

Supplier Information Pack

ThyssenKrupp Materials (UK) Ltd, incorporating Metalfast.



A Company of
ThyssenKrupp
Services

ThyssenKrupp Materials (UK)



ThyssenKrupp

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1.0 Introduction

Dear Supplier,

This document is intended to simplify the process of supplying TKM(UK) by detailing our specific requirements from order, through to delivery and invoicing.

We would ask that the relevant people within your organisation, as well as your subcontractors, take the time to study it in detail and ensure that your business processes meet the requirements detailed within. If you have any questions about the content or wish to clarify some of the details, please do so via the contacts listed.

This information pack relates to all material supplied into ThyssenKrupp Materials (UK) Ltd and Metalfast sites in the UK. It does not apply to Vetchberry Stainless purchases.

Please keep a copy of this document on file in all relevant departments for reference purposes.

Regards

Philip Relph
Group Purchasing Manager
philip.relph@thyssenkrupp.com

November 2008

2.0 Becoming a Supplier to TKM

The purchasing team at TKM are always seeking supply partners for existing products and are also interested in discussing new products that compliment our current product ranges.

We would recommend that you make initial contact with our purchasing team via the contacts listed in section 9 of this document; then we would ask that you fill in the online questionnaire located at <https://sourcing.thyssenkrupp.info/lvportal/>. The details submitted in this document will be uploaded to our sourcing system and be immediately made available to all TKM staff.

2.1 Suppliers Literature / Direct Mail

It is important that we are kept informed of developments within our supply base and supplier's literature is an important source of information. However, we find that hard copies of literature are difficult to store, search and distribute. They are also potentially damaging to the environment (as a proportion of unsolicited direct mail inevitably end up in landfill) therefore we would request that all suppliers submit their literature in PDF or other electronic formats only. These documents will then be uploaded to the sourcing section of our Intranet and made available to all relevant TKM employees.

3.0 Making Offers to TKM(UK) Ltd

All offers to TKM (UK) should be made clearly in writing and according to our standard terms and conditions.

Quotations should clearly state

- Specification (grade, finish, colour, polycoating, special finish,) in relevant BS/ EN spec.
- Size (including lengths on long products)
- Quantity offered.
- Delivery address.
- Price (clearly stating any extras e.g. Alloy extra, anodising, polycoating: Note we will not pay a separate carriage charge, this should be included in the price of the material)
- Please state currency clearly.
- Please state Units Of Measure clearly. We prefer prices to be p/kg or p/tonne.
- If the offer is for deliveries over a specific period please state the period you are offering.
- Delivery date (clearly stating if it is ex mill or delivered date, ex mill dates should be quantified with an estimated transit time).
- Validity Period: Should be minimum of 30 days.
- Pricing: if the price is subject to LME / currency variations then the relevant rate at the date of quotation should be stated (e.g. based upon LME of xxxx and GBP/USD of xxxx etc).
- Incoterms; Where applicable. We prefer quotations to be on a DDP basis where possible.

Quotation period

All quotations should be made as quickly as possible, however the table below specifies our worst case expectations for metal products,

- Aluminium extrusion, bar length <4 days.
- Aluminium extrusion, fabricated <8 days.
- Aluminium Sheet <1 day.
- Aluminium Sheet special requirements <4 days.
- Stainless Steel Sheet <1 day.
- Stainless Steel Sheet Non Standard <4 days.
- Stainless steel long products < 3 days.

4.0 Account Management

In order to create a strong working relationship TKM (UK) prefers to have suppliers work with us in the following fashion:

4.1 Account Manager

Suppliers should appoint an account manager responsible for the entire UK TKM business to act as a regular main point of contact. If suppliers wish to have regional responsibility for our account, then they can do so as long as this structure is co-ordinated by a national account manager.

4.2 Point of contact for sales enquiries, purchases / order progress enquiries

The supplier should appoint named contact(s) for the day to day running of our account. This contact should be familiar with our requirements, locations and structure.

4.3 Pricing arrangements

All main suppliers have agreed terms when dealing with TKM(UK), these apply to orders from all of our locations and terms shouldn't be varied without agreement from the relevant purchasing staff.

All purchases orders are booked against agreed pricing formulas or rates if suppliers wish to change these terms then they should:

12.1.0 Agree any amendment to terms with TKM (UK) prior to them taking effect,

It is not sufficient simply to write to one of our sites advising a price increase. All amendments to terms or pricing must be confirmed in writing by TKM (UK) before they take effect.

12.1.1 Give reasonable notice of changes in terms or pricing.

This varies from product to product, however a reasonable period would be a normal lead time or 4 weeks, whichever is the longest. However the longer notice period the supplier offers, the better.


5.0 Purchase Orders

Suppliers should not accept verbal purchase orders. All official purchase orders will be faxed, emailed or posted and will appear as the samples shown below.




If a supplier is not able to supply a product exactly as described on the purchase order (in relation to quantity, delivery time, price and description) the supplier should contact the ordering party immediately and obtain a revised purchase order. It is not acceptable to acknowledge an order with different details to the ordered material.

Suppliers should take care to study the details of the purchase order including any special packing or delivery requirements and all of the comments in the header and footer of the purchase order.

All orders are subject to our terms and conditions, a copy of which is located in the appendix A of this document.

Purchase Order				No: 6095492 / 01			
Context: BDFH		ThyssenKrupp Materials (UK) Ltd		(AMD) Date: 08.05.2008			
Page 1 of 1		HIGHWORTH SWINDON, WILTS. SN6 7RF Tel: 01793 767676 Fax: 01793 767654		Supplier contact: Customer no: CIT/RF:			
Supplier			Deliver to:				
HYDRALUMINIUM EXTRUSION LTD PANTOLAS INDUSTRIAL ESTATE BEDWAS CABERPHILLY, MID GLAMORGAN CF83 8DR			ThyssenKrupp Materials (UK) Ltd Cox's Lane West Midlands Cradley Heath B64 5QU				
Test Certs Required for 6082 Items							
Item	Description	Purchase Qty.	UOM	Price	Cur	Price UOM	Req'd Date
10	697 Aluminium Round Tube Alloy 6082T6 S6 EN 755 pt 1,2 & 8 1 x 16wg x 5m	250.000	KG		GBP	1000 / KG	30.05.2008
20	38235 Aluminium Flat Bar Alloy 6082T6 S6 EN 755 pt 1,2 & 5 4x1/2" x4m	500.000	KG		GBP	1000 / KG	30.05.2008
30	38277 Aluminium Rectangular Tube Alloy 6063T6 S6 EN 755 pt 1,2 & 8 3x1 1/2"x10wg x5m	500.000	KG		GBP	1000 / KG	30.05.2008
40	393 Aluminium Flat Bar Alloy 6063T6 S6 EN 755 pt 1,2 & 5 1.5x1/8" x4m	250.000	KG		GBP	1000 / KG	30.05.2008
50	584 Aluminium Angle Alloy 6082T6 S6 EN 755 pt 1,2 & 5 4x2x1/4" x5m	500.000	KG		GBP	1000 / KG	30.05.2008
<p><small>Special Instructions - DELIVERED TO COX'S LANE SITE. ALL DELIVERIES MUST APPROACH OUR SITE FROM THE POKWELANDIA 4100 DIRECTION. DELIVERY VEHICLES MUST NOT APPROACH FROM THE OTHER DIRECTION AS THIS IS A RESIDENTIAL AREA. FAILURE TO COMPLY WILL RESULT IN A £105 ADMINISTRATION CHARGE AND POSSIBLE SUSPENSION OF YOUR ACCOUNT.</small></p>							

ThyssenKrupp Materials Purchase Order

		METALFAST			
To: Meryl Preston Michaels Workwear 56 Cricklade Road Gorse Hill Swindon Wilts		Purchase Order: 76624 Date: 14/07/08 Page: 1 Contact: Halina Kurdziak			
PURCHASE ORDER					
Please supply as follows:					
1) Due: 14/07/08		W2H size 10		each	
1 Each		Protective Shoes and Boots			
Delivery to Swindon.					
Tel: 01793 767676 Fax: 01793 767654 Matthew.Dunn@metalfast.co.uk					
		Blackthorn Industrial Estate, Highworth, Swindon SN6 7RF			
Certificate No. Q13941		<p><small>Accounts Tel: 01793 767670 Fax: 01793 767650 Anglia Sales Tel: 01480 461144 Fax: 01480 420910 Midlands Sales Tel: 0121 521 1111 Fax: 0121 521 1133 North West Sales Tel: 0161 454 3335 Fax: 0161 454 3369 Swindon Sales Tel: 01793 767676 Fax: 01793 767654 E-mail: sales@metalfast.co.uk www.metalfast.co.uk</small></p>			

Metalfast Purchase Order

6.0 Outworker / Subcontract work.

If your organisation provides TKM (UK) with a subcontract operation such as painting, polishing, cutting or a related service please make note of the following requirements:

6.1 Inspection of delivered material for condition and quality.

It is the subcontractor's responsibility to check material for damage and quality issues. Any material received that is not suitable for processing should be returned unprocessed and TKM alerted to any quality issues as soon as possible.

