



STEEL BEAMS LTD (THE COMPANY) STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- a) "The Company" means Steel Beams Ltd.
- b) "The Customer" means company or person or other body which (corporate or otherwise) which or who has contracted with the company for the purchase of the works carried out or goods supplied.
- c) "The Contract" means the contract constituted by the Company's acceptance of an order.
Subject to any special terms to which the company may agree in writing, every contract will be subject to these terms and conditions to the exclusion of all terms and conditions (standard or otherwise) trade or customary practice or previous course of dealing between the Customer and the Company which the Customer may seek to impose. The placing of an order will be deemed to constitute acceptance of the term.
- d) Nothing in these terms or conditions or the Company's current price list or estimates shall be deemed to constitute an offer and the Company reserves the right to refuse any order.
- e) All orders are accepted subject to the availability of the services concerned
- f) A quotation by the Company does not constitute an offer but remains open to an offer within 30 days. An offer or order to purchase services the subject of a quotation is not deemed to be accepted without written confirmation from the Company
- g) No variation or modification of these terms and conditions will be binding on the Company unless accepted in writing by a Director of the Company

2. PRICES

- a) List prices are subject to alteration at any time without notice and all orders are accepted on condition that they are charged at prices ruling at the date of despatch.
- b) Contract orders at fixed prices must be confirmed by the Company in writing at the time the orders are accepted and such prices will only be binding upon the Company if agreed and contained separately in the Company's standard form of supply Agreement.
- c) Prices are subject to the addition of VAT at the rates in force at the date of supply, and the cost of delivery (where appropriate)
- d) Any amendment to the original work required by the Customer may result in a change to the original price quoted. Any Changes will be notified to the Customer in writing.

3. PAYMENT

Please note credit is only offered subject to satisfactory credit checks. If we are unable to offer credit terms then payment is by Pro-forma invoice and MUST be received before the goods are released/delivered

- a) Payment in full for goods is due either i) no later than 30 days from the delivery date / the invoice is issued ii) payment terms agreed by the Company before despatch of the goods
- b) The Company will request an official order number from the Customer before work proceeds on the material. Any deviations, amendments etc must be confirmed and agreed in writing.
- c) The customer shall not be entitled to withhold payment of any sums due to the Company by reason of any dispute relating to any goods or deliveries
- d) If the Customer fails to make payment by the due date then without prejudice to any other rights of the Company:
 - i) The Company shall be entitled to suspend all work under the Contract and/or any other Contract with the Customer and in such event the Customer shall not be released from its obligations to the Company, under the Contract or any other Contract
 - ii) The Company shall also be entitled to treat the Contract and-or any other Contract with the Customer as having been terminated by the Customer and to claim damages for breach of Contract.
- e) The Company reserves the right before delivery/release to require payment for the services in full or part

4. DELIVERY DATES

- a) Any lead times quoted for services provided/ goods issued are intended to be estimated only, but the Company will make every effort to deliver services on lead times promised. In no event shall time be of the essence of the Contract as regards delivery and the Customer shall not be entitled to refuse to accept the goods because of late delivery
- b) So long as any circumstances whatsoever beyond the Company's control prevent or delay services being carried out, the Company shall not be bound to provide any services it may have contracted to supply
- c) The Company shall not be liable in any manner whatsoever for failure or delay in manufacture or delivery howsoever such a failure or delay shall have been caused and provided that the Company shall have made reasonable efforts to deliver the services ordered
- d) The Company shall have the option to defect delivery by instalments and to issue a separate invoice in respect of each instalment. Each instalment shall be treated as a separate contract. Failure to deliver an instalment shall not entitle the Customer to reject any further instalments.
- e) The Company reserves the right to change delivery and lead times should the customer make changes to the original order placed.

