



# CUSTOMISED SOLUTIONS WORLDWIDE

**BENTELER**   
Distribution



## INTRODUCTION

Benteler Distribution Limited is a leading carbon steel tube stockholder and processor in the UK. Believing that service and customer satisfaction are of ultimate importance to our customers we have over the past three years invested well over £1m in new warehousing handling facilities and cutting equipment. Although we are one of the largest stockholders and processors of carbon steel tubes in the UK we continue to invest not only in plant and equipment but also in personnel.

## BENTELER

We are a wholly owned subsidiary of Benteler, which has four divisions: Automotive Components, machinery for automotive sector, steel tube manufacturing and the division we are in, distribution. The Benteler Group produces and distributes 920,000 tons of steel tube per annum. Employing 22,940 people worldwide and with a £5 Billion turnover the Benteler Group is a world class company.

## STOCKHOLDING

Our stocks are the most comprehensive in the UK, with further backup from our continental warehouses. Our range includes Hot Finished Seamless (HFS) tubes up to 26" OD and heavy walled mechanical tubes for machining. We specialise in precision tubes in sizes from 4mm – 260 mm OD and lead the field in the supply of Hydraulic line, Boiler tubes and Electric Resistance Welded (ERW) tubes for roller conveyors and ERW semi bright tubes complete the range. Stainless steel for many applications is also available from stock.

## COMPANY PROFILE

## PRODUCT DEVELOPMENT

Innovation is a key factor in our success. By understanding the needs of our customers, we have developed our own Cold Finished Seamless (CFS) standard which, whilst conforming to British Standards, has better tolerances, and can be supplied in an unparalleled range of sizes.

We are exclusive distributors of Zista 07<sup>®</sup> (Zinc plated) and Spezial 07<sup>®</sup> tubes suitable for the Automotive, Refrigeration and Household Appliance Industries. In addition our own brand of Hollow Bar PTG 470<sup>®</sup> has been developed for improved machining, offering faster cutting speeds, increased tool life and low material loss.



## MORE THAN JUST A STOCKHOLDER...

The demand from customers for additional services especially multi-cutting, deburring (including 100% length inspection inline) and washing facilities has lead to an impressive range of equipment being installed in our warehouses. We supply millions of cuts per annum to a wide variety of markets and all orders are supplied in accordance to our ISO-9001 registration. We work closely with our customers to provide the right solution for any tube requirement.

## LOGISTICS

We have strategically placed warehousing and sales offices throughout the UK all using our own fleet of lorries, and with overnight trunking, stocks are available across the UK within 24 hours.



## OUR MISSION

- To ensure customers come to us because we offer:  
Excellent service.  
Good value.
- Strive to perform better in all key areas of the business, by analysis and continuous improvement.
- Integrating processes with customers to ensure we are their first choice supplier.
- To continue our programme of Training, Development and involvement of staff, to achieve group goals.
- Achieve the above profitably, to the benefit of all stakeholders.

## PRODUCT RANGE

### Cold Finished Seamless (Hydraulic and Pneumatic)

BS3602/1987 TC2 CFS 360 NBK with dimensions in accordance with DIN 2391/C steel in accordance with DIN 1630 ST37.4NBK and BS6323 PT4 CFS3 NBK. For higher duty applications stocks are also available in ST52.4 quality.

Size Range: 4mm-80mm od (3/16" - 2.75" od)

### Cold Finished Seamless (Mechanical)

E235\_C\_10305-1 ( BS 6323 pt 4 CFS3BK)

A complete range of CFS tubes in stock. Call us to discuss any special requirements

Size Range: 3mm - 260mm od (3/16" - 10" od)

### Cold Finished Seamless - PTG 700® (High Tensile)

Specifically designed for the production of wheel chairs allowing a thinner tube to be used - also suitable for many other applications ie Motor Sport.

### Hot Finished Seamless

A complete range of HFS tubes for mechanical and pressure applications.

Size Range: 10.2 - 660mm od (13/32" - 26" od)

### Electric Resistance Welded (square and round)

Size Range: ERW 1KM - Round: 1/2" - 4" od

Square & Rectangular: 1/2" X 1/2" square outside 3" x 1" rectangular

DIN 2458: 21.3 - 273mm od

### Boiler Tubes

Stock Specification - BS3059 pt.1 Gr320 in ERW and HFS

Stock Range: 38.1 - 101.6mm od (1 1/2" - 4" od)

A full range (12.7 - 168.3mm od) of tubes for the POWER GENERATION INDUSTRY according to BS3059 and DIN 17175 are available on short deliveries.

### Hollow Bar - PTG 470®

Benteler have developed our own brand of hollow bar for improved machining which offers faster cutting speeds and increased tool life.

Size Range: 32 - 250mm od

### Line Pipe

ASTM A106 Grade B, API 5L Grade B, API 5L X52N - mod

Size Range: 1/8" x sch 40 - 24" sch 160

### Spezial 07® / Zista 07®

For the automotive, refrigeration and household appliance industries - ideally suitable for fuel lines, heating elements and various specialised tube conduit systems.

Size Range: 4 - 12mm od

### Stainless Tubes

Full range available for automotive, construction, decorative, hydraulic, mechanical, sanitary and power-generation projects.

