

Carrington Wire Limited CONDITIONS OF TRADING

INTERPRETATION

1.1 In these Conditions and in every Quotation and Acknowledgement of Order given by the Company the following words shall have the following meanings:

“the Company” means Carrington Wire Limited (Registered number 00200934) trading as Carrington Wire Elland, Carrington Wire Cardiff or such other trading name as notified to the Customer from time to time.

“the Customer” means the person(s) partnership firm company or other party or organisation with whom or with which the Company contracts for the purchase of the Material.

“the persons for whom the Company contracts” includes without limitation every sub-contractor employee carrier and agent on behalf of whom the Company contracts.

“the Material” means the Material or goods the subject of the Contract (including any part or parts of them).

“the Contract” means any contract between the Company and the Customer for the purchase and sale of Material incorporating these Conditions.

“Incoterms” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the contract is made.

“these Conditions” means these terms and conditions as from time to time amended.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

2. QUOTATIONS AND SPECIFICATIONS

2.1 All quotations by the Company are given on the basis that the Contract will not come into existence until confirmation by the Company (in accordance with 3.6 below) has been given by the Company on receipt of the Customer’s order. The Contract will be subject to these Conditions.

2.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Material within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

2.3 If the Material is to be manufactured or any process is to be applied to the Material by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company’s use of the Customer’s specification.

2.4 The Company reserves the right to make any changes in the specification of the Material which are required to conform with any applicable statutory or E.U. requirements or, where the

Material is to be supplied to the Customer’s specification, which do not materially affect their quality or performance.

3. APPLICATION OF THESE CONDITIONS

3.1 These are the sole Conditions applicable to all Contracts between the Company and the Customer to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any quotation, purchase order, acknowledgement of order, specification or other document) at any time in the past or future put forward by or on behalf of the Customer and to the exclusion of all representations outside these Conditions.

3.2 No terms or conditions endorsed upon, delivered with or contained in the Customer’s purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

3.3 No variation of these Conditions or representations about the Material shall be effective unless agreed in writing and signed by either a Director or the Secretary of the Company and these Conditions shall continue to apply notwithstanding that the quantity of Material supplied, the price at which it is supplied or, the terms of sale or payment differ from those originally quoted by the Company. Nothing in this Condition will exclude or limit the Company’s liability for fraudulent misrepresentation.

3.4 Every term condition and stipulation in the Customer’s order form which would conflict with or in any other way vary qualify negative or supplement these shall not be applicable to any order placed with the Company unless there is a specific variation in accordance with 3.3 above.

3.5 Each order for Material by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Material subject to these Conditions.

3.6 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order (whether by fax, email or letter) is issued by the Company or (if earlier) the Company delivers the Material to the Customer.

4. INSTALMENTS

Each part delivery or instalment of Material shall be deemed to be sold under a separate Contract and any default by the Company in respect of any part delivery or instalment shall not entitle the Customer to treat the Contract(s) in respect of any balance or instalment remaining to be delivered as having been repudiated.

5. AGENT

The Customer warrants that in so far as it contracts with the Company other than as a purchaser of the Material it does so as agent of the purchaser of the Material so that the said purchaser is bound by the terms of the Contract and by these Conditions as if it were the Customer.

6. SUB-CONTRACTORS

Contracts may be performed in whole or in part by the Company or by any sub-contractor (which shall include any carrier or other agent appointed by the Company) and the Company enters into every Contract for itself and as agent of and trustee for each sub-contractor and every employee or agent of the Company and of any such sub-contractor all of whom shall be entitled to the benefit of the Contract and (subject to the other provisions of these Conditions in relation to carriers only) shall be under no greater liability to the Customer or anyone claiming through the Customer than is the Company.

7. DELIVERY

7.1 Save where the Material is exported and to the extent the provisions of Condition 8 below apply delivery shall be deemed to take place as specified in this Condition 7.1.

(a) If the Company agrees itself to deliver the Material the delivery shall be deemed to take place when the Material is tendered for off-loading by the Company at the place agreed for delivery.

(b) If delivery in accordance with 7.1(a) above is delayed as the result of any act or omission by the Customer or his employee or agent delivery shall be deemed to take place at the time agreed for delivery or if no such time is agreed at the time when delivery would have taken place but for the said act or omission.

