



TRADING TERMS & CONDITIONS

*Listed below are Specialised Fastener's UK Trading Terms & Conditions for customers and suppliers.
If you need copies of our terms for other countries then please e-mail sales@specialisedfasteners.co.uk*

SPECIALISED FASTENER PRODUCTS LTD: STANDARD TERMS & CONDITIONS OF TRADING

UNITED KINGDOM & IRELAND – CUSTOMERS

1 . DEFINITIONS

“the Company” means Specialised Fastener Products Ltd.

2. APPLICATION

These standard terms and conditions apply to all sales of goods by the Company to any purchaser (“the Buyer”) and shall apply in place of and prevail over any terms or conditions contained or referred to in the Buyer’s order or in correspondence or elsewhere or implied by any previous course of dealing between the parties unless specifically agreed to in writing by an authorised representative of the Company.

3. PRICES AND TERMS OF PAYMENT

1. Subject to Clause 3.2 below, the prices payable for the goods shall be as agreed between the Company and the Buyer at the time of order and do not include any charge for handling or delivering goods where delivery does not take place at the Company’s premises. The prices quoted are exclusive of VAT.
2. In the case of special orders by the Buyer the Company shall make a quotation which shall not constitute an offer and may be withdrawn or revised at any time prior to the Company’s acceptance of such special order. For the purposes of Clause 3.1 and of this Clause 3.2 acceptance shall be effective only if made on the Company’s printed form duly signed by an authorised representative of the Company, quotations shall only remain valid and capable of acceptance by the Buyer for a period of 30 days from the date on which they are made.
3. Time is to be of the essence in relation to the Buyer’s payment obligations pursuant to this Clause 3 and to Clause 4 below.
4. All invoices shall be paid in full within 30 days of the date of the invoice, unless otherwise agreed in writing.
5. Interest shall be payable on overdue accounts at the rate of 5% per annum above the base rate from time to time of Midland Bank plc accruing on a daily basis from the due date for payment until receipt by the Company of the full amount, whether or not after judgment.
6. Where the parties have agreed that payment shall be made by instalments, then in the event of failure to pay any instalment on the due date the full amount of the monies outstanding under the contract shall be payable forthwith.
7. The Company reserves the right to demand security for payment and to vary its credit terms at any time before delivery.
8. In the case of export sales, unless otherwise agreed the price of the goods shall be secured by an irrevocable letter of credit satisfactory to the Company established by the Buyer immediately upon receipt of the Company’s acknowledgement of order and confirmed by a UK bank acceptable to the Company. The letter of credit shall be for the contract price inclusive of any tax or duty payable by the Buyer and shall be valid for at least 6 months or such longer period as shall have been estimated by the Company for delivery. The Company shall be entitled to payment on presentation to such UK bank of the documents specified by the Company.

4. DELIVERY

1. Delivery dates mentioned in any quotation, order or other document are approximate only and not of any contractual effect and the Company shall not be under liability to the Buyer in respect of any failure to deliver on any particular date or dates.
2. The Company will arrange for delivery of the goods at the Buyer’s expense to the address notified to it by the Buyer. The Company shall invoice the Buyer separately in respect of such delivery costs, and Clauses 3.4 and 3.5 above shall apply to the delivery charges. If the Buyer does not so notify the Company, delivery is deemed to take place at the Company’s premises and the Buyer shall make its own arrangements for collection of the goods at its own expense.
3. The Company reserves the right to make delivery by instalments, in which case each instalment shall be treated as a separate contract and a separate invoice will be tendered in respect thereof.
4. If the Buyer refuses or fails to take delivery of goods tendered in accordance with the contract or fails to take any action necessary on its part for delivery of the goods the Company shall be entitled to terminate the contract with immediate effect, to dispose of the goods as the Company may determine, and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure.
5. If the Company gives notice to the Buyer of its readiness to deliver, and the Buyer requests that delivery be suspended,

delayed or made by instalments then the price of the goods (if not already due and payable) shall become due and payable on the date of such notice, and the Buyer shall pay the cost of storing the goods. Risk in the goods shall pass on the date of such notice, but the Company reserves the right at its total discretion but at the Buyer's expense, to arrange to insure the goods for at least the purchase price payable to the Company.

6. The Buyer shall at its own expense promptly return to the Company any pallets used by the Company for the purpose of packaging and delivering the Buyer's goods.