5. DELIVERY & CARRIAGE

Delivery shall be deemed to have taken place:

- a) In the case of carriage arranged by the Company, when goods are taken from the vehicle at the delivery point in the UK specified in writing by the Customer in its order form and agreed by the Company
- b) In the case of carriage arranged by the customer by its own transport or otherwise, when the goods are loaded onto the vehicle used
- c) If the Customer fails or refuses to take delivery of the goods within 7 days of the delivery date, the Company may irrespective of its other rights or remedies terminate the Contract with immediate effect and dispose of the goods. The Company may recover from the Customer any additional costs or losses incurred as a result of the Customer's failure or refusal

6. RISKS

- a) The risk in goods shall be passed to the Customer upon delivery
- b) The Customer shall inspect goods immediately upon delivery and shall within 5 days of delivery, time being of the essence, give notice in writing to the Secretary of the Company and to the carrier of any claims on account of damage or total or partial loss of goods in transit. The Customer will be deemed to have inspected and accepted the goods as satisfactory
- c) Notice of non-delivery shall be given in writing from the Customer to the Company's Customer Care Department within 14 days of the date of invoice otherwise claims will not be accepted
- d) If the Customer shall fail to make such notification (whether by reason of its failure to carry out an inspection of the goods in sufficient time or for any other reason) the Company shall be under no liability whatsoever in respect of any loss or damage to the goods howsoever occurring after they were handed to the carrier and the Customer shall remain liable to pay the full price for the goods so lost or damaged
- e) Subject to the Company accepting the validity of the Customer's notification the Company will replace, free of charge, the goods damaged, destroyed or delivered short but shall be under no further liability to the Customer

7. INSOLVENCY

Upon the happening of any of the following events:

If the Customer shall:

- i) Make any default in paying any sum under any contract with the Company as and when it becomes due, or
- ii) Have distress or execution levied on any of its goods or property, or
- iii) Make or offer to make any arrangements or composition with creditors, or
- iv) Make any voluntary arrangement approved by the Court, or
- v) Pass any resolution or have any petition to wind up the Customer presented (other than for the purpose of reconstruction or Amalgamation without insolvency) or have a Receiver appointed over the whole or any part of the Customer's business, or
- vi) Commit any act of bankruptcy or have a petition presented against him

Then all sums owing by the Customer to the Company, shall become immediately due and payable (with interest thereon at the daily rate of 4% above HSBC Bank plc base lending rate of the time being) and the Company shall have the right forthwith to suspend all further manufacturing or other work carried out for the Customer and to withhold all further deliveries of goods or to determine any Contract then subsisting between the Company and the Customer. Such determination shall give rise to no liability whatsoever on the Company's part but shall be without prejudice to the Company's rights to payment in respect of manufacturing or other work already carried out or goods already delivered.

8. LIABILITY

- a) The Company hereby warrants the services used against any defects in design, materials and workmanship arising during normal and proper use of the goods within 2 months from delivery, provided that all and any warranty claims are notified in writing to the Company within 7 days of such defects arising
- b) The Company's total liability to the Customer in respect of defective goods (whether arising pursuant to the Contract or to statute or common law will be limited to the replacement of the goods concerned or (at the Company's option) the making of an allowance not exceeding the price paid for them and the Company will not in any event be liable for any labour or other charges in connection with the installation or removal of defective or replacement goods.
- c) The above warranties replace and exclude all conditions, in nominate terms, warranties or representations whether express or implied by statute, common law, trade usage, custom, misrepresentation prior to contract or previous course of dealing in respect of the quality, fitness for purchase, merchantability, description of the goods or otherwise. Notwithstanding the foregoing.
 - i) The Company will be under no liability to the Customer (whether pursuant to any Contract or otherwise as aforesaid) which in respect of any goods sold as "imperfect" or under any other similar description, nor in respect of any matter relating to the improper installation of goods
 - ii) Any guarantee or warranty which may have been applied by the Company to any goods will apply (but subject to the foregoing limit) only to goods purchased by the customer on normal trading conditions at list price or at any price the subject of a quotation. Nothing in this clause shall apply to the terms implied by Section 12 of the Sale of Goods Act 1979. The Company shall be obliged to consider grounds for return of goods or claims for compensation unless the claim and the reason for it are made in writing to the Company
- d) The Customer will provide the Company with all necessary access, facilities and information to enable the Company to ascertain the nature of the defect and at the Company's option only to repair or replace goods which develop such defects
- e) The Company shall be under no obligation to repair or replace or make good any loss, damage or defect which results from incorrect installation, alteration or modification without consent, wear or tear, accident, abnormal conditions of storage or use of any act, neglect or fault of the Customer or any third party
- f) The Company is not liable for any indirect or consequential losses or expenses suffered by the Customer, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses, or expenses resulting from third party claims. The Company's aggregate liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall not exceed £10,000

9. SET OFFS

The Customer shall not be entitled to withhold payment of any sums after it has become due by reason of any right of set off or counter claim which the Customer may have or allege or for any other reason whatsoever.