(c) If the Customer agrees to arrange collection of the Material delivery thereof shall be deemed to take place when loading of the Material on to the collecting vehicle is complete or if collection is delayed as a result of any act or omission by the Customer or his employee or agent at the time agreed for collection.

(d) If the Company agrees to arrange delivery of the Material through a carrier (whether appointed by the Company or the Customer) delivery shall be deemed to take place when the loading of the Material onto any carrier's vehicle is complete or if collection is delayed as a result of any act or omission of the Customer or the carrier at the time agreed for collection.

7.2 Neither the Company nor the persons for whom the Company contracts shall be under any obligation to provide plant power or labour required for unloading which shall be provided by the Customer at its expense and if use is made of the services of any employee of or of any plant or equipment belonging to or the responsibility or in the control of the Company or of any of the persons for whom the Company contracts such use shall be at the sole risk of the Customer who shall indemnify and keep indemnified the Company and the persons for whom the Company contracts against all losses, costs, claims, expenses and liabilities resulting from such use howsoever arising and for any defect to the said plant or equipment.

7.3 Except to the extent that the Company has guaranteed in writing a price for the Material or date of availability of the Material there shall be no guarantee warranty or condition as to the price or date of availability of the Material.

7.4 Any dates specified by the Company for delivery of the Material are intended to be an estimate and time for delivery shall not be made of the essence by notice. The Company may deliver the Material in advance of the quoted delivery date on giving notice to the Customer. If no dates are so specified, delivery will be within a reasonable time.

7.5 If for any reason the Customer, its agent or any carrier will not accept delivery of any of the Material when it is ready for delivery, or the Company is unable to deliver the Material on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Material will pass to the Customer (including for loss or damage caused by the Company's, or any of the persons for whom the Company contracts, negligence) and the Customer shall insure the Material for its full Contract price;

(b) the Material will be deemed to have been delivered in accordance with Condition 7.1 and the Customer shall become liable to pay the full Contract price; and either

(c) the Company may return to its site and store the Material until delivery whereupon the Customer will be liable for all

related costs and expenses (including, without limitation, storage, return freight, costs of redelivery and insurance) or

the Company may sell the Material at the best price readily obtainable and (after deducting all storage, return freight and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract. 7.6 Any receipt for the Material, or signed delivery documentation received by the Company or its agent, carrier or other supplier from the Customer or from any carrier acting for the Customer or from any other person into whose custody or control the Material is placed in performance of the Contract shall be indisputable evidence of the quantity and condition of the Material and the acceptance of the Material by the Customer or the carrier or any other such person on behalf of the Customer.

7.7 Whilst the Company will use all reasonable endeavours to match as closely as production processes allow the exact weights ordered by the Customer the Customer acknowledges that the weight of the raw material used to manufacture the Material can vary and it is not financially economical for the Company to process part of such raw material and hence the manufacture of the raw material as a whole will result in discrepancies (which may be over or under) in the weights ordered by the Customer. These variances in weight are accepted in the trade and therefore the Customer shall not be entitled to object to or reject the Material or any of it by reason of the surplus or shortfall and shall pay the Contract price for the Material and the quantity so delivered shall be deemed to be the quantity ordered and shall not for the avoidance of doubt be deemed to be the delivery of incorrect Material.

7.8 The Material shall be delivered by the Company to the Customer on formers, reels and/or spools which, at the cost of the Customer, shall be returned to the Company undamaged as soon as possible following delivery of the Material. If the formers, reels and/or spools are not returned to the Company undamaged within a reasonable time or within sixty days of delivery of the Material to the Customer the cost of the formers, reels and/or spools will be charged to the Customer in addition to the price of the Material.

7.9 Once the Material is delivered pursuant to any of Conditions 7.1(b) to 7.1(d) the liability of the Company whether for non-delivery, shortages, delay or damage to the Material during transit shall cease and the Customer (subject to Condition 9.3) shall be solely responsible for any such delay, shortage, non-delivery of Material or, Material damaged during transit (whether arising as a result of inadequate storage, treatment, transportation or otherwise).

