



# MEGASTEEL LTD

## Standard Terms and Conditions of Purchase

6 March 2026

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

Company Registration No. 2665353

**These Conditions apply to all purchases of goods and services by Megasteel Ltd and supersede any previous purchase conditions.**

### 1. Definitions

“Buyer” means Megasteel Ltd. “Supplier” means the person, firm or company supplying Goods or Services. “Goods” means any materials, equipment or products supplied under the Contract. “Services” means any services supplied to the Buyer. “Contract” means the purchase order issued by the Buyer together with these Conditions.

### 2. Application

These Conditions apply to all purchases by the Buyer. Any terms proposed by the Supplier shall not apply unless expressly agreed in writing by the Buyer.

### 3. Orders

Orders must be accepted by the Supplier. The Buyer may cancel any order prior to delivery without liability.

### 4. Price

Prices are fixed and inclusive of packaging, carriage and duties unless otherwise agreed. No price increases are permitted without written agreement.

### 5. Delivery

Delivery must be made at the agreed time and place. Time shall be of the essence. The Buyer may reject late deliveries or cancel the Contract.

### 6. Risk and Title

Risk passes to the Buyer on delivery and acceptance. Title shall pass to the Buyer on delivery unless payment occurs earlier.

### 7. Inspection

The Buyer may inspect Goods before or after delivery. The Buyer may reject Goods which do not comply with the Contract.

### 8. Quality

The Supplier warrants that Goods are new, of satisfactory quality, free from defects and comply with all specifications, drawings and standards.

### 9. Replacement

The Supplier shall replace or repair defective Goods at its own cost and reimburse the Buyer for any related expenses.

### 10. Liability

The Supplier shall indemnify the Buyer against all losses arising from defective Goods, late delivery or breach of contract.

### 11. Insurance

The Supplier shall maintain adequate product and public liability insurance and provide evidence upon request.

### 12. Legal Compliance

The Supplier shall comply with all applicable laws, safety regulations and environmental requirements.

### 13. Anti-Bribery and Corruption

The Supplier shall comply with all applicable anti-bribery and anti-corruption laws including the UK Bribery Act 2010.

### 14. Modern Slavery

The Supplier shall comply with the UK Modern Slavery Act 2015 and warrants that no forced, bonded or involuntary labour is used in the production or supply of the Goods or Services.

## **15. Trade Sanctions and Export Control**

The Supplier warrants that the supply of Goods complies with all applicable trade sanctions and export control regulations.

## **16. Confidentiality**

The Supplier shall keep confidential all information received from the Buyer.

## **17. Intellectual Property**

Any designs, drawings or specifications provided by the Buyer remain the property of the Buyer.

## **18. Subcontracting**

The Supplier may not subcontract the supply of Goods or Services without the Buyer's written consent.

## **19. Termination**

The Buyer may terminate the Contract if the Supplier breaches these Conditions or becomes insolvent.

## **20. Supplier Audit Rights**

The Buyer shall have the right upon reasonable notice to audit the Supplier's quality systems, production facilities and records.

## **21. Cost Recovery**

The Supplier shall reimburse the Buyer for all costs incurred as a result of defective Goods including inspection, testing, transport and administrative costs.

## **22. Back-to-Back Obligations**

The Supplier shall comply with any requirements imposed upon the Buyer by its customers relating to the Goods or Services supplied.

## **23. Payment Withholding During Investigation**

The Buyer may withhold payment for Goods that are subject to a quality investigation or dispute until the matter has been resolved.

## **24. Force Majeure**

Neither party shall be liable for delay caused by events beyond reasonable control.

## **25. Governing Law**

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