

General Terms and Conditions of Vecom Sillavan Metal Treatment Limited

1. Scope

1.1 These terms and conditions shall be part of any offer or contract for delivery of goods or services by Vecom Sillavan Metal Treatment Ltd, further: "Vecom".

1.2 If an offer or contract deviates from any part of these terms and conditions, this shall not affect the validity of the remaining parts of these terms and conditions.

1.3 Other general terms and conditions, contracts or stipulations invoked by the customer shall only bind Vecom if expressly confirmed in writing by Vecom.

2. Conclusion of contract

2.1 A contract for the supply of goods and/or services, hereinafter also referred to as the order, is established between the customer and Vecom by the written confirmation of the customer's acceptance of an offer by Vecom.

2.2 If the customer subjects its acceptance to additional conditions or stipulations, the order will only be concluded by their written acceptance by Vecom.

2.3 A contract shall in any case be deemed to have been concluded once its implementation by Vecom has begun.

2.4 If there is a continuing performance contract between the customer and Vecom as referred to in 4., orders can also be established in the manner set forth in that continuing performance contract.

3. Offers

3.1 Unless otherwise stated, an offer by Vecom has a validity of 30 days. Also, unless otherwise stated, it is made without obligation to accept.

3.2 Vecom reserves the right to withdraw an offer during the validity period by notice to the customer.

4. Continuing performance contracts

4.1 A continuing performance contract shall mean an agreement between the customer and Vecom for a certain period intended to cover several orders.

4.2 Unless otherwise agreed, these terms and conditions shall apply to the continuing performance contract as well as any order thereunder.

5. Leasing

5.1 Where an offer or order concerns leasing, the provisions of this Article shall apply. Leasing shall mean the giving of temporary use of goods, whether or not for a consideration, and whether or not in combination with the supply of materials or services.

5.2 Leasing shall be for the duration specified in the order or agreement, or arising from the nature or use of the leased goods. In the case of indefinite duration the lease may, unless otherwise agreed, at all times be terminated by either party by written notice subject to a term of two calendar months, without prejudice to the right of Vecom to terminate the lease immediately and to recover the leased goods in the event of serious default by the customer or if the customer loses control of the leased goods. For his purpose the customer consents to Vecom and its agents entering on any premises where the leased goods are kept in order to retake the goods.

5.3 Unless otherwise agreed, rent is payable per quarter in advance, against invoice.

5.4 Upon receipt by the customer leased goods shall be inspected and tested as necessary. Defects, damage, etc, shall be reported forthwith to Vecom. Except for normal wear and tear, leased goods shall be returned to Vecom in the same condition as they were received.

5.5 The Buyer shall use, maintain and clean the leased goods as is required by, as applicable, official regulations, guidelines or instructions by Vecom, the manual or data sheet, or normal use. Periodic inspections, specific maintenance and repairs are all performed by Vecom or Vecom designated parties at the rates stated in the order or contract; unless authorised by Vecom the customer shall not perform these itself nor have them performed by third parties.

5.6 Leased goods are held by the customer at its own risk and shall during the lease period be kept insured by the customer against normal risks. Unless otherwise agreed leased goods shall be kept and used by the customer at the customer's regular business premises. The customer is not allowed to let or grant the use of the leased goods to any third party. The customer shall immediately notify Vecom if leased goods are damaged or missing, or if any third party exercises rights or makes claims thereto, including seizure. In such cases the customer shall take the necessary measures to protect the proprietary rights of Vecom.

5.7 Vecom shall never be liable for damages, to whomsoever or of whatever nature, caused to or by the use of or defects in the leased goods, except for , death or injury proven to be caused by intent or negligence on the part of Vecom.

6. Obligations of Vecom

6.1 Vecom shall carry out its orders in accordance with the rules of the art

6.2 Vecom warrants that all works pursuant to an order will be carried out under, and in accordance with the license required under or by the applicable regulations. On request Vecom shall supply the customer with the necessary information in this respect.

6.3 Vecom shall only be obliged to achieve a particular result if such is explicitly stipulated in the order.

6.4 Vecom shall only be obliged to execute an order within a certain period if such is stipulated in the order

6.5 Vecom is not liable for the consequences of force majeure, which in any case shall include natural disasters, government interventions, war, civil unrest, strikes and work stoppages, malfunctions or interruptions of utilities, weather conditions which make the execution of works impossible, or default of third parties engaged by Vecom not attributable to Vecom.

6.6 Except for deliberate breach or gross negligence, the obligations of Vecom in the event of failure to fulfil its obligations shall be limited to delivery nonetheless or renewed delivery of the goods or performance of the works to which Vecom has committed itself or, in the event of damage to or loss of the goods of the customer to be treated, their repair or replacement. In all cases the liability of Vecom shall be limited in money to the contract amount for the services or goods to be supplied by Vecom. Subject to article 5.7 any further obligation or liability is expressly excluded. More specifically, Vecom shall not be liable for consequential damage directly or indirectly caused by its failure.