7.10 Unless otherwise agreed by the Company in writing it is the responsibility of the Customer to arrange packaging during transit and the Company or any person for whom the Company contracts shall not be liable for any Material which is damaged, lost or destroyed as a result of inadequate or unsuitable packaging whether by the Customer or its agent or any carrier (whether appointed by the Company or the Customer) unless such packaging was previously recommended by the Company in writing.

8. EXPORT TERMS

8.1 Delivery of the Material manufactured for export from the United Kingdom shall take place as specified in the Contract.

8.2 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions or the Contract, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

8.3 Where the Material is supplied for export from the United Kingdom, the provisions of this Condition 8 shall (subject to any special terms agreed in writing between the Customer and the Company) apply, unless the context otherwise requires, in addition to and without prejudice to any other provision of these Conditions.

8.4 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Material into the country of destination and for the payment of any duties on it.

8.5 Unless otherwise agreed in writing between the Customer and the Company, the Material shall be delivered fob the air or sea port of shipment and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

8.6 The Customer shall be responsible for arranging for testing and inspection of the Material at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Material which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit howsoever delivered.

8.7 Where the Material is delivered to a carrier (whether appointed by the Company or the Customer), an agent of the Customer or collected by the Customer for shipment or otherwise the liability of the Company shall cease upon delivery or collection (as applicable) and the Customer shall be solely responsible for the Material as provided in Condition 7.9.

8.8 Unless otherwise agreed by the Company in writing prior to the acknowledgement of the Customer's order or delivery of the Material to the Customer (whichever is the earlier) pursuant to Condition 3.6 payment of all amounts due to the Company shall be made by irrevocable letter of credit opened by the Customer in favour of the Company and confirmed by a bank in the United Kingdom acceptable to the Company or, if the Company has agreed in writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to the Company of a bill of exchange drawn on the Customer payable 60 days after sight to the order of the Company at such branch of Bank of Scotland in England as may be specified in the bill of exchange.

9. NON-DELIVERY AND CANCELLATION

9.1 Neither the Company nor the persons for whom the Company contracts shall under any circumstances whatsoever be liable for:

(a) non-delivery in whole or in part of any Material unless within 48 hours (excluding any Sunday, Good Friday, Christmas Day or Bank Holiday) of the advised intended or actual time as the case may be of delivery or collection the Customer delivers to the Company and the carrier (if applicable) written notice of such non-delivery and thereafter in the case of partial non-delivery affords the Company reasonable opportunity to witness a recount of the Material;

(b) any delivery of incorrect Material (ie, not the Material set out in the order) not indicated on the receipt or other delivery documents (if any) referred to in 7.6 of these Conditions unless within 2 working days of such delivery, the Customer delivers to the Company written notice thereof at the address specified on the invoice and thereafter affords to the Company reasonable opportunity to examine the Material;

(c) any delay in delivery unless a specified delivery date has been agreed with the Customer in writing;

(d) any delay in delivery, non-delivery or delivery of incorrect Material if such delay, non-delivery or delivery of

incorrect Material is as a result of any act or omission of the Customer or;

(e) any delay in delivery, non-delivery or delivery of incorrect Material where this is due to any cause beyond the Company's reasonable control.

9.2 The quantity of any consignment of Material as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer or its agent on delivery unless the Customer can provide conclusive evidence proving the contrary.

9.3 Where the Material is delivered to a carrier in accordance with Condition 7.1(d) or 8.7 the Company shall not be liable for any delay in delivery, non-delivery or loss or damage arising during carriage pursuant to Condition 7.9, save that the Company may in its discretion and at the cost of the Customer and so far as it is legally able assign to the Customer such rights as it may have against the carrier (subject to compliance by the Customer with the provisions of Condition 9.1) to the Customer.

9.4 Any liability of the Company for non-delivery of the Material or delivery of the incorrect Material shall be limited to replacing the Material within a reasonable time or issuing a credit note at the *pro rata* Contract rate against any invoice raised for such Material.

9.5 Subject to the other provisions of these Conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery, non-delivery or the incorrect delivery of the Material (even if caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract.

9.6 The Customer shall not be entitled to cancel any order for Material without the written consent of the Company. If the Company consents to such cancellation the Customer shall indemnify the Company against all costs, losses, claims and expenses it incurs as a result of the cancellation.

