



TERMS & CONDITIONS

DEFINITIONS

In these Conditions:

“The Company” means Structural Steel Craft Ltd.

“The Customer” means the company, firm or person who agrees to buy (and/or hire) the Goods/services from the Company.

“Data Protection Legislation”: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

“Data Subjects”: for the purpose of these Conditions of Sale include all living individuals about whom the Company holds Personal Data on behalf of the Customer.

“The Goods” means the goods which the company is to supply in accordance with these Conditions. Any reference to “The Goods” shall, where appropriate, include a reference to part of them.

“Personal Data”: has the meaning given in the Data Protection Legislation.

“The Price” shall mean the purchase price as stated in the Company’s quotation.

“The Delivery Point” shall mean the location for delivery of the Goods specified in the Company’s quotation or order confirmation.



FORMATION OF THE CONTRACT

These Conditions of Sale form the whole agreement between the Company and the Customer and no other express terms, written or oral shall be incorporated into the contract.

These Conditions of Sale override any other terms which the Customer may subsequently seek to impose.

Any statement by an employee or representative (other than a director) of the Company to:

- vary any of these terms or introduce any other terms, written or oral, into the contract.
- give any advice, make any representation, agree any condition precedent or enter into any collateral contract.
- give any guarantee of delivery dates or times except in the case of Special Deliveries (Please see Special Delivery 6.3.1).

Shall not be binding on the Company unless confirmed by the Company in writing and signed by a director.

1. The Customer's order constitutes an offer by the Customer to purchase the Goods from the Company on these Conditions and the contract between the Company and the Customer is made by the Company's acceptance of the Customer's offer.

PRICES

2.1 Any quotation given by the Company is valid for 14 days only unless otherwise stated therein.

2.2 The Price of the Goods is exclusive of VAT or any other customs duty or sales tax which may be added as required by rules or regulations currently in force, which shall be paid in addition at the rate prevailing on the date of the VAT invoice.

2.3 The Company reserves the right to make an additional charge in respect of preparation of working drawings or designs which are necessary for processing the Customer's order or are requested by the Customer including, but not limited to, drawings for use by the Customer in connection with other associated building work or trades. Any such drawings produced by the Company for the Customer will remain the property of the Company until such time as the job to which the drawings refer is paid for in full by the Customer. Where the Customer does not have an account with the Company these charges will be payable in advance.

2.4 Any site surveys required by the Customer will be fully chargeable by the Company at a rate agreed between the Company and Customer. Where the Customer does not have an account with the Company these charges will be payable in advance.



MATERIALS

- 3.1 All orders are accepted by the Company subject to materials and components being available to the Company from its suppliers and by accepting an order the Company does not give a warranty as to availability.
- 3.2 The Company reserves the right to vary the agreed specification of materials used if, in its opinion, the finished product will be of an equivalent or higher standard.
- 3.3 Goods that are of special request or have been modified on request by the Customer are non-returnable or cancellable after order.

PAYMENT

- 4.1 Except in the case of customers with a pre-agreed credit facility, the Goods shall be paid for in full prior to delivery and/or commencement of work by the Company, or on collection, as may be agreed by the Company.
- 4.2 The Company may, in its sole discretion, agree with a Customer a credit facility, in which event:-
- 4.2.1 The Company will manufacture and supply Goods of an invoice value up to the limit of the agreed credit.
- 4.2.2 The Company will invoice the Customer upon delivery of the Goods and the invoice will be payable by the end of the month following the month in which delivery is made unless a contrary arrangement is agreed in writing by the Company.
- 4.3 If the Customer fails to pay for the Goods by the due date the Company may:-
- 4.3.1 Under the terms of the Late Payment of Commercial Debts (Interest) Act 1998 will levy interest and late payment compensation fees on overdue debts at the levels ruling at the time the debt is incurred and beyond judgement.
- 4.3.2 Withhold manufacture or supply of any goods due to the customer and the right to charge for all work done even if not completed or invoiced
- 4.3.3 Appropriate any payment made by the Customer to such of the Goods (including goods supplied under any other contract with the Customer) as the Company may in its sole discretion think fit.
- 4.3.4 Require immediate payment in respect of all other goods delivered to the Customer notwithstanding any other payment terms that may have previously applied.
- 4.3.5 Terminate any or all contracts between the Company and the Customer.



