

METALICO UK LIMITED

Tel 01536 401971
www.metalico.co.uk

Metalico UK Limited TERMS AND CONDITIONS OF SALE

1. INTRODUCTION

- 1.1 These terms and conditions (together with any document referred to) tell you the terms on which we supply any of our products (**Products**) as may be listed on our website www.Metalico.co.uk (**our site**) from time to time to you. Please read these terms and conditions carefully before ordering any Products.
- 1.2 You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.
- 1.3 You should retain a copy of these terms and conditions for future reference.
- 1.4 If you are ordering Products on our site, please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

2. INFORMATION ABOUT US

- 2.1 www.Metalico.co.uk is a site operated by MetalicoUK Limited (**we or us**). We are registered in England and Wales under company number 02566376 and have our registered office at Scott Bader Innovation Centre, Wollaston, Wellingborough, Northants NN29 7RL. Our main trading address is Scott Bader Innovation Centre, Wollaston, Wellingborough, Northants NN29 7RL. Our VAT number is GB314505240.

3. SERVICE AVAILABILITY

- 3.1 Our site is only intended for use by people resident in the UK and EU (**Serviced Countries**). We do not accept orders from individuals or organisations outside of the UK and EU. Some restrictions may be placed on the extent to which we accept orders from specific countries. These restrictions can be found on our Serviced Countries page. Please review our Serviced Countries page before ordering Products from us.

4. YOUR STATUS

- 4.1 By placing an order through our site, (or by other means other than face to face) you warrant that:
 - 4.1.1 You are legally capable of entering into binding contracts; and
 - 4.1.2 You are resident in one of the Serviced Countries; and
 - 4.1.3 You are accessing our site from that country.

Scott Bader Innovation Centre, Wollaston
Wellingborough, Northants NN29 7RL

Reg No (England) 02566376
V.A.T No GB 314 5052 40

5. **HOW THE CONTRACT IS FORMED**

- 5.1 After placing an order by internet, phone or email, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product.
- 5.2 All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that sets out the detail of your order and that gives you an estimated date and price for delivery (**Order Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Order Confirmation.
- 5.3 We will send you a further email to confirm that the Product has been dispatched (**Dispatch Confirmation**) or that the Product is ready for collection, as agreed in any Order or pre contract negotiation.
- 5.4 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

6. **CANCELLATION**

- 6.1 Cancellation will only be agreed to by us on condition that all costs and expenses incurred by us up to the time of cancellation and all loss of profits and other loss or damage resulting to us by reason of such cancellation will be paid immediately by you to us.
- 6.2 Products returned to us without our prior written consent will under no circumstances be accepted for credit.
- 6.3 We reserve the right to store Products returned to us in accordance with clause 6.2 at your sole risk for no more than six months and to dispose of them in such manner as we shall deem fit immediately after such time if you have not responded to our request that you collect the Products within such period.

7. **VARIATIONS**

- 7.1 No variations to the Products required by the Buyer shall be binding on us unless agreed by us and you in writing, including, as part of such agreement, any change to the Contract price arising in consequence of the variation to the Products. If we vary the Products in accordance with your requirements without agreement having been reached as to a consequential change in the Contract price, the price shall be varied by reference to the extra costs incurred by us in making the variation plus an appropriate profit margin.
- 7.2 If we agree to any such variation, any dates quoted for delivery or collection shall be extended accordingly.
- 7.3 We reserve the right to alter the dimensions or composition of the Products supplied to conform to applicable standards or laws or otherwise within reasonable limits having regard to the nature of the Products.

8. RISK AND TITLE

- 8.1 The Products will be at your risk from the time of delivery or collection, as applicable.
- 8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including any applicable tax delivery and installation charges.
- 8.3 We may recover Products in respect of which title has not passed to you at any time.
- 8.4 You irrevocably license us, our officers, employees and agents to enter upon any of your premises, with or without vehicles, for the purpose either of satisfying ourselves that clause 8.5 is being complied with by you or of recovering any Products in respect of which title has not passed to you.
- 8.5 Until title to the Products has passed to you under these terms and conditions, you shall possess the Products as our fiduciary agent and bailee.
- 8.6 During such time as you are our bailee, you:
- 8.6.1 shall store the Products separately from other products;
 - 8.6.2 shall ensure that the Products are clearly identifiable as belonging to us;
 - 8.6.3 may, in the normal course of your business, sell or hire the Products at full market value, acting as principal but without committing us to any liability to the person dealing with you;
 - 8.6.4 shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
 - 8.6.5 shall maintain the Products in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request, you shall produce the policy of insurance to us.
- 8.7 Your right to possession of the Products shall terminate immediately if any of the events in clause 18.1 occur, if you are in breach of the Contract, or if you encumber or in any way charge any of the Products.
- 8.8 Where we are unable to determine whether any Products are the Products in respect of which your right to possession has terminated, you shall be deemed to have sold all Products of the kind sold by us to you in the order in which they were invoiced to you.
- 8.9 On termination of the Contract, howsoever caused, our (but not your) rights contained in this clause 8 shall remain in effect.