9.7 Without prejudice to Condition 9.6 if prior to cancellation the Company has contracted to purchase any raw materials to manufacture the Material the Customer shall be obliged to pay the full Contract price less any sale proceeds received by the Company following the sale of the Material by the Company to a third party at the best price reasonably obtainable.

10. PRICE

10.1 The price for the Material shall be the price set out in the Contract.

10.2 The Company shall be entitled to increase the Contract price of the Material to take into account foreign exchange fluctuation, currency regulations, alteration of duties, increases in costs of labour, raw materials, overhead charges or changes made to the Contract at the request of the Customer (including without limitation delivery dates, quantities or specifications for the Material) or such other events beyond the Company's reasonable control which occur between the date when the Contract price was agreed and the time when performance of the Contract is complete provided that where the price (except where increased as a result of the Customer's requested changes) is materially different to that which has previously been agreed the Customer shall have the right upon 1 month's notice to terminate the Contract.

10.3 All duties taxes (including value added tax) and similar charges and all costs of loading, unloading, carriage and insurance payable in respect of the Material shall be for the account of the Customer except to the extent that the Contract price is stated to specifically include such charges.

11. PAYMENT

11.1 Unless otherwise agreed between the Company and the Customer in writing, accounts are payable in full in cash or cleared funds on the 25th day of the month following the month of actual or deemed delivery of the Material whichever first occurs. In the event of any amount due under any Contract between the Company and the Customer remaining unpaid after the due date the Company shall be entitled also to interest thereon whether before or after judgment at the rate from time to time provided under the Late Payment of Commercial Debts (Interest) Act 1998 and shall be without prejudice to the Company's other rights and remedies to suspend outstanding deliveries under that or any other such Contract and recover without notice and at the Customer's risk all or any Material supplied to the Customer.

11.2 Time for payment shall be of the essence.

11.3 No payment shall be deemed to have been received until the Company has received cleared funds.

11.4 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract howsoever arising despite any other provision.

12. RETENTION OF TITLE

12.1 The Material is at the risk of the Customer from the time of delivery.

12.2 Ownership of the Material shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Material ; and
- (b) all other sums which are or which become due to the Company from the Customer on any account.

12.3 Until ownership of the Material has passed to the Customer, the Customer must:

- (a) hold the Material on a fiduciary basis as the Company's bailee;
- (b) store the Material (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Material;
- (d) maintain the Material in satisfactory condition and keep it insured on the Company's behalf for its full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company; and
- (e) hold the proceeds of the insurance referred to in condition 12.3(d) on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

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

- (a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and
- (b) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

12.5 The Customer's right to possession of the Material shall terminate immediately if:

(a) the Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performance any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

(c) the Customer encumbers or in any way charges any of the Material.

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

12.7 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Material is or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

13. QUALITY

13.1 The Company warrants that (subject to the other provisions of these Conditions) upon delivery the Material will:

(a) be of satisfactory quality within the meaning of the Sale of Goods Act 1994; and

(b) be reasonably fit for any particular purpose for which the Material is being bought if the Customer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgement of the Company.

13.2 The Company shall not be liable for a breach of any of the warranties in Condition 13.1 unless:

(a) the Customer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier or haulier, within 7 days of the time when the Customer discovers or ought to have discovered the defect;

(b) the Company is given a reasonable opportunity after receiving the notice of examining such Material and the Customer (if asked to do so by the Company) returns such Material or relevant samples of the Material to the Company's place of business at the Company's cost for the examination to take place there; and

(c) the Material alleged to be defective is kept separate from the other goods of the Customer and in reasonable and suitable conditions.

13.3 The Company shall not be liable for a breach of any of the warranties in Condition 13.2 if:

(a) the Customer makes any further use of such Material after giving such notice; or

(b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Material or (if there are none) good trade practice; or

(c) the Customer defaces, alters or repairs the Material without the written consent of the Company; or

(d) the defect arises after the Material has been delivered to a carrier appointed by the Company, save that the provisions of Condition 9.3 will apply; or

(e) where the carrier is appointed by the Customer or the Customer collects the Material, the defect arises after the Material has been collected by the Customer or its carrier or agent; or

(f) the defect arises as a result of fair wear and tear, or the wilful damage, negligence or abnormal working conditions of the Customer; or

(g) the total price for the Material has not been paid on the due date for payment; or

(h) the defect arises from any drawing, design or specification supplied by the Customer.

