

Company Name _____

Address _____

Tel _____ **Fax** _____

Contact _____

1. Details of production process and equipment _____

2. Size range offered _____

3. Conditions offered _____

4. Grade offered _____

5. Minimum order quantity per grade _____

6. References _____

CULTURAL APPLICATION FORM

1. Do you have a strategic plan? YES / NO
2. What are the details? _____
3. How often is it reviewed? _____
4. What evidence is there of achievements to date _____
5. What type of business would you like to be in five years time? _____
6. How big a role will export play in your business? _____
7. How are you prepared for export sales? _____
8. What is your attitude to risk? _____
9. How will you develop your people? _____
10. How much time is spent training? eg Do you have a training budget and, if so, what percentage of your turnover does this account for? _____
11. How do you involve your customers in your business? _____
12. What is your attitude towards quality? _____
13. Do you have an Environmental Policy? YES / NO
14. How do you adhere to this? _____
15. Do you operate a Continuous Improvement culture? YES / NO
16. How do you monitor this? _____
17. What is the management style of the business? _____
18. Do you have Succession Plans? YES/NO
19. Do you have Disaster Recovery Plans, and if so what are these? _____
20. What KPIs are currently measured and why? _____

FINANCIAL APPLICATION FORM

1. Current ownership _____

2. Percentage _____

3. Current turnover _____

4. Current profitability _____

5. Return on capital Employed _____

6. Assets _____

7. Are copies of last 3 years accounts available YES / NO

8. Auditors _____

9. Bankers _____

10. How are costs monitored? _____

11. What financial measures are in place? _____

12. What is reported monthly/annually? (NB. examples are required) _____

13. What is the structure of the Finance department? _____

14. What qualifications are held? _____

SUPPLIER QUALITY ASSURANCE APPLICATION FORM

CONTACT FOR QUALITY ASSURANCE MATTERS _____

MATERIALS OR SERVICES OFFERED _____

SIGNED _____

JOB TITLE _____ DATE _____

1. Is the Company assessed and registered to a nationally recognized quality standard? YES / NO

If so,

a) Which Standard? _____

b) Accreditation Body? _____

c) Scope of supply covered _____

d) Registration number? _____

e) Expiry date (if any)? _____

If the answer to 1 above is "YES" please attach copies of your certification and return the questionnaire to the Group Quality Administration Manager; subject to verification your Company will be included in our list of assured sources.

If the answer is "NO" please complete the remainder of the questionnaire and return it for consideration; it may not be possible to include your Company in our list at this stage (and business may be restricted as a result) and it may be necessary for us to carry out an assessment visit.

2. Do you intend to apply for registration to a nationally recognized quality standard? YES / NO

a) If so, which one? _____

b) When? _____

3. Do you have a written statement of quality policy ? YES / NO

4. Do you have an organization chart or statement defining responsibility and authority of all personnel whose actions may affect quality? YES / NO

5. Do you have a policy for identification of verification requirements (inspection, testing, Q A audits etc) and for the provision of adequate resources and personnel for these functions? YES / NO

6. Do you have a management representative having defined responsibility for the maintenance of quality policy and procedures? YES / NO

If so, whom? _____

Position _____

7. Do you have a policy for review of the quality system to ensure its continuing suitability and effectiveness? YES / NO

8. Do you have a documented quality system (eg a Quality Assurance Manual) and a procedure for updating/amending? YES / NO
9. Do you have a procedure for quality planning to meet specified requirements for products, projects or contracts? YES / NO
10. Do you have a procedure for Contract Review for the adequate assessment, recording and definition of customer requirements? YES / NO
11. Do you have a procedure for an amendment to a contract to be made and correctly transferred to the functions concerned? YES / NO
12. Do you have a procedure for maintaining records of Contract Reviews? YES / NO
13. Do you have a procedure to control all documents and data that relate to your quality system? YES / NO
14. Do you assess your suppliers and sub-contractors for their ability to meet your requirements in all respects, and maintain a list of those approved? YES / NO
15. Do you have a purchasing procedure which ensures the adequate definition and recording of your requirements? YES / NO
16. Do you have a procedure, where specified in the contract, to afford a customer the right to verify product on your premises? YES / NO
17. Do you have a procedure for the unique identification and lot traceability of your products? YES / NO
18. Do you maintain process control and documented work instructions for your processes, particularly where quality may be affected? YES / NO
19. Do you have a procedure for inspection, verification, and testing for product at all stages, from receiving to dispatch? YES / NO
20. Do you have a procedure for the maintenance and calibration of all test and measuring equipment? YES / NO
21. Do you have a procedure for identifying the inspection and test status of your products, where appropriate? YES / NO
22. Do you have a procedure for the control, review and disposition of non-conforming products? YES / NO
23. Do you have procedures for implementing and controlling corrective and preventive action? YES / NO
24. Do you have procedures for handling, storage, packaging, preservation and delivery of your products? YES / NO
25. Do you have a procedure for the identification, maintenance and disposition of quality records? YES / NO
26. Do you have a procedure for planning and implementing internal quality audits? YES / NO
27. Do you have procedures for identifying training needs and providing training for personnel involved in areas affecting quality? YES / NO
28. Do you have procedures for identifying the need for statistical techniques required for controlling and verifying process capability? YES / NO

