



TERMS AND CONDITIONS OF POWERMET SALES

1. Pricing & Order Acceptance

- 1.1. Prices and lead times illustrated above are based on current stock availability and may be subject to change.
- 1.2. Purchase orders placed with and accepted by **POWERMET LTD** (here onwards referred to as **POWERMET LTD**) cannot be cancelled without prior written agreement. **POWERMET LTD** considers an order to be accepted if it has been loaded onto our sales order system even if the customer order acknowledgement has not been received.
- 1.3. **POWERMET LTD** will not agree to the payment of any penalties whatsoever unless agreed in writing prior to orders being placed.
- 1.4. Price may change at time of order to fall in line with current day's LME metal rates.

2. Products

- 2.1. All products quoted and manufactured by **POWERMET LTD** will be from our own ranges, even if an alternate manufacturer or manufacturer part number is specified at time of enquiry unless otherwise stated. In this instance **POWERMET LTD** will always endeavour to replicate the item to the original dimensions.

3. Handling, Deliveries & Carriage

- 3.1. Carriage charges apply and prices are subject to delivery address location, number of consignments, type of delivery service being offered and weights.
- 3.2. **POWERMET LTD** is happy for you to use your own carrier at no extra charge but will not book collections onto a customer's account. This is the customers responsibility.
- 3.3. Unless advised otherwise, **POWERMET LTD** ship the majority of UK orders within the pallet network. All international shipments are placed on our dedicated shipping agents. For larger volume shipments, **POWERMET LTD** may elect to use a pallet courier/shipping company.
- 3.4. Delivery & carriage terms are based upon the supply of all goods against one purchase order. Split orders/shipments may attract additional costs.
- 3.5. **POWERMET LTD** will not be held responsible for any delays to deliveries or loss of goods due to carriers or adverse weather conditions.



- 3.6. **POWERMET LTD** require correct site delivery addresses, along with a site contact to take deliveries (as much information must be given to make deliveries as easy as possible).
- 3.7. Deliveries may come on artic lorries, so if your sites cannot accept these size vehicles you **MUST** let us know. We also offer Hiab, Tail Lift and Moffit's for deliveries which may be at extra cost, but this is at customers' request. Please also let us know if you require premium, same day or even AM deliveries. This can be offered dependant on delivery location.
- 3.8. Upon the receipt of your order **POWERMET LTD** advice that you should check all materials are complete against those ordered within 48 Hours of receiving the goods. For any missing Items refer to the attached checklist:
- 3.8.1. Check the package carefully – in most cases items are still in the box or taped to another box.
 - 3.8.2. Contact the head office on 0121 269 3852 to ensure all items were sent.
 - 3.8.3. Check the package is not damaged.
- 3.9. Drum collections available on request from site but lead time for this is approx. 7-10 Days. Charges may apply.

4. **New Customers**

- 4.1. Pro forma payment will be required for the first two order of any new customer. Payment can be made by BACS (bank transfer) or card payment. Cleared funds are required before manufacturing or shipping can commence.
- 4.2. **POWERMET LTD** require new customers to complete a credit application form. An online audit check will be conducted prior to credit terms being approved.

5. **International Customers or Shipments**

- 5.1. Pro forma payment will be required for any orders placed by companies for orders shipped outside the UK, unless otherwise agreed in writing.

6. **Damage, Shortages, Shipping Discrepancies & Credit Terms**

- 6.1. Payment terms are strictly 30 days from the date of invoice unless otherwise agreed in writing.



6.2. **POWERMET LTD** MUST be notified in writing of any damage to goods or shipping discrepancies at time of accepting delivery.

7. Termination & Crimping

7.1. **POWERMET LTD** market a range of crimp and compression tools designed to work with the Powermet range of terminals. **POWERMET LTD** does not accept any liability for poor or unsatisfactory terminations if alternate crimp or compression equipment or dies are used.

8. Governing Law

8.1. This agreement shall be governed by and interpreted according to the law of England and Wales. All disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

9. Returns:

9.1. Return of goods that are coming back through no cause of **POWERMET LTD** may be subject to a re-stocking charge.

9.2. Returning goods will be at management discretion only.

10. Third-party Rights

10.1. No-one other than **POWERMET LTD** and yourselves have rights to enforce any part of this agreement.

11. Drawings, Tools Etc

11.1 All specifications, drawings and particulars of weights and dimensions and submitted without tender are approximate only, and the descriptions and illustrations contained in the Seller's catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of the contract.