6.2 Batch Tracability

Please keep all batches sent segregated on separate pallets or separated by cardboard. Batches must also be specified individually on any paperwork supplied.

6.3 Accurate Paperwork

Please ensure that the quantities/sheet counts detailed on your paperwork are accurate. Please specify batch details. Please quote our production order and purchase order number on all paperwork.

6.4 Material Defects

The material you receive should be in good commercial quality, however, if a defect is discovered during the processing of the material please follow the guidelines below:

- a) Packs of sheet – stop if the defect is still evident 6 sheets into the pack.
- b) Coil – stop if the defect is still evident 5m into the coil.

6.5 Returning of Defect Material

In the case of a) or b) please add defective sheets to the top of the returning pack (segregated by card) and clearly identify on the paperwork.

6.6 Other Requirements

All material must be supplied in accordance with details identified on individual product sheets.

In the event of ThyssenKrupp material being processed in an unsatisfactory or defective manner the supplier should arrange to replace the material and either:

- a) Cover the cost of a replacement from an alternate source.
- b) Re-process alternate material to a satisfactory standard as a priority and deliver within the required time scale.

7.0 After we have placed our order

After we have sent our order to you we would expect to receive the following from you:-

7.1 Order Confirmation

Please send your order confirmation as quickly as possible, at least within 7 days.

7.2 Weekly order status report

We have found that it is very useful to receive a weekly report showing the status of all due orders. It saves a great deal of time and can draw attention to possible problems or delays.

7.3 Advise production or transport delays

As soon as you are made aware of any production or transport problems please inform us immediately with revised delivery dates where applicable.

7.4 Quick response times.

As part of your Key Performance Indicators, we measure the level of customer service we receive from you. Integral to this is your response time when asked to progress orders and the flow of information from you should there be a delay in giving us the required information.

8.0 Delivering Goods to TKM (UK) Sites – Booking In Requirements.

Due to high volumes of traffic at our sites we operate a system of pre-booked goods inwards delivery slots. This means that any company making a delivery can be assured of a quick turn for on time deliveries; it also allows us to manage the traffic on site and ensure we have sufficient resource for our own customer deliveries and collections.

Please note that deliveries to **all** TKM(UK) sites should be booked in at least 48 hours prior to prior to delivery (this includes all Metalfast sites). All deliveries will be allocated a time slot and delivery should be made during this period. If a delivery misses its slot, another one will be allocated as soon as possible. If your delivery is running late you are advised to inform our goods-in team as soon as possible so we may re-allocate slots and minimise the delay to the offloading of your vehicle.

Any vehicles arriving without a pre-booked slot will not be offloaded.

Please note that collections of any reject materials should also be advised to the goods-in team prior to collection.

Telephone numbers for the appropriate goods inwards contacted are listed in the following section.

9.0 Main Contact Details for TKM (UK) and Metalfast Branches

HEAD OFFICE & CENTRAL WAREHOUSE ADDRESS

ThyssenKrupp Materials (UK) Limited
 Cox's Lane
 Cradley Heath
 West Midlands
 B64 5QU

Head Office Contacts	Tel	Fax
Central Purchasing Group	01384 563 107	01384 563 196

Direct lines:

Phil Relph	01384 563 146	01384 563 194	philip.relph@thyssenkrupp.com
John Whitehouse	01384 563 165	01384 563 194	john.whitehouse@thyssenkrupp.com
Josephine Relph	01384 563 163	01384 563 196	josephine.relph@thyssenkrupp.com
Chris Cleary	01384 563 152	01384 563 196	chris.cleary@thyssenkrupp.com
Rachel McMeechan	01384 563 166	01384 563 196	rachel.mcmeechan@thyssenkrupp.com
Matt Dunn	01793 767 652	01793 767 654	matthew.dunn@metalfast.co.uk

TKM Purchase Ledger	01384 563 106	01384 563 195
Metalfast Purchase Ledger	01793 767 661	01793 767 650

Purchasing Product Responsibilities:

Philip Relph	– Group Purchasing Manager	
John Whitehouse	– Buyer	– Plastics
Josephine Relph	– Buyer	– Stainless Steel
Chris Cleary	– Buyer	– Aluminium Flat rolled products
Matt Dunn	– Buyer	– Aluminium long products

Central Warehouse Contacts

Administration	01384 563 190	01384 563 192
Booking deliveries	01384 563 179	

BRANCH ADDRESSES

	Tel	Fax
Alserco (UK) Ltd		
Cox's Lane		
Cradley Heath	01384 563 133	01384 563 193
B64 5QU		

ThyssenKrupp Materials (UK) Ltd		
Plastics Division		
Southern Sales Office	01179 532 400	01179 534 519
Unit G Malago Vale Estate		
St Johns Lane		
Bedminster		
Bristol BS3 5BQ		

ThyssenKrupp Materials (UK) Ltd		
Plastics Division		
Midlands Sales Office	01384 563 144	01384 563 989
Cox's Lane		
Cradley Heath B64 5QU		

Bristol Branch	Tel	Fax
ThyssenKrupp Materials (UK) Ltd		
Unit 1, Farleigh House		
Farleigh Court	01275 465 510	01275 465 519
Flax Bourton BS48 1UR		

Camberley Branch

Tel

Fax

ThyssenKrupp Materials (UK) Ltd
 Unit 2
 Watchmoor Point
 Watchmoor Road
 Camberley GU15 3AD

01276 673 173

01276 673 189

Heywood Branch

Tel

Fax

ThyssenKrupp Materials (UK) Ltd
 Phoenix Close Industrial Estate
 Phoenix Close
 Heywood
 Lancs OL10 2JG

01706 361 000

01706 693 933

Metalfast Branches

Important - Booking line for deliveries to all Metalfast Sites 01793 767676

Metalfast Swindon

Blackworth
 Industrial Estate
 Highworth
 Swindon
 Wiltshire SN6 7RF

Tel. 01793 767676

Fax 01793 767654

Metalfast Midlands

Hainge road
 (Corner of
 Lower City Road)
 Tividale
 Oldbury B69 2NR

Tel. 0121 521 1111

Fax 0121 521 1133

Metalfast Northwest

Unit 3 Rok
 Court Parkway
 Denton
 Manchester M34 3SG

Tel. 0161 320 2488

Fax 0161 320 2499

Metalfast Anglia

Unit 11
 Cirrus Court
 Glebe Road
 Huntingdon
 Cambridgeshire PE29 7DL

Tel. 01480 451144

Fax 01480 420910

Metalfast Leeds

Unit 10
 Vantage Point
 Howley Park Road
 East Morley
 Leeds LS27 0SU

Tel. 01132 012 400

Fax 01132 012 409

10.0 Deliveries to Cox's Lane Site – Access Instructions

Important safety note re deliveries to this site

The western end of Cox's lane (as approached via the A459) is a residential area. There is a weight restriction of 7.5 tonnes for vehicles using this end of the street.