6.7 If the customer entrusts goods to Vecom whose value exceeds the limit in the preceding paragraph, the customer bears the risk for the excess, and will therefore be responsible for its insurance. In special cases it may be agreed between the customer and Vecom that the excess risk as specified in this paragraph will be for the account of Vecom, but in that case Vecom shall be entitled to charge a risk premium.

6.8 If for any reason Vecom is unable to carry out the contract or any part thereof in the agreed manner, Vecom shall immediately notify the customer thereof. Unless the inability to carry out the contract results from an attributable breach by Vecom, if an order is not carried out in full, the customer shall pay Vecom a reasonable fee for goods or services already supplied or rendered.

7. Obligations of the customer

7.1 Both prior to and during the execution of the contract the customer shall supply Vecom with the specifications and information that Vecom needs to make an offer or execute the order. More specifically, where it concerns materials to be cleaned, processed or treated by Vecom or materials to be supplied or removed by Vecom or advice in respect thereof, the customer shall provide the necessary information to Vecom in respect of the nature, properties and chemical composition of the materials and substances and the pollution to be treated. The Customer warrants the correctness of any information provided and Vecom shall not be required to make any independent investigations or verify any information provided.

7.2 The customer shall supply materials and substances to be treated, processed or removed to Vecom in the appropriate packaging with the necessary markings, warnings, etc, duly observing applicable statutory and other provisions and in accordance with any instructions Vecom may give.

7.3 If the customer fails in any of the abovementioned obligations, the customer shall pay all damages, costs or additional work of Vecom resulting therefrom.

7.4 If work of Vecom is to be carried out in or on any premises or site of the customer or a third party, the customer will ensure that Vecom has access, and that the necessary measures are taken to ensure that Vecom can carry out the works in an efficient and safe manner and in accordance with legal requirements, observing any instruction Vecom may give in that respect. Regulations and company rules to be observed by employees of Vecom must be made known by the customer in good time. The customer shall be liable for all injuries or property damage incurred by employees of Vecom in or on the premises or site of the customer or a third party, and the customer declares that it is adequately insured in that regard.

8. Advice

8.1 If a customer requests advice or an assessment of such a nature that in the opinion of Vecom a consideration is justified, Vecom will inform the customer thereof. An order for consultancy work is then established in accordance with and subject to the applicable provisions of these terms and conditions.

8.2 Unless otherwise agreed the consideration shall be calculated on the basis of time spent by the relevant employee(s) at the hourly rate of the employee(s), plus any relevant expenses.

8.3 Vecom only accepts liability for advice or assessments if rendered in writing and for a consideration, notwithstanding the provisions of 6.6 of these general terms and conditions.

9. Execution, extra work

9.1 Unless otherwise provided in the order, Vecom may have supplies made or work carried out under the contract in whole or in part by third parties, but this will not discharge Vecom in any way from its obligations to the customer.

9.2 Changes desired by the customer in (the execution of) an order and/or additional activities necessitated by the order or circumstances not attributable to Vecom shall be carried out by Vecom if and to the extent possible. Changes in the order shall, unless agreed by Vecom, not lead to a lesser remuneration for Vecom than stipulated in the order.

9.3 If changes desired by the customer or additional activities as referred to in the previous paragraph lead to extra work Vecom shall at all times be entitled to remuneration therefor, based on the rates in the order or as usually charged by Vecom.

10. Invoicing and payment

10.1 Unless otherwise provided in the order, a deposit of 30% is payable by the customer on commencement of the contract (for which amount an invoice will be prepared by Vecom), and the customer shall provide security in the form of a bank guarantee or letter of credit for the remainder of the purchase or contract price, including VAT. Vecom shall not be obliged to start the contract before the customer has fulfilled the aforementioned obligations.

10.2 Otherwise, supplies and works of Vecom will be invoiced after they have been carried out; to the extent that this is done in instalments, the invoicing may accordingly take place in instalments.

10.3 Any objections to an invoice (not complaints about goods or works, for which see 14.) must be made in writing as soon as possible, but in any event within 10 days of invoice date. Vecom will investigate the objections as soon as possible and give the customer a decision. The fact that objections are made does not release the customer from its obligation to pay invoices or provide proper security.

10.4 Unless other payment terms have been agreed or are stated in the invoice, invoices are payable within 30 days of invoice date, without discount or offsetting. The customer is in default by the mere fact that payment is not made in due time, without any warning or notice being required.

10.5 If the customer is in default, interest on the outstanding amount shall be payable at 2% above the rate of statutory commercial interest. If collection of an amount due is to be made, extrajudicial collection fees are also payable at the rate of 15% of the amount to be collected, with a minimum of £30 ex VAT. The customer agrees that this is a genuine and proportionate pre-estimate of the direct costs to Vecom of such collection and enforcement.

