

Quotation Prepared For:

Justin Helm

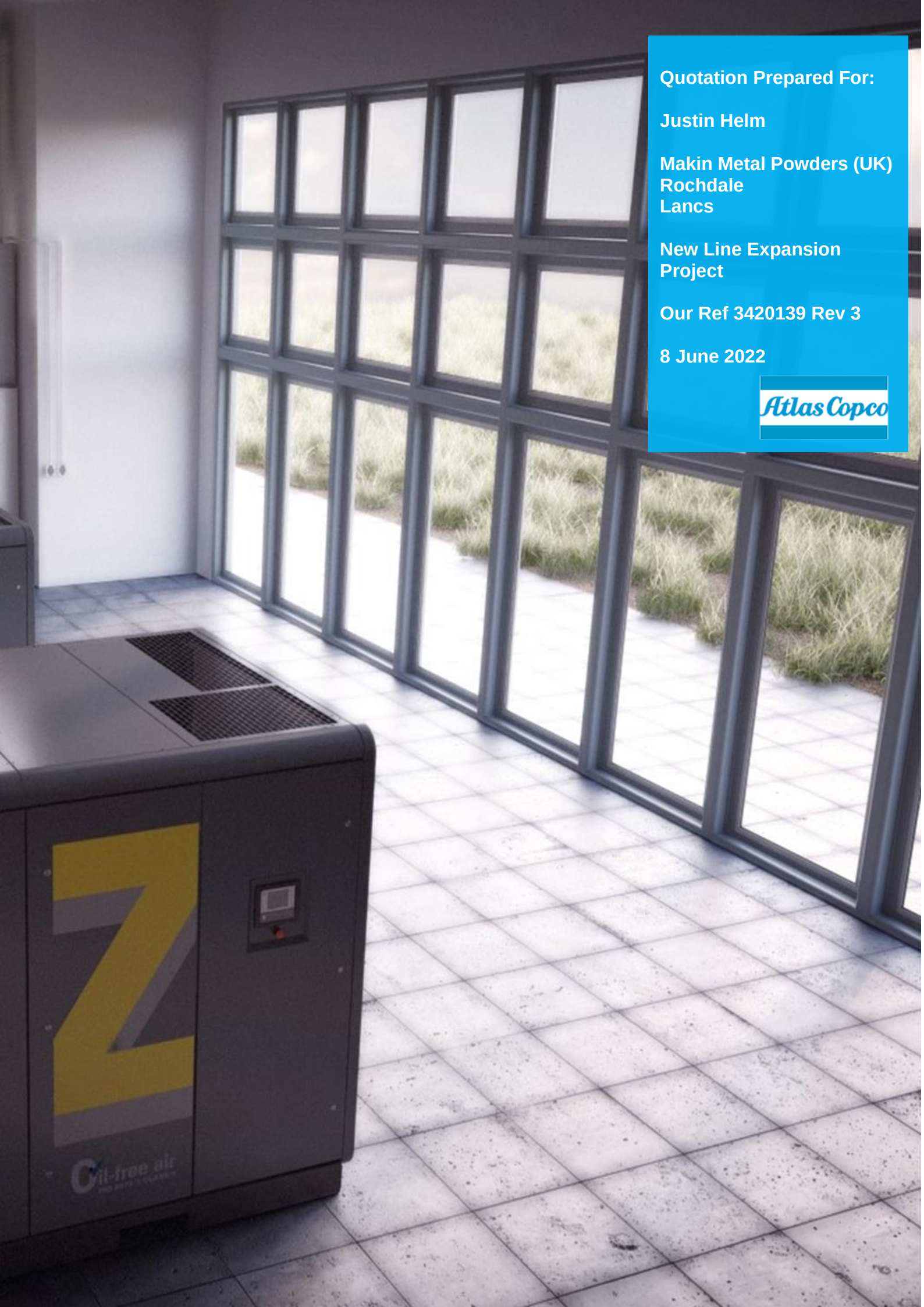
Makin Metal Powders (UK)
Rochdale
Lancs

New Line Expansion
Project

Our Ref 3420139 Rev 3

8 June 2022

Atlas Copco





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Mr Justin Helm

Makin Metal Powders (UK)
Buckley Road
Rochdale
OL12 9DT

Date: 08/06/2022

Project Ref: New Line Expansion Project

Atlas Ref: 3420139 Rev 3

Validity: Prices are valid for 30 days from date of this quotation.

Dear Mr Helm

Thank you for your valued enquiry and for the opportunity to provide a quotation for the supply of the new Atlas Copco GR200P-20 air compressors and 21barg 3000 litre vertical air receiver to supply the new production line in the current factory.

Further to our recent discussions, I am now pleased to confirm the updated pricing of just One new Atlas Copco GR200-20 air compressor, Options of 1 new 3000litre 21barg vertical air receiver (with option of paint or galvanised finish), with filter and installation costs for the new position adjacent to the old stores building as requested.

Attached is our detailed proposal for the supply of ONE new Atlas Copco GR200P-20 high pressure 2 stage lubricated air compressors with ONE LV3000-21 3000 litre vertical air compressors

Once you have had an opportunity to review our proposal, if you would like to arrange a meeting to discuss the project in more detail please let me know at your earliest opportunity.

I trust I have interpreted your requirements correctly and should you require any further information short term please do not hesitate to contact me directly

I look forward to receiving your earliest instructions

Yours sincerely

John Brennand
Oil Free Sales Engineer – (North West)
Tel: +44(0)7929 863641
Email: john.brennand@atlascopco.com

Atlas Copco Compressors



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Swallowdale Lane
Hemel Hempstead
Herts HP2 7EA

Sustainable Productivity



GR 110-200 AC

Atlas Copco Oil-Injected Rotary Screw Compressor, Air Cooled

The GR 110-200 / Air cooled - Pack is the most robust and reliable air compressor for high pressure applications.

This proven concept is the result of decades of innovation and interaction with our customers.