The residents of this area are rightfully alarmed by the illegal HGV traffic at this end of the street. We are concerned that if our suppliers use this route to deliver to our site there is a serious potential for an accident involving one of our neighbours or their family members. There is also the issue of damage to property and the constant disruption to members of the public.

As a supplier to TKM (UK) it is important that you make deliveries to our premises in a safe and responsible manner and instruct all of your drivers and subcontractors that they are not to access our site by this route.

Suppliers found breaching this term will be charged a £100 administration charge. Suppliers constantly approaching in an illegal manner will be reported to the Police and will be removed as a supplier to TKM (UK).

For more information please see the maps on page 44.

10.1 Instructions for delivering drivers

The Cox's lane processes deliveries of many products that have been dispatched from suppliers in many countries worldwide. In order to make this process as simple as possible for everyone concerned and remove the possibility of subsequent delivery queries we require all delivering drivers to follow the following simple process:

- All vehicles entering the site will be expected to stop on the incoming weighbridge and report to the adjacent driver's window.
- Vehicle details will be logged along with its weight.
- The driver will be given a numbered card to show the goods in department they have attended the window and been weighed.
- The driver will also be issued with a set of site safety rules including the use of Hi-Vis vests, Safety Boots and Hard Hats whilst in the yard areas.
- If your drivers do not have the relevant PPE, a set will be issued for use whilst on site apart from Safety boots, if they do not have their own pair they will have to remain in the vehicle whilst it's unloaded.
- Drivers will then be given directions to their relevant loading or un-loading point
- Once loaded or Un-loaded they will exit the site stopping on the outgoing weighbridge
- They will need to hand back their numbered card and any PPE issued to them, their weight will also be logged.

Any driver refusing to comply with any of the above steps will be asked to leave the site.

A set of safety instructions is available in seven different languages.

Thyssen Krupp takes very seriously the safety of employees and visitors whilst on their site and thank you in advance for your co-operation.

If you have any questions or concerns please do not hesitate to contact Chris Wilson, Head of Central Warehouse.

10.2 Security Ramp - Instructions for entering Cox's Lane Site

Our Cox's lane site has a rising kerb type entrance barrier for security purposes.



10.2.1 Vehicles entering site.

All delivery vehicles should enter Cox's Lane from Powke Lane end only.

Access from Halesowen Road is through a housing estate and HGV restricted.

10.2.2 Rising Kerb – Instructions for entry.

A rising kerb is in operation in the site entrance during certain hours of the day.

Kerb Lowered – Traffic Light Off

- Vehicle may enter the site.

Kerb Raised – Traffic Light on Red

- Turn into site entrance and wait for Kerb to lower and traffic light to change to green.
- Vehicle may then enter site.

Kerb Lowered – Traffic Light on Red

- Wait until exiting vehicle has cleared site entrance. Kerb will start to rise. Turn into site entrance and wait for Kerb to lower and traffic light to change to green. Vehicle may then enter site.

Note:

If following another vehicle onto site the kerb should be allowed to raise and lower again before proceeding.

10.2.3 Vehicles leaving site



All delivery vehicles should turn right towards Powke Lane when leaving site entrance.

Rising Kerb.

- Kerb Lowered – Traffic Light Off

Vehicle may leave site.

- Kerb Raised – Traffic Light on Red

Driver to report to Drivers Reception and request kerb to be lowered. Vehicle should wait behind hatched white line until kerb lowers and traffic light changes to green (If vehicles wait too close to the rising kerb it will remain in the up position until the vehicle has reversed back off the sensor). Vehicle may then leave site.

Note:

Vehicles entering site have priority (the traffic light will not change to green until the vehicle entering has cleared the entrance).

If following another vehicle off site the kerb should be allowed to rise and lower again before proceeding.

11.0 STANDARD PRODUCT SPECIFICATION AND CERTIFICATION

All items supplied must conform to the following specifications, unless specified otherwise in writing on the relevant ThyssenKrupp Materials (UK) Ltd purchase order.

We will not accept material that does not conform to the specifications below. All material specifications are checked as part of the goods in procedure.

Please note all paperwork must be with material on delivery.

11.1 ALUMINIUM COIL

PRODUCT SPECIFICATON(S)

Standard products: EN 485/515/573

TEST CERTIFICATES

Full Mechanical & Chemical Test Certificates / Certificates of Conformity to BS EN ISO 9001 : 2000. Stating ALL relevant EN/BS product specification (as stated on PO) and Pack/ Batch identification No. Original Certificates or legible copies must be supplied – fax copies are not acceptable.

QUANTITY TOLERANCE

+/- 10% per item.

11.2 ALUMINIUM SHEET

PRODUCT SPECIFICATON(S)

Standard products : EN 485/515/573 Treadplate: EN1386

TEST CERTIFICATES

Full Mechanical & Chemical Test Certificates / Certificates of Conformity to BS EN ISO 9001 : 2000. Stating ALL relevant EN/BS product specification (as stated on PO) and Pack/ Batch identification No.

Original Certificates or legible copies must be supplied on delivery– fax copies are not acceptable.

Rolling requirements- all sheet must be rolled to bottom / minus thickness tolerances – please confirm expected rolling performance prior to accepting an order if you are a new supplier.

QUANTITY TOLERANCE

+/- 10% per item.

11.3 ALUMINIUM PLATE

PRODUCT SPECIFICATON(S)

EN 485/515/573

TEST CERTIFICATES

Full Mechanical & Chemical Test Certificates / Certificates of Conformity to BS EN ISO 9001 : 2000. Stating ALL relevant EN/BS product specification (as stated on PO) and Pack/ Batch identification No. Original Certificates or legible copies must be supplied on delivery– fax copies are not acceptable.

QUANTITY TOLERANCE

+/- 10% per item.

11.4 ALUMINIUM EXTRUSION

PRODUCT SPECIFICATION(S)

Standard products : BS1474 1987 / BS EN 755

TEST CERTIFICATES

Full Mechanical & Chemical Test Certificates / Certificates of Conformity to BS EN ISO 9001 : 2000. Stating ALL relevant EN/BS product specification (as stated on PO) and Pack/ Batch identification No. Original Certificates or legible copies must be supplied – fax copies are not acceptable.

BACK END DEFECTS

All material should be supplied without back end defect, unless specifically agreed in writing, per order, otherwise. If material is received with back end defect then TKM will reject material on the supplier for credit or replacement.

QUANTITY TOLERANCE

+/- 10% per item.

11.5 STAINLESS STEEL COLD ROLLED SHEET

PRODUCT SPECIFICATION(S)

Standard products : EN 10088 Pt2, BS EN 10259

TEST CERTIFICATES

Full Mechanical & Chemical Test Certificates / Certificates of Conformity to EN 10204 3.1.b and BS EN ISO 9001 : 2000. Stating ALL relevant EN/BS product specification (as stated on PO) and Pack/ Batch identification No. Original Certificates or legible copies must be supplied – fax copies are not acceptable.

QUANTITY TOLERANCE

+/- 10% per item.

11.6 STAINLESS QUARTO HOT ROLLED PLATE

PRODUCT SPECIFICATION(S)

BS1449 Pt 2 1983 ASME SA240
BS1501 Pt 3 1990 ASTM A 240
EN10088-2 ASTM A262 Practice E (304 S11).

Material should be of sufficient commercial quality for the U.K. Market. Material to be free from excessive grind marks.

TEST CERTIFICATES

Full Mechanical & Chemical Test Certificates to DIN50049 and BS EN ISO 9001 : 2000. Stating ALL relevant EN/BS product specification (as stated on PO) Cast or Heat no. and Pack/ Batch identification No. Original Certificates or legible copies must be supplied – fax copies are not acceptable.

QUANTITY TOLERANCE

No of plates to be as stated on order.

SPECIAL NOTE FOR THIS PRODUCT

Plates to be invoiced at agreed billing weight.

