

TATA STEEL



TATA STEEL UK LIMITED

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

CC8
September 1988
(Revised September 2010)

1. "The Goods" means the scrap or other used, redundant or surplus material, plant, equipment, vehicles, articles or things of all kinds sold by Tata Steel UK Limited.

"The Seller" means Tata Steel UK Limited.

2. 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.

- 3.1 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 removal or despatch.

- 3.2 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.

- 4.1 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.

- 4.2 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.

- 4.3 The Buyer undertakes to carry out on or in connection with the Goods such testing, examination, repairs, modifications or processing as may be necessary

- a) to comply with any relevant legislation; and
- b) to ensure, so far as is reasonably practicable, that the Goods are safe and without risks to health.

when put to the use or uses for which he intends them.

5. Without prejudice to the generality of the preceding Condition, 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.

6. 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.

7. The Seller shall not be liable for loss of profit, damage to plant, 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.

8. Unless the Contract provides otherwise, the price shall be paid in full by the buyer at the time he takes delivery.

- 9.1 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.

- 9.2** Property in the Goods shall pass to the buyer on payment of the price in full.
- 9.3** 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 and hygiene.
- 9.4** No goods shall be removed from the Seller's Works without the prior written authority of the Seller. 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.
- 9.5** If the buyer fails to remove the Goods, or any part thereof, from the Seller's Works one month after the time fixed for delivery under Clause 9.1 above, the Seller may give the buyer one week's notice of its intention to re-sell the Goods, at the expiration of which notice the buyer shall lose his right to remove the Goods, and 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.
- 10.1** 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..
- 10.2** Except in respect of personal injury or death or 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 Clause 10.1 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 £10 million whichever is the greater.
- 10.3** 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:
- 10.3.1 Public liability for not less than £10 million for any one incident;
 - 10.3.2 Product liability for not less than £10 million for any one incident;
 - 10.3.3 Employers liability insurance for a minimum limit of £10 million.
- 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.
- 11.** 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 his obligations under the Contract.
- 12.** VAT at the current rate shall be added to the price except in the case of cars used by the Seller for its business.
- 13.** 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.

14. This Contract shall be subject to English law and shall be subject to the jurisdiction of the English Courts.

September 1988

Revised October 2006

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