

## **Price List 7**

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**Reversing mill plates  
Effective 1st October 2006**



## Introduction

This price list covers the supply of reversing mill plates and is effective from 1st October 2006. Basis prices have been increased for all quality ranges.

**Note:** Unless otherwise stated or agreed, the relevant provision of any standard specification quoted in this price list will be those contained in the edition of the standard current at date of order. Customers wishing to confirm the provisions or to specify alternative conditions should contact the Corus sales office with whom they normally deal.

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# 1 Definitions and general information

**Definition of products qualifying for basis prices apply to the following:**

## 1.1 Specification

i) Plates to the product standards listed herein, heat treated, tested etc. in accordance with the normal requirements of the specification, and up to the maximum thickness covered by the specification. For plates over the maximum thickness covered by the specification, properties and price extras must be agreed at time of enquiry or order.

ii) These prices include the normal deoxidation practices as permitted by the various specifications, and consequently method of deoxidation cannot be specified on order. If special circumstances arise the method of deoxidation may be amended by agreement to suit customers' individual requirements and may be subject to additional extra charge.

iii) For EN 10 025: 2004 grades these prices include specific inspection and testing as required by the product standard.

iv) The attention of the purchaser is drawn to the information to be supplied with his enquiry and/or order and which is normally listed in the product standard. Options requiring the supplier to undertake supplementary operations will normally attract the relevant price extras (see pages 20 to 29).

## 1.2 Tolerances

Plates will be supplied to the dimensional and flatness tolerances of the relevant product standard. In the absence of otherwise defined tolerances those specified in EN 10 029 including relevant thickness tolerances will apply.

## 1.3 Tests

Material will be tested in accordance with the relevant product standard. Up to three copies of test certificates in accordance with EN 10 204 3.1 will be supplied unless otherwise agreed.

## 1.4 Quantity

Quantities of 20 tonnes and over of one quality, one width and one thickness, for one delivery to one destination.

## 1.5 Basing points

Material ex basing point - Glasgow Central  
Railway Station  
- Scunthorpe  
Railway Station

When the same size of plate is produced at more than one works, orders will normally be executed through the Corus basing point nearest to the customer's point of delivery.

The extras and allowances for variations of the above and for size, finish, inspection and identification are set out on pages 16, 17 and 20 to 29. The size and quantity extras and allowances are variations common to the basis prices for all orders.

## 1.6 Weights to be charged on invoices

The ruling thickness tolerance for the standard will determine the method of calculating the weight.

For the purposes of calculation the density of steel will be 7.85kg per square metre per millimetre of thickness.

**EN 10 029 tolerances****Class A**

Calculated weight based on ordered thickness.

**Classes B and C**

The calculated weight shall be based on the minimum thickness permitted by the thickness tolerance plus half the value specified in the standard for the maximum difference in thickness in any individual plate between two points measured on the plate, as permitted by the standard.

**ASTM (ASME)**

The calculated weight shall be based on the minimum thickness plus half the total thickness tolerance as specified in ASTM A6 or A20 unless other production tolerances are agreed or implied.

**1.8 Alloy price adjustment formula**

The basis prices and quality extras for all reversing mill plates are calculated in relation to Corus's current buying prices of alloying elements. Prices will be subject to adjustment from time to time to reflect changes in alloy buying prices.

## 2 Illustration of price calculation

### Price calculation

In most simple terms the price of the plates is determined by adding the following elements of the pricing package.

1	Basis/price (page 7)		
	+		
2	Quality/extra (pages 8 to 15)		
	+		
3	Common extras and allowances -	Thickness/width extra	(page 16)
		Thickness/length extra	(page 16)
		Plate weight	(page 16)
		Quantity extra	(page 17)

### Example

Steel specification	- Structural steel to EN10025-2:2004 Grade S275J0+AR
Plate requirements	- 40 plates 6000 x 2600 x 20mm
Weight calculation	- $40 \times 6 \times 2.6 \times 20 \times 0.00785 = 97.968$ tonnes

Price calculations (per tonne)	£
Basis price	763
Quality extra	15
Thickness/width	10
Thickness/length	0
Quantity	0
<b>Price ex basing point</b>	<b>£788 per tonne</b>

### 3 Basis prices

	Plate weight	£ per tonne
Structural qualities	up to 14.5 tonnes	763
API	up to 10.0 tonnes	763
Shipbuilding qualities	up to 14.5 tonnes	763
Fired and unfired pressure vessel qualities	up to 13.5 tonnes	763
Quenched & tempered qualities	up to 13.5 tonnes	863
Wear resistant qualities:		
- Medium and high carbon qualities	up to 14.5 tonnes	763
- Quenched & tempered qualities	up to 13.5 tonnes	863

Note:

Alloy qualities by arrangement

For individual plates in excess of the above plate weights an extra table is contained on page 16.

To each of the above prices should be added the relevant quality extra as contained in the following pages	Page
Structural qualities	8
API	10
Shipbuilding qualities	11
Fired and unfired pressure vessel qualities	12
Quenched & tempered qualities	14
Wear resistant qualities:	15
- Medium and high carbon qualities	15
- Quenched & tempered qualities	15
Alloy qualities	14, 15

Specifications/grades showing similar prices does not imply technical equivalence.

## 4 Quality extras

### 4.1 Structural qualities

EN 10 025-2: 2004 Grade	(BS 4360: 1986)	Extra £ per tonne
		Basis
S235JR	(40B)	1
S235JO	(40C)	11
S235J2	(40D)	24
S275JR	(43B)	4
S275JO	(43C)	15
S275J2	(43D)	28
S355JR	(50B)	27
S355JO	(50C)	33
S355J2	(50D)	37
S355K2	(50DD)	45

EN 10 025-3: 2004	EN 10 025-4: 2004	(BS 4360: 1986)	Extra £ per tonne
S275N	S275M		36
S255N	S355M		45
S275NL	S275ML	(43EE)	64
S355NL	S355ML	(50EE)	81
		55C	98
		55EE	115
S420N	S420M		105
S420NL	S420ML		115
S460N	S460M		*
S460NL	S460ML		*

\* By arrangement

## 4 Quality extras continued

### 4.1 Structural qualities continued

EN 10 025-5: 2004	EN 10 155: 1993	(BS 4360: 1990)	Extra £ per tonne
S355J0W	S355J0W	(WR50B)	103
S355J2W	S355J2G1/G2W	(WR50C)	106
S355K2W	S355K2G1/G2W		*

ASTM Grade			Extra £ per tonne
A36			2
A 283 Gr A			6
A 283 Gr B			5
A 283 Gr C			2
A 283 Gr D			2
A 537 CL 1			81

EN 10 225: 2001 Grade	BS 7191: 1989 Grade	Thickness (mm)	Extra £ per tonne
S355G7	355 EM	≤ 75	105
S355G8	355 EMZ	≤ 75	135
S460G1	450 EM (see note 4)	≤ 75	165
S460G2	450 EMZ (see note 4)	≤ 75	195

\* By arrangement

#### Notes:

- 1) The above basis prices include all quality extras mandatory within BS 7191: 1989 including ultrasonic testing to BS 5996.
- 2) Where the purchaser specifies options within BS 7191, appendix b, these will be subject to the manufacturer's acceptance, and price extras will be applied as appropriate.
- 3) For plates over the above thicknesses the plate weight extra on page 14 will apply.
- 4) For these grades the basis price is that for quenched & tempered qualities (see page 7).

