

## ADDITIONAL COMMENTS TO OUR QUOTATION

1. Currency  
Unless stated all prices are quoted in Pounds Sterling GBP (£)
2. Prices  
All prices are quoted ex-works (EXW) Newcastle. Any additional freight charge will be extra. Domestic Packing (Pallets) included. Wooden cases will be extra if required.
3. Delivery  
The quoted delivery is based on the valves being available ex-works our factory. Any additional requirements will be over and above the delivery quoted. The delivery time starts from receipt of full and final information
4. FOB /FCA  
Should we agree to FOB UK Port charges, we cannot be held accountable for any delay, where we are not in control of the nominated shipping agency.
5. Terms  
John Mills & Sons (Newcastle) Limited (the Company) terms and conditions of supply apply, unless stated otherwise stated. (Copy attached).
6. Payment terms  
Where permitted by our credit insurance company (credit –subject to Status) we will offer payment terms of net 30 days from date of invoice. However should we not be permitted to offer these terms, payment by Confirmed Irrevocable Letter of Credit, confirmed on a UK bank (All Bank charges to the account of the buyer) or cash in advance will be required. All Letters of Credit must be received in draft 5 weeks prior to despatch and the original 3 weeks prior to despatch
7. Liquidated Damages.  
Unless explicitly stated, John Mills & Sons (Newcastle) Limited does not accept liquidated damages. If at any time liquidated damages are accepted these will not be applicable to any agreed short lead-times or FOB related orders, where we are not in control of a nominated forwarder.
8. Performance Bond  
Unless explicitly stated, it is the company's policy not to provide such Bonds. Should a Bond be provided, this will be restricted to orders over £50000.00 and may take the form of a bank guarantee or a bond insurance policy at the discretion of the company. It will be a condition of the Bond that all conditions will be subject to English Law and issued by Barclays Bank Plc and that liability will cease on the expiry date of the Bond.
9. Spares  
Spares for commissioning are not recommended as a requirement of our product. We do however recommend spare for 2-year operational use. Prices are available on request.
10. Painting  
Unless stated, our valves will be supplied unpainted.
11. NDE  
Unless stated no NDE/Special testing is included in our scope of supply.
12. Documentation  
Standard Certification charges are quoted within our quotation, as extras, if required. Unless otherwise stated any additional requirements should be advised and we will quote accordingly.
13. PED  
Please state whether Directive 97/23/EC ("PED") is applicable, giving service conditions (line media and pressure). If the PED does apply and you do not give us service details we will assume that the line medium is a non-dangerous liquid and that the maximum rated pressure is the service pressure.  
If the despatch address is to a country where the PED does not apply, we will assume that the PED is not applicable.
14. ATEX  
You must explicitly state whether CE marking in accordance with Directive 94/9/EC ("ATEX") is required. Additional charges may apply – further details are given in the JM ATEX policy (available on request). A request for CE marking to ATEX must be accompanied with details of the explosive environment (Zone 0, 1 or 2).
15. Changes to the Order.  
The following fees will apply:  
Within 1 week of order placement no charge.  
After one-week £100.00 administration charge will apply, as well as the cost of the change.
16. Storage.  
The following storage fee will apply if the order cannot be released by the agreed scheduled ship date due to issues not of our making  
After a one week grace period, one tenth of one percent (0.1%) per day to a maximum of 7.5% of the order value.
17. Cancellation  
Should an order be cancelled the following fees will apply:  
Within one week of order placement £100.  
Up to 4 weeks (or 30% of agreed lead-time\*) 20% of order value payable  
5 to 6 weeks (or 60% of agreed lead-time\*) 50% of order value payable  
7 to 8 weeks (or 80% of agreed lead-time\*) 75% of order value payable  
10 weeks and over (or 100% of agreed lead-time\*) 100% of order value payable  
  
\* this is to reflect the impact of any short lead-time where agreed.
18. Inspection and testing  
Third party witness inspection arrangements and fees are the responsibility of the buyer and the buyer's chosen third party inspection agency. John Mills & Sons (Newcastle) Limited will not be held accountable for these fees unless they are clearly detailed as being included within our quotation. If not already agreed a fee will be charged for this operation.
19. Minimum Order Charge  
We have a minimum order charge of £100.00.
20. Documentation  
Unless agreed and fully specified in the purchase order, then electronic documentation will be supplied to our Standard Electronic Documentation Format. Any requests for new, additional or changes from our standard format (non-agreed) is fully chargeable. All documentation will be supplied in English.  
  
"Standard Electronic Documentation Format"  
Our PDF documents will only be supplied in the following formats Acrobat 8.0 Compatibility (PDF 1.7 ISO:32000:2008 ) using Adobe Acrobat Writer X . Acrobat 5.0 Compatibility (PDF 1.4 ) using Ricoh Photocopier Scan engine or Acrobat 6.0 compatibility (PDF 1.5) using Microsoft Office 2010 . All versions of the PDF files can be viewed and printed using the latest version of the free Adobe Reader software. We do not supply electronic documents to the PDF/A, PDF/E or PDF/X standard, or generate PDF's from earlier versions of the Adobe software to prevent modifications to our documents..
21. Castings  
The Company considers impregnation to be an acceptable method of recovery of castings with microporosity, and may do so without reference to the Buyer, provided that design and service conditions are met and identified. This will be carried out to DEF STAN 03-1. Casting repair by welding to ASTM B148 para 8, is permissible without reference to the Buyer, provided that each excavation does not exceed 20% of the wall thickness or 4% of the casting area.
22. Warranty  
The Company standard warranty unless otherwise agreed will be 12 months from our ex-works delivery. Any defects or alleged non-conformances of our product must be informed in writing to the Company with full details of the claim. This claim will be investigated and an action plan developed should we accept liability.
23. Data Dossiers  
Data Dossiers are not provided as standard. Data Dossier requirements shall be defined within the enquiry. Unless otherwise agreed then standard Data Dossier is deemed to consist of 1 hard copy and 1 CD ROM.
24. Property and Ownership  
Risk in the goods shall pass to the customer on delivery. Notwithstanding delivery and the passing of risk in the goods or any other provisions of these conditions the property in/and or title shall not pass to the customer until the company has received in cleared funds payment in full for the price of the goods and all other goods agreed to be sold by the company to the customer for which payment is then due.  
  
Until such time as the property in goods passes to the customer the company shall be entitled at any time to require the customer to deliver up the goods to the company and if the Customer fails to do so forthwith the customer irrevocably authorises the Company and its agents and employees to enter upon any premises of the customer or any third party, without notice where the goods are stored and repossess the goods at the cost of the customer  
  
Until such time as property in the goods passes to the customer the customer shall hold the goods as bailee shall store the goods separately so that they are identifiable as the property of the company and shall fully insure and protect the goods but the customer shall be entitled to resell or use the goods in the normal course of business the customer shall not be entitled to pledge or charge any of the goods which remain the property of the company but if the Customer does so pledge or charge the goods all moneys owing to the company by the customer shall become immediately due & payable