

TATA STEEL



TATA STEEL UK LIMITED

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

CC8
April 2024

1. **Formation of Contract.** 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. 'Contract Documents' herein means, in relation to each Contract for the sale of Goods by the Seller to the Buyer: (i) these Conditions; (ii) any order acknowledgement, advice, release note, despatch note or other delivery documentation or invoice given by the Seller to the Buyer in respect of the Contract; and (iii) any other document expressly accepted by the Seller as forming part of the Contract, and 'Contract Document' shall mean any one of them.
2. **The Goods.**
 - a. 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 collection, loading, removal or despatch.
 - b. 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.
 - c. 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 Act, 1974.
 - d. 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.
 - e. Goods sold as 'non-prime' which the Seller and the Buyer agree to be 'non-prime' are sold in their actual state, as seen, without warranty and with all faults whether or not the Goods have been inspected by the Buyer prior to delivery. Any statement, specification, description or other information provided by the Seller in respect of such Goods is given in good faith but the Seller accepts no responsibility for its accuracy. Under no circumstances will the Seller be under an obligation to replace or make good such Goods or be liable for any claim whatsoever in respect of them.
 - f. If the Buyer shall re-sell the Goods the Buyer shall ensure that a provision in similar form to this condition is incorporated in the re-sale agreement, unless, prior to reselling the Goods, the Goods or such part of them as the Buyer re-sells are first made to comply with a recognised specification or standard by the Buyer.
3. **Testing and Inspection.**
 - a. The Buyer undertakes to carry out on or in connection with the Goods such testing, examination, repairs, modifications or processing as may be necessary to: (i) comply with any relevant legislation; and (ii) ensure, so far as is reasonably practicable, that the Goods are safe and without risks to health, when the Goods are put to the use or uses for which the Buyer intends them.
 - b. Without prejudice to the generality of the preceding Condition 3a., 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.
4. **Specifications and Standards.** Subject to the provisions of these Conditions, the Goods supplied by the Seller will, at the date of delivery, comply with the specification and standard (*if any*) specified by the Seller in the Contract Documents.
5. **Weight and Quantity.** Unless the Contract Documents specify otherwise, the Seller shall be entitled to select the basis on which to charge the Goods, and such basis may include charging the Goods on a calculated basis taking into account any usual industry standard tolerances applicable to such Goods, including the weight, length, thickness, scrap loss and/or packaging of Goods. The weight or quantity of the Goods printed upon the Seller's advice or despatch note shall be final unless the Buyer shall have given notice to the Seller of any discrepancy in weight or quantity within fourteen (14) days after receiving the Goods and shall have given the Seller a reasonable opportunity to witness the weight and/or quantity of the Goods being verified before they have been used, processed or sold. Unless the Contract Documents expressly specify otherwise, delivery to the Buyer of a weight or quantity of Goods up to 10% less than or greater than that which the Seller has agreed to sell shall under no circumstances be a breach of contract by the Seller or entitle the Buyer to reject the Goods delivered.
6. **Warranties.**
 - a. Unless the Parties have expressly agreed in the Contract Documents to modify this Condition then, notwithstanding the provisions relating to Specification and Standards, any condition, warranty, statement or undertaking as to the quality of the Goods or their fitness or suitability for any purpose however or whenever expressed or which may be implied by statute, custom of the trade or otherwise is hereby excluded, except to the extent such exclusion is prevented by Law.
 - b. Without prejudice to the foregoing, no statement or undertaking contained in any UK, EU or other applicable national standard or equivalent thereof, ISO standard, or other standard or technical specification as to the suitability of the Goods for any purpose shall give rise to any legal liability of the Seller, except to the extent such exclusion is prevented by Law. The Buyer shall satisfy itself that the

Goods are suitable for any product or application for which they are to be used before the Goods are incorporated into such product or application.