The unit provides the reliability and performance of a state-of-the-art solution and produces high quality compressed air at the lowest operating costs, using undisputable oil-injected screw technology.

The compressor includes superior two stage rotary screw compression elements, driven by a high efficient motor.

Lubrication, cooling systems and oil/water separator are also integrated and built into a silencing enclosure to minimize the noise level.

The complete package is completely wired and controlled by the Atlas Copco Elektronikon® controller ensuring minimum installation time and ease of use.

The compressor is fully compliant with international mechanical and electrical regulations.



Reliable technology in an energy efficient package

Designed to meet the highest levels of reliability and energy efficiency, the compressor package includes the following main features:

Reliability

Optimized air intake valve

Assuring trouble-free operation by using low maintenance loading-unloading valve, specially designed for continuous air demand

- Lowest pressure drops
- Optimal system pressure
- Few moving parts, unique design



Heavy duty oil filtration system

Assuring continuous uptime, the package is delivered with a 10 micron oil filtration system for extremely clean oil ensuring

- Maximum reliability
- Increased lifetime of internal components
- Long service intervals and easily accessible
- Protecting the compressor element, bearings, gears in the harshest operating conditions



Peace of mind using intelligent controls

The newest Atlas Copco Elektronikon® Touch compressor control and monitoring system, uses advanced algorithms for maximum reliability. The controller can handle 31 languages facilitating communication

- User-friendly, with 4,3" high resolution color display and touch and swipe navigation
- Multiple operating modes for ultimate performance in all operating conditions
- Internet-based compressor visualization using a simple Ethernet connection
- Integrated Smartbox with 3G connectivity



Efficiency

State-of-the-art rotary screw elements

Patented oil injected rotary screw elements with the latest Atlas Copco asymmetric rotor profile designed for the optimum combination of maximised free air delivery for the lowest power consumption

- Extended lifetime
- Precise oil injection for the highest performance at the lowest element temperatures and minimal losses
- Designed for low wear and tear, thanks to the selection of high quality materials



Most efficient transmission and drive system

Full EMC compliant, build-in Y/ Δ starter for minimum transmission losses and smooth starting

- IE3 Efficiency class (50 Hz)
- NEMA EPAct Efficiency (60Hz)
- Gearbox and elastic coupling prevent damage to the motor bearings from axial loads generated by the gas compression forces
- TEFC, IP55 motor enclosure
- Class F insulation, B temperature rise



Connecting to customer needs

The Atlas Copco Elektronikon® compressor control and monitoring system is designed to interface with various communication protocols connecting to your central control or building management system.



Expanding the compressor room is easy using the CAN communication link to connect to any other Atlas Copco equipment in your plant.

Interfacing through Modbus, Profibus or Ethernet/IP

No extra interfaces required

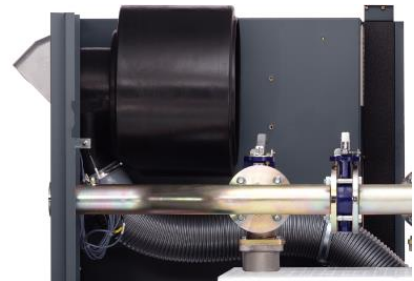
All data is transferred for monitoring purposes

Quality

Heavy duty air inlet filter

To protect the compressor components from wear, a heavy duty air inlet filter is integrated in the package, ensuring

- Two steps of dust removal - premium filtration of particles > 3 micron with an efficiency of 99.9 %
- Long service intervals
- Increased lifetime of internal components



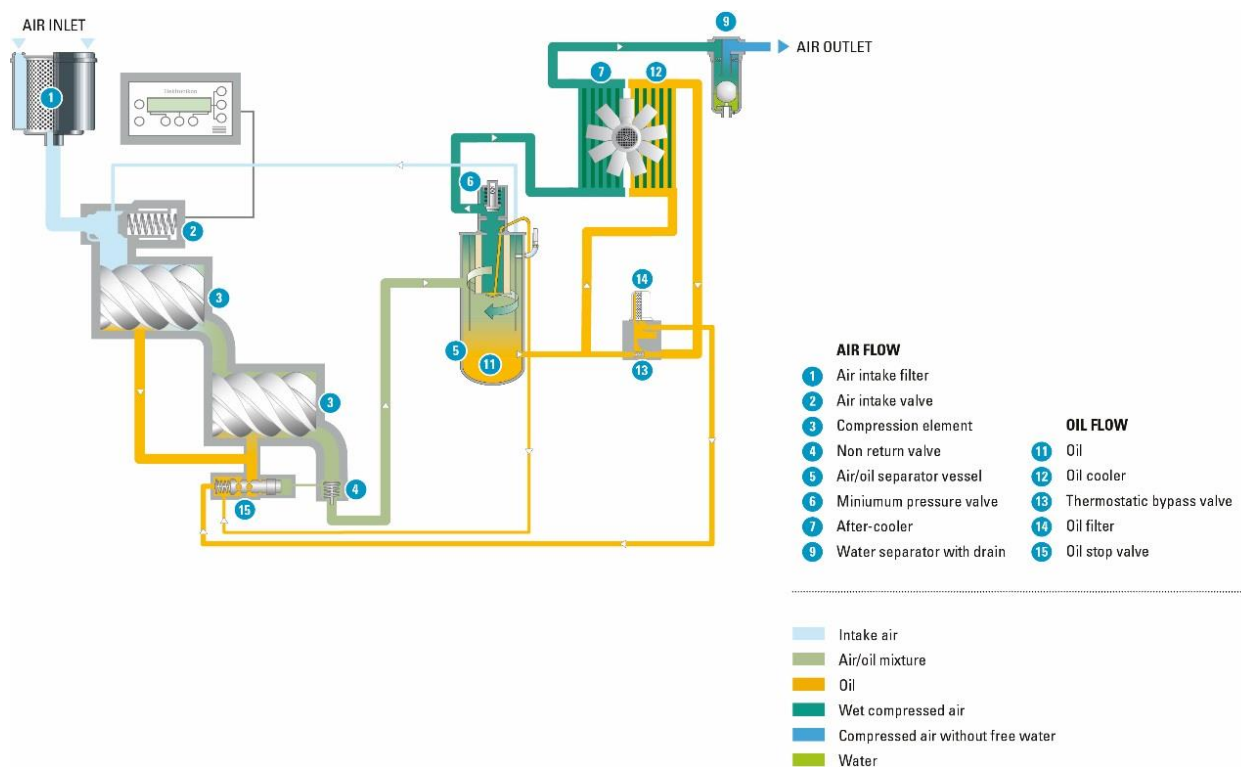
Protecting your production process

The integrated high efficient cooling system with axial cooling fans and air/oil separator ensures a low residual oil content in the, free of liquid condensate, compressed air

