

RASE STEELS CONSTRUCTION AND CIVILS LTD

T/A RASE STEELS (RS')

Practical Conditions

1. QUOTATIONS and ORDERS:

Any quotations or estimates given prior to survey may be amended or cancelled after survey. RS reserve the right to alter specifications and prices at any time to reflect changes in materials availability and price and market conditions. Any information descriptions diagrams and pictures provided to you are for illustrative purposes only and do not form part of any quotation or give rise to any independent or collateral liability upon RS being intended solely to present a general idea of the goods. All quotations and estimates remain valid for a period of thirty days only after which they shall be regarded as having been withdrawn and may be reissued in revised form to reflect market fluctuations.

2. DRAWINGS and SPECIFICATIONS:

Buyers are required to ensure that complete details of their requirements (including for example approved drawings, material details, specifications and work schedules) are provided to RS prior to quotation.

Any plans, drawings, specifications and samples prepared and submitted to the Buyer by RS (whether before or after the making of a contract) are and shall remain the property of RS (who shall be owners of all intellectual property rights in them) and may not be used by the Buyer for any purpose other than the intended purpose or reproduced, or communicated to any third party.

In cases of any discrepancy between any drawings and quotation/estimate specification prepared by RS, the quotation/estimate specification shall prevail.

The quotation or estimate details and specifies the work intended to be undertaken, and any later variations caused by either: (1) the requirements of Local Authorities and similar bodies, (2) changes in the law, (3) physical conditions on site, (4) any errors, omissions or defects in the information provided by the Buyer or (5) changes in the Buyers instructions, and which were not known by or communicated to RS prior to the date of quotation or estimate, may be subject to an additional charge from RS to the Buyer.

3. MATERIALS:

RS are unable to give any warranty of fitness in respect of (1) products and materials which have been specified and/or supplied by the Buyer, or (2) the design, construction standard/quality or materials in respect of any structure into, onto or in respect of which RS's goods and services are to be fitted and/or provided, and the Buyer should therefore satisfy itself with regard to their suitability and fitness.

Whilst RS will take reasonable steps to match materials, the Buyer expressly acknowledges that many

materials vary in figure, colour and/or texture and the goods/materials supplied by RS may therefore vary from any samples submitted despite their reasonable effort to match. Any such natural variations will be notified to the Buyer, who may within seven days of notification accept the variations or select alternative goods/materials (which may have cost increase repercussions). In the absence of either express acceptance or selection of alternatives, the Buyer shall be deemed to have accepted the variations and RS may proceed to use the goods/materials and such use shall not constitute a breach of contract.

4. MANUFACTURE/FABRICATION:

RS requires a minimum period of time to manufacture/fabricate and deliver any order. Any manufacturing/fabrication time stated in the RS quotation or estimate is an estimation only and time runs from the date upon which a signed order is received and accepted by RS. Estimated fabrication periods shall not be reduced and/or guaranteed unless otherwise mutually agreed in writing by the both parties, Any variations to the order received during the projected fabrication period may cause delays in fabrication as orders are processed in accordance with our fabrication schedule. Re-scheduling may result in the original projected fabrication period recommending from the date of re-scheduling and may give rise to additional costs and charges being levied.

5. DELIVERY:

The Buyer shall provide adequate advance notice of its delivery requirements. The Buyer should ensure that the delivery site is ready to receive delivery at the required time. Should the Buyer fail to receive the goods, the Buyer shall indemnify RS for any cost it incurs or any claim against it from third parties arising out of such failure. The Buyer shall also provide all suitable unloading equipment and facilities which may be required at the delivery destination free of charge to RS. The Buyer or its representative shall sign any delivery note presented by RS at the time of delivery. The Buyer shall inspect the goods immediately upon receipt and note any shortages or damage on the delivery note.

6. INSTALLATION AND SITE FACILITIES:

The Buyer shall provide RS with the following facilities and services free of cost to RS:

- Full and free and uninterrupted access to the site at all times.
- Adequate hard standing and lay down areas for materials and storage of equipment.
- An adequate supply of water and electricity.
- Secure storage of plant and materials necessary for carrying out of the works.

If the order requires RS to install materials and equipment into structures or buildings designed and/or constructed by third parties, or an existing building, the Buyer shall ensure that those structures and

buildings are in all respects suitable and ready for installation by RS in accordance with the Buyer order. The Buyer must ensure that all relevant structures and buildings are protected and their contents removed to safety before the erection/installation/delivery date so far as practically possible. Whilst all care is taken with erection/installation work, some damage to surfaces and decorations may be inevitable and RS shall not be liable for any such damage.

7. MATERIALS OFF-SITE:

If deliveries of manufactured goods and materials are delayed due to factors outside the control of RS or are withheld under paragraph 5 above, goods and materials will be stored off-site by RS and payment for them will be due from the Buyer as if the materials had been delivered to the Buyer. RS reserves the right to charge for storage, transportation and other additional costs or expenses incurred as a consequence of any such delay or consequent upon the refusal by or on behalf of the Buyer of an attempted delivery to site.