10. POSTPONEMENT OF DELIVERY

- a) The Customer must specify a date for delivery of goods either at the time of placements of the order or within 48 hours
- b) Should the Customer fail to take delivery of the goods on the specified date the customer will be allowed a further period of 7 days thereafter within which to accept delivery, but should the Customer fail so to do the Company may at its option only elect to treat the Customer's failure as constituting a repudiatory breach of a contract by the Customer entitling the Company to immediate payment of the sale price of the good
- c) In the event that the Customer requires postponement in the manufacture or delivery of goods, the Customer will be liable to pay for the goods, at the price ruling at the date on which they are eventually despatched (notwithstanding the fact that the Company may have agreed a fixed price) The Customer shall also be liable to pay to the Company on demand a charge to be laid down by the Company in respect of the storage and handling of the goods during the period of postponement and to reimburse to the Company on demand any charges incurred by the Company in effecting storage with a third party

11. CATALOGUES

All drawings, illustrations, descriptions and specifications to the Company catalogue, price lists and other advertising material are intended to give no more than a general idea of the goods manufactured by the Company and such information is not intended to be and shall not be relied upon as giving a precise description of any goods nor as being representation as to any matter contained therein, nor shall any of it form part of any Contract with the Customer

12. COST AND INTEREST

In the event that the Company shall employ a professional Debt Collection Agency or Solicitor to collect any monies due to the Company (whether or not a demand therefore shall have previously been made) the full costs incurred by the Company in so doing shall be paid by the Customer to the Company and be due 30 days after the Company shall have made a written demand therefore, interest shall be payable at the rate mentioned in clause 3 on such sums as are not paid by the due date

13. WAIVER

No waiver by the Company (express or implied) of any of these conditions in any Contract made with the Company shall prevent the Company from enforcing or relying on these conditions in any subsequent Contract made with the Customer

14. FORCE MAJEURE

The Company shall not be liable to the Customer for failure to perform or delay in performing any of its contractual obligations to the Customer caused by circumstances beyond the control of the Company

15. COPYRIGHT

Where the Company manufactures goods to a design provided or specified by the Customer (not being an existing design of the Company):

- i) The Customer shall indemnify the Company against all damages, costs, claims, losses and expenses paid or incurred by the Company (including all sums paid by the Company in settlement of any claim or action) in consequence of the infringement of patent, trade mark, registered design, copyright or other legal rights of a third party, and
- ii) For the purpose of section 12 of the sale of goods act 1979, the Company shall be bound to transfer only such title to the goods as it may have

16. INDEMNITY

The Company shall indemnify the Company from and against all liability, loss, damage, injury, expenses claims and demands arising from any cause other than negligence or breach of Contract by the Company

17. GENERAL

- a) Any notice to be given under these terms and conditions may be delivered or sent out by prepaid post sent first class, addressed to the party to be served at its Registered Office for the time being or (if not a Company) the address for that party last known to the party giving notice. Notices served by post shall (except where expressly provided otherwise) be deemed served on the second business day after the date of posting. Business day shall mean a day other than a Saturday or Sunday or an English Bank or Statutory Public Holiday
- b) In the event any of these conditions shall become or shall be declared by any Court of competent jurisdiction to invalid or unenforceable in any way. Such invalidity or unenforceability shall in no way impair or affect any of the other conditions hereof of all which remain in full force and effect
- c) Clause heading are for ease of reference only and do not affect construction
- d) Where drawings are provided by the Customer the Company will work to these and only these. Any changes to the drawing must be notified in writing. The Company reserves the right to ask for a new set of drawings with the amendments shown.

18. LAW

These Terms and Conditions and the Contract shall be governed by English Law