- Optimal cooling flow by the high efficient axial cooling fans equipped with optimised fan blades
- No risks for downstream equipment (corrosion due to humidity) by 100 % condensate removal in the integrated water separator
- Aluminium block coolers for optimal temperature regulation in all operating conditions and easily accessible for maintenance



Working principle





The air system

The air is drawn into the compressor through the inlet filter (1) and is compressed in the oil injected rotary screw compression elements (3) via the air intake (load-unload) valve (2).

Lubrication fluid (11) is injected during the compression phase into the air and the air / oil mixture passes through the non-return valves (4) to the oil separator element (5).

The air then passes through a minimum pressure valve (6) and is cooled by an air cooled after cooler (7).

The condensed moisture is removed by a low pressure drop moisture separator and condensate drain (9) and the compressed air is released to the main piping.

The oil system

Lubrication fluid (11) contained in the oil receiver (5) flows under differential pressure to a thermostatic bypass valve (13), air cooled oil cooler (12), high efficiency oil filters (14) and oil stop valve (15) before being injected into the compression elements (3) where it cools, seals and lubricates the compression process.

The high efficiency oil filters (14) provide superior filtration compared to conventional filters resulting in cleaner lubricant. The thermostatic bypass valve (13) ensures that the compressor quickly reaches optimum operating temperature on start-up and maintains temperature during periods of low load by allowing cold lubricant to bypass the oil cooler (12).

Low noise, axial cooling fans provide cooling air to the oil cooler (12) and after cooler (7), ensuring satisfactory running temperatures as well as ventilating the compressor enclosure and electrical control panel.

Standard scope of supply

- Structural base frame with integrated forklift slots
- Sound enclosure for indoor installation
- Heavy duty air inlet filter
- Air intake valve for load-unload control
- High efficient, TEFC (IP55) main drive motor
- State-of-the-art, two stage oil injected rotary screw compressor elements
- Optimal sized gearbox
- Integrated oil circuit with heavy duty oil filters
- Elektronikon® control and monitoring system
- All alarm and safety devices connected to controller
- All piping connections located at convenient locations
- EMC⁽²⁾ compliant, pre-wired control panel with integrated YD starter
- Air cooled oil and air after cooler with low noise, axial cooling fans
- After cooler with integrated water separator for 100% condensate removal
- Air/Oil separator with 3 step separation process for low residual oil content (< 2,5 ppm) in the compressed air
- Integrated safety valve on air/oil separator
- First oil fill included
- Large sized condensate drain
- Remote monitoring and connectivity

(²) EMC = Electro Magnetic Compatibility

What this means for the customer

- Heavy duty cooling module for environments up to 40°C / 104°F
- Ultimate reliability in the most extreme operating conditions, ensuring extended lifetime
- Main drive (TEFC) motor driving the most efficient compressor element
- Powerful efficiency for the lowest energy consumption.
- Resistant to the harshest atmospheric contaminants
- Meticulous selection of parts, no need for special tools, optimal lubricating fluid
- Lowest maintenance costs, easy serviceability long service intervals
- Packaged, silencing enclosure, with all inter-connecting piping and wiring
- Easy and quick installation, commissioning and start up,
- Minimal installation costs.
- Low noise level
- Rigid base frame with integrated forklift slots
- Saving transports costs; facilitating movement by the use of a forklift truck.
- Intelligent control system communicating in your personal language
- The user-friendly, intuitive navigation system will contribute to a low training cost of your operating people
- Tighter pressure control minimizes energy consumption
- Full compliancy with international electrical and mechanical regulations
- Saving on administration costs, minimal local approvals required
- Variety of optional features
- Ability to customize a compressor for particular application requirements