## LEADING TUBE SUPPLIERS TO

- Mechanical Engineering
- Automotive
- Power-Gen
- Ship Building
- Health Care

## PRODUCTS

- CFS Mechanical
- CFS Hydraulic and pneumatic lines
- PTG 700®
- HFS Hollomek, St52 / Din1629
- Hollow Bar PTG 470®
- Line Pipe ASTM & API
- ERW Square & Rectangular
- Boiler Tube BS3059
- Stainless Steel
- Zista 07® (Zinc plated) and Spezial 07®

## SERVICES

- Cutting
- Deburring
- Washing
- Machining
- Swelling

### South - Midlands

Armstrong Road  
Daneshill Industrial Estate  
Basingstoke  
Hampshire  
RG24 8NU

### North

New Progress Works  
Crompton Way  
Bolton  
Lancashire  
BL1 8TY

### Scotland

Unit 3, Abbots Road  
Middlefield Industrial Estate  
Falkirk  
FK2 9HQ

### West Bromwich

Unit 4, Delta Point  
Greets Green Road  
West Bromwich  
B70 9PL

Sales@perchcourt.co.uk  
Tel 0845 330 6729 Fax 0845 330 6734

Automotive@benteler-distribution.co.uk  
Tel 0845 330 6730 Fax 0845 330 6735

Hydraulics@benteler-distribution.co.uk  
Tel 0845 671 8256 Fax 0845 671 8257

Tel 0845 330 6727 Fax 0845 330 6728

sales@benteler-distribution.co.uk

www.benteler-distribution.co.uk

### COMPANY DETAILS

	Company Name	Parent Company
	<b>Benteler Distribution Limited</b>	<b>Benteler Distribution International GmbH</b>
Registered Office & Accounts:	New Progress Works Crompton Way Bolton BL1 8TY	An der Gumpgesbrucke 19 D-41564 Kaarst Germany
Telephone	01204 309117	+49 21 31 29 89-0
Fax	01204 307600	+49 21 31 29 89-111
e-mail	sales@benteler-distribution.co.uk	info@benteler-distribution.com
Website	www.benteler-distribution.co.uk	www.benteler-distribution.com
Company reg'n no.	456349	
VAT reg no.	GB633 8280 35	

Branch Details	North	South / Midlands	Scotland	West Bromwich
	New Progress Works Crompton Way Bolton BL1 8TY	Armstrong Road Daneshill Ind Est Basingstoke RG24 8NU	Unit 3, Abbots Court Middlefield Ind Est Falkirk FK2 9HQ	Unit 4, Delta Point Greets Green Road West Bromwich B70 9PL
Telephone	01204 301611	01256 811121	01324 636727	
Fax	01204 306907	01256 842310	01324 639865	
e-mail	north@ benteler-distribution.co.uk	south@ benteler-distribution.co.uk midlands@ benteler-distribution.co.uk	scotland@ benteler-distribution.co.uk	

West Bromwich Contacts			
	Stainless	Automotive	Hydraulics
Telephone	0845 330 6729	0845 330 6730	0845 671 8256
Fax	0845 330 6734	0845 330 6735	0845 671 8257
e-mail	sales@perchcourt.co.uk	automotive@benteler-distribution.co.uk	hydraulics@benteler-distribution.co.uk

Contacts - Regional	North	South / Midlands	Scotland	West Bromwich
Production / Operations	J. Waring	G. Wilton	C. Knox	K. Rammell
Quality	G. Hatchman	P. Hoskins	C. Knox	R. Thomas
Safety, Health + Environment	G. Hatchman	P. Hoskins	C. Knox	R. Thomas
Regional Sales Manager	G. Rafferty	R. Hughes	C. Knox	J. Busby (Stainless)
Credit Control	A. Heys	D. Smith	A. Heys	D. Smith

Contacts - Group	
Directors	S. Storer (Managing), R. Heath (Sales & Marketing), W Johnson (Finance)
Purchasing Manager	D. Skrastins (Cold Finished), R. Higginbottom (Hot Finished), R. Thomas (Stainless)
Quality	C. Knox
Safety, Health + Environment	J. Waring
Production / Operations	J. Waring
Industry Sales Manager	G. Rafferty (Mechanical Engineering), M. Keenan (Hydraulic Cylinders), P. Pearson (Automotive), J. Busby (Stainless) R. Hughes (Construction, Furniture & Healthcare), C. Knox (Energy)

### Accreditation - Quality

Standard	ISO 9001:2008	Certification Body	TUV SUD Management Service GmbH
Registration No.	12 100 39901 TMS	Expiry Date	26th December 2013
Scope of Business	Stockholding and supply of carbon, alloy and stainless tube, bar, sections and ancillary fittings to a variety of specifications with or without batch traceability. Additional processing in the form of cutting to length, deburring and washing is also available.		
Note:	Our new Delta Point operation is not currently included, but are working to the same procedures and process controls, We aim to include them in our group accreditation at the earliest opportunity.		

### Accreditation - Health & Safety

Standard	ISO 18001
Note	We operate to our own internal procedures that are in general designed around the principals of above standard but not accredited to it by any external body.

### Accreditation - Environmental

Standard	ISO 14001
Note	We operate to our own internal procedures that are in general designed around the principals of above standard but not accredited to it by any external body.

## ENVIRONMENTAL POLICY

### 1. STATEMENT

Environmental Policy (last reviewed 07.04.09)

#### 1. Statement

Benteler Distribution Limited is a professional and environmentally conscious organisation, which acknowledges the impact that our operations may potentially have on the environment. The clear objective of Benteler Distribution Limited is to minimise any impact on the environment by:

- Preventing pollution, reducing waste and ensuring, wherever practicable, that measures are implemented to protect and preserve natural habitats, flora and fauna
- Considering the effects that our operations may have on the local community
- Taking action to eliminate or reduce, as far as practicable, any potentially adverse environmental impacts
- Promoting environmental awareness amongst our suppliers, contractors and partners by implementation of operational procedures
- Seeking to work in partnership with the community by behaving in a considerate and socially responsible manner
- Ensuring effective and expedient incident control, investigation and reporting.

Managerial and supervisory staff have responsibilities for the implementation of the policy and must ensure that environmental issues are given adequate consideration in the planning and day-to-day supervision of all work.

Benteler Distribution Limited will fully comply with the duties placed upon it within the requirements of legislation, whilst at all times complying with, as a matter of best practice, the requirements and duties set out within Approved Guidance as issued by the Environment Agency and other organisations. As part of the company's commitment to maintaining the highest levels of environmental management, it is the intention that the company will work towards environmental management systems compliant with ISO14001.

