



MEGASTEEL LTD

Standard Conditions of Sale

Megasteel Ltd – The Old Byre, Rodbourne Rail Farm, Grange Lane, Malmesbury SN16 OES

Company Registration No. 2665353

These Conditions supersede all previous versions issued by the Seller.

1. Definitions

“Seller” means Megasteel Ltd or any of its subsidiaries.
“Buyer” means the person, firm or company purchasing the Goods. “Goods” means any wire, strand, steel products, materials or services supplied by the Seller. “Contract” means any contract for the sale of Goods by the Seller.

2. Application of Terms

These Conditions apply to all sales of Goods by the Seller and prevail over any terms contained in any purchase order or document issued by the Buyer. The Buyer’s standard terms and conditions of purchase shall not apply unless expressly agreed in writing by the Seller.

3. Quotations and Orders

Quotations are valid for 30 days unless withdrawn earlier. A contract arises only when the Seller accepts the Buyer’s order in writing.

4. Price

All prices exclude VAT and duties. Unless agreed otherwise prices are Ex Works (Incoterms current edition). The Seller may adjust prices to reflect increases in raw materials, transport or other costs beyond its control.

5. Payment

Payment terms are 30 days from invoice unless agreed otherwise. Interest may be charged on overdue sums at 8% above Bank of England base rate. The Seller may suspend deliveries if payment is overdue. The Buyer may not withhold payment or set off any claim.

6. Delivery

Delivery dates are approximate and time is not of the essence. The Seller shall not be liable for loss arising from delay. Goods may be delivered in instalments. If the Buyer

fails to take delivery the Seller may store the Goods at the Buyer’s risk and expense.

7. Risk and Title

Risk passes to the Buyer on delivery. Title shall not pass until the Seller receives payment in full for all Goods supplied. Until title passes the Buyer shall store the Goods separately and identify them as the Seller’s property.

8. Inspection and Claims

The Buyer must inspect the Goods upon delivery. Visible defects must be notified within 7 days and hidden defects within 90 days. No claims will be accepted once Goods have been used, cut, processed or incorporated into any structure or product.

9. Specification

The Seller warrants only that the Goods comply with the agreed specification at the time of delivery.

10. Application and Use

The Buyer is responsible for design, installation, stressing procedures and suitability of the Goods for their application. The Seller accepts no responsibility for the structural performance of any structure incorporating the Goods.

11. Handling of Prestressing Steel

The Seller shall not be liable for damage after delivery including corrosion, abrasion, bending, kinking, improper storage or stressing operations.

12. Warranty

Except as stated in Clause 9 all warranties are excluded to the fullest extent permitted by law. The Seller’s sole obligation is to replace defective Goods or credit the purchase price.

13. Limitation of Liability

The Seller shall not be liable for loss of profit, production, contracts or any indirect or consequential loss. Total liability shall not exceed the price paid for the Goods.

14. Force Majeure

The Seller shall not be liable for delay or failure caused by events beyond its control including war, industrial action, transport disruption or government restrictions.

15. Insolvency

If the Buyer becomes insolvent or fails to pay debts when due the Seller may terminate the Contract and recover the Goods.

16. Entire Agreement

These Conditions constitute the entire agreement between the parties.

17. Governing Law

The Contract shall be governed by English law and subject to the jurisdiction of the English courts.

18. Natural Characteristics of Steel

Minor variations in surface condition or mechanical properties within specification tolerances shall not constitute a defect. Light oxidation, discoloration or surface marks shall not give rise to a claim.

19. Test Certificates

Mill or inspection certificates constitute prima facie evidence of compliance. Any dispute must be tested by an agreed laboratory before the Goods are used. If compliance is confirmed the Buyer bears the testing cost.

20. Engineering Design

Goods are supplied as materials only. The Seller has no responsibility for engineering design, structural calculations or application.

21. Storage

The Buyer must ensure proper storage of the Goods. The Seller shall not be liable for corrosion or deterioration resulting from improper storage conditions.

22. Nominal Section and Mechanical Properties

Mechanical properties shall be assessed using the nominal cross-sectional area defined in the applicable standard. Calculations based on measured diameter or derived areas shall not determine compliance unless agreed in writing.

23. Stressing Operations

The Seller shall not be liable for fracture or breakage during stressing operations unless metallurgical examination proves the material was defective at delivery. Breakage¹ during installation or stressing does not itself indicate defective material.