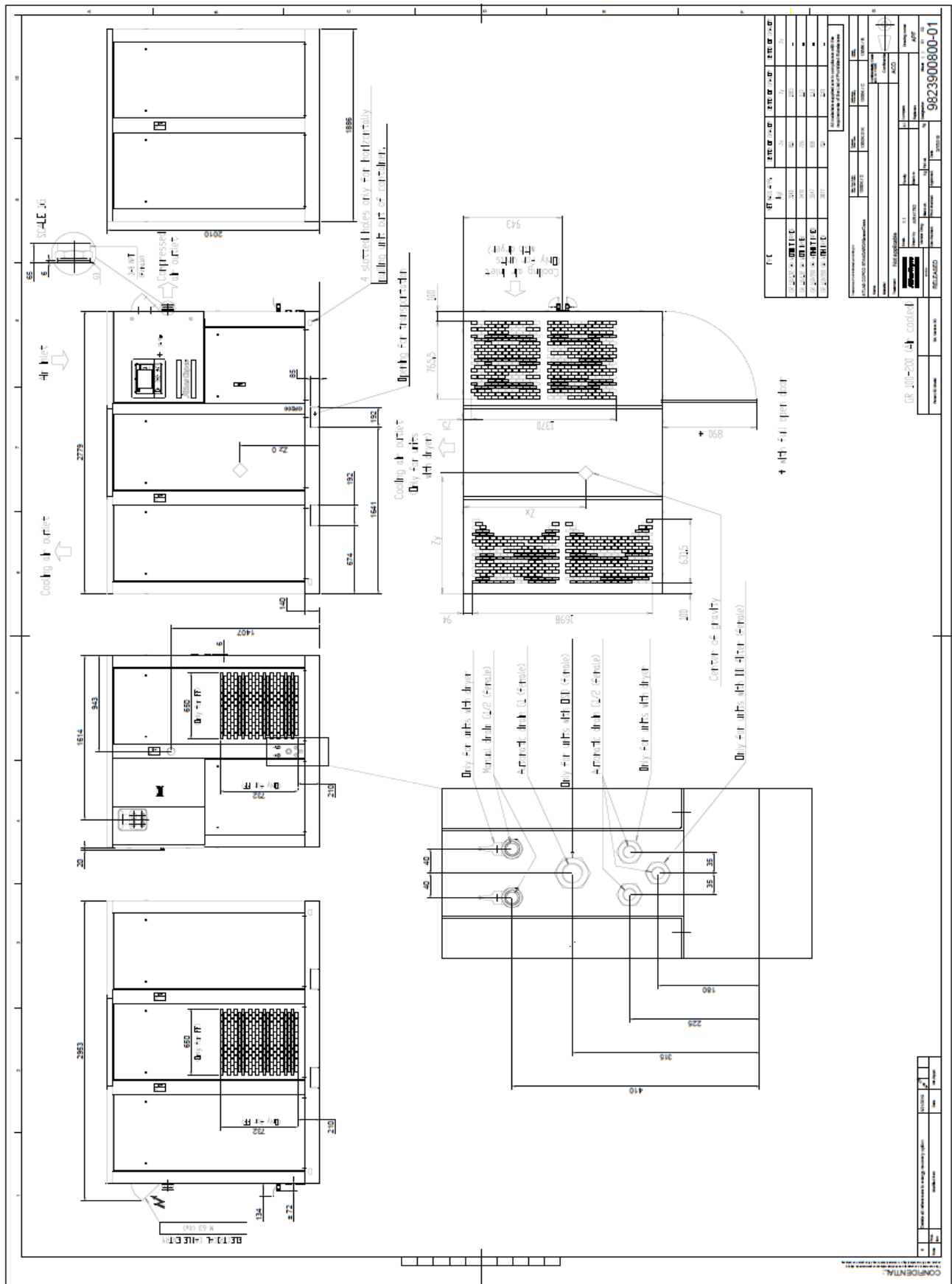
Pricing Summary

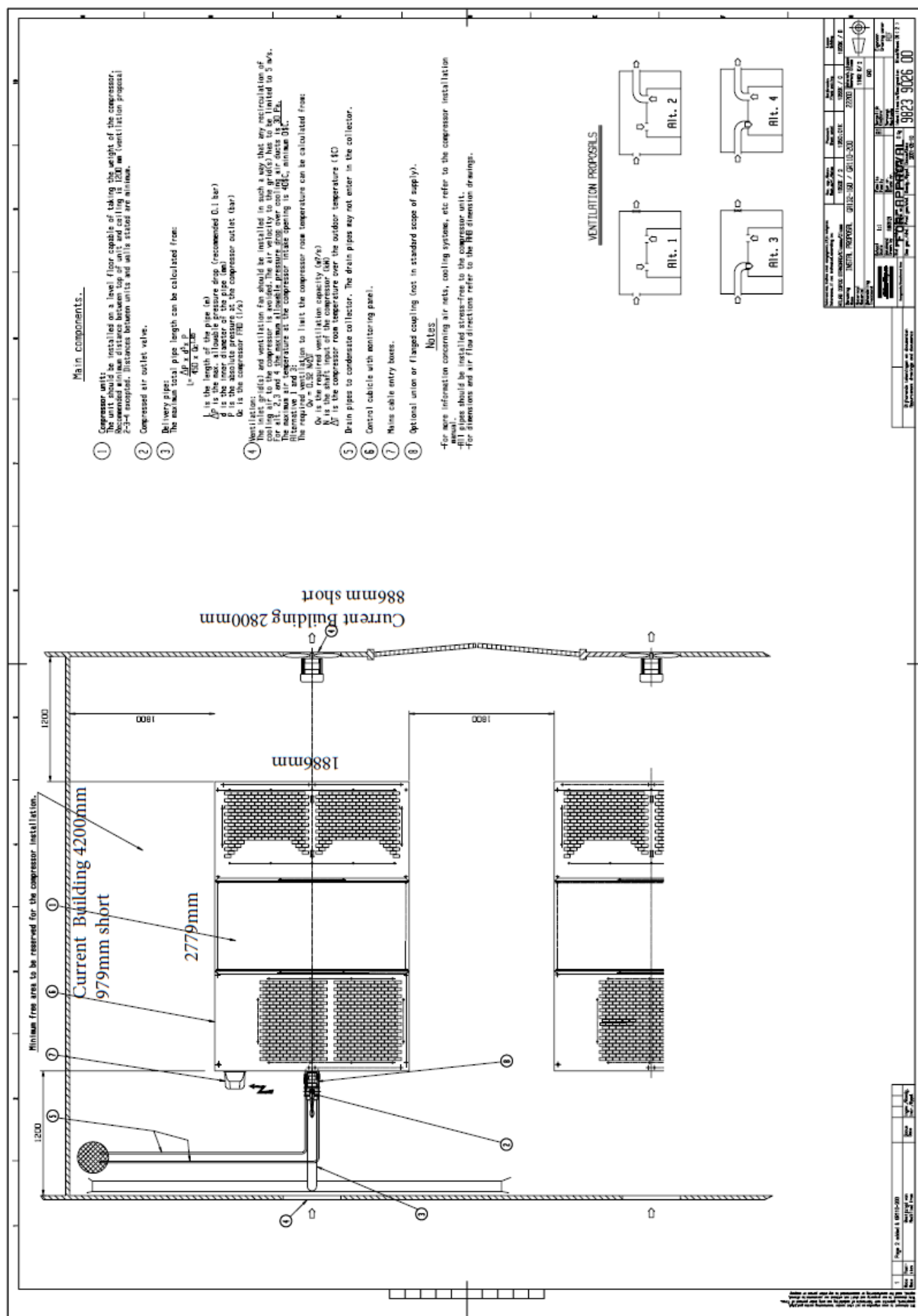
Item	Product Description	Qty	Unit Price (each)	Total Price
1	Atlas Copco GR200P-20 Air cooled Fixed Speed Drive, 2 stage Oil injected screw compressor 383.7l/s FAD* @ 20 barg 400V / 3Ph / 50Hz 75db(a) 2779x 1886x2010mm (LxWxH) 4708kg	1	£ 60,877	£ 60,877
2	(Option) Atlas Copco LV3000-21 vertical Air receiver c/w manual drain, safety relief Vv and pressure gauge. Finish Paint 3000 litre 3000 x 1250mm (HxOD)	1	£11,506	£11,506
3	(Option) Atlas Copco LV3000-21 vertical Air receiver c/w manual drain, safety relief Vv and pressure gauge. Finish Galvanised 3000 litre 3000 x 1250mm (HxOD)	1	£17,309	£17,309
4	Atlas Copco EWD330CHP Auto Level Sensing Drain. 430l/s based on air compressor rating MWP 25barg 240v/1ph/50hz	1	£574	£574
5	DDH+490 High Pressure General Purpose compressed air line filter 490l/s at 20 barg	1	£2,719	£2,719
6	PDH+490 High Pressure High Efficiency compressed air line filter 490l/s at 20 barg	1	£2,719	£2,719
7	Performance Test Certs	1	£978	£978
8	Upgrade Existing Optimizer 4.0 to accommodate additional new GR200 air compressor. Lifetime Licence	1	£4,513	£4,513