All employees and sub-contractors are expected to co-operate and assist in the implementation of this policy, whilst ensuring that their own works, so far as is reasonably practicable, are carried out without risk to themselves, others or the environment. This includes co-operating with management on any environment related matter.

Benteler Distribution Limited will take all practical steps to ensure that potential hazards and risks to the environment are identified and that suitable and effective preventive and control measures are implemented. All employees will be provided with the necessary resources, equipment, information, instruction and training to fulfill the requirements of this policy.

The directors have overall responsibility for all environmental matters. The operation of this policy and the associated procedures will be monitored and reviewed on a regular basis to ensure that they remain current and applicable to the company's activities. This policy has been endorsed by the board of directors which gives its full support to its implementation.

# COMPANY HEALTH, SAFETY & ENVIRONMENTAL POLICY

## 1. STATEMENT OF GENERAL POLICY

The company is committed to the provision of Health, Safety & Environmental measures in all aspects of its activities and recognises the importance of bringing this policy to the attention of its employees.

The Managing Director affirms that it is the policy of the company to do all that is reasonably practicable to ensure the Health, Safety and Welfare of all employees, contractors and visitors to the company premises within the Group.

In particular the company recognises its responsibility to: -

- Provide and maintain safe and healthy working conditions; and to review and revise this policy as necessary at regular intervals.
- Provide information, instruction and supervision for employees.
- Provide adequate control of the health and safety risks arising from work activities.
- Consult with our employees on matters affecting their health and safety.
- Provide and maintain safe plant and equipment.
- Ensure safe handling and use of substances.
- Ensure all employees are competent to do their tasks, and to give them adequate training.
- Prevent accidents and cases of work – related ill health.
- Provide and insist upon the wearing of protective equipment when appropriate.
- Co-operate with all enforcing authorities.

## 2. RESPONSIBILITIES

Overall and final responsibility for Health, Safety and Environmental is that of the Managing Director.

Day-to-day responsibility for ensuring this policy is put in to practice is delegated to The Managers of each department.

To ensure health and safety standards are maintained/improved, the following people have responsibility in the following areas.

Purchasing manager  
Sales managers  
IT manager  
Operations managers  
Transport manager  
Supervisors.

Responsibilities of Employees.

In recognising the joint nature of the task of reaching and maintaining a high standard of safety and health, the company reminds its employees that they are responsible for their own behaviour to ensure they do not add to the dangers of others.

They must, therefore, adhere to all rules and regulations for safe working and report to their supervisor any hazard, which they themselves cannot correct.

The Act under section 7 and 8 of the Health and Safety at Work Act places a specific duty and responsibility on every employee to: -

- a) Take reasonable care of the health and safety of themselves and other persons who may be affected by their acts or omissions at work.
- b) As regards any duty imposed on the employer, to co-operate with them so far as is necessary to enable that duty to be performed.
- c) Refrain from intentionally or recklessly interfering with or misusing anything provided by the company in the interests of health and safety or welfare.

All employees are reminded that they may be personally prosecuted for breaches of their statutory duties under the Act. Any action so arising will be without prejudice to any further action the company may take.

Any employee involved in an accident or dangerous occurrence is requested to ensure that the facts are reported to their immediate supervisor.

Whilst employees of the company may at times be expected as part of their duties to visit companies to carry out their work, they must comply with any request by their host concerning their health and safety and in particular the wearing of protective equipment where required.

The company requires every employee to co-operate in the implementation and development of this policy and in creating and maintaining a safe and healthy working environment from which all will benefit.

All members of management and supervisory staff have specific responsibilities for health, safety and welfare matters within their area. Such employees must ensure that their responsibilities are adequately delegated in their absence.

All employees must at all times obey the notices displayed on company premises for their health and safety. The safe working load displayed on any lifting machinery or equipment must not be exceeded and all material to be lifted or moved mechanically must be properly secured and balanced before it is moved.

## 3. ARRANGEMENTS

Risk assessments are undertaken by departmental managers and employees in the relative work area.

The findings of the risk assessment are reported to the relative management committee member.

Action required to remove/control the risk is approved by Executive Directors.

Departmental manager is responsible for ensuring the action required is implemented.

Group health and safety manager to check risk assessments to ensure action has been implemented

Group health and safety manager reviews assessments every 12 months, departmental managers review if job/task changes.

## 4. CONSULTATION

Monthly team meeting to discuss health and safety issues throughout the group.

Consultation with employees is provided by a management committee member.

## 5. EQUIPMENT

Supervisor's are responsible for identifying all equipment/plant needing maintenance.  
Operations Manager's are responsible for ensuring effective maintenance procedures are drawn up.  
Operations Manager's are responsible for ensuring that all identified maintenance is implemented.  
Any problems found with plant/equipment should be reported to the Operations Manager's.  
Group Health & Safety manager to check all new plant and equipment to ensure it meets health and safety standards before it is purchased.

## 6. SUBSTANCES HAZARDOUS TO HEALTH

Operations Manager's are responsible for identifying all substances which need a COSHH assessment.  
Operations Manager's are responsible for undertaking COSHH assessments.  
Operations Manager's/Supervisor's are responsible for ensuring that all actions identified in the assessments are implemented.  
Operations Manager's are responsible for ensuring that all relevant employees are informed about the COSHH assessments.  
Operations Manager's are to ensure new substances can be safely used before they are purchased.  
Assessments are reviewed every 12 months by Operations Manager's or when work activity changes, whichever is soonest.

## 7. INFORMATION, INSTRUCTION AND SUPERVISION

The Health & Safety Law poster is displayed on all notice boards.  
Health & Safety advice is available from the Group Health and Safety Manager or the local authority.  
Supervision of young workers is monitored by departmental manager, who will also complete the risk assessment.