## 4 Quality extras continued

### 4.2 API qualities

#### Plates for pipe manufacture in API grades

API Grade	Extra £ per tonne
A	2
B	4
5LX42	20
5LX46	30
5LX52	35
5LX56	55
5LX60	81
5LX65	104
5LX70	134
5LX80	*

\* By arrangement

Specific prices for API grades will be provided in instances when alterations to standard specifications result in modifications to steel chemistry and/or plate mechanical properties.

## 4 Quality extras continued

### 4.3 Shipbuilding qualities

Lloyds Grade	Det Norske Veritas Grade	American Bureau of Shipping Grade	Bureau Veritas Grade	Thickness (mm)	Extra £ per tonne
A	A	A	A	≤ 50	Basis
B	B	B	B	≤ 50	10
D	D	D	D	≤ 35	22
				> 35 ≤ 50	34
E	E	E	E	≤ 50	64
		CS		≤ 50	43
	A27			≤ 50	14
	D27			≤ 50	28
	E27			≤ 50	66
AH32	A32	AH32	AH32	≤ 50	33
DH32	D32	DH32	DH32	≤ 50	36
EH32	E32	EH32	EH32	≤ 50	71
AH36	A36	AH36	AH36	≤ 50	36
DH36	D36	DH36	DH36	≤ 50	40
EH36	E36	EH36	EH36	≤ 50	75

Prices for material over 50mm thick and for other shipbuilding grades by arrangement. The prices specified above do not include the relevant shipbuilding authorities' testing/inspection fees.

## 4 Quality extras continued

### 4.4 Fired and unfired pressure vessel qualities

Thickness (mm)	EN 10 028 Part 2		EN 10 028 Part 3		(BS 1501: Part 1: 1980)			Extra £ per tonne	
	Grade	Extra £ per tonne	Grade	Extra £ per tonne	Grade	Class A	Class B	Class A RT/LT	Class B RT/LT
≤ 40 as rolled	161-360	16			161-360	13	16		
≤ 40 as rolled	400	17			400	14	17		
≤ 40 as rolled	430	18			430	15	18		
> 40 normalised	161-360	28			161-360	25	28		
> 40 normalised	400	29			400	26	29		
> 40 normalised	430	30			430	27	30		
All	P235GH	42			164-360	34	37	39	42
All	P265GH	43			400	35	38	40	43
≤ 63					223-460	56	59	64	67
≤ 63					490	58	61	66	69
> 63					223-460	56	59	99	102
> 63					490	58	61	101	104
≤ 63			P275N	60	224-400	52	55	60	63
≤ 63			P275NH	63	430	53	56	61	64
≤ 63	P295GH	66	P275NL1	*	460	55	58	63	66
≤ 63			P275NL2	*	490	57	60	65	68
> 63			P275N	95	224-400	52	55	95	98
> 63			P275NH	98	430	53	56	96	99
> 63	P295GH	101	P275NL1	*	460	55	58	98	101
> 63			P275NL2	*	490	57	60	100	103
≤ 63			P355N	86	225-460	113	116	121	124
≤ 63			P355NH	89	490	78	81	86	89
≤ 63			P355NL1	*					
≤ 63			P355NL2	*					
> 63			P355N	121	225-460	113	116	121	124
> 63			P355NH	124	490	78	81	121	124
> 63			P355NL1	*					
> 63			P355NL2	*					

\* By arrangement

#### DIN 17155 qualities

Grade	Extra £ per tonne Normalised and impact tested
HI	42
HI1	43

## 4 Quality extras continued

### 4.4 Fired and unfired pressure vessel qualities continued

#### Lloyd's Register, part 2 chapter 3, section 4

Grade	Thickness (mm)	Supply condition	Extra £ per tonne
360AR	≤ 40	As rolled	16
410AR			17
460AR			18
360	≤ 63	Normalised or controlled rolled	28
410			29
460			59
490			61
360FG	≤ 63	Normalised or controlled rolled fine grain practice	40
410FG			41
460FG			67
490FG			69

#### Notes

- Where values for elevated temperature properties are specified and agreed, an extra of £1 per tonne per cast or £10 per tonne of each plate tested, will apply to the prices for certified grades.
- Prices for material over 63mm thick are by arrangement.

#### ASTM qualities extra £ per tonne

Quality	Thickness (mm)	As rolled	Normalised	Normalised and impact tested
A285 A		13		
B		14		
C		15		
A515 55	≤ 50	33		
60		34		
65		36		
70		46		
55	> 50		45	
60			46	
65			48	
70			58	
	(see note 2)			
A516 55	≤ 40	33	45	53
60		39	51	59
65		40	52	60
70		41	53	61
55	> 40		45	53
60			51	59
65			52	60
70			53	61

#### Notes

- Where the order specifies stress relieving of test coupons, per individual plate - add £2 per tonne.
- Prices shown for A515 quality are for coarse grain material. Where the purchaser indicates that coarse grain material is not mandatory - deduct £5 per tonne.

## 4 Quality extras continued

### 4.5 Quenched & tempered qualities

Alloy and quenched & tempered qualities - available from Glasgow basing point only.

#### Alloy price adjustment formula

The basis prices for all alloy steel plates, including quenched and tempered steel plates in nickel bearing and other alloy qualities, are calculated in relation to Corus buying prices of alloying elements. All the following prices will be subject to adjustment from time to time to reflect changes in the buying prices.

#### Quenched & tempered qualities

Specification	Conditions of supply	Thickness (mm)	Extra £ per tonne
RQT 501	Quenched & tempered	6 < 8	135
		8 ≤ 12	113
		> 12 ≤ 50	85
		> 50 ≤ 80	115
RQT 601	Quenched & tempered	6 < 8	208
		8 ≤ 12	169
		> 12	124
RQT 701	Quenched & tempered	6 < 8	258
		8 ≤ 12	202
		> 12 ≤ 40	147
		> 40 ≤ 50	215
		> 50 ≤ 65	267
RQT 901	Quenched & tempered	> 12 ≤ 40	227
		> 40 ≤ 50	295
		> 50 ≤ 65	347
ASTM A514F	Quenched & tempered	> 25 ≤ 40	207
		> 40 ≤ 50	222
		> 50 ≤ 65	267

## 4 Quality extras continued

### 4.6 Wear resistant qualities

#### Medium and high carbon qualities

Specification	(BS 970: Part 1)	Thickness (mm)	Extra £ per tonne
ABRAZO 160	(EN5)	≤ 55	22
ABRAZO 180	(EN8)	≤ 40	26
		> 40 ≤ 55	38
ABRAZO 200	(EN9)	> 40	44
		> 40 ≤ 55	56

(Plates over 55mm thick in any of the above grades by arrangement.)