7. **Payment and Pricing.**

- a. The Buyer shall not be entitled to withhold payment of any amount payable for the Goods or otherwise under the Contract Documents to the Seller because of any disputed claim of the Buyer in respect of defective Goods or any other alleged breach of the Contract Documents, nor shall the Buyer be entitled to set-off against any amount payable for the supply of Goods or otherwise under the Contract Documents to the Seller any monies which are not then presently payable by the Seller or for which the Seller disputes liability.
- b. The price payable by the Buyer for the Goods shall be the price set out in the Contract Documents to which shall be added any Value Added Tax and any other tax or duty relating to the sale of the Goods.
- c. The Seller shall be entitled to charge interest on any sums for the Goods not so paid by the Buyer when due. Such interest shall be calculated on a day-to-day basis on the amount outstanding at the rate of 8% above the arithmetic average for each day of the published base rate of the Bank of England.
- d. The Seller shall further be entitled to recover from the Buyer all costs incurred by the Seller or on its behalf in recovering payment of any sum not paid in full when that sum is due and payable and the Buyer shall indemnify the Seller against all such costs.
- e. Payment shall be made in pounds sterling or otherwise in the currency specified in the Contract Documents. Subject to Condition 7a., that amount shall not be subject to any discount or deduction except as agreed by the Seller in the Contract Documents.
- f. The Seller may at any time, whether before the beginning of the performance of the Contract or after partial performance thereof, require from the Buyer, partly or wholly, a payment in advance or require a guarantee acceptable to the Seller that the Buyer shall satisfactorily fulfil its obligations towards the Seller. The Seller shall be under no obligation to justify its requirement for such payment in advance or guarantee.

8. **Delivery.**

- a. The Buyer shall take delivery of the Goods at the Seller's Works at the time fixed in the Contract or, if no time is fixed, at such time or times as the Seller may specify. For the avoidance of doubt, the Buyer is responsible for the collection of the Goods (including the loading and removal of the Goods from the Seller's Works) and "delivery" under this Contract means the Buyer's collection of the Goods.
- b. With the Seller's agreement, 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, environment, and hygiene.
- c. No Goods shall be removed from the Seller's Works without the prior written authority of the Seller in the form of a release note. 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.
- d. Notwithstanding Condition 15, if the Buyer fails to remove the Goods, or any part thereof, from the Seller's Works either (i) one month after the time fixed for delivery under Condition 8a. above, or within a period of fifteen (15) days from and including the date of the Seller's written notification to the Buyer detailing this material breach of Contract, then following the earlier of said dates, the Seller may give the Buyer one week's notice of its intention to terminate the contract and/or re-sell the Goods, at the expiration of such notice the Buyer shall lose its right to remove the Goods, and without liability to the Buyer, 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.

9. **Risk and Title.**

- a. Risk in the Goods shall pass to the Buyer at such time the Buyer takes delivery of the Goods at the Seller's Works.
- b. Unless the Contract provides otherwise, the price shall be paid in full by the Buyer at the time the Buyer takes delivery.
- c. Title in the Goods shall pass to the Buyer on payment of the price in full.

10. **Retention of Title.** The Seller and the Buyer expressly agree that: (i) until the Seller has been paid in full (in cash or cleared funds) for the Goods; and (ii) until all other monies due or which become due from the Buyer to the Seller on any account whatsoever have been paid in full (in cash or cleared funds), the following provisions shall apply:

- a. legal and beneficial ownership of such Goods remain with the Seller;
- b. the Buyer shall have a right to possession (but not ownership) of such Goods for the Seller and ensure that the Goods shall be clearly marked and identifiable as being the Seller's property;
- c. the Seller may recover all or any part of such Goods at any time from the Buyer if they are in the Buyer's possession and any of termination of the Contract has occurred and for that purpose the Seller, its servants and agents may enter upon any land or building upon or in which such Goods are situated; and
- d. the Buyer has a right to dispose of such Goods (as between it and its customers only) as principal in the ordinary course of its business with such right being terminable by the Seller giving to the Buyer

notice at any time and being automatically terminated (without notice) upon the happening of any termination of the Contract.