## 8. TRAINING

Relevant departmental manager provides induction training for all employees.  
Job specific training is carried out by manager/supervisor.  
Training records are kept at head office and a copy with each departmental manager.  
Training is identified, arranged and monitored by departmental managers.

## 9. ACCIDENTS, FIRST AID AND WORK-RELATED ILL HEALTH

Adequately trained first aiders throughout the whole group.  
First Aid box are kept in each department contents to comply with Act.  
All accidents and cases of work-related ill health are to be recorded in the accident book.  
Each departmental manager holds the book.

## 10. MONITORING

To check our working conditions, and ensure our safe working practices are being followed, we monitor on a frequent basis, working conditions, procedures, plant and equipment, these to be carried out by departmental manager/supervisor.  
Management committee members are responsible for investigating accidents.  
Departmental manager responsible for investigating work-related causes of sickness absences.  
Management committee members report under RIDDOR.  
The Group Health & Safety Manager is responsible for acting on investigation findings to prevent reoccurrence.

## 11. FIRE

Group Health & Safety manager is responsible for ensuring the fire risk assessment is undertaken and implemented.  
Departmental managers daily check escape routes.  
Fire extinguishers are maintained and checked by operations managers monthly and annually by competent authority.  
Alarms are tested weekly by operations manager.  
Emergency evacuation is tested annually.

## 12. CONTRACTORS AND VISITORS

Departmental managers must ensure visitors enter their name in the visitor's book situated in reception.  
Contractors must complete the permit to work book, which clearly states fire assembly point. Personal protective equipment must be worn this includes safety footwear, safety helmet, safety gloves, ear protection, safety goggles, protective clothing, all risk assessments can be obtained from managers office.  
Departmental manager must inform contractor of where asbestos is situated on the site.

## 13. THE EXECUTIVE DIRECTORS

The Executive Directors will do all in their power to ensure that a safe and healthy working environment is maintained for all the employees of the company.  
They will also ensure that health and safety factors are taken into account when new working methods, premises, machinery, equipment, stock, or processes are being considered or put into use.  
They will have overall responsibility for all aspects of health and safety in the company and will continually review the effectiveness of the policy and of the personnel under their control to whom responsibility for various aspects of health and safety have been assigned.

## REACH

Benteler Distribution deals in products which are chemicals in a legal sense. We procure these products largely from European suppliers, in some cases also from suppliers outside Europe.

According to the specifications of the REACH Directive, we are therefore not subject to any obligation to register. This particularly applies because our products do not release any chemicals under normal or reasonably foreseeable conditions of usage (compare Art. 7 Paragraph 1 of the REACH Directive).

The important thing to remember is that the products you receive from us are not subject to registration within the scope of the REACH Directive. The chemicals which must be registered and which may possibly be found in our products must as a consequence be registered exclusively by our sub-suppliers.

## PRE-REGISTRATION AND REGISTRATION

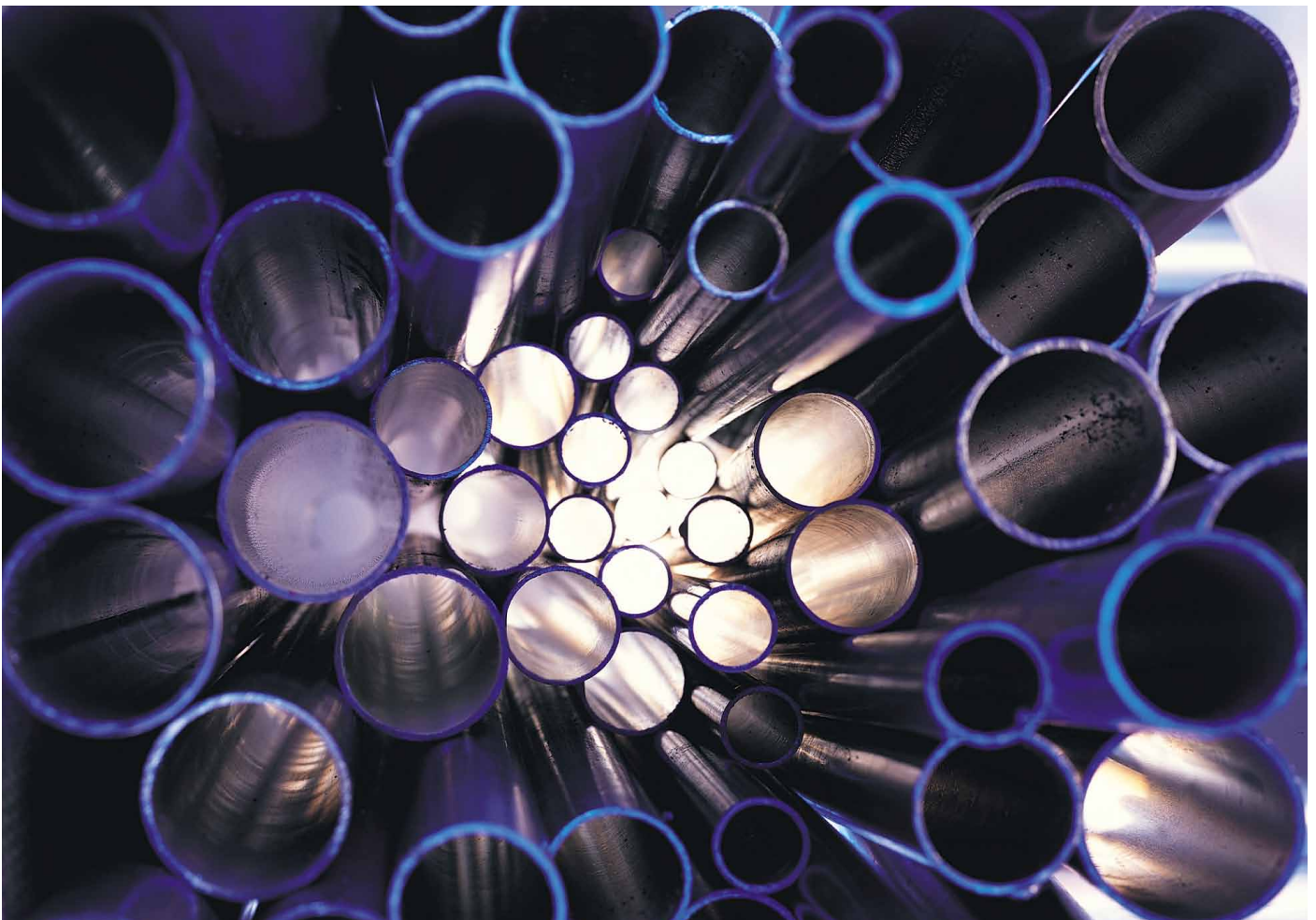
In our own interest and to guarantee a high level of product safety, we intensively pursue the implementation of REACH and the resulting requirements. Thus we have already contacted our European sub-suppliers. The products we sell are essentially widely used products sold in large quantities. In view of this fact, we have already received indications from many of our sub-suppliers that a pre-registration or a later registration of the relevant materials is being carried out!