#### Notes:

Medium and high carbon plates are manufactured in accordance with ABRAZO 160/180/200 to chemical composition only. Customers requiring chemical composition ranges in accordance with the corresponding BS 970: Part 1 Grades should consult Corus sales staff.

#### Quenched & tempered qualities

Specification	Condition of supply	Thickness (mm)	Extra £ per tonne
ABRAZO 400	Quenched	6 < 8	303
		8 ≤ 12	241
		> 12 ≤ 40	180
		> 40 ≤ 65	210
ABRAZO 500	Quenched & tempered	> 12 ≤ 65	260

### 4.7 Other qualities

#### Pressure vessel and storage tank qualities

Specification EN 10 028	Specification (BS1501 Part 2)	Specification ASTM	Supply condition	Extra £ per tonne
16 Mo 3	(243)	A204 Gr A	Normalised	*
		A204 Gr B	Normalised	*
		A204 Gr C	Normalised	*
271	(271)		Normalised & tempered	*
281	(281)		Normalised & tempered	*

\* By arrangement

## 5 Common extras and allowances

### 5.1 Size

#### Thickness and width (mm) extra £ per tonne

Thickness/ width (mm)	1000 < 1100	1100 ≤ 1830	> 1830 ≤ 2050	> 2050 ≤ 3000	> 3000 ≤ 3500	> 3500 ≤ 4000
5 < 6	143	137	124	-	-	-
6 < 7	110	101	87	76	-	-
7 < 8	78	70	58	39	-	-
8 < 10	64	56	43	26	42	-
10 < 15	55	43	32	20	33	-
15 ≤ 40	31	23	14	10	20	20
> 40 ≤ 80	43	35	26	22	33	33
> 80 ≤ 120	58	50	41	35	48	48
> 120 ≤ 150	74	66	58	51	64	64
> 150 ≤ 250	114	106	98	91	104	-

#### Thickness and length (mm) extra £ per tonne

Thickness (mm)	2000 < 4000	4000 < 6000	6000 ≤ 12000	> 12000 ≤ 19000
5 < 15	13	7	2	-
15 ≤ 40	11	5	0	9
> 40	15	9	4	14

#### Notes:

1. The length is defined as the greater dimension, the width as the lesser.
2. The maximum dimensions should be confirmed with Corus before orders are placed.
3. Sizes not included in these tables may be supplied subject to special arrangements.

#### Plate weight

	Extra £ per tonne
For individual plates in excess of the plate weights shown on page 7 or where the steelmaking process route requires ingot production method	85

## 5 Common extras and allowances continued

### 5.2 Standard sizes

#### Quantity lifts standard sizes

The allowances shown in the table below will be given on the price, including all extras, for plates supplied to the following unmodified specifications in the standard sizes indicated in the table below:

EN 10 025-2: 2004 Grade S275JR+AR (BS 4360: 1986 Grade 43B)

EN 10 025-2: 2004 Grade S355JR+AR (BS 4360: 1986 Grade 50B)

Thickness (mm)	4000mm x 2000mm	5000mm x 2500mm	6000mm x 2500mm	6000mm x 3000mm	8000mm x 2000mm	9000mm x 3000mm	10000mm x 2500mm	12000mm x 2500mm
8	10	10	10	10	15	-	-	-
10	10	10	10	10	15	10	15	15
12.5	10	10	10	10	15	10	15	15
15	10	10	10	10	15	10	15	15
20	10	10	10	10	15	10	15	15
25	10	10	10	10	15	10	15	15
30	10	10	10	10	15	10	15	15
35	10	10	10	10	15	10	15	15
40	10	10	10	10	15	10	15	15
45	10	10	10	10	15	10	15	15
50	10	10	10	10	15	10	-	-

Note:

Length is defined as the greater dimension, width as the lesser.

#### Quantity

	Extra £ per tonne
For each order or specification for one quality, one width and one thickness, for one delivery to one destination.	Basis
20 tonnes and over	5
Under 20 tonnes down to and including 10 tonnes	10
Under 10 tonnes down to and including 5 tonnes	20
Under 5 tonnes down to and including 3 tonnes	50
Under 3 tonnes down to and including 1 tonnes	100

Notes:

i) Minimum order quantity of 3 tonnes unless by agreement.

ii) Corus reserves the right to decline items in an order which require less than the product of one slab or alternatively to offer the product of one slab.

#### Lifts

	Extra £ per tonne
Where, at the request of the customer, material is restricted to lifts of less than 4 tonnes in weight	2

## 6 Ready reckoner

For guidance the following are the most popular qualities

		Extra £ per tonne
EN10025-2:2004 Grade S275JR+AR	(BS 4360:1986 Grade 43B)	4
EN10025-2:2004 Grade S275J0+AR	(BS 4360:1986 Grade 43C)	15
EN10025-2:2004 Grade S355JR+AR	(BS 4360:1986 Grade 50B)	27
EN10025-2:2004 Grade S355J0+AR	(BS 4360:1986 Grade 50C)	33
EN10025-2:2004 Grade S355J2+N	(BS 4360:1986 Grade 50D)	37
EN10025-2:2004 Grade S355K2+N	(BS 4360:1986 Grade 50DD)	45

### 6.1 Composite prices standard sizes (unmodified)

Ready reckoner for structural quality standard sizes (unmodified) excluding quantity extras (page 17).

#### EN10025-2:2004 Grade S275JR+AR (BS 4360:1986 grade 43B) £ per tonne

Thickness (mm)	4000mm x 2000mm	5000mm x 2500mm	6000mm x 2500mm	6000mm x 3000mm	8000mm x 2000mm	9000mm x 3000mm	10000mm x 2500mm	12000mm x 2500mm
8	807	790	785	785	797	-	-	-
10	796	784	779	779	786	779	774	774
12.5	796	784	779	779	786	779	774	774
15	776	772	767	767	766	767	762	762
20	776	772	767	767	766	767	762	762
25	776	772	767	767	766	767	762	762
30	776	772	767	767	766	767	762	762
35	776	772	767	767	766	767	762	762
40	776	772	767	767	766	767	762	762
45	792	788	783	783	782	783	778	778
50	792	788	783	783	782	783	-	-

Note:

Length is defined as the greater dimension, width as the lesser.

#### EN10025-2:2004 Grade S355JR+AR (BS 4360:1986 grade 50B) £ per tonne

Thickness (mm)	4000mm x 2000mm	5000mm x 2500mm	6000mm x 2500mm	6000mm x 3000mm	8000mm x 2000mm	9000mm x 3000mm	10000mm x 2500mm	12000mm x 2500mm
8	830	813	808	808	820	-	-	-
10	819	807	802	802	809	802	797	797
12.5	819	807	802	802	809	802	797	797
15	799	795	790	790	789	790	785	785
20	799	795	790	790	789	790	785	785
25	799	795	790	790	789	790	785	785
30	799	795	790	790	789	790	785	785
35	799	795	790	790	789	790	785	785
40	799	795	790	790	789	790	785	785
45	815	811	806	806	805	806	801	801
50	815	811	806	806	805	806	-	-

Note:

Length is defined as the greater dimension, width as the lesser.