In the event Conditions 10b. to 10d for any reason whatsoever are unenforceable according to their terms, Condition 10a shall remain in full force and effect.

11. **Indemnity.** The Buyer shall indemnify the Seller against all actions, losses, liabilities, damages, claims, costs, charges, demands and expenses that arise out of, relate to or are in connection with the loss of, or damage to, any property (including but not limited to property of the Seller) or injury to, or death of, any person (including but not limited to any employee of the Seller) and the sale of the Goods, save to the proportionate extent that the same shall have arisen directly from the Seller's negligence or wilful default, and the Buyer's breach of applicable Law in relation to the Goods, its use of the Goods and any resale of the Goods.
12. **Liability.**
 - a. Except in respect of (i) personal injury or death, (ii) anything that cannot be excluded by applicable Law, or (iii) loss of, or damage to, property conferring on a person other than the Seller a good cause of action against the Buyer and/or the Seller, the liability of the Buyer arising under the indemnity provided under Condition 11 for any one act or omission shall not exceed (unless otherwise stipulated by the Seller prior to the Contract being entered into) the price as specified in the Contract or ten (10) million pounds sterling whichever is the greater.
 - b. The Seller shall not be responsible for any failure to fulfil its obligations under the Contract which is due to any strikes, industrial disputes, accidents, breakdown or failure of plant, or any other cause outside the Seller's control.
 - c. The Seller shall not be liable for loss of profit, loss of use, wasted expenditure, interruption or loss of business, lost goodwill, lost revenue, lost opportunity, damage to plant, the Buyer's collection and/or delivery costs, 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, and except in respect of (i) personal injury or death or (ii) anything that cannot be excluded by applicable Law, the Seller's liability will be limited to the invoice price of the Goods directly linked to the Seller's breach.
13. **Insurance.** The Buyer shall arrange and maintain, at its own cost, all necessary insurance on terms satisfactory to the Seller. In particular insurance must be effected for:
 - a. public liability for not less than ten (10) million pounds sterling for any one incident;
 - b. product liability for not less than ten (10) million pounds sterling for any one incident; and
 - c. employers liability insurance for a minimum limit of ten (10) million pounds sterling.The Buyer shall maintain that insurance in full force and effect until the Contract Term has expired. Whenever the Seller requests, the Buyer shall show the Seller evidence of insurance together with satisfactory evidence of payment of premiums. If any insurance is not effected or premiums not paid the Seller may effect or pay the same and may deduct the cost of doing so from the Contract price.
14. **Insolvency.** So far as is permissible under applicable Law, the Seller may by written notice cancel the Contract if the Buyer becomes bankrupt or being a Company goes into liquidation or suffers a receiver to be appointed.
15. **Termination.** Without affecting any other right or remedy available to it, the Seller may:
 - a. suspend or terminate this Agreement on giving not less than twenty (20) days' written notice to the Buyer; or
 - b. may terminate this Agreement with immediate effect by giving written notice to the Buyer if:
 - i. the Buyer fails to pay an amount due under this Agreement on the due date for payment and having been notified in writing by Seller of the default, remains in default not less than 15 days from and including the date of Seller's written notification to the Buyer in this regard; or
 - ii. the Buyer commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of fifteen (15) days from and including the date of the Seller's written notification to the Buyer detailing the breach. For the avoidance of doubt, the Buyer's non-collection of the Goods will be considered a material breach pursuant to Condition 8d.
16. **Confidentiality.** Except as may be (and where legally permissible, limited to the extent) required in the course of legal or official or any governmental or regulatory authority proceedings or due to mandatory legal provisions, the Buyer shall keep in strict confidence the existence, negotiation and terms of this Contract and the Contract Documents (unless otherwise agreed in advance by the Seller), and all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Buyer by the Seller or its agents or sub-contractors and any other confidential information concerning the Seller's business or its products which the Buyer may obtain, and the Buyer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Buyer's obligations to the Seller and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality. The Buyer undertakes to return, erase or destroy, all confidential information it has received from the Seller in relation to the Contract, including any copies made or files created therewith, without undue delay following a written request from the Seller. Confirmation of destruction is to be provided upon request. This obligation shall not

apply to routinely made back-up copies of electronic data communications and to information and copies thereof which must be kept in accordance with applicable Law.

