

CONDITIONS OF SALE

1. Definitions
 - 1.1 "the Company" means West Yorkshire Steel Co Ltd.
 - 1.2 "the Buyer" means the person who agrees to buy goods from the Company
 - 1.3 "the Goods" means the items which the Buyer agrees to buy from the Company
 - 1.4 "the Delivery Date" means the date agreed between the Company and the Buyer when the Goods are to be delivered
 - 1.5 "the Price" means the price for the Goods excluding carriage packing insurance and VAT
 - 1.6 "the Conditions" means the terms and conditions of sale set out in this document and any special terms set out in writing and agreed by the Company
2. These Conditions form part of the Company's acceptance of order (whether acceptance is written or oral) and the contract between the Company and the Buyer. If there are any variations to these Conditions they must be agreed in writing between the Company and the Buyer.
3. The Company may employ sub-contractors to perform all or any part of its rights and obligations under this contract.
4. The risk in the Goods shall pass to the Buyer on delivery.
 - 5.1 Provided that there are no amounts due to the Company from the Buyer the ownership of the Goods will pass when the Company has received payment in full by cleared funds for the Goods otherwise the Goods will remain in the ownership of the Company.
 - 5.2 The Buyer shall identify the Goods in its possession until the price of the Goods is paid in full. The Company reserves the right of entry to the Buyer's premises or other place of storage to which the Buyer has access for the purpose of reclaiming the Goods at any time that the price of the Goods remains outstanding to the Company.
- 6.1 The Company will endeavour to deliver the Goods on the Delivery Date but any such date is approximate and not essential to the contract.
 - 6.2 Delivery shall take place at the place agreed between the Buyer and the Company. In the absence of agreement the delivery shall take place at the Company's premises or as the Company may direct.
 - 6.3 The Company may charge extra carriage costs resulting from the Buyer's request to alter the agreed place of delivery.
 - 6.4 Where the Buyer becomes insolvent or enters into any arrangement with its creditors the Company reserves the right to suspend further deliveries under the contract.
- 7.1 The Buyer shall be deemed to have accepted the Goods 3 days after delivery to the Buyer.
 - 7.2 Without the prior written agreement of the Company the Buyer is not entitled to return to the Company the Goods or any of the Goods which are in accordance with the contract.
 - 7.3 Where the Buyer properly rejects the Goods or any of the Goods which are not in accordance with the contract the Buyer shall nonetheless pay the full price of the Goods unless the Buyer notifies the Company of such rejection before the date when the price is due.
- 8.1 Subject to condition 9. The Company warrants that at the time of the delivery the Goods will correspond to the description given by the Company.
 - 8.2 All other terms, conditions and warranties (whether implied or made expressly) whether by the Company or its servants or agents or otherwise relating to the quality and/or fitness for purpose of the Goods or any of the Goods are excluded.
 - 8.3 Unless such performance is specifically guaranteed by the Company the Company shall not be liable for failure of the Goods to attain any performance figures given orally, in writing or in diagrammatic form by the Company.
- 9.1 All drawings descriptions specifications and particulars of weights and dimensions submitted (or included in any advertisement or catalogue or price list) by the Company are deemed to be approximate only and shall not form part of the contract nor give rise to any independent or collateral liability on the part of the Company provided that any variation does not materially affect the appearance or performance of the Goods.
 - 9.2 Unless specifically guaranteed design advice given by the Company to the Buyer in relation to the Goods shall not form part of the contract nor give rise to any independent or collateral liability on the part of the Company.
- 10.1 Unless agreed in writing all accounts fall due for payment by the Buyer 30 days following the month end date of invoice.
 - 10.2 Where payment remains due after the contractual date for payment the Company reserves the right to withhold or cancel further deliveries under any Contract with the Buyer and/or to charge interest to the Buyer on the due payment at 2% above Barclays Bank plc's base rate from time to time in force and interest shall accrue at such a rate after as well as before any judgement.
 - 10.3 The Buyer shall not be entitled to withhold payment under the contract because of any dispute under the contract.
 - 10.4 The Buyer is not entitled to set off against the payment due under the contract any sum which is not immediately payable by the Company or which is disputed by the Company.
11. All prices are subject to the prevailing rate of VAT at the date of the invoice.
12. In the event that there is an increase in the Company's costs from the costs prevailing at the time of the quotation the Company reserves the right to increase the Price to take account of such increases. The Buyer will be entitled to withdraw from the contract if there is a price increase which the Buyer considers excessive.
13. The Buyer will indemnify the Company against all losses suffered by the Company as a result of work done in accordance with the Buyer's specifications which involve infringement or allegations of infringement of intellectual property rights.
14. The Company shall not be liable for any failure to perform its obligations under the contract arising from circumstances beyond the Company's control. Non exhaustive illustrations include : act of God; war; riots; explosion; fire; flood; strikes; Government actions; delay by suppliers; shortages of materials; shortages of labour.
15. The company shall only be liable for losses which are foreseeable where the cause of the loss is the fault of the Company.
16. This contract shall be governed by English law.