## 6 Ready reckoner continued

### 6.2 Composite prices non-standard sizes in structural qualities

Ready reckoner for structural quality non-standard sizes (unmodified) excluding plate weight and quantity extras (page 14 and 15).

#### EN10025-2:2004 Grade S235JR+AR (BS 4360:1986 grade 40B) £ per tonne

Thickness (mm)	Length (mm)	1000 < 1100	1100 ≤ 1830	> 1830 ≤ 2050	> 2050 ≤ 3000	> 3000 ≤ 3500	> 3500 ≤ 4000
5 < 6	2000 < 4000	920	914	901	-	-	-
	4000 < 6000	914	908	895	-	-	-
	6000 ≤ 12000	909	903	890	-	-	-
6 < 7	2000 < 4000	887	878	864	853	-	-
	4000 < 6000	881	872	858	847	-	-
	6000 ≤ 12000	876	847	853	842	-	-
7 < 8	2000 < 4000	855	847	835	816	-	-
	4000 < 6000	849	841	829	810	-	-
	6000 ≤ 12000	844	836	824	805	-	-
8 < 10	2000 < 4000	841	833	820	803	819	-
	4000 < 6000	835	827	814	797	813	-
	6000 ≤ 12000	830	822	809	792	808	-
10 < 15	2000 < 4000	832	820	809	797	810	-
	4000 < 6000	826	814	803	791	804	-
	6000 ≤ 12000	821	809	798	786	799	-
15 ≤ 40	2000 < 4000	806	798	789	785	795	795
	4000 < 6000	800	792	783	779	789	789
	6000 ≤ 12000	795	787	778	774	784	784
	> 12000 ≤ 19000	804	796	787	783	793	793
> 40 ≤ 80	2000 < 4000	822	814	805	801	812	812
	4000 < 6000	816	808	799	795	806	806
	6000 ≤ 12000	811	803	794	790	801	801
	> 12000 ≤ 19000	821	813	804	800	811	811
> 80 ≤ 120	2000 < 4000	837	829	820	814	827	827
	4000 < 6000	831	823	814	808	821	821
	6000 ≤ 12000	826	818	809	803	816	816
> 120 ≤ 150	> 12000 ≤ 19000	836	828	819	813	826	826
	2000 < 4000	853	845	837	830	843	843
	4000 < 6000	847	839	831	824	837	837
	6000 ≤ 12000	842	834	826	819	832	832
> 150 ≤ 250	> 12000 ≤ 19000	842	849	836	829	842	842
	2000 < 4000	893	885	877	870	883	-
	4000 < 6000	887	879	871	864	877	-
	6000 ≤ 12000	882	874	866	859	872	-
	> 12000 ≤ 19000	892	884	876	869	892	-

To the above table should be added the relevant quality extra contained on pages 8 and 9.

Note:

1. The maximum dimensions available should be confirmed with Corus before orders are placed.
2. Length is defined as the greater dimension, width as the lesser
3. Sizes not included in these tables may be supplied subject to special arrangements.

## 7 Supplementary extras

### 7.1 Quality

#### Chemical requirements - applicable to ladle analysis

##### Carbon

Restriction of carbon and/or manganese within specifications		Extra £ per tonne
Carbon	- for each reduction of 0.01% in maximum carbon content	5
	- for each reduction of 0.01% in the permitted range of carbon content within 0.05%	3
Manganese	- for each reduction of 0.10% in maximum manganese content	5
	- for each reduction of 0.10% in the permitted range of manganese content within 0.30%	3

Note: Any restriction is subject to technical agreement.

##### Carbon equivalent value

	Extra £ per tonne
Where any grade is supplied to the maximum CEV stated in the specification	5
Where any grade is supplied to a maximum CEV not more than 0.02% lower than that stated in the specification	10
Where, by agreement, any grade is supplied to a maximum CEV greater than 0.02% below that stated in the specification	*

##### Sulphur

Maximum sulphur content specified	Extra £ per tonne
0.015%	5
0.010%	15
0.005%	30
0.004% or below	*

##### Phosphorus

Maximum phosphorus content specified	Extra £ per tonne
0.025%	2
0.020%	4
0.019% or below	*

##### Copper \*\*

Copper content specified	Extra £ per tonne
0.20% to under 0.35%	11
0.35% to 0.50%	16
Ranges other than those specified	*

\* By arrangement

\*\* Applicable to Weathering steel grades only

## 7 Supplementary extras continued

### 7.1 Quality continued

#### Product analysis

If product analysis is agreed and specified on an order, the following extras will apply	Extra £ per tonne
- For each analysis covering one or more of the following elements: carbon, silicon, manganese, sulphur and phosphorus, nickel, copper, chromium, molybdenum, tin, vanadium, aluminium and titanium	5
- Analysis of soluble aluminium	*
- Other product analysis	*

#### Cold flanging/cold pressing/cold spinning qualities

Cold flanging and/or cold pressing qualities where specified:	Extra £ per tonne
- Where normal supply condition is as rolled	20
- Where normal supply condition is normalised	5
- Cold spinning qualities where specified	20

#### Heat treatment

Heat treatment of plates	Extra £ per tonne
Normalising	15

Heat treatment of test coupons	Extra £ per tonne
Normalising/simulated post weld heat treatment	- batch test rate 1
	- per rolled plate test rate 2

\* By arrangement

## 7 Supplementary extras continued

### 7.2 Dimensional and shape tolerances

#### Specification

As described on page 4, basis prices assume the 'normal' dimensional and shape tolerances of the relevant material specification. Extras will be charged for 'special' or 'restricted' tolerances as provided in the relevant material specification or agreed with the purchaser and when required by the purchaser's order.

#### Restricted length and width tolerances

By arrangement.

#### Alternative thickness tolerances

EN 10 029 Class B

Where plates are ordered to thickness tolerances within EN 10 029 Class B, the calculated invoice weight is based on the minimum thickness permitted by the thickness tolerance plus half the value specified in the standard for the maximum difference in thickness in any individual plate between two points measured on the plate, as permitted by the standard.

#### Special flatness tolerances EN 10 029 extra £ per tonne

Thickness (mm)	Steel type L Qualities with a yield strength of ≤ 460 N/mm <sup>2</sup> at minimum thickness		Steel type H Qualities with a yield strength of ≤ 460 N/mm <sup>2</sup> at minimum thickness		Steel type H All quenched & tempered steels irrespective of yield strength
	Width (mm) ≤ 3200	Width (mm) > 3200	Width (mm) ≤ 3200	Width (mm) > 3200	Width (mm) ≥ 3050
< 8	12	-	15	-	15
8 to < 40	9	18	11	18	11
40 to < 80	12	18	15	18	15
80 and over	25	25	25	25	25

## 7 Supplementary extras continued

### 7.3 Shot blasting and priming

#### Shot blasting and priming

Shot blasting at Corus works to BS 7079 Part A1/ISO 8501-1/SIS 05:59:00 SA2.5 and priming with one coat of one of the undernoted types of primer to a specification acceptable to Corus. Normal coating thickness will be in accordance with the manufacturer's recommendation.