5. RISK

Subject to Clause 4 above, risk shall pass on delivery and the Buyer agrees immediately to insure the goods for at least the purchase price payable to the Company therefore.

6. VARIATIONS

The Company shall be deemed to have fulfilled its contractual obligations in respect of any delivery though the quantity may be up to 10% more or less than the value specified in the contract and in such event the buyer shall pay for the actual quantity delivered.

7. INSPECTION

The Buyer is under a duty to inspect the goods on delivery or on collection by the Buyer or its agent as appropriate wherever it is reasonably possible to do so. Where goods are not so inspected, the Buyer must write on the delivery/collection note "Goods not examined".

8. TITLE

1. The goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Buyer shall have paid to the Company the agreed price together with the full price of any other goods the subject of any other contract with the Company.
2. Until such payment the Buyer shall be in possession of the goods solely as bailee for the Company and in a fiduciary capacity and shall store the goods in such a way as to enable them to be identified as the property of the Company. The Company reserves the immediate right of re-possession of any goods to which it has retained title as aforesaid and thereafter to re-sell the same and for this purpose the Buyer hereby grants an irrevocable right and licence to the Company's servants and agents to enter upon or into all or any of its premises or vehicles with or without the Company's own vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the Company thereunder or otherwise.
3. The Buyer shall be at liberty and may in the ordinary course of its business sell and deliver the goods or any product produced with the Company's goods to any third party as Seller's bailee and in a fiduciary capacity and provided that the entire proceeds of sale are held in trust for the Company and are not mingled with any other monies and shall at all times be identifiable as the Company's and such person's monies. The Buyer agrees immediately upon being so requested by the Company to assign to the Company all rights and claims which the Buyer may have against its customers arising from such sales until payment is made in full as aforesaid.
4. If the goods are destroyed by the occurrence of an insured event prior to the passing of title in accordance with Clause 8.1 above, the Buyer shall hold the proceeds of such insurance in trust for the Company separate from any other monies and at all times identifiable as the Company's monies.

9. THIRD PARTY RIGHTS

1. The Buyer shall indemnify the Company against any and all liabilities claims and costs incurred by or made against the Company as a direct or indirect result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party.
2. The Company shall have no liability to the Buyer in the event of goods infringing or being alleged to infringe the rights of any third party. In the event that the goods are or may be the subject of third party rights the Company shall be obliged to transfer to the Buyer only such title as the Company may have.
3. The Buyer shall notify the Company forthwith of any claim made or action brought or threatened alleging infringement of the rights of any third party. The Company shall have control over and shall conduct any such proceedings in such manner as it shall determine. The Buyer shall provide all such reasonable assistance in connection therewith as the Company may request. The cost of any such proceedings shall be borne in such proportions as the parties shall determine.

10. SPECIFICATIONS AND INFORMATION

Unless expressly agreed in writing by the Company all drawings, designs, specifications and particulars of weights and dimensions submitted by the Company are approximate only and the Company shall have no liability in respect of any deviation there from. The Company accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications prepared by the Buyer or by any third party and the Company shall be indemnified by the Buyer against any and all liabilities and expenses incurred by the Company arising there from.

11 . LIABILITY

1. The Company shall not be liable to the Buyer:
 - For damage to or loss of the goods or any part thereof in transit (whether the goods are carried by the Company's own transport or by a carrier on behalf of the Company), short delivery (subject as provided in Clause 6 above) or defects discovered on inspection unless the Buyer notifies the Company of any such claim within 7 days of receipt of the goods or the scheduled date of delivery whichever shall be the earliest (except in relation to defects which would not be reasonably apparent on inspection, in which case the Buyer shall so notify the Company within 4 months of delivery) and

if following such notification the Company agrees to accept liability under this Clause

- Its only obligation shall be to replace or repair any goods so damaged or lost as appropriate and/or to refund the cost of such goods to the Buyer; 1.2 for defects in the goods caused by fair wear and tear, abnormal conditions of storage or use or any act, neglect or default of the Buyer or of any third party.
 - For any product liability claim arising from a breach of a parts per million (ppm) level unless the ppm level has been agreed in writing by the Company prior to acceptance of the relevant order.
2. In any event, the Company's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed £100,000 in respect of any occurrence or series of occurrences.
 3. Subject to the foregoing, all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are hereby excluded and the Company shall be under no liability to the Buyer for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Company, its employees or agents SAVE THAT the Company shall accept liability for death or personal injury caused by the negligence of the Company.
 4. The Company's prices are determined on the basis of the limits of liability set out in this Clause. The Buyer may by written notice to the Company request the Company to agree a higher limit of liability provided insurance cover can be obtained therefore. The Company shall effect insurance up to such limit and the Buyer shall pay on demand the amount of any and all premiums. The Buyer shall disclose such information as the insurer shall require. In no case shall the Buyer be entitled to recover from the Company more than the amount received from the insurers.