11.7 STAINLESS TUBULAR PRODUCTS

PRODUCT SPECIFICATON(S)

Pipe: ASTM A312

Decorative Tube: ASTM A554

TEST CERTIFICATES

Full Mechanical & Chemical Test Certificates / Certificates of Conformity to BS EN ISO 9001 : 2000.
Stating ALL relevant EN/BS product specification (as stated on PO) and Pack/ Batch identification No.
Original Certificates or legible copies must be supplied – fax copies are not acceptable.

QUANTITY TOLERANCE

+/- 10% per item.

STAINLESS STEEL ROUND BAR UP TO 50mm dia.

PRODUCT SPECIFICATON(S)

BS970 Pt 3 1991 ASME SA 479

ASTM A182 ASME SA 182 –96

ASTM A276 NACE MR01/75

ASTM A 479 DIN 17440

TEST CERTIFICATES

Mechanical and Chemical Test Certificates / Certificates of Conformity to BS EN ISO 9001 : 2000.
Stating ALL relevant EN/BS product specification (as stated on PO) and Pack/ Batch identification No.
Original Certificates or legible copies must be supplied – fax copies are not acceptable.

QUANTITY TOLERANCE

+/- 10% per item.

11.8 STAINLESS STEEL ROUND BAR OVER 50mm dia.

All items supplied must conform to the following specifications, unless specified otherwise in writing on the relevant ThyssenKrupp Materials (UK) Ltd purchase order.
We will not accept material that does not conform to the specifications below. All material specifications are checked as part of the goods in procedure.
Please note all paperwork must be with material on delivery.

PRODUCT SPECIFICATON(S)

BS970 Pt 1 1991 ASME SA 479

ASTM A182 ASME SA 182 –96

ASTM A276 NACE MR01/75

ASTM A 479 DIN 17440

BS 1502

BNFL NF00/77/2 (304 S11)

TEST CERTIFICATES

Full Mechanical and Chemical Test Certificates / Certificates of Conformity to BS EN ISO 9001 : 2000.
Stating ALL relevant EN/BS product specification (as stated on PO) and Pack/ Batch identification No.
Original Certificates or legible copies must be supplied – fax copies are not acceptable.

QUANTITY TOLERANCE

+/- 10% per item.

Important Note:

As changes to production methods can subtly alter a product's characteristics. Sometimes rendering them unsuitable to the end customer, even if they still conform to the relevant BS/EN/ISO standards, it is important that if you are considering making changes to your production methods you note the following:

Where a supplier has been successfully delivering material of a specific size and grade for the exclusive use of one TKM(UK) customer, the supplier must not make any changes to the production method that may alter the attributes of that product. If the supplier wishes to make such changes they

must consult with TKM(UK) first and if necessary provide samples so that the material can be approved by the final customer.

TKM(UK) will hold any supplier that changes the specification of such products without proper consultation liable for all reject material and any costs of replacing material from another suitable source.

12.0 STANDARD PACKAGING SPECIFICATIONS

All material should be delivered packed to the following specifications, unless agreed otherwise in writing (if different our packing instructions should appear on our PO).

12.1 General Requirements - Packaging All Products

- 12.1.0 Goods must be packed to our detailed specifications to prevent damage in transit.
- 12.1.1 All Banding to be suitable quality to prevent movement in transit complete with sufficient edge and corner protection to prevent edge damage.
- 12.1.2 Banding to be placed over cross bearers to give extra stability during lifting.
- 12.1.3 All packaging materials should be recoverable and easy to recycle.
- 12.1.4 Cases/Packs to be suitable for Fork Lift Truck/Crane Handling
- 12.1.5 Case/Pack bases and lids to be wider and longer than the contents to prevent edge damage, and to have edge and corner protection.
- 12.1.6 Cases/packs to have sufficiently robust bases to protect the underside of the goods from damage by the forks of lift trucks
- 12.1.7 Metal to be wrapped in suitable waterproofing material and in such a way as to prevent condensation within the case/pack.
- 12.1.8 Lorries/Containers must be loaded to permit off-loading by Fork Lift Truck. Minimum dimensions on any case/pallet between bearers must be 900mm. We do have some limited crane access at Cradley Heath, however vehicles that can only be offloaded by crane can only be accepted with prior agreement.
- 12.1.9 Stainless steel cast numbers must be packed individually.

12.2 Product specific packaging requirements

	Sheet	Coil	Plate / Cast Blocks	Section	Bar / Tubes for Metalfast Sites
Pack Weights	Maximum Case/Pack Weight - 1250kgs (unless otherwise agreed)	Weight - 3.0kgs per mm of width maximum	Maximum Case/Pack Weight - 2000kgs – Metalfast 1250 Kgs – TKM Sites	Maximum Pack Weight - 1000kgs	Packs to be a minimum of 250Kgs Maximum of 2000Kgs.
Bearers/ Blocks	Wooden Bearers of a minimum 75mm depth.	Coil that is specified to be packed EYE-TO-SKY on Pallets with a minimum 100mm ground clearance and with lids. Coil that is specified to be packed AXIS HORIZONTAL on Cradles with a minimum 100mm ground clearance.	Wooden Bearers of a minimum 75mm depth	Wooden Bearers of a minimum 75mm depth.	Wooden Bearers of a minimum 75mm depth.
Packing Method	Tissue Interleave aluminium only of necessary for protection in transit. Tissue Interleave all Stainless Steel BA/2R sheet	Coil to be packed to prevent water ingress and damage in transit or handling. Cradles to be constructed suitably to withstand prolonged handling	Cases/packs to have sufficiently robust bases to protect the underside of the goods from damage by the forks of lift trucks.	Special Sections / Profiles: Cardboard Outer banded to Blocks. Standards Banded to blocks with clear plastic sleeve outer.	Band to bearers to enable offloading by fork lift. Sleeving or interleaving not required.
Size Restrictions		Coil Sizes: Internal Diameter - 400mm minimum, 508mm maximum Outside Diameter - 1290mm maximum			
Other Comments	Case/Pack lids must protect metal when stored in stacks.	Should any coil fall outside the above specification, please advise our office before dispatch.	Only one grade and cast number per case.	All Anodising Quality, Anodised and Painted Extrusions to be tissue-interleaved. Packs to be free from Swarf.	No Mixed size bundles. Bundles to be regular in size and stackable.

12.3 Product Labelling Requirements

Sheet	Coil	Plate	Section	Metalfast Bar / Tubes
Our Purchase Order No.	Our Purchase Order No.	Our Purchase Order No.	Our Purchase Order No.	Our Purchase Order No.
Specification	Specification	Specification	Specification	Specification
Size	Size	Size	Size	Size
Accurate Sheet Counts	Net Weight	Accurate Sheet Counts	Quantity – In Metres	Net Weight
Net Weight	Gross Weight	Net Weight	Net Weight	Gross Weight
Gross Weight	Pack / Batch ID No. (Must cross-refer to test certificate).	Gross Weight	Gross Weight	Pack / Batch ID No. (Must cross refer to test certificate).
Pack / Batch ID No. (Must cross-refer to test certificate).	Position of label: left hand side of case.	Pack / Batch ID No. (Must cross refer to test certificate).	Pack / Batch ID No. (Must cross refer to test certificate).	Position of label Bundles – End of Pack
Position of label: left hand side of case.			Cartons/ Cases – at each end	
			Position of label Bundles – Left hand side.	Material should be colour coded in accordance with following section.
			All Metalfast products should be colour coded.	

12.4 Metalfast Colour Codes

<u>Colour</u>		<u>Aluminium</u>
	Black	6063
	Blue	6082
	Green	5083
	Orange	6061
	Red	2011
	Yellow	2014
Blank	Blank	<i>Fortal</i>
	Light Blue	
	Brown	6262
	Grey	2024
	Purple	7075
	Lime Green	2618
	Gold	6012i (Lead Free)
	White	2011i (Lead Free)
	Pink	
	Red & Black	
	Red & Orange	
	Brown & Red	
	White & Red	
	Yellow Black	

12.5 Examples of Packaging.

Examples of Sheet Packaging



Picture showing position of banding on sheet / plate pack.

