



## Terms and Conditions

### **1 General**

- a. All quotes are made and all orders are accepted subject to the following conditions. All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.
- b. Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or oral notice.
- c. If any statement or representation upon which the Customer relies has been made to the Customer other than in the documents enclosed with the Company's quotation or acknowledgement of order the Customer must set out that statement or representation in a document to be attached to or endorsed on the order in which case the Company may clarify the point and submit anew quotation.

### **2 Delivery**

- a. Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
- b. The date of delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Customer. Alterations by the Customer in design specifications or quantities required may result in delay in delivery.



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- c. The Company will endeavor to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with this.
- d. Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.
- e. The Customer shall ensure that there is good and sufficient access for lorries to the point where delivery vehicles are required to unload.
- f. Where the contract does not require the Company to perform erection on site then the unloading of the deliver vehicles shall be undertaken by and be the responsibility of the Customer.



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### **3 Work on site**

a. Where the contract with the Company requires the performance of works by the Company on site then unless otherwise stated in the Company's quotation or otherwise accepted by the Company in writing the following shall be conditions of the contract.

i. all site work can be carried out by the Company if it so desires in one continuous operation through to completion.

ii. there is good digging ground free from subterranean obstructions and mechanical tools (compressors and breakers) will not be required.

iii. lines and levels will be given to the erectors of the Company by the Customer or it'd surveyor.

vi. there will be free access to both sides of the fence line.

v. there will be a safe storage area to be provided for the Company's material on site.

b. Prices quoted by the Company include for the supply and placing of the necessary concrete for post bases to the relevant specification of British Standard B.S. 1722.

c. If the Company incuse extra costs in the performance of the contract either by reason of alteration in the Customer's instructions or the lack of or delay in receipt of such instructions or by reason of unforeseen interruptions delay overtime requirements, unusual hours, mistakes or additional or varied works in circumstances where the Company is not responsible therefore then the Company may increase the contract price to cover such extra costs and to allow for overheads and profit thereon.



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### **4. Cancellation**

Cancellation will only be agreed by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.

### **5. Prices**

a. All prices are unless otherwise stated quoted net ex works exclusive of VAT and are subject to fluctuation in the event of an increase in the cost of labour due to local or national awards or increase in the cost of materials and overheads. Any increase in such costs during the period of production will be added to the quoted price.

b. In the event of any alteration being required by the Customer in design or specification the Company shall be entitled to make an adjustment to the contract price corresponding to such alteration.



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### 6. Terms of Payment

a. Unless otherwise agreed by the Company in writing the terms of payment shall be net cash monthly account due and payable on the last day of the month following the month in which the Goods were dispatched or would have been dispatched save for postponement otherwise than due to default on the part of the Company. Time for payment shall be of essence of the contract. The Company shall be entitled to submit its invoice with its delivery advice note or at any time thereafter save that where delivery has been postponed at the request of or by default of the Customer then the Company may submit its invoice at any time after the Goods are ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid.

b. Where Goods are delivered by installments the Company may invoice each installment separately and the Customer shall pay such invoices in accordance with these Conditions.

c. No disputes arising under the neither contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the customer.

d. In the event of default on payment by the Customer the Company shall be entitled without prejudice to any other right or remedy to suspend all other deliveries on any contract or contracts between the Company and the Customer without notice to charge interest on any amount outstanding at the rate of 4% per annum above the Base Rate of Barclays Bank Plc in force at the time when payment was due.



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### **7. Dimensions**

The Company reserves the right to alter or change dimensions of the goods supplied within reasonable limits having regard to the nature of the goods. All weights and dimensions quoted are subject to normal commercial tolerances.

### **8. Customer's Drawings**

a. The Customer shall be solely responsible for ensuring that all drawings, information, advice and recommendations given to the Company either directly or indirectly by the Customer or by the Customer's agents, servants, consultants or advisers are accurate, correct and suitable. Examination or consideration by the Company of such drawings, information, advice and recommendations shall in no way limit the Customers responsibility hereunder unless the Company specifically agrees in writing to accept responsibility.

b. The Customer shall indemnify the Company from and against all actions claims costs and proceedings which arise due to the manufacture of goods to the drawings specifications of the Customer where such drawings and specifications are at fault or where it is alleged that they involve an infringement of a Patent Registered Copyright or Design Copyright or other exclusive right.



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### **9. Defects not Apparent on Inspection**

a. The Customer shall have no claim in respect of defects not apparent on visual inspection at the time of delivery or within three (3) working days thereafter (and, for the purpose, rust, oxidation and discolouration shall be regarded as being a defect which is apparent on visual inspection at the time of delivery) unless: a) a written complaint is sent to the Company as soon as reasonably practicable after the defect is discovered and no use ("use" for this purpose being taken to include any sale, disposal or the parting of possession) is made of the Goods thereafter and no alteration made thereto before the Company is given an opportunity to inspect the Goods in accordance with this Condition and b) the complaint is sent within twelve (12) months of the date of delivery of the Goods or in the case of items not manufactured by the Company within the guarantee period specified by the manufacturer of such item.

b. The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse or inadequate or unsuitable storage.

c. The Company shall not be liable for loss or damage suffered by reason of use or installation of the Goods after the Customer becomes aware of a defect or after circumstances which should reasonably have indicated to the Customer the existence of a defect.

d. The Company may within 15 days of receiving such a written complaint (or 28 days where the Goods are situated outside the UK) inspect the Goods and the Customer if so required by the Company shall take all steps necessary to enable the Company to do so.