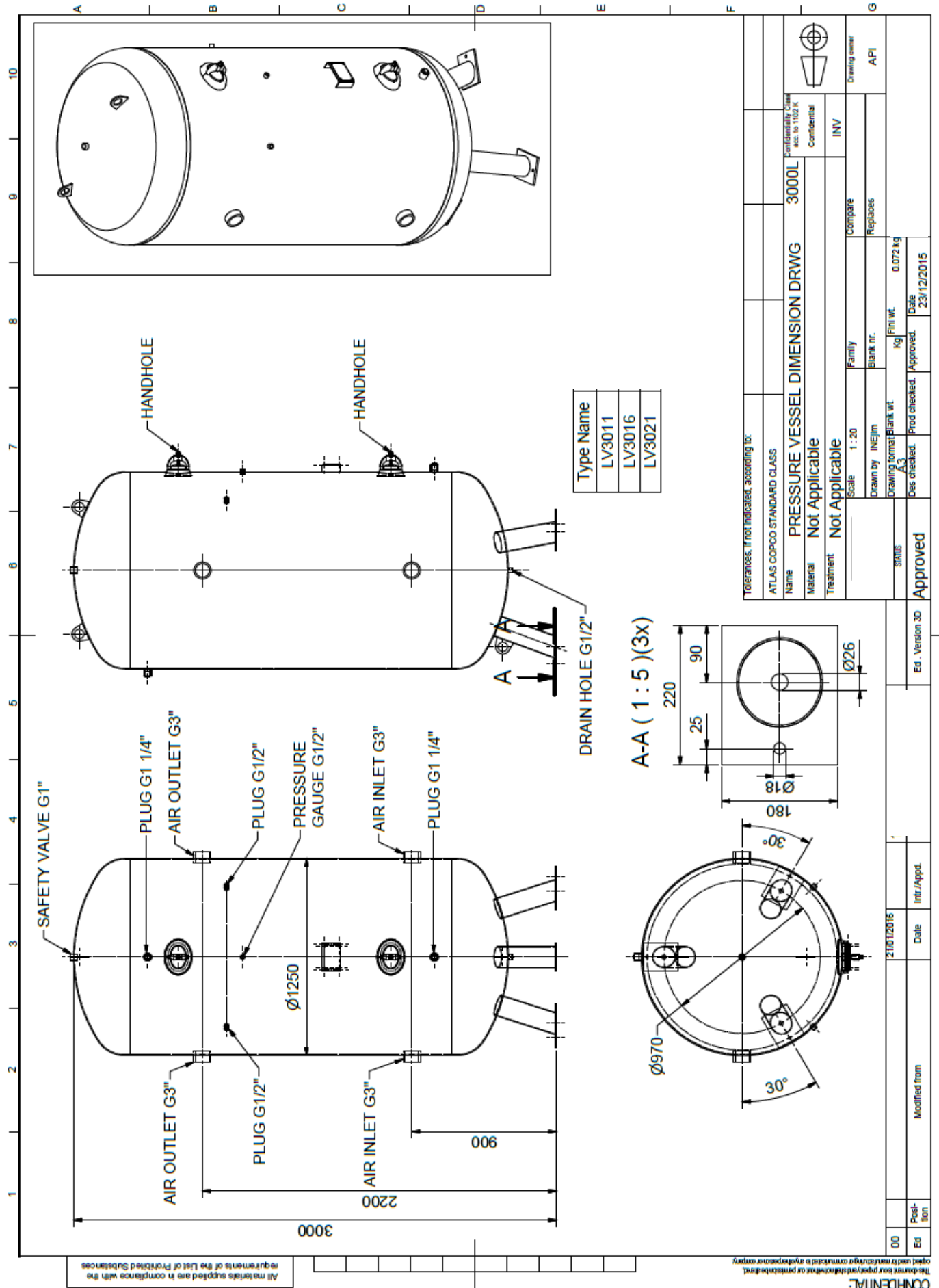
* Figures based on the following inlet reference conditions:
20°C ambient temperature: 1.00 barA inlet pressure: 0% relative humidity

Commissioning & Delivery

Item	Product Description	Qty	Unit Price	Total Price
1	UK Mainland Delivery (exc. offloading and siting)	1	£1,950	£1,950
2	UK Commissioning (Normal Working Hours) inc. Optimizer termination	2	£850	£1,750
3	Offloading, Siting and Mechanical Installation with Offloading. 3" Pipework to be welded 304 Stainless Steel Schedule 40 with PN40 flanges. Excludes ductwork and electrical Installation or connections Includes 100m CAN cable and connection Nodes to the Optimizer 4.0	1	£22,258	£22,258









Commercial Information

Warranty: 12 months from commissioning or 18 months from delivery, whichever occurs sooner. Warranty valid only if equipment commissioned by authorised Atlas Copco agent and serviced in accordance with our requirements using Atlas Copco genuine parts and carried out by an Atlas Copco approved engineer.