Please note that the banding is positioned over the bearer to improve strength.



Edge protection is important for sheet packs, please also note label positions.



Close up of edge protection.

Coil Packaging



'Eye to side' coil packed on a cradle.



'Eye to Sky' coil packed on a pallet with a lid and banded securely.



Section Packaging



Extrusion profiles packed symmetrically banded at regular intervals. The wooden braces allow pack to be fork lifted. Corner protection on the underside gives added protection.



Standard extrusions – we prefer minimum required packaging to protect in transit. This pack has bearers and cardboard sheet on underside only.



Delicate profiles should be packed in cardboard boxes.

Metalfast Orders



Neatly packed bars in stock at our Swindon warehouse. Please note colour coding on bar ends.

Pack is banded in regular shape to enable stacking and offloading with a forklift truck.



Neatly packed and colour coded pack of flat bar. Please note that plastic sleeving is NOT required.



Pack of plate – note banding / Label position.

13.0 How to help us pay you on time.

It is important to us that our suppliers get paid on time and correctly. However to enable us to do this it is important that suppliers, as a minimum requirement, adhere to the following:

Supplier Details

All suppliers should advise the following information immediately upon setting up an account for TKM (UK) Ltd:

- 12.1 Bank account details Inc; bank name, address, account number, sort code.
- 12.2 Confirm a contact name in the supplier's credit control department including: telephone, fax number, email address and hours of work.
- 12.3 Confirm payment terms in writing e.g. number of days, discounts etc.

Note: Whenever any of the above change the supplier should reconfirm these details ASAP.

Payment Terms

All of our payment terms are agreed as 'End of Month' (EOM). E.g. this means that if we have agreed payment terms of 90 days you will get paid 90 days after the end of the month in which the item were delivered.

Please note that the number of day's credit is calculated from when the material reaches our warehouse and should not be taken as the date when the material was dispatched from your facility.

This process is due to our internal systems. We are not able to reliably process payments on a set number of days after delivery.

Invoices

All invoices for ThyssenKrupp Materials should be posted to the following address:

ThyssenKrupp Materials (UK) Ltd,
Purchase Ledger Dept,
Cox's Lane,
Cradley Heath ,
West Midlands,
B64 5QU

All Invoices for Metalfast Should be sent to:

Metalfast

Blackworth Industrial Estate
Highworth
Swindon
Wiltshire
SN6 7RF

Please do not send invoices direct to our branch locations.

All invoices should state:

- Our purchase order number.
- Brief description of goods.
- Unit price (note all invoices should be expressed in the same units as stated in our original Purchase order e.g. if we order per KG then the invoice should be per KG).
- Total amount due.

Note: Any invoices received without our PO number stated will be returned unpaid.

Statements

We are unable to guarantee prompt payment unless a statement is provided for your account. If invoices are paid late because we have not received a statement on time then we will proceed to deduct any discounts etc that were due.

Statements are a key part of our payment process and are normal in the UK market. Therefore we must insist that all suppliers provide us with the following:

The statement of account faxed, posted or emailed at the start of every calendar month.

All outstanding invoices should be listed on the statement including the following information:

- Invoice number.
- Date of invoice.
- Amount due.
- Date amount is due.

All statements should be sent to Cox's Lane for TKM orders and Swindon for Metalfast orders.

Purchase Ledger Department contact details:

TKM Purchases

Telephone: 01384 563 106

Fax: 01384 563 195

Email: parminder.brar@tkmuk.thyssenkrupp.com

Metalfast Purchases

Telephone: 01793 767 661

Fax: 01793 767 650

Contact: Jayne Roland Hill

Email: purchaseledger@metalfast.co.uk

Deductions from your account

Please note that in extreme circumstances we may deduct amounts from your account. We will normally confirm this to you in writing prior to the event. This is due to non-performance on the suppliers behalf and would normally be due to the following:

- Outstanding rejections older than 45 days that have not been resolved.
- Late payments of any volume rebates or similar.
- Administration charges incurred to rectify suppliers poor performance.

14.0 Supplier Review Meetings

At Thyssen Krupp Materials (UK) we aim to 'get it right first time' and all of our suppliers play a major part in our attempt to do this. In the future we expect TKM (UK) to develop closer and stronger relationships with suppliers that help us to succeed.

Main suppliers to TKM (UK) are invited to participate in quarterly or half yearly performance reviews at either the supplier's premises or that of TKM (UK).

In order for us to recognise how suppliers are performing we have a set of key performance indicators (KPI's). These cover the following measures:

- On time delivery performance
- Quality
- Quotation time
- Customer service
- Response to progress requests
- Agreement of any material subject to a quality complaint
- Goods Inwards procedure
- Production tolerances

During these meetings we would also review the following:

- Business volumes to date, expected versus actual.
- Capacity reservations.
- Lead times.
- Market situation.
- Joint ventures / initiatives.

15.0 Management Information

Suppliers delivering > 50 tonnes per year should submit quarterly (or more frequently) management information summaries to the relevant buyer. This should detail:

- Volumes & value purchased to date – based on TKM(UK) financial year Oct – Sept or Calendar year.
- Progress towards any volume agreements.
- Outstanding orders.
- Ontime delivery performance.
- Summary of contact activity during the quarter with TKM(UK) sites.
- Update of any developments within the suppliers business.
- List of any outstanding quality claims / rejections and detail of the current status.

16.0 REACH Legislation

Recommendation and requests from ThyssenKrupp Materials (UK) Ltd as a Downstream User (Customer) to Suppliers regarding Pre-registration / Registration

Concerning all products supplied to us which can be substances, preparations or articles according to the REACH terminology:

- 15.1. At this stage, we strongly recommend and expect that all substances, which require registration and are contained in the products you are supplying to us, will be **pre-registered** (between 1 June and 1 December 2008) by your company or by your upstream supplier
- 15.2. At this stage, we also recommend and expect that all substances, which require registration and are contained in the products you are supplying to us, will be **registered**
- 15.3. Regarding the substances that are contained in the product and require registration – please take note of the crucial REACH **registration deadlines** for those substances which are decisive for the product properties
- 15.4. We expect that your business will take organisational measures to manage the implementation of the REACH regulation requirements including appointing an only representative in the EU if applicable
- 15.5. If you do not intend to pre-register any substance that is currently in use, please get in contact with our REACH contact person (see 15.8 below)
- 15.6. We expect that you will appoint a single point contact for your company covering all legal entities
- 15.7. Your single point contact details.
Please provide full contact details for the person in your company responsible for REACH issues
- 15.8. Our single point contact details.
Please find below the full contact details for the person in our company responsible for REACH issues
Mr Bob Platten
ThyssenKrupp Materials
Cox's Lane
Cradley Heath
B64 5QU

bob.platten@thyssenkrupp.com

- 15.9. Please provide your contact details and questions to:

Mr Bob Platten
ThyssenKrupp Materials
Cox's Lane
Cradley Heath
B64 5QU

bob.platten@thyssenkrupp.com

17.0 RESOLVING QUALITY ISSUES

When we encounter a quality issue with material supplied by your organisation the following will happen:

The 'Material Rejection Report Management System' has five basic steps.

Status 1	Rejection proposed internally.
Status 2	Rejection authorised internally.
Status 3	Rejection agreed by supplier, material awaiting collection.
Status 4	Awaiting Credit Note.
Status 5	Rejection completed.

Status 1 – Rejection Proposed Internally

Initial request for rejection raised by TKMUK user.

Supplier contacted about intended rejection by relevant TKMUK personnel.

Status 2 – Rejection Authorised Internally

Rejection approved by authorised TKMUK personnel.

Copy of 'Notification of Rejection' forwarded to supplier by relevant TKMUK personnel.

The supplier will have 15 days from receipt of 'Notification of Rejection' to acknowledge and inspect material and/or agree rejection.