#### Shot blasting and priming extra £ per tonne

Thickness (mm)	Shot blasting only	Epoxy primer	Zinc rich Ethyl silicate primer
5 > 6	75	114	162
6 > 8	65	90	128
8 > 10	42	71	101
10 > 12	35	60	83
12 > 15	30	51	69
15 > 20	26	41	55
20 > 30	24	33	43
30 ≤ 40	22	30	37
> 40 ≤ 80	20	27	32

Note:

The above extras apply to a minimum order quantity of 20 tonnes

Orders of less than 20 tonnes - by arrangement

Prices for material over 80mm thick - by arrangement

Prices for material over 3460mm wide - by arrangement

## 7 Supplementary extras continued

### 7.4 Testing, inspection and identification over and above specific requirements (specified at the time of order)

#### Tensile and bend tests

		Extra £ per tonne
Tensile tests	- one test per batch ( $\leq$ 40 tonnes)	2
	- each plate tested	5
Bend tests	- one test per batch ( $\leq$ 40 tonnes)	2
	- each plate tested	5

#### Elevated temperature proof stress

		Extra £ per tonne
	- one test per batch ( $\leq$ 40 tonnes)	1
	- each plate tested	10

#### Impacts

Impact tests specified by customer but which are not covered by the specification or are additional to specification requirements.		Extra £ per tonne
	- one test per batch ( $\leq$ 40 tonnes)	2
	- each plate tested	5

#### Other tests

		Extra £ per tonne
Brinell hardness	- one test per batch ( $\leq$ 40 tonnes)	2
	- each plate tested	5

## 7 Supplementary extras continued

### 7.4 Testing, inspection and identification over and above specific requirements (specified at the time of order) continued

#### Ultrasonic testing

Testing to EN 10 160: 1999: Methods for ultrasonic testing and specifying quality grades of ferritic steel plate.

Note:

Plates intended for special welding, special end applications and/or special conditions of internal soundness may involve ultrasonic testing at Corus works. Any special requirements regarding limits on internal defects should be agreed at the time of the enquiry and order. Tests not specified and agreed at the time of ordering will not be considered part of the contract.

#### Percentage extra over total basing point price<sup>†</sup>

Thickness (mm)	Grade								
	S <sub>0</sub>	S <sub>0</sub> /E <sub>1</sub>	S <sub>1</sub>	S <sub>1</sub> /E <sub>1</sub>	S <sub>1</sub> /E <sub>2</sub>	S <sub>2</sub>	S <sub>2</sub> /E <sub>2</sub>	S <sub>3</sub>	S <sub>3</sub> /E <sub>3</sub>
6 to 40	2	3.5	4	4.5	5	*	*	*	*
> 40 ≤ 80	4	7	8	9	10	*	*	*	*
> 80 ≤ 150	6	10.5	12	13.5	15	*	*	*	*

#### Edge testing only

Thickness (mm)	Percentage extra over total basing point price <sup>†</sup>				
	Grade E <sub>0</sub>	E <sub>1</sub>	E <sub>2</sub>	E <sub>3</sub>	E <sub>4</sub>
6 to 40	2	2	2	*	*
> 40 ≤ 80	3	3	4	*	*
> 80 ≤ 150	4.5	4.5	6	*	*

\* By arrangement

† The percentage extra will be applied to the total basing point price including all extras except those for shot blasting and priming.

Note:

Ultrasonic testing of plates under 6mm and over 150mm thick by arrangement.

Ultrasonic testing to other standards by arrangement.

When Ultrasonic testing is undertaken in the presence of purchaser or outside inspection authority, an additional charge of £10 per tonne will apply.

## 7 Supplementary extras continued

### 7.4 Testing, inspection and identification continued

#### Through thickness reduction of area (HYZED)

##### Testing to EN 10 164: 1993

Sampling frequency based on max ladle S of 0.005% <sup>(1)</sup> extra £ per tonne	Thickness (mm)	Class Z15	Z25	Z35
<b>Standard</b>				
one parent plate per cast <sup>(2)</sup>	15 ≤ 150	16	18	20
<b>Customer options</b>				
one parent plate per batch <sup>(3)</sup>	15 ≤ 150	-	26	28
each parent plate	15 ≤ 150	-	35	37

The above extras will be charged in addition to the extras for the mandatory ultrasonic testing requirements of BS EN 10160 Class S1/E1 as set out on page 25.

Note:

- (1) See Table 2 of EN 10 164: 1993.
- (2) Corus reserves the right to supply plates with ladle sulphur levels above 0.005% providing testing frequencies are increased, at no extra cost to the customer, to:
  - (a) One parent plate per batch (≤ 40 tonnes) for acceptance class Z15
  - (b) Each parent plate for acceptance classes Z25 and Z35
- (3) One parent plate per batch (≤ 40 tonnes) or part thereof from the same cast with the same heat treatment.
- (4) The risk of lamellar tearing reduces as plate thickness reduces and for thickness less than 15mm the risk is slight. To reduce the risk further, and when agreed at the time of the enquiry and order, plates less than 15mm may be produced by a low sulphur steelmaking practice. Please consult our sales or technical advisory staff.

## 7 Supplementary extras continued

### 7.4 Testing, inspection and identification continued

#### Inspection/witnessing

All inspection fees are to be borne by the buyer. In cases where the manufacturer is debited by the inspection company these fees will be re-invoiced in full to the buyer.

All extras for inspection are cumulative except where indicated.

The extras shown below will apply for each of the inspection bodies involved in joint inspection.

#### Surface inspection of plates

Corus plate products comply with the normal surface condition requirements specified in the appropriate product standard and are manufactured in accordance with the appropriate quality control procedures.

When required by the purchaser, specified surface inspection of both surfaces of plates is undertaken in the 'black' condition.

	Extra £ per tonne
All plates inspected	12
Random inspection (minimum 10% of total number of plates at maker's option)	4
If required plates can be inspected in the shot blasted condition. In this case the shot blasting extras on page 23 will also apply.	
Where the purchaser specifies non standard surface condition requirements an additional charge may be applied.	*

#### Independent inspection

When surface inspection and/or inspection of plate dimensional/shape tolerances and plate identification marks is to be undertaken in the presence of the purchaser or his representative an additional charge is made.