Drawings and Documentation

Our price only includes for the following standard Atlas Copco documentation as applicable to the equipment:

One copy each of: -

- Unit Dimension Drawing for standard equipment
- Standard Flow Diagram
- Schematic Wiring Diagram
- Standard Installation Proposal
- Instruction Manual
- Spare Parts Manual

The above will be supplied in digital format delivered with the compressor (USB Memory Stick or CD)

Exclusions:

- Building / Civil Works
- All 3rd Party Inspections and fees
- Witnessing of FAT inspections or tests
- Drawings (other than standard documents above)
- As built drawings
- Electrical Installation (unless detailed)
- Duct work design & installation (unless detailed)
- Offloading and positioning (unless detailed)
- Certification other than that identified in price summary
- Anchor pads and bolts
- Inspection of equipment at factory (unless FAT test has been quoted)
- Weather protection (Standard units are not suitable for outdoor use)
- Commissioning of units outside of UK mainland
- Cooling skids (if not in scope, exclude commissioning, glycol fill)
- Tagging
- Written Scheme of Examination
- Bank guarantee and bonds
- HAZOPS
- Risk assessments and method statements

Payment terms: As current Credit Agreement – 100% invoiced on delivery Payment 30 days

Lead time: Currently at 32-24 working weeks

Commercial Terms: Atlas Copco Terms and Conditions of Sale apply, a copy of which is provided at the rear of this quotation for reference.



SMARTLINK

The Atlas Copco **SMARTLINK** Data Monitoring Programme has three levels of information capture which you can choose to best fit your requirements: *Service, Uptime, Energy*



With **SMARTLINK Service** installed on your compressors, scheduling maintenance visits becomes as simple and easy as it should be; your service log book is always just one click away and your online link with Atlas Copco allows you to request and receive quotes for spare parts or additional services very fast.



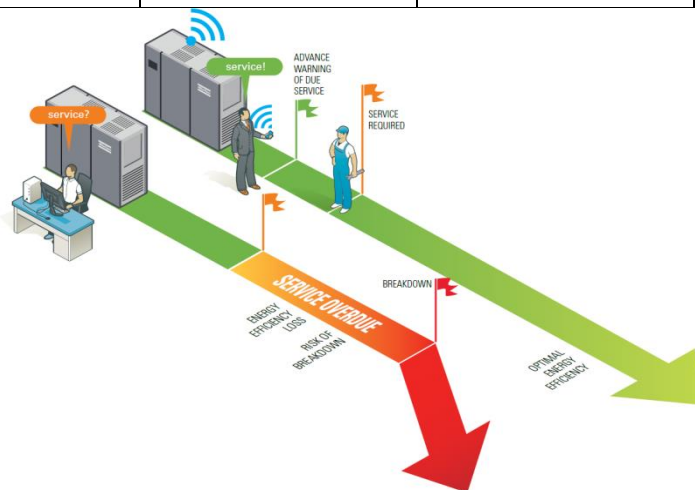
Keep your compressors up and running. By email and/or text, you receive all relevant machine indications (warnings and shutdowns) in advance. Based on this information, you can then take all necessary measures to avoid the risk of a breakdown.



Safeguard the performance of your equipment. With **SMARTLINK Energy**, Atlas Copco enables you to continuously monitor the energy efficiency of your compressor room. You decide on the performance indicators, you define the benchmarks. **SMARTLINK** analyses and reports. You can make accurate improvements as and when required. The results can be used for energy monitoring as part of ISO50001.

Product Features

Features	SMARTLINK Service	SMARTLINK Uptime	SMARTLINK Energy
Website view of equipment service information	X	X	X
Monthly service overview email	X	X	X
Website service logging tool	X	X	X
Quote request via website	X	X	X
Web portal event overview of last month	Service and failure events	Service, failure and warning events	Service, failure and warning events
SMS/email event notification		X	X
Trend graph – status bar			X
Dashboards & Reports	Service and Events	Service, Events and Availability	Service, Events, Availability, Usage, Central control, Volume and Efficiency



Sustainable Productivity

Atlas Copco Service Plans

	Total Responsibility	Extended Warranty +	Preventive Maintenance
			
 All Parts and lubrications included for service plan	✓	✓	✓
 All labour included for planned service	✓	✓	✓
 Atlas Copco take responsibility for pre-arranged service visits	✓	✓	✓
 Fixed Price for duration of the agreement	✓	✓	✓
 SMARTLINK Uptime/Energy*	✓	✓	✓
 After hours call out number**	✓	✓	✓
 After hours call out costs covered	✓	✓	-
 Unlimited Breakdown cover	✓	✓	-
 Breakdown costs cover (Labour & parts)	✓	✓	-
 Guaranteed 24 hour breakdown response	✓	✓	-
 Service Report after visit	✓	✓	✓
 Environmental Waste Removal	✓	✓	✓
 2 Month agreement renewal notification	✓	✓	✓
 Unforeseen service requirements completed	✓	✓	-
 Overhaul included if applicable	✓	-	-

*Should it be applicable **Priority planning on Total Responsibility agreements

Nationwide we have a team of over seventy Atlas Copco trained service engineers, with a wide-ranging knowledge of the compressed air energy, capable of working on both Atlas Copco and other compressor equipment. We can offer a variety of service plan schemes designed to keep your equipment operating at maximum efficiency 365 days a year, anywhere in the country.