11.2 Any dies or tools made or obtained specially for an order remain the Seller's property, even when the Buyer has been charged with part of the cost.

12. Liability for Delay

12.1 The time, if any given for delivery is an estimate only, and is to date from (a) despatch of the Seller's written acceptance of order of all the necessary information to enable the Seller to put the work in hand, whichever is the latter _ The Seller will not accept any liability whatsoever for damaged goods, cancellation of contract or otherwise for failure to deliver within the time given.

13. Goods sold F.O.B

Where goods are sold F.O.B the Seller's responsibility shall cease immediately the goods are placed on board ship.

a. Defects After Delivery

- A) The Seller's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods and save as provided in this clause the Seller shall not be under any liability, whether in contract tort or otherwise in respect of defects in goods delivered or for any injury, damage or consequential loss resulting from such defects or from any work done in connection herewith. Nothing in this condition shall affect any liability the Seller may incur for personal injury caused by the Seller's negligence as defined by Section 1 of the Unfair Contract Terms Act 1977.

14. Force Majeure

Should the Seller be delayed in or prevented from making delivery or performing any of its obligations under the Contract owing to an act of God, War, Civil Disturbance, Requisitioning, Government or Parliamentary Restriction or Enactment of any kind, Import and Export restrictions, Strikes, Lockouts, Trade Dispute, difficulty in obtaining workmen or materials or non-availability of fuel or energy breakdown of machinery, fire, accident or any other cause whatsoever beyond the Seller's control, the Seller shall be at liberty to cancel or suspend the contract or delay delivery or to reduce the amount delivered without incurring any liability for any loss or damage resulting therefrom.



15. Arbitration

If at any time any question, dispute or difference whatsoever shall arise between the Buyer and the Seller upon, in relation to, or in connection with the contract or other, either may give to the other notice in writing of the existence of such notice of some person appointed by the president for the time being of the Law Society.

16. Risk & Ownership

- 16.1. The risk in the Goods shall remain with the Seller until, paid for in full and shall then pass to the Buyer at the point of delivery.
- 16.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 16.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and property stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, property stored, protected and insured.
- 16.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 16.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.



17. Terms of Payment

- 17.1. Unless otherwise stipulated in writing in the Seller's acceptance of order payment is due in full on the last day of the calendar month following the calendar month in which the Goods were despatched.
- 17.2. Where the order is to be or may be fulfilled in separate instalments deliveries or parts, payments for each such instalment delivery or part shall be made under sub-clause (a) hereof as if the same constituted a separate contract.
- 17.3. Where the Buyer fails to comply punctually with the terms of payment the Seller shall be entitled to interest on any amount overdue at the annual rate of 4% above Barclays Bank Base Rate for the time being in force.

18. Termination & Partial Deliveries

18.1 In the event of the purchaser for any reason whatsoever failing within one calendar month to effect any payment which may be due under the Contract with the Seller or if he commits any breach of the contract or if he becomes insolvent or enters into a composition with or for the benefit of his creditors, or being a body corporate has a receiver appointed of its undertaking or assets or any part thereof, or save for the purpose of reconstruction or amalgamation, goes into liquidation, the Seller shall thereupon be entitled without prejudice to the Seller's rights, forthwith to terminate the Contract any unfulfilled part thereof, or at the Seller's option to make partial deliveries.

19. Indemnity

- 19.1. The Seller shall not be liable for and the Purchaser shall indemnify and hold the Seller harmless against all claims by any person in tort or for infringement of patents, trademarks, copyright, registered designs, otherwise directly or indirectly in connection with Goods manufactured by the Seller or with work done by the Seller on Goods in accordance with the Purchaser's specifications or with the siting or installation of Goods.
- 19.2. The Seller shall not be under any liability in respect of any defect in the Goods arising from any drawing, design, or specification supplied by the Buyer.
- 19.3. The Buyer shall indemnify the Seller against any claims made in respect of the Consumer Protection Act(s).



20. Legal Construction

The Contract shall in all respects be constructed and operate in conformity with English Law. If any of these Conditions or any part thereof is rendered void or unenforceable by any legislation to which it is subject, it shall be void and unenforceable for that extent and no further.

Kyle Bird
Powermet Ltd
11.04.2023