## OBLIGATION TO PASS ON SUBSTANCES IN PRODUCTS ACCORDING TO ART. 33 OF THE REACH DIRECTIVE

We are also in contact with our suppliers with regard to the obligation to inform in compliance with Art.33. According to Article 33 of the REACH Directive, our supplier must notify us if more than 0.1 mass per cent of certain particularly alarming materials are contained in the product. Should we receive such information from our supplier, we are obligated to pass it on to you immediately.

We have our suppliers outside Europe assure us in writing that no more than 0.1 mass per cent of the materials listed in the ECHA list are contained in the products we procure from them. As far as can be told at present, we can assume that our products fulfill these criteria

Should you have any further questions on the implementation of the REACH Directive in our company, we will be happy to answer them for you at any time.



## TERMS AND CONDITIONS OF SALE

### 1. GENERAL

- 1.1 In these conditions "The Company" shall mean Benteler Distribution Ltd. with whom an order shall be placed by "the Buyer" and "the Buyer" shall mean any person, firm or company placing an order with Benteler Distribution Ltd. The "U.K." shall mean the mainland of Scotland, England, Wales and Northern Ireland.
- 1.2 The "Contract" shall mean the contract made between the Company and the Buyer for the supply of goods comprising the terms set out herein.
- 1.3 Unless otherwise agreed in writing the Company's conditions herein set out shall be deemed incorporated in any order placed by the Buyer and any acceptance of a Buyers order by the Company shall be deemed subject to the acceptance by the Buyer of these conditions. In the event of any conflict arising between these conditions and any conditions which the Buyer might additionally seek to impose in relation to his order the Company's conditions shall prevail. These conditions override and replace any other conditions of the Company.

### 2. PRICE

- The Price payable by the Buyer shall be as follows:-
- 2.1 Where the words "fixed price" appear in the Contract the price shall be the price appearing therein.
  - 2.2 In any other case the price shall be deemed to be the Company's price prevailing at the date of despatch of the goods to the Buyer.
  - 2.3 In all cases and unless otherwise agreed in writing the price shall be deemed to be exclusive of Value Added Tax which shall be payable in addition by the Buyer at the rate prevailing at the tax point.

### 3 TERMS OF PAYMENT

- 3.1 In the U.K. Settlement of account is strictly net and payable within 30 days of end of month of despatch of the goods. Any payments or part thereof remaining unpaid after such period of 30 days shall, in the absolute discretion of the Company, carry interest thereon at the rate of 3% per annum above the base rate of National Westminster Bank plc prevailing during the period such unpaid balance remains unpaid and shall be added to the said balance due from the Buyer to the Company and calculated on a daily basis.
- 3.2 Outside the U.K Settlement of account is strictly net. Full payment shall be due upon presentation by the Company of shipping documents and invoice in the U.K. or if Bills of Lading have been taken out by the Company then upon presentation of the Company's invoice and notification from the Company that the goods have been tested should that be necessary.

### 4 DELIVERY AND TRANSPORT

- 4.1 In the U.K. Unless otherwise agreed in writing the Company reserves the right to charge the buyer the cost of transportation of the goods to the destination which appears in the Buyer's order. In all cases the Buyer warrants that in cases where delivery is to be made by Road Transport sufficient and suitable access to the said destination including a road surface capable of withstanding the weight and size of the transport and loads involved is available. In the event of any additional costs or expenses being incurred by the Company due to any breach of such warranty the Buyer shall reimburse the Company the full amount thereof on demand.
- 4.2 Outside the U.K. The delivery shall be F.O.B. to such U.K. point of departure as is mentioned in the Buyer's order unless otherwise agreed in writing.
- 4.3 Whilst every effort is made to deliver goods on the dates or within the periods mentioned in the Contract such dates or periods shall be deemed to be for information purposes only and shall not form part of the terms and conditions of the Contract unless specifically agreed in writing to be "of the essence of the Contract" and in the absence of such special agreement the Company accepts no liability whatsoever for any loss or damage of whatsoever nature and howsoever arising which may be suffered by the Buyer as a result of any failure on the part of the Company to deliver goods on or within the dates or periods mentioned in the Contract.

### 5 TITLE TO GOODS

Title to the goods shall only pass from the Company to the Buyer upon full payment being made by the Buyer for all goods sold under the Contract. In the event of delivery of the goods by installments title to the goods comprised in each installments shall pass to the Buyer only upon payment being made to the Company for the full invoice value of that installment. Whilst in accordance with this condition goods delivered to the Buyer remain the property of the Company the Buyer shall nevertheless accept all responsibility for the safe custody, protection and preservation thereof including insurance and immediately upon the goods coming into the possession of the Buyer or its Agents and pending payment of the full invoice value shall be liable to indemnify the Company in respect of all loss or damage of whatsoever nature affecting the goods.