10.6 If the customer is in default with respect to any payment, Vecom is also entitled to suspend current supplies or activities, and/or demand cash payment of other outstanding invoices (even if the payment term thereof has not yet expired), and to demand cash payment for unbilled work.

11. Retention of ownership

11.1 Ownership of goods supplied by Vecom shall only pass to the customer upon full payment of the pertinent invoice(s). Goods supplied to the customer at an earlier time shall from that moment on be for the account and risk of the customer and they will be managed with due care and be kept properly insured by the customer.

11.2 As soon as the customer is in default, Vecom shall have the right to claim any goods whose ownership has not passed to the customer. The buyer shall in that case immediately return the goods to Vecom and Vecom and its agents may enter any premises in which the goods are kept in order to retake them.

11.3 The rights and securities of Vecom in the event of default of the customer do not substitute for nor affect any right that Vecom has by law. The fact that Vecom does not exercise any right under this Agreement or the law does not mean that Vecom is waiving that right.

12. Industrial property

12.1 Pursuant to the business relationship with Vecom the customer may have or obtain access to methods, formulas, designs, signs, trademarks and other items used by Vecom, hereinafter referred to as industrial property. The customer must recognise that this industrial property embodies significant commercial and strategic value for Vecom.

12.2 The customer shall treat with the utmost care any knowledge it acquires of the industrial property of Vecom, as well as the documents, data carriers, etc, in or on which it is contained, and not make it available or disclose it to third parties on any terms, and not use it for any other purpose than results from the normal execution of the order. In the event of a breach of this article

the customer shall pay by way of liquidated damages a sum of £10,000 to represent the compensation for the immediate harm done to Vecom. The customer agrees that this is a genuine and proportionate pre-estimate of the immediate direct losses to Vecom and such amount is without prejudice to the right of Vecom to claim compensation for any additional harm, loss or damage caused by such breach.

13. Delivery, transportation

13.1 Unless the contract provides otherwise, the delivery of goods by Vecom shall be ex warehouse (EXW, Incoterms 2010); if no other warehouse is indicated, the warehouse of Vecom in Bury, Lancashire.

13.2 In respect of goods delivered to Vecom for treatment or processing, the risk passes to Vecom at the time of unloading of the goods in or in front of the warehouse of Vecom, in accordance with the instructions of Vecom. Delivery to the customer of such goods shall also be made ex warehouse (EXW, Incoterms 2010); if no other warehouse is indicated, the warehouse of Vecom in Bury, Lancashire.

13.3 Vecom's liability in respect of goods for treatment or processing shall be restricted to compensation of damage to the goods within the limit specified in 6.6. of these terms and conditions. Vecom is in no way liable for damage caused by intrinsic defects in goods or properties of the goods not known to Vecom.

13.4 If transport of goods is provided by Vecom, the foregoing provisions shall apply unless otherwise agreed in the contract. The customer must therefore take responsibility for proper transport insurance of goods.

14. Complaints

14.1 The customer shall inspect goods and the results of work carried out at or immediately after their delivery or completion, and - in case no delivery report is made up - submit any complaints to Vecom promptly, in any event within 2 working days, if so requested in writing. Vecom will deal with the complaints immediately and report back to the customer without delay and in any event within 10 working days of the submission. If the complaints are considered well-founded, the repair deliveries or works will be carried out by Vecom within a reasonable period, at times to be determined in consultation between the parties.

14.2 Complaints do not discharge the customer from the obligation to pay invoices or to provide proper security.

15. Warranty on products

15.1 Products supplied by Vecom are subject to the following warranties:
a. with respect to products purchased from third parties, the supplier or the manufacturer's warranty terms and conditions; b. in respect of Vecom's own products, the specific warranty for that product as set forth in the warranty certificate or the order. In the absence of a specific warranty, Vecom gives a warranty on defects in materials, composition or construction of the product, for a period of one year from date of delivery.

15.2 Vecom's warranty obligation is always limited to repair or, at the discretion of Vecom, replacement of the product, and subject to article 5.7 in no case does it extend to possible damage resulting from defects in the warranted product, or its use.

15.3 The warranty shall be void if the product has not been handled, stored or used in accordance with the applicable regulations and guidelines, or if repairs, modifications or changes have been made to the product by third parties, or if the product has been used for purposes other than those for which it is intended.

16. Applicable law, disputes

16.1 These terms and conditions and all contracts and orders as referred to in 1. shall be subject to English law.

16.2 Disputes shall be submitted to the civil courts, the court in whose jurisdiction the place of business of Vecom is located always having competence.

17. Other

17.1 These terms and conditions may be cited as the "**General Terms and Conditions of Vecom Sillavan Metal Treatment Ltd**".

17.2 These terms and conditions may at all times be consulted on the Vecom website (www.vecom-group.com) and a copy of these terms and conditions will be provided to any interested party on request.