Atlas Copco also provides a full range of genuine spare parts at highly competitive prices. Direct production links to our head office production facility ensures a parts supply to meet the most demanding needs of any service agreement.



Current issue date: 2 September 2020
Expiry date: 31 December 2022
Certificate identity number: 10294934

Original approval(s):
ISO 14001 - 1 January 2005
ISO 45001 - 11 September 2007
ISO 9001 - 9 December 2002

Certificate of Approval

This is to certify that the Management System of:

Atlas Copco Ltd.

Swallowdale Lane, Hemel Hempstead, Hertfordshire, HP2 7EA, United Kingdom

has been approved by Lloyd's Register to the following standards:

ISO 14001:2015, ISO 45001:2018, ISO 9001:2015

Approval number(s): ISO 14001 – 0019527-773, ISO 45001 – 0019525-185, ISO 9001 – 00014256-700

This certificate forms part of the approval identified by approval number: 0019527/ 0019525/ 0019526

The scope of this approval is applicable to:

ISO 14001:2015

The design, manufacture, service, maintenance and repair of portable and installed air compressors and associated equipment.

ISO 45001:2018

The design, manufacture, service, maintenance and repair of portable and installed air compressors and associated equipment.

ISO 9001:2015

The design, manufacture, service, maintenance and repair of portable and installed air compressors and associated equipment.



Paul Graaf

Area Operations Manager North Europe

Issued by: Lloyd's Register EMEA

for and on behalf of: Lloyd's Register Quality Assurance Limited



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Terms and Conditions

Introduction

These conditions shall form part of every contract of sale entered into by Atlas Copco Compressors, Atlas Copco Construction & Mining or Atlas Copco Tools ("Atlas Copco") and any purported variation or exclusion (whether contained in any document of the buyer or otherwise) shall be of no effect unless accepted in writing by Atlas Copco.

Formation of Contract

- (a) An order whether or not based upon a quotation shall not be binding on Atlas Copco unless accepted by it in writing.
- (b) Any representations or warranties made or given by anyone on Atlas Copco's behalf prior to its acceptance of an order and not contained in Atlas Copco's written quotation or order acknowledgement are hereby expressly excluded.
- (c) Only such goods as are specified in Atlas Copco's order acknowledgement are included in the scope of the contract.
- (d) The buyer shall be responsible for ascertaining whether the capacity and performance of the goods are sufficient and suitable for its purpose.
- (e) Atlas Copco shall not be obliged to alter the performance or features of the goods following its acceptance of the buyer's order unless, at its absolute discretion, it agrees in writing to do so and subject to the payment by the buyer of an extra charge.

Specifications

All drawings, descriptive matter, weights, dimensions and specifications supplied by Atlas Copco are approximate only unless otherwise stated and all descriptions and illustrations contained in Atlas Copco's catalogues, price lists and advertising matter are by way of general description, are approximate only, and in no way are binding on Atlas Copco. Atlas Copco will supply a set of certified outline drawings after conclusion of the contract and on request of the buyer if separately contracted so to do.

Tests

Atlas Copco's products are carefully inspected, and where practicable, submitted to Atlas Copco's standard tests at Atlas Copco's works before despatch. If a special test in the presence of the buyer or his representative is required, this will be charged for, and in the event of the buyer failing to attend such test within seven days of Atlas Copco giving it notice that the test is ready for performance, the test will proceed in the buyer's absence. Unless otherwise agreed all tests will be carried out at Atlas Copco's works.

Prices

- (a) All prices quoted by Atlas Copco are exclusive of carriage and packing costs and exclusive of VAT, unless otherwise stated.
- (b) Where an order is placed and accepted for goods differing in size, quality, quantity or in any other way from the goods specified in Atlas Copco's quotation, an additional charge may be made.
- (c) Atlas Copco's prices are subject to alteration without notice and, unless otherwise agreed in writing, goods will be sold at the prices applicable at the date of despatch.

Payment

- (a) Unless otherwise agreed in writing, prices quoted are strictly net and payment shall be made within 30 days from the date of invoice.
- (b) In the event of any delay in payment Atlas Copco shall be entitled to charge interest on any outstanding balance at the rate of 2% per calendar month or part thereof. During such period of default and at any other time when the buyer shall be in breach of the terms of the contract or Atlas Copco shall have reasonable grounds for doubting that payment will be made on the due date, Atlas Copco shall be entitled to withhold deliveries without prejudice to its right to payment for goods delivered and for work undertaken and expenses incurred in connection with undelivered goods which shall become immediately due and payable on demand.

Delivery

- (a) Unless otherwise agreed, the goods shall be sold ex-works and the place for delivery shall be Atlas Copco's premises.
- (b) Atlas Copco shall endeavour to deliver the goods within the time stated or by the agreed delivery date, but shall not be liable for late delivery unless it shall have given the buyer a delivery guarantee which contains an agreed payment by way of liquidated damages for late delivery. In the event of late delivery, Atlas Copco shall have no liability except for payment of such liquidated damages and delay in delivery shall in no case entitle the buyer to cancel the order unless such cancellation is agreed by Atlas Copco in writing.
- (c) If the buyer shall fail to give Atlas Copco proper delivery or transportation instructions when required or to accept delivery of the goods when tendered in accordance with the terms of the contract, the buyer shall be liable for all storage and other costs incurred by Atlas Copco as the result of such failure which shall be immediately due and payable on demand, but such liability shall not affect the buyer's obligation to purchase the goods and the right of Atlas Copco to damages for breach of such obligation.
- (d) In the event that the goods are delivered at a time and place agreed with the buyer but no representative of the buyer is present when the goods are so delivered Atlas Copco reserves the right to deposit such goods at the specified place and shall have no liability in respect of loss or damage resulting therefrom.