Many thanks for your co-operation in completing this questionnaire.

CONDITIONS OF PURCHASE

1. DEFINITIONS

In these conditions unless the context otherwise provides:

- a) "The Company" means Hillfoot Steel Group Limited
- b) "Contract" means the contract for the sale and purchase of the goods and/or the supply and acquisition of the service. Where the subject of the contract is the latter, references to delivery shall mean performance of the services.
- c) "The Supplier" means the person, firm, company or other organisation on which the order is placed and shall include any subsidiary companies involved in the order.
- d) "The Order" means the Purchase Order of the Company and every amendment thereto.

The titles of these conditions are not part of them but are for convenience of reference only.

2. CONDITIONS PREVAILING

Notwithstanding anything to the contrary which may appear on the Supplier's quotations, all contracts placed by the Company shall be subject to the terms and conditions printed below. Delivery of the goods or performance of service by the Supplier shall of itself constitute an acceptance of the terms and conditions of purchase, where acceptance shall not previously have been communicated to the Company.

No amendments to the order or conditions shall form part of the contract unless agreed by an authorised officer of the Company.

3. TIME OF THE ESSENCE

Where time for delivery and/or performance by the Supplier is specified, time shall be of the essence of the contract. The Company reserves the right to cancel any order in full or part without paying compensation if not delivered/performed within the time stated or alternatively, to claim reasonable compensation for any losses due to delayed delivery/performance.

4. DELIVERY

Unless the Company agrees otherwise in writing, all goods and materials supplied are to be delivered by the Supplier carriage paid to the address for delivery specified in the order.

Any goods lost or damaged in transit shall be at the Supplier's risk but the Company shall notify the Supplier of any such loss or damage within a reasonable time. In such event the Company may at its option cancel the contract in whole or part without any further liability to the Supplier.

Packing shall be adequate to ensure the safety of the goods in transit.

5. TITLE

Title to and property in all goods and materials shall pass to the Company when delivery is made to the premises specified to the Company or they are collected by the Company or its agent.

6. CANCELLATION

The Company reserves the right to cancel the contract prior to commencement of manufacture of goods designated specifically for the Company without penalty.

In the event of the Company's relevant contract with its own customer being cancelled, delayed, interrupted or otherwise restricted by force majeure, lock out, strikes of workmen, or any other cause whatsoever beyond the control of the Company then the Company shall be at liberty to defer the delivery or to cancel the contract without liability, whether or not manufacture has commenced.

The Supplier shall have the right to cancel the contract if unable for reasons wholly beyond its control to carry out its obligations.

7. QUALITY

The Company reserves the right to:

- a) reject any goods or services which are not in accordance with specifications, samples or descriptions, or fit for use for any purpose which shall have been made known to the Supplier.
- b) reject any goods for which proper and specified certification is not provided.
- c) refuse acceptance of quantities in excess of those ordered or delivered ahead of schedule.

Goods rejected will be returned at the Supplier's risk and expense.

In the event of a complaint, the Company does not accept responsibility for payment until the complaint is resolved and it is from this date that the agreed time of payment is calculated. Until such complaints are resolved and the invoice as been agreed, the Company does not accept liability for the goods and the Supplier must make his own insurance arrangements.

8. CLAIMS

The Supplier will indemnify the Company against the following:

- a) Loss or damage, or injury howsoever and whensoever arising, caused to the Company, or for which the Company may be liable to third parties, due to defective design materials workmanship or unsound quality of the goods or services supplied.
- b) Claims in respect of death or injury to any employee of the Supplier, or of the agent or sub-contractors of the Supplier while in or about the Company's sites or works or other places of business.
- c) Consequential loss or damage sustained by the Company or for which the Company may be liable, as a result of the failure of the Supplier to perform the work or supply the materials in accordance with the terms of the contract.

