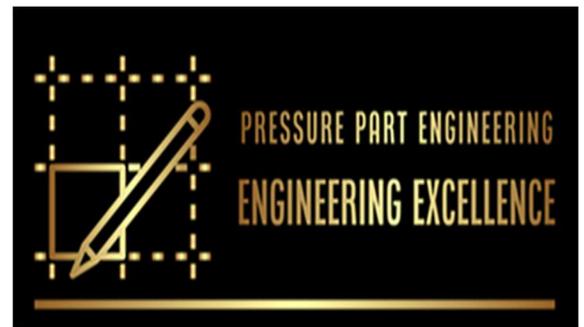


PRESSURE PART ENGINEERING LIMITED

CONDITIONS OF SALE AND SUPPLY OF SERVICES



These Conditions govern the supply of fabrication, coded welding, pressure pipework, structural steelwork, boiler tube works, site installation and associated engineering Services (as the primary subject matter) and any ancillary Products supplied by Pressure Part Engineering Limited (“the Company”).

1. DEFINITIONS

“Buyer” means the purchaser of Services and/or Products.

“Quotation” means any written quotation issued by the Company.

“Services” includes fabrication, coded welding, pressure piping, boiler works, steelwork, site installation, QA dossiers and related engineering services.

“Products” means any fabricated items, pipework, steelwork, materials or components supplied.

2. APPLICATION

These Conditions prevail over any Buyer terms. Purchase orders do not vary these Conditions.

3. FORMATION OF CONTRACT

A Contract is formed upon the Buyer’s written acceptance of the Quotation.

4. SCOPE OF SERVICES

Services are provided strictly as described in the Quotation. Any additional works, certification, testing or attendance not expressly stated shall be chargeable.

5. PERFORMANCE

The Company shall exercise reasonable care and skill. Time is not of the essence. Buyer-caused delays entitle the Company to additional time and payment.

6. PRICE

Prices exclude VAT and may vary due to material, labour, transport, energy or regulatory changes.

7. PAYMENT

Standard payment terms are strictly 30 days from invoice date.

No set-off, deduction, retention or pay-when-paid is permitted.

Interest accrues at 8% above Bank of England base rate.

The Company may suspend all works for overdue payment.

8. QA, NDT AND CERTIFICATION

Standard QA documentation and certification stated in the Quotation is included.

Any additional NDT, third-party inspection, heat treatment, or certification requested by the Buyer or third parties is chargeable.

9. BUYER DRAWINGS AND DESIGN RESPONSIBILITY

All work is undertaken strictly to Buyer drawings and specifications.

No design responsibility is accepted unless expressly agreed in writing.

The Buyer warrants the accuracy and suitability of all information provided.

10. NO FITNESS FOR PURPOSE

No warranty is given that Products or Services are fit for any particular purpose.

11. VARIATIONS, DELAYS AND ACCESS

Variations, restricted access, out-of-sequence work, waiting time, aborted visits and rework caused by others are chargeable.

12. SITE CONDITIONS

The Buyer shall provide safe access, welfare, lifting facilities, permits and power supply(unless specified in customer agreement for Pressure Part Engineering to Supply).

Responsibility for the existing structure rests with the Buyer.

13. DEFECTS

Defects must be notified within 7 days of completion or delivery.

Liability is limited to repair or replacement.

No liability arises once Products are incorporated into works.

14. RISK AND TITLE

Risk passes on delivery to site or incorporation.

Retention of title ceases once welded, fixed or installed.

15. LIMITATION OF LIABILITY

Liability shall not exceed the greater of £1,000,000 or the Contract value.

No liability for indirect or consequential loss.

16. SUSPENSION

The Company may suspend all works for non-payment without liability.

17. GOVERNING LAW

English law applies.