17. **Notices.** Except where expressly stated otherwise in any of the Contract Documents, a notice in respect of the Contract shall only be effective if it is in writing. Email and notices given via the Seller's electronic data interchange system are permitted. Notices in respect of the Contract or under any of the Contract Documents shall be sent to Party at its address and for the attention of the individual specified in the Contract Documents, provided that a Party may change its notice details on giving at least seven (7) days' written notice to the other Party of the change in accordance with this Condition.
18. **Third Party Rights.** The Seller and the Buyer agree that if any term of the Contract or any term of the Contract Documents purports to confer a benefit on any person who is not a Party to the Contract (a 'third party'), that term shall not be enforceable by any such third party.
19. **Assignment.** 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 its obligations under the Contract.
20. **Entire Agreement.** The Contract Documents constitute the whole and only agreement between the Parties relating to the subject matter of the Contract. The Buyer acknowledges that in entering into the Contract it is not relying upon any pre-contractual statement which is not set out in the Contract Documents. Except in the case of fraud, no Party shall have any right of action against any other Party to this Contract arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in the Contract Documents. For the purposes of this Condition, 'pre-contractual statement' means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of the Contract made or given by any person at any time prior to the date of this Contract. Where the Seller provides any information or advice to the Buyer in connection with the delivery of any Goods other than as specifically required under the Contract Documents, the Buyer acknowledges that the Seller does not accept any responsibility for providing inaccurate, misleading or incomplete information or advice. The Buyer acknowledges that before relying on any information or advice which the Seller or any associated company may supply, the Buyer should satisfy itself of the accuracy and appropriateness of that information or advice.
21. **No Waiver.** The rights of the Seller or the Buyer shall not be prejudiced or restricted by any indulgence or forbearance extended by either Party to the other and no waiver by either Party in respect of any breach shall operate as a waiver in respect of any subsequent breach. Any variation in the terms of the Contract must be agreed between the Parties in a Contract Document.
22. **Severability.** In the event that, for any reason, any provision in the Contract is held to be void, unenforceable or otherwise invalid, all the other provisions of the Contract, and the remainder of any provision where the effect of some part of it is held to be void, unenforceable or otherwise invalid, shall remain fully effective.
23. **Compliance with Laws.** The Parties shall procure that in carrying out their obligations under the Contract, they will comply with all applicable Laws, including but not limited to those relating to modern slavery, anti-bribery, anti-facilitation of tax evasion, data protection and export control. For the avoidance of doubt, the Seller provides no undertaking in relation to the Goods complying with applicable Law (including the applicable Law(s) of the jurisdiction of sale, of the Buyer and/or of any location of intended use), which will be the responsibility of the Buyer.
24. **Compliance with Policies.** The Buyer will comply with and ensure that they do not do or cause to be done any act or omission that breach the Seller's conditions in relation to any relevant Seller site (including but not limited to health and safety conditions, safety management systems, safety cases, hygiene policies, security policies, modern slavery policies, gifts and hospitality policies) and the Seller shall comply with its own code of conduct in its performance of this Contract.
25. **Data Protection.** The Buyer hereby consents to the Seller using any information provided by the Buyer for any purposes connected with the supply of the Goods under the Contract, including, without limitation, the carrying out of a credit check on the Buyer, arranging credit insurance, processing payment by the Buyer, enforcing the Buyer's obligations under the Contract and carrying out its own obligations under the Contract.
26. **Law.** For the purposes of this Contract, any reference to Law means any legislation (primary or secondary), order, directive, other legal or regulatory requirement in any relevant jurisdiction, from time to time.
27. **Governing Law and Jurisdiction.** This Contract shall be subject to English Law and shall be subject to the jurisdiction of the English Courts.