12. HYDROGEN EMBRITTLEMENT

Where the Buyer requests that the goods are supplied to it with an electrolytic plated finish according to the Buyer's specifications, the Company shall have no liability to the Buyer in respect of damage caused to the goods by hydrogen embrittlement.

13 . FORCE MAJEURE

1. The Company shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Company's control including without limitation act of God, war, riot, strike, lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of the goods or of raw materials therefore by the Company's normal source of supply or the manufacture of the goods by the Company's normal means or the delivery of the goods by the Company's normal route or means.
2. If the Company is prevented by an event of force majeure from fulfilling its contractual obligations, it shall notify the Buyer of the fact in writing within 10 days of the due date for delivery. If the event of force majeure is continuing 3 months after the date of such notice, either party may give written notice to the other terminating the contract forthwith, provided that the event of force majeure subsists at the time the notice is received by such other party.
3. The Buyer's only entitlement in such circumstances shall be to a refund in respect of any payment which it has already made on account of the price, subject to the deduction of any sums due to the Company. 4 If due to such circumstances or events the Company has insufficient stocks to meet all its commitments the Company may apportion available stocks between its customers at its sole discretion.

14. CANCELLATION OF ORDERS

Contracts may be cancelled only with the Company's prior written consent and subject to the Buyer indemnifying the Company in full for any losses incurred by the Company in respect of such cancellation.

15. BREACH

If the Buyer:

1. (being an individual) enters into a deed of arrangement or commits an act of bankruptcy or compounds with its creditors or if a receiving order is made against him; or
2. if (being a Company) an order is made or a resolution is passed for the winding up of the Buyer (otherwise than for the purposes of a bona fide amalgamation or reconstruction) or the Buyer enters into a voluntary arrangement or compounds with its creditors or if a receiver or administrator is appointed over all or any of the Buyer's assets or undertaking or if circumstances arise which entitle the court or a creditor to appoint a receiver, manager or administrator or which entitle the court to make a winding up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt; or
3. commits any material breach of this or any other contract between the Company and the Buyer which is unremediable (or, being remediable, has not been remedied by the Buyer within 7 days of receiving notice from the Company requiring remedy), then the Company may treat the contract as being at an end.

16. GOVERNING LAW

1. This contract shall be governed by and construed with English law and the Company and the Buyer irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this contract and that accordingly any suit or proceedings arising out of or in connection with this contract shall be brought in such courts.
2. Nothing contained in this clause 16 shall limit the right of the Company to take proceedings against the Buyer in any court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction by the Company preclude the takings of proceedings by the Company in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

SPECIALISED FASTENER PRODUCTS LTD: STANDARD TERMS & CONDITIONS OF TRADING

UNITED KINGDOM & IRELAND – SUPPLIERS

CONDITIONS OF PURCHASE

1 INTERPRETATION

In these Conditions:

- 'Buyer' means Specialised Fastener Products Ltd.
- 'Conditions' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 'Contract' means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services.
- 'Delivery Address' means the address stated on the Order or, if no such address is stated, the principal trading address of the Buyer.
- 'Goods' means the goods (including any instalment of the goods or any part of them) described in the Order.
- 'Order' means the Buyer's purchase order to which these Conditions are annexed.
- 'Price' means the price of the Goods and/or the charge for the Services.
- 'Seller' means the person so described in the Order.
- 'Services' means the services (if any) (including any part of them) described in the Order.
- 'Specification' includes any plans, drawings, data or other information relating to, or supplied in connection with, the Goods or Services.
- 'Writing' includes telex, cable, facsimile transmission and comparable means of communication.