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**10. Guarantee.**

a. Save as otherwise provided sections 12 and 15 of the Sale of Goods Act 1979 are to be implied into this contract.

b. In the event of the conditions of the Goods being such as might or would subject to these Conditions entitle the Customer to claim damages or to repudiate the contract the Customer shall not then do so but shall first ask the Company to repair or supply satisfactory substitute Goods and the Company shall thereupon be entitled at its option to repair or take back the defective Goods and to supply satisfactory substitute Goods free of cost and within a reasonable time or to reimburse the purchase price thereof. If the Company does so repair the goods or supply satisfactory substitute Goods the Customer shall be bound to accept such repaired or substituted Goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the defective Goods are repaired or the substitute Goods are delivered.



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### **11. Insolvency**

If the Customer shall become bankrupt or insolvent or compound with creditors or in the event of a resolution being passed or proceedings commenced for the liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager is appointed of all or any part of its assets or undertaking or if the Customer (being an individual) shall die or if the Customer shall be in default of his obligations under this contract, then the Company shall be entitled to cancel this contract and any other contract between the Customer and the Company in force at the date hereof in whole or in part by notice in writing (without prejudice to any right or remedy accrued or accruing to the Company).

### **12. Force Majeure**

Without prejudice to Condition 2(1), the Company shall not be under any liability for any delay, loss or damage caused wholly or in part by act of God, governmental restriction condition or control, any laws, rules or regulations of the country of origin of the Goods, non-arrival of imported Goods, inability to obtain transport or loading facilities or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not or by reason of any other act, matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of these Conditions.



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**13. Shortages and Defects Apparent on Delivery**

a. The Customer shall have no claim for shortages or defects which should be apparent on visual inspection at the time of delivery unless the shortages or defects are brought to the attention of the driver of the delivery vehicle and are clearly marked on the signed delivery note at the time of delivery. The Customer acknowledges that rust, oxidation or discoloration is a defect which it is reasonable for the Customer to be expected to notice at the time of delivery.

b. The Customer shall have no claim for shortages or defects capable of being apparent on subsequent visual inspection (not being shortages or defects falling within Condition 8(i) unless:

i. the Customer inspects the Goods and notifies the Company by telephone or telex before fixing or otherwise using the goods or cutting or removing bands, and in any event within three (3) working days or arrival at its premises or other agreed destination and...

ii. a written complaint is made to the Company before fixing or otherwise using the goods and in any event within seven (7) days of receipt of the Goods or such shorter period as the carrier's conditions (if applicable) require specifying the shortage or defect and

iii. the Company is given an opportunity to inspect the Goods and investigate any complaint before use is made of the Goods. If a complaint is not made to the Company as herein provided then the Goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to pay for the same accordingly.



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### **14. Data and Technical Information**

Any illustrations, performances, details, examples of installations and methods of assembly and any other technical data issued by the Company is provided for General guidance only and forms no part of the contract unless expressly agreed in writing.

### **15. Risk and Title**

a. Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods:

i. if the Company delivers the Goods or a relevant part thereof arrive at the place of delivery or

ii. in all other circumstances at the time when the Goods or a consignment or other part there of leave the premises of the Company whether or not the Company arranges transport and where the Goods are delivered by carrier any claims for loss or damage in transit must be made by the Customer against the carrier in accordance with the carrier's conditions.

b. Title in the Goods or any part thereof shall pass to the Customer when payment in full therefore has been made or when the Company serves written notice upon the Customer specifying that title in the Goods or such part thereof has passed whichever shall be the earlier in time and the Customer shall permit the servants or agents of the Company to enter on to the Customer's premises and to repossess the Goods at any time prior to passing of title and in the event of the goods being at the premises of a third party by the direction of the Customer then the Customer shall if so required by the Company in writing remove the Goods from such premises and return them to the Company forthwith.



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### **16. Liability**

a. Save where the Company is shown to have failed to exercise reasonable care in the manufacture and/or supply of the Goods and such failure results in death or personal injury the Company shall not be liable in respect of claims arising by reason of death or personal injury. Further, under no circumstances whatsoever shall the Company be liable for consequential loss (including removal or rectification work required in connection with installation of repaired or substitute Goods) loss of profits or other indirect losses or for damage to property.

### **17. Confidential Information**

All drawings, documents and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without the written consent of the Company either give away loan or exhibit or sell any such drawing or extracts there from or copies thereof or use them in any way except in connection with the goods in respect of which they are issued.

### **18. Legal**

The contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the jurisdiction of the English Courts only.