13.4 The warranties given in Condition 13.1 do not extend to parts, materials or equipment not manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

13.5 Subject to Conditions 13.2, 13.3 and 13.4, if any of the Material does not conform with any of the warranties in Condition 13.1 the Company shall at its option repair or replace such Material (or the defective part) or refund the price of such Material at the *pro rata* Contract rate provided that, if the Company so requests, the Customer shall, at the Company's expense, return the Material or the part of such Material which is defective to the Company.

13.6 If the Company complies with Condition 13.5 it shall have no further liability for a breach of any of the warranties in Condition 13.1 in respect of such Material.

14. LIMITATION OF LIABILITY

14.1 Subject to Condition 13, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(a) any breach of the Contract or these Conditions; and

(b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

14.2 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) are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

14.4 Subject to Conditions 14.2 and 14.3:

(a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £500,000; and

(b) the Company shall not be liable to the Customer for any indirect, direct or consequential loss or damage (all three items include without limitation loss of profit, loss of business, depletion of goodwill and like loss), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

15. TERMINATION

The Company shall without prejudice to its other rights and remedies be entitled in any of the following events to terminate wholly or in part any or every Contract between the Company and the Customer or to suspend further deliveries under any or every such Contract:

(a) if the Customer fails to take delivery of any Material under any Contract between the Company and the Customer; or

(b) if the Customer becomes insolvent or suffers any event as provided in Condition 12.5 or if the Company has reasonable cause to believe that any of these events are likely to occur then the Company shall be entitled to exercise its aforementioned rights of termination or suspension at any time during which the event of default giving rise thereto has not ceased or been remedied and in the event of any suspension the Company shall be entitled as a condition of resuming delivery under any Contract between the Company and Customer to require pre-payment of or such security as the Company require for payment of the price of any further delivery.

(c) if the Customer is in the opinion of the Company in material breach of the Contract or these Conditions.

16. SET OFF

16.1 The Customer shall not be entitled to withhold or deduct payment of any amount payable to the Company under any Contract either by way of set-off, counterclaim, discount, abatement or otherwise because of any disputed claim by the Customer in respect of defective Material or any other alleged breach of the Contract nor shall the Customer be entitled to set off against any amount payable to the Company under any Contract any monies which are not then presently payable by the Company or for which the Company disputes liability.

16.2 The Company shall at anytime in its absolute discretion be entitled to set off, counterclaim, abate or discount any monies owed by it to the Customer against any monies (howsoever arising) owed by the Customer to the Company.

17. GENERAL

17.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.2 Should any delay occur in completion or partial completion of any Contract as the direct or indirect result of an act of God, war, riot, civil commotion, strike, lockout, industrial dispute or other local disturbances or restriction, fire, the elements, explosion, or failure of plant or machinery, Acts, orders or regulations of the Government, delay on the part of any supplier, shortage of raw materials, failure on the part of the Customer or any carrier, or any other cause beyond the reasonable control of the Company, or of any persons for whom the Company contracts then any express or implied time for completion of the Contract shall be extended for a reasonable time having regard to the effect of the delaying cause on the performance of the Contract or the Company shall have the right to cancel the Contract or reduce the volume of material ordered by the Customer without liability.

17.3 All Contracts shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

17.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

17.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

18. COMMUNICATIONS

18.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission or electronic mail:

(a) (in case of communications to the Company) to its registered office or email address from time to time notified to

the Customer or such changed address as shall be notified to the Customer by the Company; or

(b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address or email address of the Customer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Customer.

18.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

(b) if delivered by hand, on the day of delivery;

(c) if sent by facsimile transmission or electronic mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

NOTE: These conditions supercede any previous Conditions printed on the back of invoices or received from the Company.

Carrington Wire Ltd. Registered in England No. 200934
Registered Office: Lowfields Way, Lowfields Bus Park, Elland, W Yorks HX5 9DA
Ultimate Holding Company: OAO Severstal Registered in Russia No. 3528000597