Damage in Transit

- (a) Atlas Copco shall have no liability in respect of goods lost or damaged in transit unless such loss or damage shall occur prior to delivery and
 - (i) in the case of a whole consignment failing to arrive, the buyer gives notice in writing to Atlas Copco within 14 days of receipt of Atlas Copco's invoice or despatch note, or
 - (ii) in any other case, the buyer gives notice in writing to Atlas Copco within seven days of the receipt of the goods or such longer period as may be stated in the contract.
- (b) Subject to paragraph (a), Atlas Copco's liability in respect of goods lost in transit shall be limited to replacing such goods and its liability in respect of goods damaged in transit shall be determined in accordance with clauses 9 and 11.

Acceptance

- (a) The buyer shall not be entitled to reject the goods unless:
- (i) within 14 days after delivery or such longer period as may be stated in the contract, the buyer shall have given notice, in writing, to Atlas Copco that the goods are defective,
 - (ii) the buyer shall have provided Atlas Copco with such access to the goods as it requires and Atlas Copco shall have failed to remedy the defect within 14 days after receipt of the buyer's notice or such longer period as may be stated in the contract,
 - (iii) the defect materially affects the performance of the goods, and
 - (iv) the defect is covered by Atlas Copco's guarantee in clause 11.
- (b) In the event of the buyer rejecting the goods, Atlas Copco shall have no liability to the buyer except for payment of any liquidated damages agreed in the contract terms and the return of any payments made by the buyer to Atlas Copco in respect of the purchase of the goods.

Title and Risk

- (a) Title to the goods shall remain in Atlas Copco until payment in full is made by the buyer for all sums due from it to Atlas Copco on any account whatsoever.
- (b) Paragraph (a) of this clause shall not prevent the buyer from embodying the goods in any product so long as they remain identifiable or from selling the goods or any product embodying the goods but, in the event of such sale (to the extent of the buyer's indebtedness to Atlas Copco in respect of the goods) the buyer:
- (i) shall hold the proceeds of sale or the right to receive the same on trust for Atlas Copco,
 - (ii) shall place the proceeds of sale in a separate account of the buyer in such a way as to be identifiable as in the beneficial ownership of Atlas Copco, and
 - (iii) at Atlas Copco's request, shall assign the right to receive the proceeds of sale to Atlas Copco.
- (c) In the event of the buyer suffering any distress or execution to be levied against him or entering into any arrangement with its creditors or (being an individual) becoming subject to the bankruptcy laws or (being a company) entering into liquidation otherwise than for the purposes of amalgamation or reconstruction or having a receiver appointed of the whole or any part of its assets, Atlas Copco without prejudice to its other rights under these conditions shall be entitled to enter upon any land or premises where the goods or any product embodying the goods may be for the time being, to detach the goods if so embodied and to recover possession of them.
- (d) The risk in the goods shall pass to the buyer on delivery.

Guarantee and Limitation of Liability

- (a) The provisions of this clause shall apply except insofar as any statute or regulation shall provide to the contrary and shall not affect the statutory rights of any consumer.
- (b) Subject to clauses 8(a) and 9, Atlas Copco shall, at its option, repair, replace or credit the buyer with the whole or a due proportion of the purchase price of any goods supplied to it by Atlas Copco in respect of which any defect shall arise due to faulty materials or workmanship, provided that:
- (i) the defect becomes apparent within 12 months from the date of delivery,
 - (ii) the buyer gives notice of the defect to Atlas Copco in writing within 14 days after the defect becomes apparent,
 - (iii) the defect is not attributable to misuse, failure to comply with Atlas Copco's instructions regarding storage, operation or maintenance, damage caused by any factors beyond Atlas Copco's control, or fair wear and tear,
 - (iv) the goods have not been repaired or altered without Atlas Copco's written approval, and
 - (v) the buyer provides Atlas Copco with such access to the goods as it requires or, at Atlas Copco's request, returns the goods to Atlas Copco for inspection.
- (c) Atlas Copco shall have no liability to the buyer for any information or advice given to the buyer in connection with the goods, unless confirmed in the contract.
- (d) Except as provided in clauses 8, 9 and 11, Atlas Copco shall have no liability to the buyer in respect of any defect in the goods, and all conditions and warranties, whether express or implied, as to the quality of the goods, their fitness for any particular purpose, or their design, manufacture, materials, components, specification and performance are excluded. Further, Atlas Copco shall have no liability for any loss of production, loss of profit, loss of use, loss of contracts or any other consequential, economic or indirect loss whatsoever suffered by the buyer as a result of any defect in the goods.
- (e) Atlas shall have no liability to any third party for any injury, damage or loss caused directly or indirectly by the goods, whether as a result of their operation or use or otherwise and whether as a result of any defect therein or otherwise, and the buyer shall indemnify Atlas Copco against any claim arising from any such injury, damage or loss.

Returns

Returns of goods not suffering from defects will only be accepted by Atlas Copco from the buyer with the prior agreement of Atlas Copco in writing. All items which are accepted as returns will be subject to a handling charge, and must be forwarded to Atlas Copco's head office in Hemel Hempstead at the buyer's expense.

Arbitration

Any dispute between the parties hereto shall be determined in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof by a single arbitrator to be agreed upon between the parties or failing agreement to be appointed by the President for the time being of the Institution of Mechanical Engineers.

Force Majeure

Notwithstanding the provisions of any other term of the contract, a party shall not be regarded as in breach thereof to the extent that such party is prevented from or hindered in fulfilling its obligations by any circumstances outside its reasonable control (including strikes, lockouts, shortages of materials, delays in transportation or governmental regulations) provided that such party shall have given written notice to the other party of such circumstances within a reasonable time after learning of them. If such circumstances shall continue to prevent or hinder the performance of the contract by such party for more than three months then the other party may by written notice terminate the contract with regard to the unperformed portion thereof.

Legal Construction

The contract shall in all respects be governed by and construed in accordance with English Law.