2 BASIS OF PURCHASE

1. The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.
2. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any quotation, correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by an authorised representative of the Buyer.
3. The Order will lapse unless unconditionally accepted by the Seller in writing within 7 days of its date, unless the Buyer otherwise agrees in writing.
4. No variation to the Order or these Conditions shall be binding unless agreed in writing by an authorised representative of the Buyer.

3 SPECIFICATIONS

1. The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.
2. any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall as between the Seller and the Buyer be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
3. The Seller shall comply with all 'applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.
4. The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
5. Verification by the customer shall not be used by the organisation as evidence of effective control of quality by the supplier and shall not absolve the organisation of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the customer.
6. If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 10 working days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
7. SFP must be notified in advance of any changes in product definition and/or any non conforming product.
8. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
9. All items delivered over and above the quantity set out in the Order will not be paid for. The Buyer agrees to notify the Seller within 10 working days of its discovery of such excess but shall have no other liability in respect thereof unless it in its sole discretion otherwise agrees. The Buyer shall be free to dispose of the same in the event that the Seller has not collected such excess within 10 working days of notification.

4 PRICE OF THE GOODS AND SERVICES

1. The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:
 - Exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
 - Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

2. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.
3. The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

5 TERMS OF PAYMENT

1. The Seller shall be -entitled to invoice the Buyer on or at any time after delivery of the Goods or completion of performance of the Services, as the case may be, and each invoice shall quote the number of the Order.
2. Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and the Services within 60 days after the end of the month of delivery of the Goods or completion of performance of the Services in question by the Buyer unless the Goods or Services have been rejected by the Buyer in accordance with the provisions hereof.
3. The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6 DELIVERY

1. The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
2. Where the date of delivery of the Goods or of performance of the Services is to be specified by the Seller after the placing of Order, the Seller shall give the Buyer reasonable notice of the specified date.
3. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
4. A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.
5. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
6. The Buyer shall be entitled to reject any Goods delivered or Service performed, which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Services until the Buyer has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any latent defect in the Goods or Services has become-apparent.
7. The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
8. The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

7 RISK AND PROPERTY

1. Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
2. The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.
3. Where the Buyer supplies its own or its customers property to the Seller whether as part of the Specification or otherwise, the Seller shall be responsible for the storage, safe keeping and good order thereof and shall insure die same for its full market value against all risks (Where possible notifying the insurer of the interest of the Buyer therein).

8 WARRANTIES AND LIABILITY

1. The Seller warrants to the Buyer that the Goods:
 - Will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the Order is placed and for use by the Buyer in the ordinary course of its business; .
 - Will be free from defects in design, material and workmanship;
 - Will correspond with any relevant Specification or sample; and
 - Will comply with all statutory requirements and regulations relating to the sale of the Goods.
 - Will comply with all statutory requirements relating to the Registration, Evaluation, Authorisation and restriction of Chemicals (REACH) European Regulation 1907/2006.
2. The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality and using products of such high standards of quality, as it is reasonable for the Buyer to expect in all the circumstances.
3. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract (including, for the avoidance of doubt, by any specified or due date), then the Buyer shall be entitled:
 - To require the Seller to repair the Goods or to supply the original or replacement - Goods or Services in accordance with the Contract within 7 days; or
 - At the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply the original or any replacement Goods or Services pursuant to Condition 8.3.1, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid and the Seller to collect any Goods already supplied, or, at the Seller's risk and expense, to return any Goods already supplied.
4. The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer (Whether to its own customers or otherwise) as a result of or in connection with:
 - Breach of any warranty given by the Seller in relation to the Goods or the Services;
 - Any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;

- Any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - Any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods and/or performing the Services in accordance with the provisions of the Contract; and
 - Any act or omission of any of the Seller's personnel in connection with the performance of the Services.
5. Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:
- Act of God, explosion, flood, tempest or fire;
 - War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - Import or export regulations or embargoes.

9 TERMINATION

1. The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.
2. The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
 - The Seller commits an act of bankruptcy or makes any arrangement or composition with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or (reconstruction); or
 - An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
 - The Seller ceases, or threatens to cease, to carry on business; or
 - The Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

10 GENERAL

1. The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract without the prior consent in writing of an authorised representative of the Buyer.
2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
3. No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
5. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
6. The headings in these Conditions are for convenience only and shall not affect their interpretation.
7. The Contract shall be governed by the laws of England.

Specialised Fastener Products Ltd

***For a written copy of the above contact SFP
sales@specialisedfasteners.co.uk***