Note: If the 'Notification of Rejection' has not been acknowledged and actioned by the supplier within 15 days a debit note will be raised for the value of the rejection.

Status 3 – Awaiting Collection (Rejection agreed by Supplier)

Material awaiting collection from TKMUK when the rejection has been agreed.

The supplier will have 45 days from the date of agreement of rejection to collect material.

Note: Any material not collected within 45 days of date of agreement will be scrapped.

Status 4 – Awaiting Credit (Rejection/scrapping agreed by Supplier)

Material that is has been collected or agreed to be scrapped and is awaiting a Credit Note from the supplier.

The supplier will have 45 days from the date of agreement of rejection to issue the Credit Note.

Note: Any material not collected within 45 days of date of agreement will be scrapped.

Status 5 – Credit Received

Credit Note received and entered onto TKMUK system and rejection completed.

Note: Total time allowed from date of 'Notification of Rejection', agreement of rejection, agreement to collect/scrap, collection of material and issue of Credit Note will be a maximum of 60 days.

Supplier Review Meetings

These figures will be monitored and analysed as part of the Key Performance Indicators used in individual Supplier Review Meetings.

18.0 ENVIRONMENTAL POLICY STATEMENT

ThyssenKrupp Materials (UK) Limited specialise in the stockholding and distribution of tool steel, engineering steels, special steels and aluminium semi fabricated products, seek to ensure that this policy and its associated environmental practices and management systems are understood, implemented and maintained at all levels within the organisation.

In formulating this policy we have:

- Referred to BS EN ISO 14001 2004 Section 4.2.
- Completed an Environmental Review.
- Compiled both a Register of Legislation and Aspects Register.

The Company is committed to prevention of pollution and its effect on the environment in accordance with BS EN ISO 14001 and comply with any relevant legislation. To achieve this targets will be set to:

- Continually improve emissions for all areas identified in the aspect evaluation.
- Control energy usage and reduce waste through ongoing monitoring and reduction measures.
- Regularly assess our impact on the environment and react as necessary.
- Control and monitor procedures to ensure compliance by way of regular reviews and audits and regularly assessing our effect on the environment and reacting if necessary.
- Co-operate with the regulatory authorities as required.
- Integrate our environmental principles, programmes and practices into the management of our business through incorporation within our process manuals.
- Through regular training will provide guidelines, educate and motivate employees to work in an environmentally responsible manner.
- Will provide relevant information regarding our environmental performance to all employees, customers, contractors, suppliers, local community, regulating authorities and other interested parties.
- Maintain safety and environmental emergency plans for potential on and off site incidents.
- Monitor our environmental performance through our EMS and maintain and review current and incoming legislation.

In striving for environmental excellence we are committed to the continual improvement of our environmental performance, pollution prevention and compliance with, or wherever possible, exceeding legislative requirements and will consider through purchasing and manufacturing the best practice and alternatives available.

All enquiries regarding this Policy Statement or ThyssenKrupp Materials (UK) Limited's objectives should be directed to the company Managing Director or the Group Health & Safety Manager.

APPENDIX A**THYSSENKRUPP MATERIALS (UK) LIMITED
CONDITIONS OF PURCHASE****1. DEFINITIONS**

“The Buyer” means ThyssenKrupp Materials (UK) Limited or any of its subsidiaries.

“The Seller” means the person, firm or company to whom this Purchase Order is addressed.

“The Goods” means the articles or materials or any of them to be supplied by the Seller to the Buyer pursuant to the Purchase Order (including any articles or materials supplied in connection with Services).

“Services” means work and/or services or any of them to be performed by the Seller for the Buyer pursuant to this Purchase Order.

“The Contract” means the contract for the sale of the Goods and/or provision of Services made between the Seller and the Buyer to which these Conditions apply.

2. APPLICATION

These Conditions shall apply to and be incorporated in the Contract and shall be in substitution for any oral arrangements made between the Buyer and the Seller and shall prevail over any inconsistent terms or conditions contained in or referred to in the Seller's quotation or acceptance of order or correspondence or elsewhere or implied by trade custom or practice or course of dealing and no addition to or variation of or exclusion or attempted exclusion of the Purchase Order and/or these Conditions or any of them shall be binding upon the Buyer unless in writing and signed by a duly authorised representative of the Buyer.

3. VALIDITY

The Buyer shall be bound by an Order only if issued on the Buyer's official written or faxed Purchase Order.

The Purchase Order may be cancelled by the Buyer at any time prior to its acceptance by the Seller. Following such acceptance Condition 22 shall apply.

4. ORDER ACCEPTANCE

The acceptance of the Purchase Order is limited to and conditional upon acceptance by the Seller of these Conditions.

The performance of Services or delivery of Goods by the Seller pursuant to the Order shall constitute acceptance of these Conditions of Purchase where acceptance has not previously been communicated to the Buyer.

5. QUALITY AND DESCRIPTION

It is a condition of the Contract that the Goods shall conform with the quality and description and other particulars of the Goods stated in the Purchase Order, shall conform to all samples, drawings, descriptions and specifications furnished by the Buyer to the Seller, shall be of merchantable quality and fit for any intended use expressly or impliedly made known to the Seller and free from all defects.

Except insofar as the specifications otherwise indicate the Goods shall conform to the latest relevant British Standards specification or if none exists with the best standards of the industry. All Services shall be supplied in full accordance with the terms of the Purchase Order and shall be executed in a proper and skilful manner by properly qualified and experienced persons. These provisions shall survive any delivery, inspection, acceptance or payment pursuant to the Purchase Order and shall extend to any replacement, repaired, substitute or remedial Goods, and/or Services provided by the Seller with the consent of the Buyer.

6. HEALTH AND SAFETY

The Seller shall comply in all respects with Section 6 of the Health and Safety at Work Act 1974 in the performance of this Purchase Order.

7. QUANTITIES

The Seller shall deliver the quantity specified in the Purchase Order unless otherwise agreed in writing. The Buyer reserves the right to reject incomplete deliveries and return excess quantities at the Seller's expense and risk.

8. INSPECTION AND REJECTION

The Seller shall carefully inspect and test the Goods prior to delivery to ensure that they comply with the requirements of the Purchase Order and the Seller shall if so requested by the Buyer give the Buyer reasonable notice of any such tests and the Buyer shall be entitled to be represented thereat. The Buyer reserves the right to call for certificates of origin or test certificates for the Goods at any stage of manufacture/assembly. Such certificates must clearly state the Buyer's order numbers and any item/equipment numbers. If as a result of any inspection or test the Buyer finds that the Goods and/or Services do not comply with the Purchase Order or are unlikely on completion of manufacture/processing/performance so to comply it may inform the Seller and the Seller shall take such steps as are necessary to ensure such compliance. These rights are without prejudice to all other rights of the Buyer.

All Goods shall be received at the place of delivery subject to the Buyer's inspection and approval. Any Goods rejected as not conforming to the Purchase Order shall be returned at the Seller's risks and expense. The Seller shall replace any rejected Goods upon receipt of the Buyer's prior written authorisation with Goods which are in all respects in accordance with the Purchase Order and in accordance with the terms of such authorisation. If the Seller fails so to do the Buyer shall be entitled to purchase replacement goods from another source and the Seller shall indemnify the Buyer against all losses and expenses incurred by the Buyer in connection with the rejected Goods and/or the purchase of replacement goods.

9. DELIVERY

Time is of the essence in the performance of the Purchase Order. If delivery dates or the dates for the provision and/or performance of Services cannot be met, the Seller shall promptly notify the Buyer of the earliest possible date for delivery or the provision and/or performance of Services. Notwithstanding such notice the Buyer shall be entitled at its option to treat the Contract as repudiated in whole or in part. The Buyer shall be entitled to exercise its option at any time notwithstanding that it has acquiesced in any delay unless a duly authorised representative of the Buyer has granted the Seller a written extension of time for delivery and the said extension has not yet expired.

