

## **General Conditions of Sale for Used, Redundant, Surplus and Miscellaneous Goods**

## OS8

### Outokumpu Stainless Ltd.

#### General Conditions of Sale for Used, Redundant, Surplus and Miscellaneous Goods

1. "The Goods" means the scrap or other used, redundant or surplus material, plant, equipment, vehicles, articles or things of all kinds sold by Outokumpu Stainless Ltd.  
  
"The Seller" means Outokumpu Stainless Ltd.
2. The Contract incorporates these Conditions in so far as such Conditions are not varied by agreement in writing between the parties and any terms and conditions in any document of the Buyer which are inconsistent with these Conditions shall have no effect.
3.
  - 3.1 The Goods are sold in their actual quality and state, in respect of which the Buyer hereby acknowledges that he has satisfied himself thoroughly by inspection. The Buyer shall not be entitled to dispute the weight of the Goods as delivered by the Seller after their removal or dispatch.
  - 3.2 Any condition, warranty or statement as to the quality of the Goods, or their fitness for any purpose, whether express or implied by statute, custom of the trade or otherwise, is hereby excluded, unless given expressly in writing by the Seller.
4.
  - 4.1 The Goods sold are used, redundant or surplus, and, unless expressly agreed and stated in writing, are not sold for use at work, as defined in the Health and Safety at Work etc. Act, 1974.
  - 4.2 Any information about the Goods, including matters relating to the use to which they have been put or processes to which they have been subject, is given in good faith by the Seller and to the best of its knowledge and belief, but the Seller does not accept responsibility for its accuracy.  
  
The Buyer undertakes to carry out on or in connection with the Goods such testing, examination, repairs, modifications or processing as may be necessary
    - a) to comply with any relevant legislation; and
    - b) to ensure, so far as is reasonably practicable, that the Goods are safe and without risks to health.  
when put to the use or uses for which he intends them.
5. Without prejudice to the generality of the preceding Condition, the Buyer undertakes, in respect of any motor vehicle or trailer bought from the Seller, to carry out such testing, examination, repairs or modifications as may be necessary to ensure that it complies with all relevant road traffic, road transport or other relevant legislation, and not to use or cause or permit the use of such vehicle or trailer until it complies in all respects with such legislation.
6. The Seller shall not be responsible for any failure to fulfil its obligations under the Contract which is due to any strikes (including but not limited to strikes and look-outs involving or initiated by the Seller), industrial disputes, accidents, breakdown or failure of plant, or any other cause outside the Seller's control.
7. The Seller shall not be liable for loss of profit, damage or loss to property, or for any expenditure incurred on goods supplied or any consequential or special loss or damage sustained by the Buyer by reason of any breach of contract by the Seller..
8. Unless the Contract provides otherwise, the price shall be paid in full by the Buyer at the time he takes delivery.
9.
  - 9.1 The Buyer shall take delivery of the Goods at the Seller's Works where the Goods is stored at the time fixed in the Contract or, if no time is fixed, at such time or times as the Seller may specify.
  - 9.2 Property in the Goods shall pass to the Buyer on payment of the price in full.
  - 9.3 The Buyer shall arrange for the Goods to be loaded and removed from the Seller's Works with all due efficiency and so as not interfere with the operations of the Seller, or cause interference or

nuisance to others. The Buyer shall comply with the Seller's Site Regulations and, in particular (but without limitation) those relating to safety, health and hygiene.

- 9.4 No goods shall be removed from the Seller's Works without the prior written authority of the Seller. Such authorisation shall include a description of the Goods and shall be presented at the Seller's weighbridge or check-out point by the Buyer on leaving the Seller's premises.
- 9.5 If the Buyer fails to remove the Goods, or any part thereof, from the Seller's Works one month after the time fixed for delivery under Clause 9.1 above, the Seller may give the Buyer one week's notice of its intention to re-sell the Goods, at the expiration of which notice the Buyer shall lose his right to remove the Goods, and the Seller may re-sell the Goods elsewhere and retain the whole of the resale price and charge the (original) Buyer forthwith with the difference in price (if upon re-sale a lower price is obtained) and also with any expenses of removing, storage and re-sale.

- 10** 10.1 The Buyer shall indemnify and keep the Seller fully indemnified against all actions claims proceedings liabilities costs expenses and losses including but not limited to direct, indirect and consequential loss of profit or loss of production whether foreseeable or not) in relation to death or injury to persons (including but not limited to any employee of the Seller) or loss of or damage to property (including but not limited to property of the Seller) or breach of contract by the Buyer to the extent that such death injury loss or damage is attributable to the acts or omissions of the Buyer its officers employees agents or sub-contractors. .

The remedies contained in this Clause are without prejudice to and in addition to any warranties indemnities remedies or other rights provided by law and/or statute and/or under any other provision of this Agreement for the benefit of the Seller.

- 10.2 Except in respect of claims for personal injury or death or loss of or damage to third party property or wilful misconduct or intent by the Buyer the liability of the Buyer arising under Clause 10.1 for any one act or omission shall not exceed 200 % of the price for the goods or £10 Million whichever is the greater.

- 11.** The Contract for the sale of the Goods shall be personal to the Buyer and the Buyer shall not assign the whole or any part of the Contract to any third party without the prior written consent of the Seller. The giving of any such consent shall not release the Buyer from any of his obligations under the Contract.

- 12.** VAT at the current by law rate shall be added to the price except in the case of cars used by the Seller for its business..

- 13.** The Seller may by written notice and at no cost cancel the Contract if the Buyer shall have a winding up or bankruptcy petition presented or enter into any form of voluntary arrangement with its creditors become bankrupt or insolvent or have a receiving order made against him or compound with his creditors or enter into administration.

- 14.** This Contract shall be subject to English law and shall be subject to the jurisdiction of the English Courts.