9. GUARANTEE

In addition to any other remedy that the Company may have hereunder if the goods or any part of them are found to contain any defects arising from faulty design materials or workmanship then unless it can be shown that the Company is responsible for such defect the Supplier shall within a reasonable period of time of being notified of such defect by the Company make good the defect by replacing the goods at the Supplier's risk and expense.

10. PRICE

There shall be no variation in the price specified in the contract unless agreed to in writing by an authorised officer of the Company.

11. DOCUMENTATION

- a) An advice note shall be presented with each delivery stating the name of the Supplier, the Company's order number, quantity, relevant specifications of quality and dimensions.

In addition, a packing note stating order number and quantity must be included with every package.

The Supplier will also provide where relevant a certificate relating to the chemical and mechanical properties of the goods.

Failure to provide proper documentation with each delivery may result in the goods being rejected or payment being delayed.

- b) A priced invoice must be forwarded for each delivery quoting the Company's order number and the Supplier's advice note number failing which payment will be delayed.

- c) A statement of account must be received no later than seven days after the end of the calendar month in which the goods are delivered.

12. PAYMENT

- a) Payment terms shall be 60 days following the end of the month in which the goods are received unless otherwise agreed in writing.
- b) Under no circumstances shall the Company be liable for interest charges on any payments that may be considered overdue.
- c) The Company may withhold payment of the Supplier's invoice if there is inconsistency regarding proof of delivery, quality, price or other dispute.
- d) The Company shall be entitled to deduct from or set off against any money due from the Company to the Supplier any sums which the Supplier may be liable to pay the Company.
- e) If the Supplier requires payment by Bill of Exchange or other instrument the Supplier shall bear any bankers' or other extra cost incurred in such payment.

13. DRAWINGS & INTELLECTUAL PROPERTY

All specifications, patterns, tools, equipment, drawings, samples and information provided by the Company to the Supplier shall remain the property of the Company to whom they shall be returned on completion of the contract and the Supplier shall not disclose/transfer them to any third party without the express written consent of the Company.

The Supplier shall indemnify the Company in full against all liability, loss, damages, costs and expenses awarded against or incurred by the Company against any claim that the goods infringe in their use or resale, any kind of intellectual property rights, except to the extent that the claim arises from any specification supplied by the Company.

14. ASSIGNMENT

The Supplier shall not without the written consent of the Company assign, transfer or sub-let the contract or any part thereof other than for minor requirements or for any part of the goods of which the makers or suppliers are named in the Order.

15. WORK ON PREMISES

Where the contract provides for work to be done on the Company's premises:

i) The Supplier shall:

- a) ensure full observance of relevant legislation including the Health & Safety at Work Act 1974 and any relevant regulations made under it by any person employed by or carrying out work on its behalf.
- b) ensure that any waste is disposed of in accordance with the Environment Protection Act 1990 and that all relevant regulations made under the Act are complied with.
- c) not commit any act on the Company's premises which will render the Company liable at common law or by virtue of any statute to any third party.

ii) The Supplier shall comply with all requirements as to security on entering or leaving the Company's premises.

iii) The Supplier shall maintain a public liability insurance for a minimum limit of indemnity of £2,000,000 for any one occurrence and shall provide evidence on request of having done so.

16. INSOLVENCY

If the Supplier shall become bankrupt or have a receiving order made against him, or compounds with his creditors, or being a corporation shall commence to be wound up (except for the purpose of amalgamation or reconstruction) or carry on its business under a receiver or administrator for the benefit of its creditors, the Company may either:

- a) terminate the contract by notice in writing to the Supplier or Receiver of Liquidator or
- b) give the Receiver or Liquidator the option of carrying out the contract subject to a guarantee of due performance up to an agreed amount.

17. NOTICES

Any notice under the relevant purchase order shall be given by post, telegram or facsimile with written confirmation addressed to the address stated on the order for the Company and Supplier or such address as either may notify to the other in writing for the purpose. Any notice so served shall be deemed to be received in the ordinary course of post.

18. DISPUTES

The parties will initially attempt in good faith to resolve any disputes by negotiation between the respective authorised officers. If the matter cannot be resolved by these means within a reasonable period of time, the dispute shall be referred litigation.

19. MODIFICATION (Prejudice)

The rights and remedies of the Company under the contract shall not be diminished, waived or extinguished, nor shall any acceptance of performance by the Supplier of his obligations hereunder be implied by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of, or delay by the Company in asserting or exercising any such rights or remedies or by any payment to the Supplier of, or on account of the contract price.

20. INTERPRETATION AND JURISDICTION

Any dispute with regard to the interpretation, validity, application or otherwise shall be governed by English Law and the English Courts shall have exclusive jurisdiction.

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