



Steel Beams & Columns Limited

Dalton, Thirsk, North Yorkshire YO7 3JN

Tel: (01845) 575696 Fax: (01845) 575697 Email: admin@steelbeam.co.uk

CONDITIONS OF SALE

In these conditions "the Seller" means Steel Beams and Columns Ltd.

1. All contracts of sale entered into by the Seller shall incorporate the following terms and conditions and expressly exclude all other terms and conditions. Any variation of these terms shall be binding only if agreed in writing by a Director of the Seller. No employee, agent or representative of the Seller shall have authority to vary, amend or alter these terms and conditions in any way whatsoever.
2. Quotations unless otherwise stated in writing do not constitute an offer by the Seller to supply the goods referred to therein and no order placed in response to a quotation will be binding unless accepted by the Seller in writing.
3. Any information containing weights, measurements, grades or otherwise of any goods contained in any specification, illustration, drawing, catalogue, price list, quotation, advertisement or other matter issued by the Seller shall be regarded as approximate only, and shall not be binding on the Seller, nor shall any deviation there from be made the basis of any order cancellation or any claim against the Seller. The Seller will endeavour to adhere to the sizes and weights specified and to deliver the quantities specified. However, the Seller is to be allowed the normal commercial tolerance on sizes and weights and reasonable excesses or deficiencies in quantity shall be taken or allowed by the Buyer and taken into account in settling the price.
4. Our Conditions of Sale shall be incorporated in all contracts for the sale of goods, by the Seller and any provision of the Buyer's order which is inconsistent with them shall be of no effect. These Conditions cannot be varied without the prior written agreement of the company stating the variation and referring expressly to the condition which is to be varied. Seller or contained in the Buyer's order. In the event that no quotation or written acceptance of order is given by the Seller and the Seller has received an order from the Buyer, and provided that the Buyer shall have notice of the Conditions in such circumstances all the goods are supplied subject to these Conditions.
5. The price payable by the Buyer for each delivery shall be the Seller's ruling price at the date of despatch, to which shall be added any Value Added Tax and any other tax or duty relating to the sale or delivery of the goods chargeable to the Seller. Each part delivery or instalment of the goods shall be deemed sold under a separate contract. Unless otherwise expressly stated in the contract, the price of such delivery shall be paid in full in accordance with the terms of the sales contract note. The Buyer shall pay interest to Steel Beams and Columns Ltd at the rate prescribed pursuant to the Interest on Late Payment (Commercial Debts) Act 1998 from time to time on all monies not received on or before the due date for payment.
6. The Seller shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any or every contract between itself and the Buyer or to suspend any further delivery under any or every such contract in any of the following events:
 - (a) If any debt is due and payable to the Seller but is unpaid;
 - (b) If the Buyer has failed to provide any letter of credit, bill of exchange or any other security required by a contract;

(c) If the Buyer has failed to take delivery of any goods under any contract between itself and the Seller otherwise than in accordance with the Buyer's contractual rights.

(d) If the Buyer becomes insolvent or being a body corporate have passed a resolution for voluntary winding-up except where solely for the purpose of reconstruction or have suffered on Order of the court for their winding up to be made; or have had a Receiver appointed or being an individual or partnership have suspended payment of his or their debts in whole or in part or have proposed or entered into any composition or arrangement with his or their creditors or have had a Receiving Order in Bankruptcy made against him or them. The Seller shall be entitled to exercise its aforesaid rights or termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and, in the event of any such suspension, the Seller shall be entitled as a condition of resuming delivery under any contract between it and the Buyer to require prepayment of, or such security as it may require for the payment of the price of any further delivery.

7. The Buyer shall not be entitled to withhold payment of any amount payable under the contract to the Seller because of any disputed claim of the Buyer in respect of faulty goods or any other alleged breach of the contract, nor shall the Buyer be entitled to set-off against any amount payable under the contract to the Seller any monies which are not then presently payable by the Seller or for which the Seller disputed liability.

8. All goods remain the sole unencumbered property of the Seller until payment in full has been received, but the risk passes to the Buyer when the goods are collected or delivered as stipulated in the Sales Contract Note.

9. Should the Buyer refuse to accept delivery or fail to effect collection as stipulated in the Sales Contract Note, then the contract price shall become payable in full within 7 days of written notice or readiness of the goods issued by the Seller. The Buyer shall also be liable for reasonable storage charges.