The Seller shall indemnify the Buyer against all losses (including consequential losses) incurred by the Buyer as a result of the Seller's failure to effect delivery on the date or dates originally specified including (save where an extension has been agreed and the Goods are delivered or Services performed within such extension) the costs incurred by the Buyer in purchasing substitute Goods and/or Services.

All Goods shall be properly packed and secured in such manner as to enable them to reach their destination in good condition. Goods shall be delivered by the Seller to the premises specified in this Purchase Order or as subsequently specified by the Buyer with advice notes quoting the Buyer's order number. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Order and the delivery has been accepted by a duly authorised agent, employee or site representative of the Buyer. No charge shall be made for carriage nor for wrapping, packing, cartons, boxes, crating or containers unless specified in the Purchase Order; the Buyer shall not be responsible for returning any such materials.

Consignment or part deliveries may be rejected unless a duly authorised representative of the Buyer has agreed in writing to accept such deliveries.

The Goods may be rejected if the following documents (where applicable) are not supplied with the Goods:-

(a) Test Certificates and/or Certificates of Conformity to BS EN ISO 9002;

(b) Packing Lists showing our Order number, specification, size, quantity, net and gross weights.

Without prejudice to Condition 20 if for any reason the Buyer is unable to accept delivery of the Goods on the agreed delivery date the Seller shall at its expense store the Goods for a reasonable time having regard to the circumstances and shall safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery.

- If a carrier is appointed in connection with any Order such carrier shall be deemed to be an agent of the Seller and not of the Buyer.
10. **RISK**
The Goods shall be at the Seller's risk at all times until delivery to the Buyer at its premises or as otherwise specified by the Buyer.
11. **TITLE**
The property in Goods purchased shall pass to the Buyer on delivery in accordance with this Purchase Order without prejudice to any right of rejection to which the Buyer may be entitled hereunder or otherwise.
Where the Buyer pays part of the contract price before taking delivery of the Goods or any part thereof then such payments shall be regarded as part payments of the contract price and not deposits and the property (but not the risk) in the Goods and in any materials procured for or manufactured by the Seller for the purposes of the contract, shall pass to the Buyer from the date of such payments up to the total value thereof. Risk shall pass upon delivery of the said Goods or materials to the point specified in the Order.
12. **PRICES**
All prices shall be as stated in the Purchase Order. If no price is stated for any item, the price of that item or Service shall be the lowest price currently quoted or charged at the date of the Purchase Order by the Seller for that item or Service but in no event higher than the price most recently charged to the Buyer by the Seller for that item or Service. All prices are fixed and inclusive of delivery and all other charges and dues are not subject to adjustment save as specifically provided in these Conditions, or unless specifically agreed otherwise in writing by a duly authorised representative of the Buyer.
If the Seller is registered for VAT it shall be required to issue a proper tax invoice in accordance with the relevant legislation before the Buyer shall be required to make payment for Goods and/or Services supplied in accordance with the Order.
13. **PAYMENT**
Unless otherwise stated in the Purchase Order invoices shall not be rendered by the Seller until completion of delivery of all of the Goods and/or performance of all Services the subject of the Order and payment shall be due at the end of the month following the month of receipt of the Seller's invoice.
The Buyer specifically reserves the right to deduct from any monies due or to become due to the Seller any monies due to the Buyer from the Seller.
14. **INFORMATION**
All specifications, drawings, sketches, models, samples, tools, designs, technical information or data and other information, (whether written oral or otherwise) furnished to the Seller by the Buyer or on its behalf shall remain the property of the Buyer and shall be returned promptly to the Buyer (together with all copies) at the Buyer's request. Such information shall be treated by the Seller as strictly confidential, shall be kept safely and shall not be used or disclosed by the Seller except strictly as required in the course of performance of this or any other Purchase Orders for the Buyer.
Unless the Buyer has otherwise agreed in writing, information furnished or disclosed by the Seller to the Buyer shall not be considered confidential or proprietary information and shall be acquired by the Buyer free of restrictions of any kind.
The Seller shall be wholly responsible for any discrepancies, errors or omissions in any information furnished to the Buyer whether such information has been approved by the Buyer or not.
15. **TOOLS AND EQUIPMENT**
All tools, special dies, moulds, patterns, jigs and other equipment furnished by the Buyer to the Seller and any replacements therefor shall remain the property of the Buyer and the Seller shall deliver the same up to the Buyer or its designee immediately upon request of the Buyer at any time. The Seller shall maintain the same in good order and condition and keep the same separately from the Seller's property and plainly identified as being the property of the Buyer, and shall not use the same except in fulfilling this or any other Purchase Order of the Buyer. All such items shall be held at the Seller's risk and shall be insured by the Seller at its expense for an amount equal to their replacement cost and with sums recovered payable to the Buyer.
16. **BUYER'S MATERIALS**
Where the Buyer issues materials to the Seller for the performance by the Seller of Services thereon or otherwise for use in connection with the Order such materials shall be and remain the property of the Buyer.
Such materials shall be maintained in good order and condition by the Seller, shall be used only in connection with the Order and shall be at the risk of the Seller from the moment it takes delivery thereof until the time of redelivery. Delivery for the purposes of this paragraph shall mean the time of parting with physical possession by the Buyer and redelivery shall mean upon the regaining of physical possession and acceptance of redelivery by a duly authorised agent, employee or representative of the Buyer.
Any surplus materials shall be disposed of in accordance with the Buyer's directions and (without prejudice to Condition 18) any materials wasted as a result of the Seller's bad workmanship or negligence shall be replaced at the Seller's expense.
The Seller shall forthwith upon the Buyer's request at any time deliver up to the Buyer all materials issued to it by the Buyer.
17. **CHANGES**
The Buyer may at any time, by written notice to the Seller make changes in quantities, specifications, designs, testing, packing or destination of the Goods and postponements in delivery schedule(s) and/or changes to the nature, scope, extent or manner of provision of Services. If any such change causes a material increase or decrease in the cost of or the time required for performance, an equitable adjustment under this Condition shall be made within 14 days after receipt by the Seller of written notice of the change, and any such claim by the Seller not made within such period shall be deemed waived. No changed Order shall be binding upon the Buyer unless it is made in writing and signed by a duly authorised representative of the Buyer.
18. **GUARANTEE**
Without prejudice to the Buyer's rights at law the Seller guarantees the Goods and/or Services for 12 months from the date of delivery or completion against all defects not arising from a design furnished by the Buyer, and shall if so required by the Buyer upon the occurrence within the said period of 12 months of any fault or defect reimburse the price of the Goods, whereupon the Buyer shall return the same at the Seller's risk and expense or (at the Buyer's option) repair or replace the same or in the case of Services perform any remedial work which may reasonably be required by the Buyer at the Seller's cost or (at the Buyer's option) reimburse the price of the Services to the Buyer.
19. **INDEMNITY**
The Seller shall indemnify and hold the Buyer harmless from any and all claims, liabilities, damages or expenses (including consequential loss and damage).
(a) Arising from or in connection with any alleged or actual infringement by reason of the use or sale of the Goods or the performance or utilisation of the results of Services of any patent, utility model, registered design, copyright, trade mark or other proprietary right vested in any other person. This indemnity shall extend to any country where the Seller knows or has reason to believe that the Buyer intends to use, transfer or market the Goods or utilise or deal with Services and the Seller shall defend all such claims or actions and proceedings brought against the Buyer at the Seller's expense;
(b) Sustained by the Buyer or for which the Buyer may be liable as a result of the failure of the Seller to perform its obligations to the Buyer hereunder;
(c) In respect of death or injury caused by or being in any way whether directly or indirectly, a result of the performance of this Purchase Order, to any employee of the Buyer, or of its agents or sub-contractors or any other person on the Buyer's premises;
(d) In respect of any loss of or damage to any property, real or personal, of the Buyer or of any third party whether sustained by the Buyer or by any person to whom the Buyer may be responsible.

