars necessary for the making of the Goods are not specified in the contract, the Customer shall provide such particulars in reasonable time to allow the performance of the contract.

7.3 If the Customer fails to take delivery on the agreed date the Company shall be entitled to store and insure the Goods and to charge the Customer the reasonable costs of so doing.

7.4 Unless otherwise agreed, delivery shall be deemed to take place when the Goods are made available for off-loading at the Customer's premises.

7.5 Unless otherwise specified in the Company's quotation or tender, the price quoted includes delivery by any method of transport at the Company's option within the Company's free delivery areas. The Company reserves the right to invoice the Customer for any additional delivery costs incurred in meeting any special delivery requirements of the Customer.

8. FORCE MAJEURE

The Company shall be under no liability for any failure or delay in the performance of any of its obligations under the contract if and to the extent that the failure is caused by act of God, governmental restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute, shortages of fuel, labour or materials, breakdown of machinery, storm, flood, tempest, or any other matter (whether or not similar to the foregoing) outside the control of the Company. If the total or partial suspension of the contract shall exceed two months the contract may be cancelled by either party on written notice.

9. PAYMENT

9.1 Unless otherwise agreed by the parties in writing, payment shall be due and payable 30 days from the date of the Company's invoice. Payment shall be made by the Customer without any set-off, counterclaim or deduction whatsoever. The time for payment shall be of the essence of the contract.

9.2 If the Customer shall default in payment, the Company shall be entitled, without prejudice to any other right or remedy, to do all or any of the following:-

9.2.1 To suspend any or all further deliveries under the contract and under any other contract or contracts between the Company and the Customer then current, without notice;

9.2.2 To charge interest on any amount outstanding at the rate of 3% per annum above the base rate of Barclays Bank plc, such interest being charged as a separate, continuing obligation not merging with any judgment, together with any statutory debt recovery costs;

9.2.3 To serve notice on the Customer requiring immediate payment for all Goods supplied by the Company under this and all other contracts with the Customer whether or not payment is otherwise due;

9.2.4 To sue for the price of the Goods even though title may not have passed to the Customer.

9.3 If it is necessary for the Company to instruct solicitors and/or a debt recovery agency to effect recovery of the amounts outstanding, then such costs incurred by the Company in so doing shall be borne by the Customer.

10. PASSING OF PROPERTY AND RISK

10.1 The Goods shall remain the sole and absolute property of the Company and title in them shall not pass to the Customer until such time as the Customer shall have paid to the Company the full price for the Goods.

10.2 Until such time as title in the Goods passes to the Customer, the Customer will store the Goods on its premises separately from the Customer's own property and the property of any other person and in a manner which makes the Goods properly identifiable as the Goods of the Company.

10.3 The Company may recover Goods in respect of which title has not passed to the Customer at any time and the Customer irrevocably licences the Company, its officers, employees and agents to enter upon any premises of the Customer, with or without vehicles, for the purpose of recovering any Goods in respect of which title has not passed to the Customer.

10.4 The Customer's right to possession of the Goods shall cease if the Company's rights under Clause 12 become exercisable.

10.5 Until such times as title in the Goods passes to the Customer, the Customer shall hold the Goods as fiduciary agent and bailee of the Company. During such time, the Customer is licensed by the Company to sell the Goods provided that:-

10.5.1 The entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies, and

10.5.2 The Customer does not commit the Company to any liability to the person dealing with the Customer.

10.6 If the Customer has not received the proceeds of any such sale it shall within seven days of a request from the Company, assign to the Company all rights against the person or persons to whom the Customer had supplied the Goods.

10.7 Risk in the Goods shall pass to the Customer on delivery. Delivery shall take place in accordance with condition 7.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 If a claim is made against the Customer for infringement of a valid third party patent issued in the European Union arising directly from the use of the Goods by the Customer, the Company at its own expense shall conduct any ensuing litigation and all negotiations for a settlement of the claim and will bear the costs of any payment (either by way of a lump sum or a continuing royalty payment) made in settlement, or as a result of an award in a judgment against the Customer in the event of litigation, subject to the limits fixed below and provided that:-

11.1.1 The Customer gives the Company prompt notice of such claim being made or action threatened or brought against the Customer;

11.1.2 The Customer allows the Company to assume sole authority to conduct the defence or settlement of such claim or any negotiations related thereto at the Company's expense;