	Extra £ per tonne
All plates inspected	10
Random inspection (up to 10% of total number of plates)	4

#### Witnessing mechanical tests

	Extra £ per tonne
Tests witnessed at Corus works by resident inspection authority.	Nil
Tests witnessed at Corus works by purchaser's representative	
Batch tested	2
Each rolled plate tested	6
The purchaser or his representative may select and identify (eg by stamping) the test samples for mechanical testing. An additional charge will be made which reflects the disruption to production.	*

#### Witnessing ultrasonic tests

	Extra £ per tonne
When ultrasonic testing is specified and is to be undertaken in the presence of the purchaser or his representative.	10

#### Quality assurance

	Extra £ per tonne
Where the purchaser required plate manufacture to be in accordance with an agreed quality plan involving multiple inter-stage inspection, document reviews or other procedures, inspection charges will reflect the degree of inspection required by the quality plan and the number of inspection authorities involved.	*
Additional test certificates	*

\* By arrangement

## 7 Supplementary extras continued

### 7.4 Testing, inspection and identification continued

#### Stamping

	Extra £ per tonne
- Normal stamping and identification	Nil
- Stamping in addition to the normal, according to customer's requirements - per line (max 8 characters)	2

#### Marking and/or colour coding

	Extra £ per tonne
- Normal paint marking and/or colour coding	Nil
- Paint marking and/or colour coding in addition to the normal, according to customer's requirements - per colour per line (max 12 characters)	1

## 7 Supplementary extras continued

### 7.5 Customer collection

#### **Collection by the customer from the works - all products**

Extra for collection by the customer with his own transport £3 per tonne.

The following conditions will apply to customers collecting material from works.

Customers will be advised when consignments are available for collection. If the material is not collected within the specified time an additional charge for warehousing will be added to the invoice.

Corus will not normally provide any indication of waiting time for customers' vehicles loading at works and shall be under no obligation to do so.

The method of calculating the charge for customers taking delivery at the works is the sale price at Basing Point, plus the published tariff charge for the distance from the Basing Point to the producing works, plus the extra of £3 per tonne as shown above.

# Terms and conditions of sale

**Standard conditions of sale for deliveries worldwide. Effective on all orders accepted by subsidiaries of Corus Group plc on or after the 1st September 2003.**

In these conditions 'the Seller' means the company by which the goods are sold. Other terms used in these conditions are defined in Condition 25.

- 1 All contracts for the sale of goods by the Seller incorporate these conditions. Any term or condition in the Buyer's order which is inconsistent with these conditions shall be of no effect.
- 2 Dates or periods for delivery are approximate and are given for information only and shall under no circumstances be essential terms. A delay in delivery, including delivery later than the date or dates provided in the Contract Documents, shall not constitute a breach of contract and shall not entitle the Buyer to avoid the contract or to any other remedy, unless the Seller has guaranteed the date of delivery in a warranty set out in the Contract Documents that expressly modifies the provisions of this condition.
- 3 Should the manufacture or processing of any of the goods, or the delivery of any of the goods at any of the Seller's sites or to the Buyer elsewhere, whether by the Seller, an associated company or an independent freight carrier, be prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes, lock-outs, industrial dispute, shortage of raw materials or fuel (notwithstanding that the Seller has taken all reasonable steps to procure such raw materials or fuel), shortage of labour, breakdown or partial failure of plant or machinery, late receipt of the Buyer's specification or other necessary information, acts, orders or regulations of Governments, decisions or directives of the Commission of the European Communities, delay on the part of any sub-contractor or supplier, or any cause whatsoever beyond the reasonable control of the Seller or any of its associated companies concerned with the manufacture, processing or delivery of the goods then, notwithstanding any warranty set out in the Contract Documents expressly modifying Condition 2, the time for delivery of the goods shall be extended for a reasonable period, and any such warranty shall be deemed to have been modified accordingly.
- 4 If delivery of any goods is likely to be delayed by reason of any of the causes or events referred to in Condition 3, and:
  - (a) the Seller shall not have taken delivery, or shall not have completed the manufacture or processing, of the goods or the goods shall have been lost, destroyed or irreparably damaged after completion of manufacture or processing; and
  - (b) the delay is likely to continue for so long that the Buyer will need to acquire substitute goods from a source other than the Seller; and
  - (c) the Buyer shows to the reasonable satisfaction of the Seller that the conduct of the Buyer's operations is likely to be seriously affected by the likely delay in delivery of the goods or that the Buyer is in peril of being in breach of a contractual obligation to a third party as a result of such delay,

then the Seller shall at the request of the Buyer agree to the cancellation of the delivery of those goods.
- 5 (a) The Seller reserves the right to supply the goods from any of its sites or any of the sites of any of its associated companies. Unless the Contract Documents specify otherwise, the method of carriage of the goods shall be at the Seller's discretion. If the Contract Documents provide that the Buyer shall collect the goods from the site, then the Buyer shall collect them without delay after being notified by the Seller that the goods are ready for collection. If the goods are not collected by the Buyer within 3 days of being so notified the Seller may despatch the goods itself at the Buyer's expense and risk (if an address for delivery of the goods has not been specified by the Buyer, to such address of the Buyer as the Seller may in its discretion decide) or store them at the Buyer's expense and risk.
  - (b) The Seller reserves the right to charge to the Buyer any costs, charges or expenses incurred by the Seller as a result of vehicle or wagon detention or demurrage of ships in consequence of any act or omission of the Buyer, or its servants or agents, or as a result of any special requirement or stipulation not set out in the Contract Documents.
  - (c) Where the Contract Documents provide for delivery of the goods elsewhere than at the Seller's site or the site of one of the Seller's associated companies, the Seller will consider a claim by the Buyer in respect of loss or damage in transit only if the Buyer:
    - (i) gives notice to the Seller within 21 days after receiving an advice note or other notification of the despatch of the goods from the Seller, in the case of loss, or within 7 days after delivery of the goods in the case of damage; and
    - (ii) where the goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.
  - (d) (i) Any marine insurance required to be effected by the Seller under the Contract Documents shall, unless otherwise agreed in the Contract Documents, be 10% over the invoice price and shall cover the goods from the time when transit of the goods to the destination named in the Contract Documents commences, as provided and contained in the Institute of London Underwriters ('the Institute') Cargo Clauses, the Institute's War Clauses and the Institute's Strikes Clauses, current at the time of shipment.
    - (ii) Except as varied by these conditions or otherwise agreed in the Contract Documents, any terms defined in the relevant edition of Incoterms current at the date of the Seller's order acknowledgment, such as CIF and CFR, shall have the meaning assigned to them by such Incoterms when used in any of the Contract Documents.
- 6 Subject to the provisions of these conditions, goods supplied by the Seller will comply with any specification and standard specified in the Contract Documents.
- 7 (a) Unless the parties have expressly agreed in the Contract Documents to modify this condition then, notwithstanding the provisions of Condition 6 above, any condition, warranty, statement or undertaking as to the quality of the goods or their fitness or suitability for any purpose however or whenever expressed or which may be implied by statute, custom of the trade or otherwise is hereby excluded, except to the extent such exclusion is prevented by law
  - (b) Without prejudice to the foregoing, no statement or undertaking contained in any national Standard, National edition of a European Standard, ISO Standard, or other standard or

## Terms and conditions of sale

technical specification as to the suitability of the goods for any purpose shall give rise to any legal liability of the Seller, except to the extent such exclusion is prevented by law. The Buyer shall satisfy itself that the goods are suitable for any product or application for which they are to be used before the goods are incorporated into such product or application.

