

CONDITIONS OF SALE

In these conditions "the company" means Tame Valley Steelstock Ltd and the "Buyer" means the person, firm, company or other organisation placing an order with the company.

1. GENERAL

The conditions set out below are the only terms on which we are prepared to do business. These conditions shall be incorporated in all contracts for the sale of goods by the company and any provision of the buyer's order or otherwise 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.

Any advice or recommendation given by the company or its employees as to the storage, application or use of the Goods which is not confirmed in writing by the company is followed or acted upon entirely at the Buyer's own risk, and accordingly the company shall not be liable for any such advice or recommendation which is not so confirmed.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the company shall be subject to correction without any liability on the part of the company.

2. PRICE

Unless specifically negotiated and so confirmed in writing, prices charged will be those ruling at the date of despatch and the company reserve the right to make any adjustments necessitated by material and/or labour cost fluctuations. Material will be charged as agreed with the buyer at either a price per unit or a rate per tonne. Where a weight is advised this will, unless specifically agreed, include packaging deemed necessary for the safe handling of the material when unloaded and stored at the buyer's premises. In the event that the material is not weighed for whatsoever reason, the company may calculate the theoretical weight including 2½% for packaging.

3. PAYMENT

Prices quoted are net and, except where otherwise agreed are payable on delivery/collection. If requested, and subject to status the company is normally prepared to offer a credit account, which shall be payable not later than 60 days end of the month following despatch. The company shall be entitled to charge interest on any sums not so paid. Such interest shall be calculated on a day to day basis on the amount outstanding from the due date of payment at the highest rate at which Nat West Bank base lending rate stood at any time within which the debt remained unpaid.

4. PRODUCT LIABILITY

The company shall not be liable for any loss or damage of any description howsoever arising whether caused by the negligence of the Company or otherwise arising directly or indirectly out of or in connection with the goods or their use.

5. CLAIMS

Written notice of any visual damage or short weight must be received by the company within 5 working days, and opportunity given for inspection within a further five working days thereafter. In the event of visual damage, it must be shown to have existed at the time of delivery and any claims of 'wet' or 'moisture stained' material will only be entertained if the material was unloaded indoors and stored at a reasonably constant temperature in dry conditions. Claims for hidden defects may be subject to an independent surveyors report and if proven, the company shall replace the faulty goods or credit the buyer with the purchase price. The company does not accept claims for labour or other costs arising from the supply of faulty goods. The buyer shall satisfy himself that the goods are suitable for his purpose before processing and no claims will be entertained for goods after processing.

1. RESERVATION OF TITLE

Until full payment has been received by the company for all goods whatsoever supplied at any time by the company to the buyer.

(a) property in the goods shall remain in the company.

(b) should the goods (or any of them) be converted in to a new product, whether or not such conversion involves the admixture of any goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the company and the company shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of the converted goods in relation to any third party, and the buyer hereby indemnifies the company in relation thereto.

(c) Subject to (d) and (e) below, the buyer shall be at liberty to sell the goods and the new products referred to in (b) above in the ordinary course of business on the basis that the proceeds of the sale shall belong to the company to whom the buyer shall account.

(d) The company may at time to time revoke the buyers power of sale by notice to the buyer, if the buyer is in default in the payment of any sum whatsoever due to the company (whether in respect of the goods or any other goods supplied) or services rendered at any time by the company to the buyer or for any reason whatsoever (or if the company) has bona fide doubts as to the solvency of the buyer.

(e) The buyers power of sale shall automatically cease if a receiver is appointed over any of the assets or the undertaking of the buyer or a winding up order is made against the buyer, or the buyer goes into voluntary liquidation or cause a meeting of or makes any arrangements or composition with creditors or commits any act of bankruptcy or allows execution to be levied against its or his goods.

(f) Upon determination of the buyers power of sale under (d) or (e) above, the buyer shall place the goods and the new products at the disposal of the company who shall be entitled, using means as is reasonably necessary to enter upon any premises of the buyer for purpose of removing such goods and new products and to remove such goods and new products from the premises.