### 6 DEFECTS AND REPLACEMENT

- 6.1 The Company will at its own cost and expense repair and/or replace at its discretion the whole or any part of the goods forming the subject of the Contract which are defective in quality or fail to comply with any specification laid down in the Contract subject however to the following conditions:-
  - 6.1.1 In the event of any matter giving rise to complaint which would be apparent to the Buyer on reasonable inspection the Buyer must give notice thereof to the Company within 14 days from the date of delivery of the goods to the destination agreed in the Contract.
  - 6.1.2 In the event of a complaint in respect of a matter not apparent on reasonable inspection the Buyer must give notice thereof to the Company within 14 days of the defect complained of coming to the attention of the Buyer and/or its servants or agents but in any event notice of complaint must be given to the Company by the Buyer within 6 months of delivery of the goods to the destination named in the Contract.

- 6.1.3 In all cases the Company must be given a reasonable opportunity following notice of complaint of examining the relevant goods.
- 6.1.4 In the event of damage occurring to goods during transit the Buyer must give written notice to the Company within 14 days of the date of delivery to the destination named in the Contract and further where such goods are consigned by an outside Carrier the Buyer must in addition comply in all respects with the Carrier's conditions of carriage for notification of claims for loss or damage in transit.
- 6.2 The Company shall subject to the normal rules concerning remoteness of damage be responsible for liability for death or personal injury caused by the goods or by the Company's servants if it is established that such death or personal injury is personally suffered by the Buyer or is personally suffered by a third party who uses the goods.
- 6.3 The liability accepted by the Company pursuant to sub-paragraphs 6.1 and 6.2 above is the absolute limit of the Company's liability arising under or as a result of the contract and all other liability is hereby expressly excluded and in particular but without prejudice to the generality of the foregoing the Company will not be liable to the Buyer for any other loss damage costs and expenses of any nature whatsoever incurred or suffered by the Buyer or by a third party whether direct or consequential (including but without limitation any economic loss or other loss of turnover profits business or goodwill) arising out of any dispute or contractual tortious or other claims or proceedings made by or brought against the Buyer in respect of the supply of the goods to the Buyer or the use of or any other dealing with the goods by the Buyer or a third party (including but without limitation product liability claims and claims by a third party alleging infringement of its intellectual property rights) nor shall the Company be responsible in any way whatsoever for dealing with any such disputes or contractual tortious or other claims or proceedings. The Buyer shall pay discharge and indemnify the Company and its officer's servants and agents at all time against all and any such loss damage costs legal costs professional and other expenses. The Buyer hereby acknowledges that the Company has authority to act as agent for and on behalf of its officers servants and agents for the purpose of this indemnity

## **7 TEST OR INSPECTION OF GOODS**

- Where the Contract provides for test or inspection (before despatch and delivery) by or on behalf of the Buyer at the Company premises the following conditions shall apply:-
- 7.1 In the event of inspection by the Buyer and/or their servants or agents any complaint in relation to the goods must be notified to the Company in writing within 7 days of that inspection and in the absence of such notice the Buyer shall be conclusively deemed to have accepted the goods as being in conformity with the Contract and shall not thereafter be entitled to reject the goods. Save as aforesaid the provisions of paragraph 6 above shall apply.
- 7.2 Examinations of goods during construction by an external authority where required will be payable by the Buyer in addition to the ordinary price of the goods.
- 7.3 The Company reserve the right to charge the Buyer the cost of all test pieces which comply with specifications.

## **8 DETERMINATION AND DAMAGES**

- 8.1 Without prejudice to its rights the Company may determine the Contract or suspend any further deliveries to the Buyer in the event of:-
- 8.1.1 Any distress, execution or other legal process being levied upon any of the Buyer's assets.
- 8.1.2 The Buyer entering into any arrangement or composition with its creditors committing any act of bankruptcy or (being Corporation) entering into liquidation or having a winding up petition presented against it calling a meeting of its creditors, suffering the appointment of a receiver in respect of the whole or any part of its undertaking or assets.
- 8.1.3 Non payment by the Buyer of any monies due from it to the Company.
- 8.2 In the event of a determination by the Company of the Contract in accordance with sub-paragraphs 8.1.1, 8.1.2 or 8.1.3 above or a cancellation and or repudiation of the Contract by the Buyer the Company shall be entitled to recover as damages from the buyer the following:-
- 8.2.1 The value including any work completed or goods manufactured at the date of determination.
- 8.2.2 The value of any work begun or goods begun to be manufactured but not completed at the date of determination including the cost of materials, labour, overheads and profit connection therewith.
- 8.2.3 A sum representing any further profit which the Company would have made on the Contract but for its determination such profit to be determined by the Company's Auditors whose decision shall be conclusive and binding on the Buyer.