11.1.3 The Customer provides the Company with all reasonable information, co-operation and assistance requested by the Company in connection with such claim; and

11.1.4 The Customer refrains from making any admission and/or settlement without the Company's prior written consent.

11.2 If it is made a condition of any settlement made by the Company, or judgment awarded against the Customer pursuant to Condition 11.1, the Customer shall return or destroy, as applicable, all infringing Goods under its control subject to the Company at its option either (i) replacing the infringing Goods by non infringing Goods; or (ii) procuring a license to the Customer to use the Goods on reasonable conditions; or (iii) if (i) or (ii) are not feasible for technical or economic reasons, refunding to the Customer the purchase price of the Goods less straight line depreciation of the Goods over 15 years from the date of delivery.

11.3 The foregoing states the entire liability of the Company to the Customer and the Customer's sole and exclusive remedies against the Company in connection with claims based on the infringement by the Goods of any third party patent. Furthermore the

liability of the Company pursuant to this Condition 11 is expressly limited to the purchase price of the infringing Goods and the Company shall not be liable for any indirect, special, incidental or consequential losses or damage, including but not limited to loss of use of the Goods.

11.4 The provisions of this Condition shall not apply to any claims based on (i) the Company's compliance with the Customer's design, drawings or specifications; or (ii) use of the Goods in a manner or for a purpose which was not foreseeable; or (iii) the assembly, function or use of the Goods in conjunction with a product not supplied by the Company; or (iv) the modification of the Goods by the Customer or by a third party; or (v) infringement arising in a country other than the country where the Goods are delivered to the Customer as provided for in the contract or purchase order.

12. DEFAULT

12.1 If the Customer:

12.1.1 fails to make payment in accordance with condition 9; or

12.1.2 breaches the terms of the contract and, where the breach is capable of remedy, fails to remedy the breach within 14 days of receiving notice requiring the breach to be remedied; or

12.1.3 becomes subject to a voluntary arrangement under Section 1 of the Insolvency Act 1986, becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, passes a resolution for its winding up or has a petition presented to any court for its winding up or for any administration order; or

12.1.4 enters into any composition or arrangement (whether formal or informal) with its creditors, has a bankruptcy order made against it, is the subject of an application for an interim order under Section 253 of the Insolvency Act 1986, has an interim receiver of its property appointed under Section 286 of the Insolvency Act 1986; or

12.1.5 enters into a voluntary arrangement under Clause 4 of the Insolvent Partnership Order 1994 (the "Order"), has a petition presented to any court for its winding up under Clause 8 or 9 of the Order, has a petition presented to any court for an administration order under Clause 7 of the Order, has presented a petition for winding up under Clause 10 or 11 of the Order or presents a joint bankruptcy order under Clause 12 of the Order, or

12.1.6 Where the Customer is an individual or partnership, circumstances arise which, in the reasonable opinion of the Company, are the same or similar as the circumstances listed in conditions 12.1.3 to 12.1.5 above;

then the Company may cancel and/or suspend any contract with the Customer without liability to the Customer and payment for all Goods supplied to the Customer shall become payable forthwith.

13. LIEN

The Company shall have a general lien in respect of all sums due from the Customer upon all Goods to be supplied to such Customer or upon which work has been done on the Customer's behalf and, upon 14 days written notice to the Customer, may sell such Goods and apply the proceeds towards the satisfaction of any sums due to the Company from the Customer.

14. GUARANTEE

14.1 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979 or Part 1 of the Consumer Protection Act 1987) are, to the fullest extent permitted by law, hereby excluded.

14.2 The Company guarantees that all Goods supplied by the Company to the Customer shall remain free from defects in material and workmanship for a period of twelve (12) months from date of delivery. The Company's sole liability and the exclusive remedy of the Customer for defects in the Goods at the time of delivery shall be the repair or replacement by the Company of defective Products or defective parts thereof free of charge. The Company shall be under no liability under the foregoing guarantee if:

14.2.1 The Customer has not paid for the Goods in full and cleared funds; or

14.2.2 The Goods are not in their original state or have been modified; or

14.2.3 The defect is apparent from an inspection of the Goods at the time of delivery and the Customer has failed to notify the Company within the time limit specified in condition 14.5; or

14.2.4 In the case of defects not apparent on inspection, the Company has not been notified of the defect as soon as reasonably practical following discovery and in any event within twelve (12) months of delivery.