- 8 Where the Contract Documents provide for testing or inspection of the goods by or on behalf of the Buyer before delivery (whether at the Seller's site or elsewhere), then the Buyer shall inspect and/or test the goods within 7 days of being notified by the Seller that the goods are available for inspection or testing. If the Buyer does not inspect or test the goods within the time specified by the Seller in that notice or if within 14 days of such testing or inspection the Buyer does not give notice to the Seller stating that, and specifying the reasons why, the goods do not comply with the Contract Documents, then the Buyer shall conclusively be deemed to have accepted that the goods comply with the Contract Documents and shall not be entitled to reject the goods on the grounds of anything which such inspection or testing has or would have revealed.
- 9 The Buyer shall be deemed to have accepted the goods and that the goods comply with the Contract Documents unless:
- (a) the Buyer gives notice in accordance with Condition 8 herein; or
- (b) in the case of a defect in the quality or state of the goods or the goods otherwise not complying with the Contract Documents, which defect or non-compliance was apparent upon on careful inspection or reasonable testing of the goods (or would not have been had a careful inspection or reasonable test been carried out), the Buyer gives the Seller a notice specifying such defect or non-compliance within 21 days after receiving the goods and in any event prior to their use or re-sale and, after doing so, gives the Seller a reasonable opportunity to inspect or test the goods before they are used or resold; or
- (c) in the case of a defect in the quality or state of the goods or the goods otherwise not complying with the Contract Documents, which defect or non-compliance was not apparent upon careful inspection or reasonable testing of the goods (or would not have been had a careful inspection or reasonable test been carried out), the Buyer gives the Seller notice specifying such defect or non-compliance immediately upon discovering it and in any event not more than 12 months after receiving the goods and, after doing so, gives the Seller a reasonable opportunity to inspect the goods. The Buyer shall not be excused from providing such opportunity by reason only that the goods have been incorporated into the goods or property of a third party or that the goods are located in, upon or under the premises or land of a third party.

Any dispute between the parties as to whether any goods are defective in quality or state or otherwise not in compliance with the Contract Documents shall be referred, in accordance with the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force, to a single arbitrator to be agreed between the Seller and the Buyer or in default of agreement to be nominated by the President for the time being of The Law Society of England and Wales.

- 10 The weight or quantity of the goods printed upon the Seller's advice or despatch note shall be final unless the Buyer shall have given notice to the Seller of any discrepancy in weight or quantity within 14 days after receiving the goods and shall have given the Seller a reasonable opportunity to witness the weight and/or quantity of the

goods being verified before they have been used, processed or sold.

- 11 Provided that the Buyer has complied with the requirements of Condition 8 or 9 (as applicable), and subject to the provisions of Condition 13, if the goods (or any part of them) are defective in quality or state or (save for discrepancy in weight or quantity) otherwise not in compliance with the Contract Documents, then, either:
- (a) if the Seller and the Buyer agree, the Buyer shall accept the goods at an agreed value or the goods shall be made good at the Seller's expense; or
- (b) if the Seller and the Buyer do not so agree within 21 days after the Buyer gave notice to the Seller under Condition 8 or 9 (as applicable), the Buyer may return the relevant goods to the Seller upon which the Seller shall, at the Buyer's option either:
- (i) repay the Buyer, or give the Buyer credit for, the invoice price of the goods (including freight) and any reasonable transport costs incurred by the Buyer in carrying the relevant goods from the place they were originally delivered to the Seller's site from which they were despatched or to such other place as the Seller may nominate; or
- (ii) replace the goods by delivering replacement goods to the original place of delivery as soon as may be reasonably practicable.
- 12 (a) The undertakings in Condition 11 are given in lieu of any other legal remedy the Buyer may have in respect of goods (or any part of them) being defective in quality or state or otherwise not in compliance with the Contract Documents.
- (b) The liability of the Seller (and its associated companies) to the Buyer in respect of:
- (i) such defects or non-compliance; and
- (ii) in the event that the Seller is not entitled to rely upon the provisions of clause 12(c) below, any loss, damage or expense whatsoever incurred or suffered by the Buyer (including, but without limitation, loss of profit, revenue or goodwill) howsoever such loss, damage, or expense may have been caused (including, but without limitation, any breach of contract, negligence or breach of any duty of the Seller whatsoever),

shall for all purposes (including, but without limitation, under the Contract Documents and in negligence or any other tort) be limited to the cost of making good the goods, the repayment or giving of credit for the invoice price of the goods or to the replacement of the goods in accordance with Condition 11.

- (c) Under no circumstances shall the Seller (or any of its associated companies) be liable for any loss, damage or expense whatsoever incurred or suffered by the Buyer (including, but without limitation, loss of profit, revenue or goodwill) howsoever such loss, damage, or expense may have been caused (including, but without limitation, any breach of contract, negligence or breach of any duty of the Seller whatsoever) other than as set out in clause 12(a).
- (d) This Condition 12 shall not apply so as to exclude or restrict the liability of the Seller for death or personal injury caused by the Seller's negligence.