## **9 SET OFF**

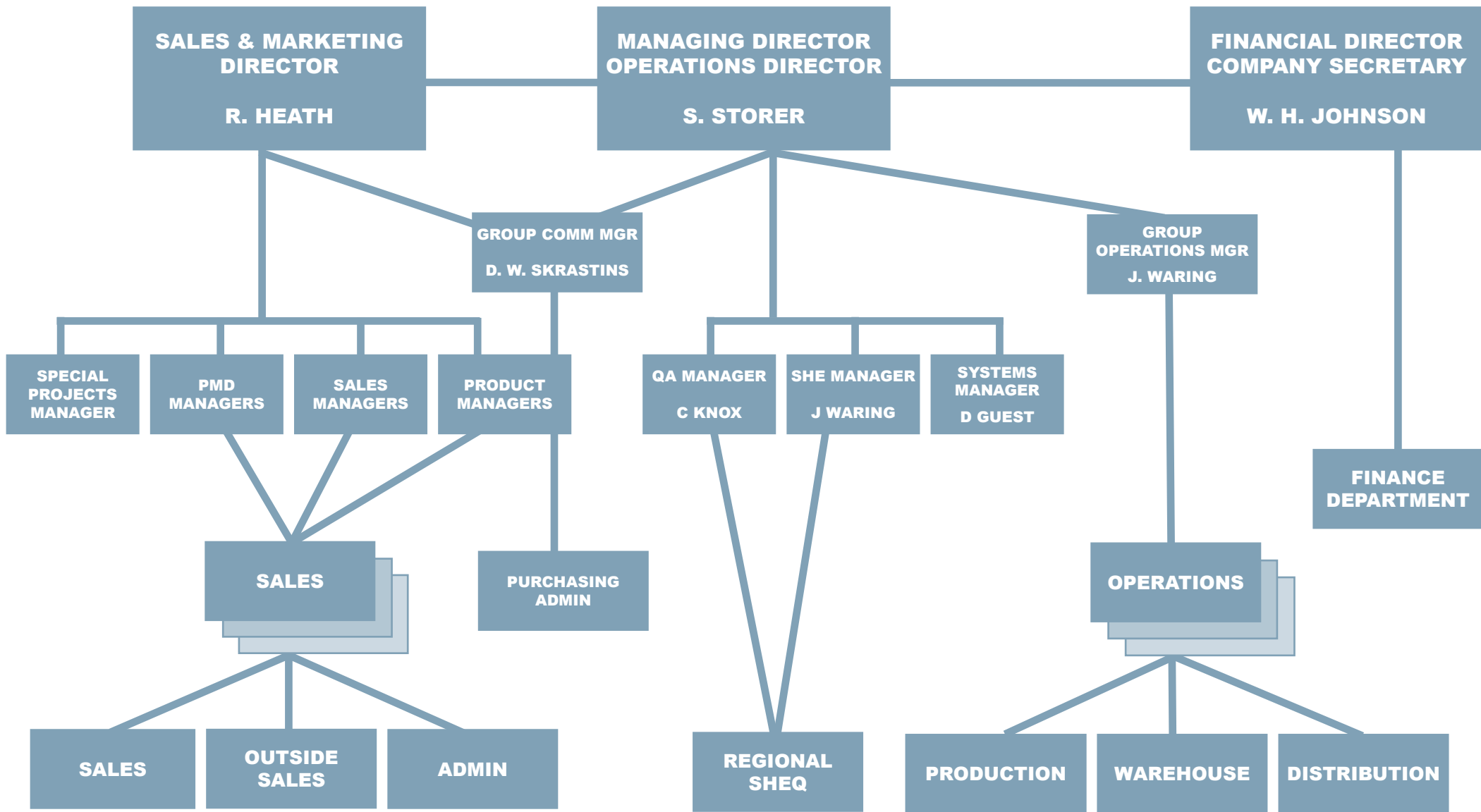
The Buyer shall not be entitled to withhold or set-off payment of any amount due to the Company under the terms of the Contract whether in respect of any claim of the Buyer in respect of faulty or defective goods or for any other reason which is a contested liability which is not admitted by the Company.

## **10 BUYER'S ACKNOWLEDGEMENT AND UNDERTAKING**

The Buyer acknowledges having been supplied by the Company with all necessary information concerning any possible danger to health or safety of the Buyer's employees at work emanating from or associated with the goods supplied in this Contract and undertakes to ensure as regards the use to which the goods are made at the Buyer's place of work that the provisions of the Health and Safety at Work etc. Act 1974 and in particular the provisions of Section 6 thereof shall be fully complied with and agreed to indemnify and keep indemnified the Company in respect of any claim or costs which the Company may have to meet arising directly or indirectly out of the supply of the goods forming part of this Contract to the Buyer and due to the Buyer's failure to properly comply with the terms of this undertaking of the provisions of the said Act or any other Statutory provisions of modifications thereof.

## **11 FORCE MAJEURE CLAUSE**

In the event of war invasion act of foreign enemy (whether war has been declared or not) civil war rebellion revolution insurrection or military usurped power the Company shall be relieved of liabilities incurred under this Contract whatever and to the extent to which the fulfilment of such obligations is prevented frustrated or impeded as a consequence of any such event or by any statute rules regulations orders or requisitions issued by the government department council or other duly constituted authority or from strikes lockouts breakdown of plant or any other causes (whether or not of a like nature) beyond the Company's control.



**BENTELER DISTRIBUTION LIMITED  
U.K. ORGANISATION CHART**



Management Service

# CERTIFICATE

The Certification Body  
of TÜV SÜD Management Service GmbH

certifies that

**BENTELER** 

**Distribution**

**Benteler Distribution International GmbH**

An der Gumpgesbrücke 19

D-41564 Kaarst

including the sites see enclosure

has established and applies  
a Quality Management System for

**Trade, stockholding und machining of  
tubes, tube-accessories and bars from steel,  
stainless steel and special materials and production of  
built in parts made by steel for automotive industry**

An audit was performed, Report No. **70752936**

Proof has been furnished that the requirements  
according to

**ISO 9001:2008**

are fulfilled. The certificate is valid until **2013-12-26**

Certificate Registration No. **12 100 39901 TMS**



Munich, 2010-12-27



QMS-TGA-ZM-07-92

Page 1 of 6



**Enclosure of Certificate No.:**  
**12 100 39901 TMS**

Sites	Scope of application
<b>Benteler Distribution International GmbH</b> An der Gumpgesbrücke 19 D-41564 Kaarst	Trade with Pipe and Steel Products from steel, stainless steel and special materials
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Am Schlütershof 30 D-47059 Duisburg	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Margarete-Steiff-Str. 5 D-24558 Henstedt-Ulzburg	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Breitscheider Weg 142-144 D-40885 Ratingen	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Industriestraße 21 D-71665 Vaihingen	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Friesenheimer Str. 18 D-68169 Mannheim	Initial processing of carbon steel, stainless and non-ferrous tubes and production of sub-components for the automotive industry
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Weitzesweg 6-10 D-61118 Bad Vilbel	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Chemnitzer Straße 8 D-14612 Falkensee	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials

*M. Wegmann*

Munich, 2010-12-27



QMS-TGA-ZM-07-92



Management Service

## Enclosure of Certificate No.: 12 100 39901 TMS

Sites	Scope of application
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Wieseneckstr. 26 D-90571 Schwaig	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Schönauer Landstraße 103 D-04178 Leipzig	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Rüdesheimer Straße 9 D-80686 München	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Industriestraße 16 D-57076 Siegen	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials
<b>Benteler Distribution Deutschland GmbH &amp; Co. KG</b> Einsteinstraße 11-13 D-68169 Mannheim	Initial processing of carbon steel, stainless and non-ferrous tubes and production of sub-components for the automotive industry
<b>ETS Eastern Trade Services GmbH</b> An der Gumpesbrücke 9 D-41564 Kaarst	Trade with Pipe and Steel Products
<b>Benteler Distribution Austria GmbH</b> Siegfried Marcus Strasse 8 A-2362 Biedermannsdorf	Trade, stockholding und machining of tubes, tube-accessories and bars from steel, stainless steel and special materials
<b>Benteler Distribution Czech Republic spol.s.r.o</b> Prumyslová 1666 CZ-26301 Dobris	Purchase, warehousing, treatment, sale and supplies of steel materials, steel tubes and accessories

Munich, 2010-12-27

Page 3 of 6



QMS-TGA-ZM-07-92



Management Service

## Enclosure of Certificate No.: 12 100 39901 TMS

Sites	Scope of application
<b>Benteler Distribution Poland Sp.z o.o.</b> ul. Rozdzińskiego 17 PL-41-303 Dabrowa Górnicza	Trading with steel products
<b>Benteler Distribuzione Italia S.p.A.</b> Via Giovanni Boccaccio 96 I-20090 Trezzano sul Naviglio (MI)	Commercial distribution of steel tubes, Chromium plated bars, bored and speed-bored tubes, honed, skived and roller burnished tubes. Management of machining processes and surface treatments of products.
<b>Benteler Distribution Slovakia s.r.o.</b> Jurajov Dvor 523 SK-925 28 Pusté Úlany	Purchase, storage, processing, sale and deliveries of metallurgical material, production and sale of components to automotive industry
<b>Benteler Distribution Ltd</b> Crompton Way GB-BL1 8TY Bolton Lancashire	Stockholding and supply of carbon, Alloy and Stainless tube, bar, sections and ancillary fittings to a variety of specifications with or without batch traceability. Additional processing in the form of cutting to length, deburring and washing is also available.
<b>Benteler Distribution Ltd</b> Armstrong Road, Daneshill East Industrial Estate GB-RG24 8NU Basingstoke	Stockholding and supply of carbon, Alloy and Stainless tube, bar, sections and ancillary fittings to a variety of specifications with or without batch traceability. Additional processing in the form of cutting to length, deburring and washing is also available.

Munich, 2010-12-27

Page 4 of 6



QMS-TGA-ZM-07-92



Management Service

## Enclosure of Certificate No.: 12 100 39901 TMS

Sites	Scope of application
<b>Benteler Distribution Ltd</b> Unit 3, Abbots Court, Middlefield Industrial Estate GB-FK2 9HQ Falkirk	Stockholding and supply of carbon, Alloy and Stainless tube, bar, sections and ancillary fittings to a variety of specifications with or without batch traceability. Additional processing in the form of cutting to length, deburring and washing is also available.
<b>Heléns Rör AB</b> Västergårdsvägen 16 S-30104 Halmstad	Stockholding, processing and sales of tubes, profiles and steel
<b>Heléns Rör AB</b> Måttbandsvägen S-31020 Knäred	Stockholding, processing and sales of tubes, profiles and steel
<b>Heléns Rör AB</b> Hamntorget 1 S-65226 Karlstad	Stockholding, processing and sales of tubes, profiles and steel
<b>Heléns Rör AB</b> Storgatan 12 S-89133 Örnsköldsvik	Stockholding, processing and sales of tubes, profiles and steel
<b>Heléns Rör AB</b> Fallhammargatan 3 S-72133 Västerås	Stockholding, processing and sales of tubes, profiles and steel
<b>Benteler Distribuzione Italia S.p.A.</b> Via Ottavio.Serra 2/3 I-40012 Lippo di Calderara (BO)	Commercial distribution of steel tubes, Chromium plated bars, bored and speed-bored tubes, honed, skived and roller burnished tubes. Management of machining processes and surface treatments of products.

Munich, 2010-12-27

Page 5 of 6



QMS-TGA-ZM-07-92



**Enclosure of Certificate No.:**  
**12 100 39901 TMS**

Sites	Scope of application
<b>BENTELER DISTRIBUTION HUNGARY</b> <b>Cső- és Acélkereskedelmi Kft.</b> Péterhalmi út 8. H-1182 Budapest	Wholesale and retail trade of steel products, steel tube processing.
<b>BENTELER TRGOVINA, d.o.o.</b> Otiški vrh 25a SI-2373 Šentjanž	Trade and cutting of steel pipes, production of built in parts made by steel for automotive industry
<b>Benteler Distribution France Sarl</b> <b>Normydro</b> 15 Route de Merville F-27320 Nonancourt	Sales of hydraulic tubes – mechanical tubes – stainless steel tubes alloy Nickel Assembly and sales of pneumatic fittings manufactured by sub-contractors

Munich, 2010-12-27

