

CONDITIONS OF SALE

1. Any quotation is without engagement and is subject to written confirmation by us on receipt of order.
 2. Our quotation is made on the understanding that the whole of the quantity and/or service quoted for will be ordered and supplied. Cancellation of all or any part will not be valid unless accepted by us in writing in which case we shall be entitled to revise our quotation.
 3. Should the manufacture of the goods quoted or the delivery thereof to the Purchaser whether by us or a subsidiary Company of ours or an independent carrier be prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes or lock-outs, industrial dispute, shortage or raw materials or fuel notwithstanding that we have taken all responsible steps to procure the same, shortage of labour, break-down or partial failure of plant or machinery, late receipt of the Purchaser's specification of other necessary information to be supplied by him. Acts, Orders or Regulations of Government, delay on the part of any subcontractor or supplier nominated by the Purchaser, or any other cause whatsoever beyond our complete control concerned with the manufacture or delivery of the goods, then the time for delivery of the goods shall be extended for a reasonable period.
 4. Our responsibility for goods collected from our premises by or on behalf of the Purchaser shall cease when the goods have been loaded into the Purchaser's transport in accordance with the contract. In respect of goods to be delivered by us to site or to the Purchaser's premises our responsibility shall cease when the transport containing the goods shall have arrived at the nearest hard road approach to the site and shall have been made available for unloading in accordance with the contract.
 5. Goods manufactured by us and due for delivery or collection shall if not accepted or collected on the due date be stored in any manner by us in all respects of the Purchaser's risk and charge. We shall be entitled notwithstanding to invoice them forthwith in full and payment shall be made by the Purchaser thereof as though the goods had been delivered or collected on the due date. All expenses in connection with storage, additional labour unloading and reloading and transport in redelivering will be charged to the Purchaser.
 6. Liability for short delivery, defective materials, damage in transit or faulty workmanship will not be considered unless notification in writing is received by us as follows:
 - i. In the case of materials delivered by us our servants or agents to site, or premises of the Purchaser within seven days of such delivery, always provided such goods shall also be made available as delivered for our inspection within a reasonable time after such notification.
 - ii. In the case of materials collected by or on behalf of the Purchaser from our Works, within seven days of such collection, always provided such goods shall be made available as collected for our inspection within a reasonable time after such notification.
 - iii. In the case of work carried out by us on site, within seven days of the execution of such work and before being concreted and/or permanently incorporated in the structure.
- In each case if no such notice is received by us within the specified period the contract shall be deemed to have been in all respects properly performed by us.
7. Our liability in respect of any defective goods supplied by us or faulty workmanship regarding which a valid claim has been made under Condition 6 above shall be strictly limited to the delivery to site at our expense of other goods in replacement of the defective goods or remedying the faulty workmanship and shall not extend to any other damage or loss whatsoever suffered by the purchaser and in particular but without prejudice to the generality of the foregoing we shall not be liable for loss of profit damage to plant or for any expenditure incurred on goods supplied or remedial works performed or any consequential or special loss or damage sustained by the Purchasers.
 8. Nothing in these Conditions shall exclude or restrict any liability that we may have by virtue of the Consumer Protection Act 1987. In the event that any claim under the Consumer Protection Act 1987 shall be made against us in respect of products supplied under this contract, the Purchaser shall:
 - i. Fully indemnify us against all costs, loss, expenses and damage suffered or incurred by us in respect of any claims by third parties which shall include employees of the Purchaser. The indemnity shall apply to any lawful claim made under the Consumer Protection Act 1987 and shall continue for a period equivalent to the maximum period during which a lawful claim can be made under the Consumer Protection Act 1987 or any subsequent legislation.
 - ii. Provide us with all available records and documentation which will assist in identifying the destination of any product supplied to the Purchaser under this contract.
 9. Any date given by us for the delivery of goods are given in good faith but no liability whatsoever for any loss injury damage or expenses arising directly or indirectly from any delay in such delivery for any reason will be accepted.
 10. Payment for goods shall be made in accordance with the terms of payment stated in our quotation and payment for goods shall not be delayed if the goods supplied by us are not used nor shall payments be delayed pending the settlement of any claim against us and accordingly the Purchaser shall not be entitled to any right of set off against the purchaser price. Non-compliance with our payment terms shall entitle us to withhold further deliveries and/or labour forthwith. The Purchaser shall not be entitled to withhold or delay the whole or any part of payment to us on the grounds of insufficient or no proof of delivery unless the Purchaser has given written notice to us within seven days of the invoice date requiring proof of delivery. Our delivery note/invoice copy received on behalf of the Purchaser or such other reasonable evidence as we may produce shall be sufficient proof of delivery for this purpose. The Purchaser shall not otherwise be entitled to require proof of delivery.
 11. Prices quoted are based upon current conditions, costs of labour, materials and statutory charges and are subject to increase without notice to take account of variations or alterations in the same. We accordingly reserve the right to adjust the invoice process in the event of any increases in the cost of material, transport or of labour and/ or to take account of any other costs which may arise as a result of legislation or by reason of any other event unknown to us at the date of our quotation. Adjustments caused by changes in steel costs will be made in accordance with our published terms which we reserve the right to change without notice. We shall not be required to give formal notice of any such price increase or decrease to any individual customer, but shall advertise any price change in a suitable trade journal or newspaper selected by us, and we shall notify customers on our mailing list.
 12. Steel reinforcement will be supplied in accordance with the relevant British Standard, other materials will be supplied to the Company's usual standard of quality. No warranty as to fitness or purpose shall be implied for any material. Tools, jigs or any other special equipment used in manufacture or supply shall remain the property of the Company.
 13. It is agreed that a film of rust or mill scale on reinforcement will not constitute grounds for rejection.
 14. No representation or statement made or purporting to be made by any person on our behalf shall be binding unless subsequently confirmed in writing by us.
 15. Any contract shall be governed by English law.
 16. The foregoing conditions shall override any stipulations, conditions or reservations made by the Purchaser insofar as they conflict.
 17. All invoiced amounts are subject to the addition of VAT at the prevailing rate. Payment is due in net cash by end of the month following the month of delivery. Interest at the rate of 4 per cent per annum above Barclays Bank PLC Rate shall be payable by the Buyer in respect of all overdue accounts.