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- (e) Clauses 12(a) to (d) (inclusive), clauses 7(a) and (b) and clauses 20(a) to (d) (inclusive) shall be construed severally and as separate contract terms. These clauses shall survive the termination of the contract for whatever cause.
- 13 Goods sold as 'non-prime' or goods accepted by the Buyer pursuant to Condition 11 which the Seller and the Buyer agree to be 'non-prime' are sold in their actual state, as seen, without warranty and with all faults whether or not the goods have been inspected by the Buyer prior to delivery. Any statement, specification, description or other information provided by the Seller in respect of such goods is given in good faith but the Seller accepts no responsibility for its accuracy. Under no circumstances will the Seller be under an obligation to replace or make good such goods or be liable for any claim whatsoever in respect of them. If the Buyer shall re-sell such goods the Buyer shall ensure that a provision in similar form to this condition is incorporated in the re-sale agreement, unless, prior to reselling the goods, the goods or such part of them as the Buyer re-sells are first made to comply with a recognised specification or standard.
- 14 Each part delivery or installment of the goods shall be deemed to be sold under a separate contract. Delivery to the Buyer of a quantity of goods less than or greater than that which the Seller has agreed to sell shall under no circumstances entitle the Buyer to reject the goods delivered.
- 15 (a) Subject to any Incoterms expressly incorporated into the contract by any of the Contract Documents, risk in the goods shall pass to the Buyer when the goods are delivered to the Buyer.
- (b) The Seller and the Buyer expressly agree that until the Seller has been paid in full for the goods, or any other goods comprised in any other sale contract between them, or until all other monies due from the Buyer to the Seller on any account whatsoever have been paid in full:
- (i) legal and beneficial ownership of such goods remain with the Seller;
- (ii) the Seller may recover all or any part of such goods at any time from the Buyer if they are in its possession and, if the amount outstanding from the Buyer to the Seller in respect of any goods supplied or any other amounts owed shall remain unpaid after the due date for payment has passed and for that purpose the Seller, its servants and agents may enter upon any land or building upon or in which such goods are situated;
- (iii) the Buyer has a right to dispose of such goods (as between it and its customers only) as principal in the ordinary course of its business with such right being terminable by the Seller giving to the Buyer notice at any time and being automatically terminated (without notice) upon the happening of any of the events referred to in clause 16(d);
- (iv) in the event of such disposal, the Buyer has the fiduciary duty to the Seller to account to the Seller for the proceeds but may retain from such proceeds any excess of such proceeds over the amount outstanding under this or any other sale contract between the Buyer and the Seller; and
- (v) each sub-clause (ii), (iii) and (iv) shall be construed and have effect as a separate clause and accordingly in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.
- 16 The Seller shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any or every contract between itself and the Buyer or to suspend any further deliveries under any or every contract in any of the following events:
- (a) If any debt is due and payable by the Buyer to the Seller but is unpaid.
- (b) If the Buyer has failed to provide any letter of credit, bill of exchange or any other security required by the Contract Documents provided that in such event the Seller's rights of termination or suspension under this Condition shall apply only in regard to the particular contract in respect of which the Buyer shall have so failed.
- (c) If the Buyer has failed to take delivery of the goods under any contract between it and the Seller otherwise than in accordance with the Buyer's contractual rights.
- (d) If the Buyer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except where solely for the purpose of reconstruction or if a petition has been presented for an order for its winding up or for a receiver (including an administrative receiver) or administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership, the Buyer suspends payment of his or their debts in whole or in part or if an application has been made for an interim order or a petition has been presented for a bankruptcy order or if any such order is made or if the Buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under any law.
- The Seller shall be entitled to exercise its rights of termination or suspension under this Condition at any time during which the event giving rise to such rights is continuing and has not been remedied and, in the event of a suspension, the Seller shall be entitled, as a condition of resuming delivery under any contract between it and the Buyer, to require prepayment of, or such security as it may require for the payment of, the price of any further goods.
- 17 The Buyer shall not be entitled to withhold payment of any amount payable under the Contract Documents to the Seller because of any disputed claim of the Buyer in respect of defective goods or any other alleged breach of the Contract Documents, nor shall the Buyer be entitled to set off against any amount payable under the Contract Documents to the Seller any monies which are not then presently payable by the Seller or for which the Seller disputes liability.
- 18 (a) The price payable by the Buyer for each delivery shall be the price set out in the Contract Documents to which shall be added any Value Added Tax and any other tax or duty relating to the sale or delivery of goods chargeable to the Seller and the freight and other charges as specified in the Contract Documents. Unless otherwise expressly stated in the Contract Documents, the price of each delivery (including such Value Added Tax, other tax or duty, freight and other charges) shall be paid in full and received by the Seller by the last day of the month following the month in which the goods were despatched. The Seller shall be entitled to charge interest on any sums not so paid. Such interest shall be calculated on a

# Terms and conditions of sale

day-to-day basis on the amount outstanding at the rate of 4% above the arithmetic average for each day of the published base rate of the Central Bank for the currency in which the goods are priced or at any higher rate as the Seller would (but for this condition) have been entitled to charge interest under any applicable legislation.

- (b) Payment shall be made in the currency specified in the Contract Documents. Subject to Condition 17, that amount shall not be subject to any discount or deduction except as agreed by the Seller in the Contract Documents.
- 19 (a) Except where expressly stated otherwise in any of the Contract Documents, a notice under any of the Contract Documents shall only be effective if it is in writing. Email and notices given via the Seller's electronic data interchange system are permitted.
- (b) Notices under any of the Contract Documents shall be sent to a party at its address or number and for the attention of the individual specified in the Contract Documents, provided that a party may change its notice details on giving notice to the other party of the change in accordance with this condition.
- 20 The Seller and the Buyer agree that if any term of the Contract Documents purports to confer a benefit on any person who is not a party to the contract (a 'third party'), that term shall not be enforceable by any such third party.
- 21 (a) The Contract Documents constitute the whole and only agreement between the parties relating to the subject matter of the contract.
- (b) The Buyer acknowledges that in entering into the contract it is not relying upon any pre-contractual statement which is not set out in the Contract Documents.
- (c) Except in the case of fraud, no party shall have any right of action against any other party to this agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in the Contract Documents.
- (d) For the purposes of this condition, 'pre-contractual statement' means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of the contract made or given by any person at any time prior to the date of this agreement.
- 22 The rights of the Seller or the Buyer shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach. Any variation in the terms of the contract must be agreed between the parties in a Contract Document.
- 23 In the event that, for any reason, any provision in any of the Contract Documents is held to be void, unenforceable or otherwise invalid, any contract which incorporates any such Contract Document shall otherwise continue to be fully binding and all the other provisions of the Contract Documents, and the remainder of any provision where the effect of some part of it is held to be void, unenforceable or otherwise invalid, shall remain fully effective.
- 24 (a) The Contract Documents shall be governed by and construed in accordance with the laws of England.

(b) Subject to Condition 9:

- (i) the courts of England are to have jurisdiction to settle any dispute arising out of or in connection with the Contract Documents; and
- (ii) any proceeding, suit or action arising out of or in connection with the Contract Documents ("**Proceedings**") may be brought in the English courts.

(c) This jurisdiction agreement is for the benefit of the Seller. Seller is therefore, subject to Condition 9, to retain the right to bring Proceedings in any court which has jurisdiction other than by virtue of this jurisdiction agreement. The Buyer has, subject to Condition 9, the right to bring Proceedings only in the courts of England and not in any other courts.

(d) The Buyer on entering into this contract irrevocably submits to the jurisdiction of the English courts and of any other court in which Proceedings may be brought in accordance with this clause.

25 In these conditions, unless the context requires otherwise:

'associated company' means, in relation to the Seller, a company:

- (a) which holds or controls, directly or indirectly through another person, entity or otherwise, more than half of the shares in the Seller; or
- (b) in which any such company or the Seller holds or controls, directly or indirectly through another person, entity or otherwise, more than half of the shares,

and 'associated companies' means all of them.

'Contract Documents' means, in relation to each contract for the sale of goods by the Seller to the Buyer:

- (a) these standard conditions of sale for deliveries worldwide;
- (b) any order acknowledgement, or advice or despatch note given by the Seller to the Buyer in respect of the contract; and
- (c) any other document, signed by or on behalf of both the Seller and the Buyer, that expressly provides it is a Contract Document for the purposes of the contract,

and 'Contract Document' shall mean any one of them.

'goods' means, in relation to each contract, the goods referred to in the Contract Documents as being sold by the Seller to the Buyer.

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