

Contract for the sale of goods cash payment or cheque payment upon collection or delivery

Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller;
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller
- 1.3 'Delivery Date' means the date specified by the Seller when the goods are to be delivered;
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller;
- 1.5 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT; and
- 1.6 'Seller' means Inter Steels Limited.

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Price and payment

- 3.1 The Price shall be the Seller's quoted price (*or*) the price otherwise agreed. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the Price and VAT shall be due upon delivery or collection which will be the date of the invoice for all purposes. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5 % above Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 3.4 Prices are the Seller's ex works prices and where the Seller agrees to arrange for the Goods to be sent to the Buyer the Buyer shall be responsible for the costs of loading carriage and unloading. The cost of pallets and returnable packing will be due from the Buyer in addition to the Price but will be credited to the Buyer provided that they are returned to the Seller in good condition before the due payment date.

4 The Goods

The quantity and description of the Goods shall be as set out in the Seller's quotation.

5 Warranties and liability

The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

6 Delivery of the Goods

Delivery of the Goods shall be by collection or to the Buyer's address on the Delivery Date as agreed. The Goods may be delivered in advance of the Delivery Date upon collection or delivery which ever is applicable. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.

Delivery or collection by instalments

The Seller may deliver or the Buyer may collect the Goods by separate instalments in accordance with the agreed delivery schedule. Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale herein.

The failure or refusal of the Buyer to take delivery or to pay for any one or more of the said instalments of the Goods on the due dates shall entitle the Seller (at the sole option of the Seller) without notice to suspend further deliveries of the Goods pending payment by the Buyer; and/or to treat this contract as repudiated by the Buyer.

7 Acceptance of the Goods-

- 7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- 7.3 The buyer remains liable for the all costs incurred due to the incorrect drawings details and the like provided to the seller to supply the goods and any discrepancies shall not relieve the buyer from payment in full in accordance with the contract.
- 7.4 The quotation, specification and drawings describe the Works allowed for, and variations caused by the requirements of the Customer ,Local Authorities or Surveyors on account of revised drawings or otherwise or by physical conditions on site which were not known to Inter Steels Ltd. at the date of quotation or by changes in the Customer's instructions will be charged or credited for appropriately. The Contract Sum shall be adjusted accordingly.
- 7.5. In the event that any dimensions details setting out are not as set out in the contract or as agreed to be provided to Inter **Steels Ltd.** then all cost incurred shall be reimbursed to **Inter Steels Ltd by the Customer.**

8 Title and risk

- 8.1 Title shall pass upon payment in full for all goods supplied
- 8.2 Risk shall pass on delivery or collection of the Goods.

9 Remedies of Buyer-

- 9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- 9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 9.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

10. Buyer's right of set-off.

The Buyer may set off against the Price (including any applicable VAT payable) amounts due from the Seller whether under the applicable contract of sale or otherwise.

11. Proper law of contract-

This contract is subject to the law of England and Wales.