9. PRICE

- 9.1 The price of any Products will be as quoted by us to you or on our site from time to time, except in cases of obvious error.

- 9.2 Unless otherwise agreed in writing, all prices are quoted net ex-works exclusive of VAT and any and all other all taxes, charges, levies, assessments and other fees of any kind imposed in respect of the purchase, importation and/or supply of the Products. For the avoidance of doubt, you shall pay all packaging, loading, unloading, transportation and insurance costs and other charges incurred by us in making or arranging such delivery.
- 9.3 You will also be liable to us for carriage costs and any demurrage costs incurred by us or our third party logistics service provider if the delivery vehicle is unduly delayed at the place of delivery.
- 9.4 Quoted prices are subject to fluctuation in the event of any increase in the cost of labour or in the cost of materials or other overheads affecting the cost of supplying the Products. Any increase in such costs will be added to the quoted price. We also reserve the right to make an additional charge to cover any increase in transport and / or fuel costs occurring before the date of delivery.
- 9.5 It is possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 9.6 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

10. **DELIVERY**

- 10.1 Unless otherwise agreed in writing, delivery shall occur when the Products arrive at the designated place of delivery.
- 10.2 Time for delivery is given as accurately as possible but is not guaranteed. You shall have no right to damages or to cancel the Contract for failure by us due to any cause to meet any delivery time stated nor shall you be entitled to make, or to purport to make, time for delivery of the essence of the Contract.
- 10.3 If no dates are specified for delivery, delivery shall be within a reasonable time. The date for delivery shall in every case depend upon prompt receipt of all necessary information, final instructions or approvals from you, and upon supplies of raw materials and transport arrangements.
- 10.4 If you fail to take delivery of any one or more instalments of Products delivered in accordance with the Contract, or if we are unable to deliver the Products on time because you have not provided appropriate instructions, documents, licences or authorisations, then:
- 10.4.1 risk in the Products shall pass to you (including for loss or damage caused by our negligence);
- 10.4.2 the Products shall be deemed to have been delivered; and

- 10.4.3 we may store the Products until delivery, whereupon you shall be liable for all related costs and expenses (including, without limitation, storage and insurance). You will be liable to all costs to return the Products and subsequent delivery.
- 10.5 You shall provide at the point of delivery and at your expense, adequate and appropriate equipment and manual labour for loading the Products.
- 10.6 Subject to the other provisions of these terms and conditions we shall not be liable for any direct, indirect or consequential loss (all three of which terms include without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by our negligence), nor shall any delay entitle you to terminate or rescind the Contract unless such delay exceeds 180 days.
- 10.7 We will endeavour to comply with reasonable requests by you for postponement of delivery of the Products but shall be under no obligation to do so. Where delivery is postponed, otherwise than due to our default then, without prejudice to all other rights and remedies available to us, you shall pay all costs and expenses, including a reasonable charge for storage and transportation so occasioned.

11. **PAYMENT**

- 11.1 We require payment in advance for all products by BACS, credit or debit card or cheque unless a credit account has agreed with you and is in good standing at the time of order. You agree to pay within 30 days of the date of the invoice unless otherwise agreed with us. In the absence of credit will not process any order.
- 11.2 If you fail to pay an invoice within thirty (30) days from the date of the invoice or if the relevant monies have not cleared in our account within such time, we shall be entitled, without prejudice to any other right or remedy:
- 11.2.1 to suspend any or all further deliveries under the Contract and under any other contract or contracts between you and us then current, without notice;
- 11.2.2 to charge a fee of 2.5% of the net value of the invoice, including delivery and installation, where appropriate and subject to a minimum charge of £50 plus VAT and to charge interest on any amount outstanding from the due date for payment at the rate of 8% per annum above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, such interest being charged as a separate, continuing obligation not merging with any judgment together with any statutory debt recovery costs or, at our sole discretion to charge interest in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998
- 11.2.3 to serve notice on you requiring immediate payment for all Products supplied by us under this and all other Contracts with you whether or not payment is otherwise due;
- 11.2.4 to sue for the price of the Products even though title may not have passed to you.

11.3 All payments payable to us under these terms and conditions and any Contracts between us and you shall become due immediately upon termination of any Contract notwithstanding any other provision.

12. **PRODUCT WARRANTY**

12.1 In circumstances where we are not the manufacturer of the Products, we shall endeavour to transfer to you the benefit of any warranty or guarantee given to us.

12.2 We warrant that (subject to the other provisions of these terms and conditions) the Products shall:

12.2.1 correspond with their specification at the time of delivery; and

12.2.2 for a period of three (3) months from the date of delivery, (“Warranty Period”) be free from defects in material and workmanship.

