

## **CONDITIONS OF PURCHASE**

### **1. General**

All orders on behalf of the Company for goods or materials or the execution of work or services and any variation or amendment thereof are given and made subject to these Conditions: any other terms of any condition put forward by the Contractor which are inconsistent with these conditions shall be void unless specifically agreed in writing by Structural Steelcraft Limited. The following definition shall apply.

“the Company” shall mean the Purchaser

“the Contractor” shall mean the Supplier or Seller

“the Contract” shall mean and include all obligations arising from the acceptance of the order on the face hereof and addition or variation thereto.

### **2. Time and Delivery**

Time is to be the essence of the contract so far as concerns the delivery or completion date stated in the order. In the event of non-compliance with delivery or completion dates, The Company shall have the right to cancel the order or any part thereof and the Contractor shall be liable for any damages or loss suffered or incurred by the Company by reason of non-delivery or non-completion by the due date.

### **3. Acceptance**

Goods shall not be deemed to be accepted within the meaning of Section 35 of the Sale of Goods Act 1983 by reason of their delivery to the delivery address.

### **4. Delivery Advice Note**

A delivery advice note must accompany all goods to the delivery address, and the Company must be provided with 48 hours clear notice of the Contractor's intention to effect delivery.

### **5. Additions and Variations**

The company shall not be liable to pay or be responsible for any additions or variations to the order unless the Company confirm the same in writing and agrees to:

- a) Any consequential change in the price and/or
- b) Any consequential change in the delivery or completion date.

### **6. Contractor's indemnity**

The Contractor shall indemnify the Company in respect of:

- a) Any and all loss damage or expense suffered by the Company in consequence of any negligence or breach of statutory or other duty on the part of the Contractor, his subcontractors or agents or any servant of them in any way arising out of or connected with the performance of the Contract or any defect in or incorrect assembly of any goods or work supplied or executed under or for purpose of performing the Contract notwithstanding the same may have been inspected and/or accepted by the Company.
- b) All claims made against the Company by any third party including any servant or the personal representatives or dependents of any servant of the Company for any such negligence or breach of duty of defect or incorrectness as aforesaid.
- c) All claims made against the Company by any servant or agent of the Contractor or by any servant or agent or any subcontractor or agent of the Contractor or by the personal representative or dependents of any such servant or agent for or in respect of the death of or any damages loss or personal injury incurred or suffered by such servant or agent.
- d) All legal and other costs however incurred by the Company in connection with any such loss damage or claim as aforesaid.

### **7. Assignment**

The Contractor shall not assign the whole or any part of the Contract without prior written consent of the Company.

### **8. Ownership of Materials and Work in Progress**

Where payment is to be made by instalments all work done and all goods/materials marked and intended for the completion of the Contract wherever the same shall be, shall after payment of the first instalment applicable to such work and/or materials be deemed to have been unconditionally appropriated to the Contract and shall become the absolute property of the Company free from all debts, contracts and engagements on the part of the Contractor. Without prejudice to the foregoing all materials and work in progress shall be at the Contractor's risk until delivered to the Company's premises or to such specified place of delivery and/or completed in accordance with the Contract. In the case of materials and equipment or workmanship shall pass to the Company on delivery to the premises of the Company or to such specified place of delivery. For the avoidance of doubt it is a term of all Agreements that all materials supplied by (SSC Ltd) to (The Contractor) shall at all times belong to (SSC Ltd) who shall have full right to re-possess the same at any time and (The Contractor) and/or those claiming under or through the Contractor shall afford to (SSC Ltd) or its representatives full access for the purposes of re-possession and inspection and any claim that (The Contractor) or those claiming under or through it may have in relation to all such materials whether in respect of services or other materials or other undertaken shall be a financial claim only and shall not affect (SSC Ltd) right of inspection and re-possession.

### **9. Payment**

Application for payment shall be by means of invoice following the delivery of goods or services or as otherwise agreed. Standard payment terms are a minimum of 45 days from month end from the date of invoice with payments being made on the next payment run. Payment runs are mid month and end of month.

### **10. Conditions of Purchase**

All prices and rates quoted on the Purchase Order shall be deemed as fixed and agreed up to the date of delivery (and subsequent payment) or to the extent of the fixed price period otherwise agreed as part of this order. These Conditions of Purchase shall be deemed to override any Terms and Conditions imposed by the Contractor/Supplier.

Structural Steelcraft Ltd, Unit 2 Leydene Farm, East Meon, Droxford, GU32 1HG

Tel: 01730 823501 Email: [info@structuralsteelcraft.co.uk](mailto:info@structuralsteelcraft.co.uk) Web: [www.structuralsteelcraft.co.uk](http://www.structuralsteelcraft.co.uk) Co Registered No: 6316880