10. Any delivery date or period quoted shall be taken as a reasonable approximation and, whilst the Seller will use its best endeavours to deliver by the date given, the Seller accepts no responsibility for any loss, injury damage or expenses consequent upon any delay in delivery from any cause whatsoever nor does any such delay entitle the Buyer to cancel any order or to refuse to accept delivery.

11. Should the Seller be delayed in or prevented from making delivery owing to an Act of God, war, civil disturbance, requisitioning, government or parliamentary restrictions, prohibition or enactment of any kind, import or export regulations, strike, lock-out, trade dispute, difficulty in obtaining workmen or materials, or transport facilities, breakdown of machinery, fire, accident or any other cause whatsoever beyond the Seller's control, the Seller shall be at liberty to suspend or to cancel the contract without incurring any liability for any loss or damage resulting therefrom.

12. The Seller shall not be liable for:

- (a) any defects in the quality or state of goods sold as prime material (except for discrepancy in weight or quantity) which would be apparent on a reasonable examination or for their being otherwise not in accordance with the contract unless the Buyer shall have given to the Seller within 14 days after receipt of the goods a written notice specifying the matters complained of and shall thereafter afford the Seller a reasonable opportunity of inspecting the goods before they have been used or processed.
- (b) any defects in the quality or state of goods sold as prime material which would not be apparent on a reasonable examination unless such defects shall have been discovered within 3 months after receipt of the goods and the Buyer shall have given to the Seller forthwith upon such a discovery a written notice specifying the matters complained of and shall thereafter afford the Seller a reasonable opportunity of inspecting the goods in their alleged defective state: or
- (c) any discrepancies in weight or quantity unless the Buyer shall have given the Seller a written notice thereof within 7 days after the receipt of the goods and also thereafter a reasonable opportunity of witnessing a re-weigh or reassessment of quantity before they

have been used, processed or sold. Any dispute as to whether any goods are defective in quality or state or otherwise not in accordance with the contract shall be referred, in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force, to a single arbitrator to be agreed between the Seller and the Buyer, or in default of agreement to be nominated by the President for the time being of the Law Society.

13. Unless expressly stated otherwise, prices are for materials loaded on the Buyer's conveyance at our depots and delivery shall be deemed to have occurred when loaded on such conveyance. Where the contract provides for delivery of the goods elsewhere than at the Seller's depots, the Seller shall entertain a claim by the Buyer in respect of loss or damage in transit only if the Buyer:

- (a) gives written notice to the Seller within 21 days after the date of the Seller's advice note or other notification of the despatch of the goods in case of non-delivery or within seven days after delivery of the goods in any other case: and
- (b) where the goods are consigned by an outside carrier, comply in all respects with the carrier's conditions of carriage, for notifying claims for loss or damage in transit.

14. Provided that the Buyer has complied with the requirements as to notice as specified above, if the goods sold as prime material or any part thereof are defective in quality or state or (save for discrepancy in weight) otherwise not in accordance with the contract then, if the Seller and the Buyer do not agree that the Buyer should accept the goods at an agreed value or that the goods should be made good at the Seller's expense, the Seller undertakes to accept a return of the relevant goods and at the Seller's option either to:-

- (a) repay or allow the Buyer the invoice price thereof and any transport costs between the Seller's depot and the price of delivery borne by the Buyer; or
- (b) replace them as soon as may be reasonably practicable. This undertaking is given and shall be accepted by the Buyer in lieu of any other legal remedy. Refund of transport costs shall be limited to locations on the UK mainland only.

15. When the contract stipulates for tests or inspections of the goods by or on behalf of the Buyer before delivery and at the Seller's depot, if upon reasonable notice the Buyer does not inspect or test the goods or if having inspected or tested the goods, at the Seller's depot the Buyer does not within 7 days thereafter notify the Seller in writing of any claim that the goods are not in conformity with the contract, specifying the matters complained of, then 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 on the grounds of anything within the scope of the test or inspection.

16. Goods sold as prime material will be supplied within the tolerances stated in the Seller's price list current at the time of making the contract unless otherwise expressly agreed in writing by the Seller. In the absence of definitive data, the tolerances currently accepted in the trade will be applicable.

17. Any conditions, warranty or statement as to the quality of the goods or their fitness for any purpose, whether express or implied by statute, custom of the trade or otherwise, is hereby excluded unless expressed in writing by the Seller

18. The Seller shall not be liable for loss of profit, damage to plant or for any expenditure incurred on goods supplied or any consequential or special loss or damage sustained by the Buyer by reason of any breach of the contract by the Seller.

19. The rights of the Seller or the Buyer shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.