12.3 We shall not be liable for a breach of any of the warranties in clause 12.2 unless:

12.3.1 you give us written notice of the defect, and, if the defect is as a result of damage in transit to our carrier, within three (3) business days of the time when you discover or ought to have discovered the defect; and

12.3.2 we are given a reasonable opportunity after receiving the notice of examining such Products and you (if asked to do so by us) return such Products to our place of business at our cost for the examination to take place there.

12.4 We shall not be liable for a breach of any of the warranties in clause 12.2 if:

12.4.1 you make any further use of such Products after giving notice in accordance with clause 12.3.1; or

12.4.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, use or maintenance of the Products or (if there are none) good trade practice; or

12.4.3 you alter or repair the Products without our written consent; or

12.4.4 any defect in the Products arises from any drawing, design or specification supplied by you; or

12.4.5 any defect arises from: fair wear and tear; wilful damage; negligence; abnormal working conditions; misuse, maintenance or alteration or repair of the Products without our approval; or

12.4.6 the total price for the Products has not been paid by the due date for payment.

12.5 Subject to clauses 12.3 and 12.4, if any of the Products do not conform with any of the warranties in clause 12.2, we shall at our option repair or replace such Products (or the defective part) or

refund the price of such Products at the pro rata Contract rate provided that, if we so request, you shall, at our expense, return the Products or the part of such Products which is defective to us.

12.6 If we comply with clause 12.5, we shall have no further liability for a breach of any of the warranties in clause 12.2 in respect of such Products.

12.7 Any Products replaced shall belong to us and any repaired or replacement Products shall be guaranteed on these terms for the unexpired portion of the Warranty Period.

12.8 Subject as expressly provided in these terms and conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13. **OUR LIABILITY**

13.1 Our liability for losses you suffer as a result of us breaching the Contract is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the Contract. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

13.2 This does not include or limit in any way our liability:

13.2.1 for death or personal injury caused by our negligence;

13.2.2 under section 2(3) of the Consumer Protection Act 1987;

13.2.3 for fraud or fraudulent misrepresentation; or

13.2.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

13.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; or waste of management or office time, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;

13.4 Nothing in clause 13.3 shall operate to prevent claims for loss of or damage to your tangible property that fall within the terms of clause 13.1 or any other claims for direct financial loss that are not excluded by any of the categories set out in clause 13.3.

14. **IMPORT DUTY**

14.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

- 14.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

15. **WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

16. **NOTICES**

All notices given by you to us must be given to MetalicoUK Limited at Scott Bader Innovation Centre, Wollaston, Wellingborough, Northants, NN29 7RL. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 15 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

17. **TRANSFER OF RIGHTS AND OBLIGATIONS**

- 17.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.
- 17.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 17.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

18. **INSOLVENCY**

- 18.1 If you become bankrupt or shall be deemed to be unable to pay your debts for the purposes of Section 123 of the Insolvency Act 1986 or shall compound with your creditors or if a resolution shall be passed or proceedings shall be commenced for your administration or liquidation (other than for a voluntary solvent winding up for the purposes of reconstruction or amalgamation), or if a receiver or manager shall be appointed of all or any part of your assets or undertaking, we shall be entitled to cancel the Contract in whole or in part by giving written notice to you, without prejudice to any other right or remedy available to us.

19. **EVENTS OUTSIDE OUR CONTROL**

- 19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of obligations if and to the extent that the failure is caused by act of God, governmental restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute, shortages of labour or materials or breakdown of machinery or any other matter (whether or not similar to the foregoing) outside the control of the Seller outside of our control (**Force Majeure Event**).
- 19.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

20. **WAIVER**

- 20.1 A failure by us to exercise, or a delay in exercising, any right or remedy under these terms and conditions shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which we may otherwise have and no single or partial exercise of any right or remedy under these terms and conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 20.2 Any waiver by us of a breach of any of these terms and conditions or of any default under these terms and conditions shall not be deemed a waiver by us of any subsequent breach or default and shall not affect the remaining terms and conditions.

21. **SEVERABILITY**

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

22. **THIRD PARTY RIGHTS**

- 22.1 A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these terms and conditions. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

23. **ENTIRE AGREEMENT**

- 23.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 23.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or

written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

23.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

24. **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

24.1 We reserve the right vary these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

24.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

25. **GENERAL DATA PROTECTION REGULATIONS**

Under the General Data Protection Regulations (and any current or subsequent data protection legislation), MetalicoUK operates as both Controller and Processor of data. We will be required to collect, hold, process and store personal/sensitive data of our customers so as to provide them with our products and services. This collection and processing of data will be kept to a minimum and done for sole purpose of providing our products and services and complying with various statutory and regulatory obligations. It is a precondition of our terms and conditions that we collect certain information, including personal information. As such, we do not require your permission to hold and process such data. Should you wish to withdraw consent, we are unable to supply you.

26. **LAW AND JURISDICTION**

These terms and conditions and any Contract for the purchase of Products is governed by English law and all disputes arising therefrom shall be subject to the exclusive jurisdiction of the courts of England and Wales.