14.3 All claims under the foregoing guarantee must be submitted in writing with full details and samples of the defective Goods.

14.4 Delivery schedules signed on behalf of the Customer shall be conclusive evidence of receipt of the Goods described therein. The Customer shall note any claim for short delivery or for damage to the Goods on the delivery schedule at the time of delivery or collection. The Customer shall confirm claims for short delivery in writing to the Company's Head Office within three (3) working days of receipt of the Goods. Any claims for non-delivery of the Goods shall be notified to the Company within 10 working days of the scheduled delivery date. If short delivery does take place the Customer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

14.5 The Customer will notify the Company within ten (10) working days of receipt of any damaged or defective Goods where such defect is apparent on inspection (as detailed in condition 14.2.3) and the Company will arrange for collection at its own expense. More generally, the Customer will notify the Company within ten (10) working days of receipt of any claim that the Goods do not comply with the order. If no notice is received by the Company from the Customer within the stated ten (10) working day period, the Customer shall be deemed to have accepted the Goods and shall no longer be entitled to reject the Goods.

14.6 Compliance with the requirement for notification within the stated period shall be a condition precedent to any claim for short delivery, damaged or defective Goods or other non-compliance with the order.

15. EXCLUSION OF LIABILITY

15.1 Nothing in these Conditions shall be deemed to exclude or limit liability for;

15.1.1 Death or personal injury to the extent caused by the negligence of the Company, its employees or agents;

15.1.2 Fraud or fraudulent misrepresentation;

15.1.3 Any other liability the exclusion of which is forbidden by law.

15.2 Further, under no circumstances whatever shall the Company be liable for the following losses, whether by way of indemnity or arising from breach of contract, tort (including negligence), or otherwise, and whether or not flowing directly, indirectly, or as a consequence of such breach, tort or other cause (and each sub-clause intended to be severable):-

15.2.1 Indirect losses or any losses special to the particular circumstances of the Customer;

15.2.2 Any costs incurred in connection with the removal of defective Goods and the installation of repaired or substituted Goods;

15.2.3 Damage to property;

15.2.4 Loss of profits or anticipated profits;

15.2.5 Loss of revenue or wasted expenditure;

15.2.6 Loss of goodwill or reputation; or

15.2.7 Loss of anticipated savings.

15.3 Without prejudice to conditions 15.1 and 15.2, the Company's aggregate liability arising out of or in connection with any contract or purchase order whether based on breach of contract, statutory warranty, the law of tort or negligence, or otherwise, shall in no event exceed 2 times the price of the Goods with respect to which a claim is made, in addition to the cost of repair or replacement of such defective Goods, and the Customer agrees to insure adequately to cover claims in excess of such amount. For the purposes hereof, the price shall be the price at which the Goods are invoiced by the Company to the Customer, less the cost of copper.

15.4 The prices offered for the Goods are calculated on the basis of the limitations of liability set out herein and accordingly where the Customer wishes the Company to alter the liability provisions herein, the Company shall re-quote based on any agreed revised liability provisions.

16. ASSIGNMENT

All contracts entered into between the Company and the Customer after communication of these Conditions are entered into as principals and the Customer shall not be entitled to assign the benefit or burden of it or of any interest in it without the prior written consent of the Company. The Company shall be entitled to sub-contract the whole or part of its obligations under the contract and to assign its interest in the contract.

17. SEVERABILITY

If any of the provisions contained in these Conditions shall be or become void in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by other provisions corresponding as closely as possible to the void provisions.

18. NOTICES

Any notice required to be given pursuant to these Conditions shall be in writing and sent by registered post with return receipt requested.

19. WAIVER

19.1 A failure by the Company to exercise, or a delay in exercising, any right or remedy under these Conditions shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the Company may otherwise have and no single or partial exercise of any right or remedy under these Conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

19.2 Any waiver by the Company of a breach of any of the terms of these Conditions or of any default under these Conditions shall not be deemed a waiver by the Company of any subsequent breach or default and shall not affect the other Conditions.

20. THIRD PARTY RIGHTS

A person who is not a party to the contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these Conditions. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

21. LAW AND JURISDICTION

These Conditions and the construction thereof and the sale of the Goods pursuant thereto shall be governed by English Law (excluding its rules of conflict of laws) and the parties submit to the exclusive jurisdiction of the English Courts.