Save for death or injury caused by the negligence of the Buyer the Seller shall be solely responsible for the health and safety of any employee of the Seller, its agents or sub-contractors whilst on the premises of the Buyer.

20. FORCE MAJEURE

If the ability of the Buyer to accept delivery of the Goods and/or the provision or performance of Services is delayed hindered or prevented by circumstances beyond the reasonable control of the Buyer such delivery and/or provision or performance shall be suspended and if it cannot be effected within reasonable time after the due date then it may be cancelled by notice in writing by the Buyer to the Seller.

21. TRADE TERMS

If the Purchase Order refers to any international trade term such term shall be interpreted in accordance with INCOTERMS current at the date of the Purchase Order save insofar as such meaning shall be inconsistent with the express provisions of these Conditions of Purchase of the Purchase Order.

22. CANCELLATION

Notwithstanding and without prejudice to any other lawful right of the Buyer, the Buyer shall have the right to terminate the Contract in whole or in part at any time upon giving written notice to the Seller whereupon the Seller shall cease all work on the Order or on the cancelled part thereof as the case may be and the Buyer shall pay to the Seller such portion of the Order price as may be fair and reasonable having regard to the value of the work done, of Goods previously delivered and of Services performed under the Order. The Buyer shall have no other liability to the Seller by virtue of such termination.

23. LICENCES

If the performance of the Order requires the Buyer to have any permit or licence from any government or other authority at home or overseas, the Order shall be conditional upon such permit or licence being available at the time required.

24. PUBLICITY

The Seller shall not without the prior express written permission of the Buyer, publicise in any way the name of the Buyer or the destination or description of the Goods supplied or to be supplied under the Order.

25. SELLER'S DEFAULT

Without prejudice to any other rights or remedies to which the Buyer may be entitled, it may terminate this Purchase Order forthwith and without liability in the event that:

(a) The Seller shall become bankrupt or under section 123 of the Insolvency Act 1986 is deemed unable to pay its debts or compounds with creditors or in the event of a resolution being passed or proceedings being commenced for the administration or liquidation of the Seller (other than for a voluntary solvent winding up for the purpose of reconstruction or amalgamation) or if a receiver or manager is appointed of all or any part of its assets or undertaking; or

(b) The Seller commits any breach of its obligations hereunder and fails to remedy such breach within 14 days of receipt of written notice from the Buyer requiring remedy thereof.

(c) The exercise of the right granted to the Buyer under this Condition shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Buyer. The Buyer shall have the right to enter the premises where the Goods are situated and take possession of the Goods and any materials the property in which has passed to or is vested in the Buyer.

26. WORK ON PREMISES

(a) Where the Order provides for Services to be carried out by the Seller at the Buyer's premises or any other premises stipulated by the Buyer, the Seller shall ensure that any person employed by it or carrying out work on its behalf at such premises:-

(i) Observes all relevant legislation including but not limited to the Health and Safety at Work etc Act 1974 and any relevant regulations made thereunder:

(ii) Disposes of waste in accordance with the Environmental Protection Act 1990 and complies with all relevant regulations made thereunder:

(iii) Complies with all requirements as to security on entering or leaving the premises: and]

(iv) Does not commit any act which will render the Buyer liable to any third party at common law or by virtue of any statute.

(b) The Seller shall maintain public liability insurance in the sum of not less than £3,000,000 for any one occurrence and shall if requested produce to the Buyer evidence of such insurance.

27. WAIVER

Failure on the part of the Buyer to exercise or enforce any right conferred by the Contract or at law shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

28. ASSIGNMENT

The Seller shall not without the prior written consent of the Buyer assign, transfer or sub-contract all or any part of the Purchase Order or delegate any duties hereunder and any such purported act shall be void.

29. SEVERABILITY

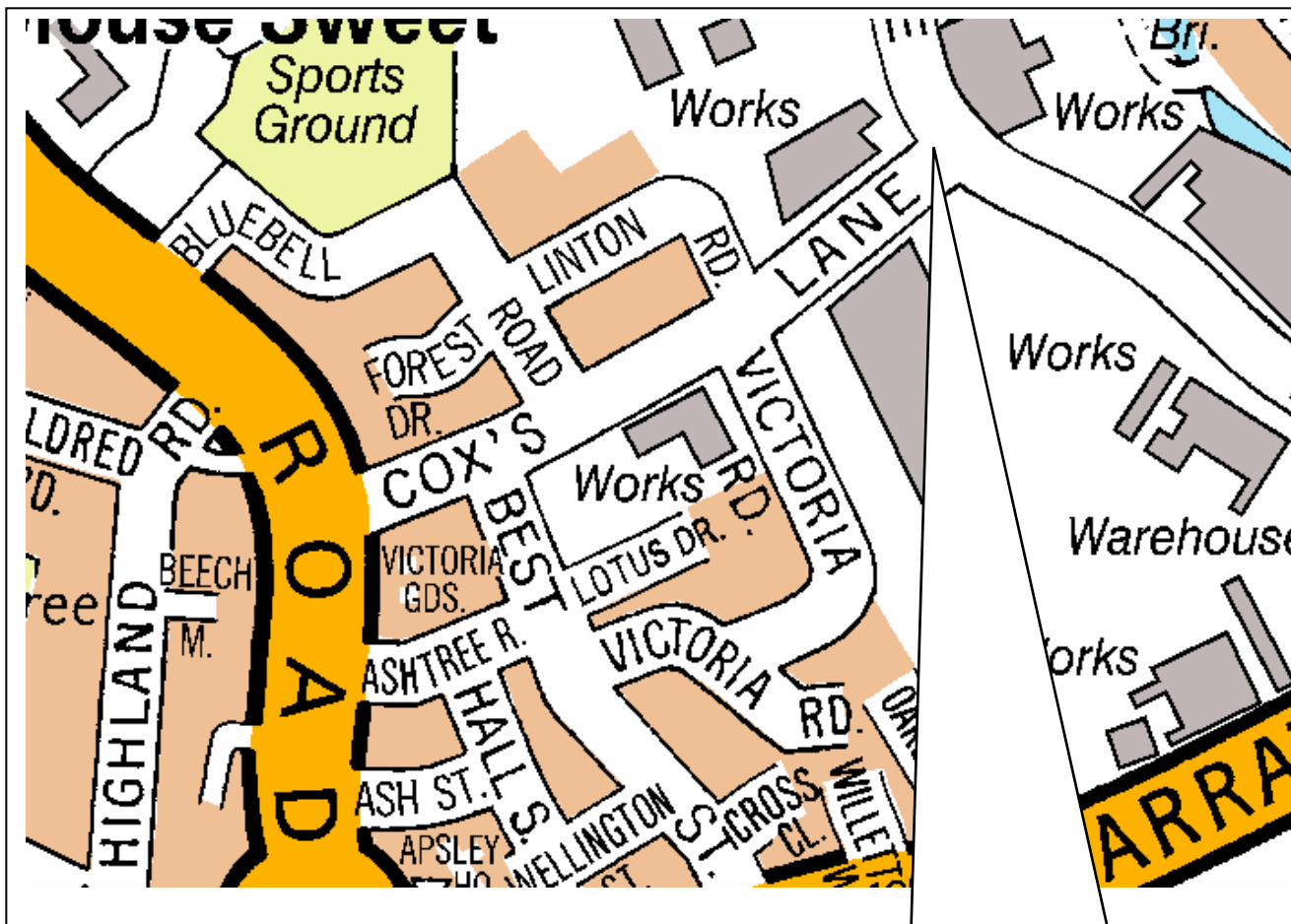
In the event of any provision of these Conditions being or becoming void in whole or in part the other provisions hereof shall remain fully valid and enforceable and void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these Conditions.

30. GOVERNING LAW

The Contract and the rights and obligations of the parties thereunder shall be governed by the construed and interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts save to the extent that the Buyer may require to obtain injunctive relief outside such jurisdiction.

APPENDIX B

Map of approach to Cox's Lane



**TKM (UK) Ltd
ACCESS FROM POWKE LANE ONLY**