4.4 The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set off or counterclaim for reason whatever. Specifically, all payments to be due without any deductions except agreed credits or overpayments.

4.5 In addition to any right of lien to which the Company may by law be entitled the Company shall be entitled to a general lien on all goods of the Customer in the Company's possession (even if such goods or some of them have been paid for) for the unpaid price of the Goods.

4.6 The company shall have the right of set off for amounts owed to the Customer against amounts owed by the Customer.

4.7 All quotations provided by the Company to the Customer or orders placed with the Company by the Customer will, at all times be subject to: –

4.7.1 No Retentions of any kind

4.7.2 No Liquidated Ascertained Damages

4.7.3 No Main Contractor Discounts

4.7.4 No Additional Discounts of any description

Any monies deducted by the Customer for the above reasons will be recoverable in full by the Company plus an administrative charge of £50

4.8 If for any reason any payment is not made when due the Company reserves the right to be paid on an indemnity basis any costs the Company incurs in recovering any money due under this contract (and the costs of recovering such costs) including the Company's administrative costs and any costs incurred with lawyers or debt collection agencies and costs associated with overdraft/bank or lending charges. These charges will, at all, times, be advised to the customer at the time. The Company's administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating the Company's administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.

If proceedings are issued a minimum contribution of £250 (in addition to the fixed costs of issue) will be claimed towards any costs incurred with lawyers



DELIVERY

5.1 Delivery shall be deemed to take place at the moment of discharge from the Delivery vehicle at the Delivery Point, or in the event that the Customer collects and/or transports the Goods from the Company, the moment of loading onto the Customer's or Customer's contractor's vehicle or handing to the Customer.

5.2 The Company may deliver by separate instalments, each of which may at the Company's option be invoiced and paid for as a separate contract.

5.3 Except in the case of Special Deliveries, statements as to the time(s) and date(s) for delivery of the Goods shall be treated as estimates only. Time shall not be of the essence of the contract nor may be made so. The Company does not guarantee to meet any quoted delivery dates and the Customer shall not be entitled to refuse delivery or compensation because of the delay.

5.3.1 Special Deliveries: -

This service guarantees delivery to a prearranged specification and price. In the event of the Special Delivery service failing to meet the agreed specification, except where any such non-delivery or late delivery resulted from an event beyond the reasonable control of The Company or its delivery service provider, then if the customer can prove late delivery. The Company will credit an amount up to but not more than twice the Special Delivery Charge excluding normal delivery charges.

5.4 The Company will refuse to delivery any Goods over roads or other ground which the Company considers unsuitable and any resultant abortive costs incurred will be paid by the Customer to the Company.

5.5 It is the Customer's responsibility to advise the Company of any delivery/off-loading restrictions (e.g. Red Routes in London) and any additional costs incurred in delivery of the Customers order will be chargeable.



PROPERTY

6.1 Ownership of the Goods remains with the Company and will not pass to the Customer until the earlier of the following events: -

6.1.1 the Company is paid for all the Goods and no other amounts are owed by the Customer to the Company in respect of other goods supplied by the Company, or

6.1.2 the Goods are permanently incorporated in other goods, or

6.1.3 the Goods are subjected to a manufacturing or construction process (which shall exclude decoiling, cutting, slitting, punching, binding or rebundling).

6.2 If the Customer is overdue in paying for the Goods or any other Goods supplied by the Company, the Company may, if still the owner recover and resell them. The Customer gives the Company irrevocable authority to enter the premises or land upon which the Customer is working or which the Customer owns or leases for this purpose. This does not affect any other right of the Company.

6.3 Until the Customer has paid the Company for the Goods and all other goods which the Company has supplied to the Customer:-

6.3.1 The Customer holds the Goods on trust for the Company

6.3.2 If the Customer sells the Goods, the Customer shall hold the proceeds of sale on trust for the Company in a separate bank account.

6.3.3 The company may trace the proceeds of sale that the Customer receives into any bank or other account which the Customer maintains.

6.3.4 If the Customer sells the Goods, the Company may, by written demand, require the Customer to assign to the Company the Customer's rights to recover the price from its purchaser.

6.3.5 The Customer must not assign to any other person any rights arising from a sale of the Goods without the Company's written consent.

6.4 Risk in the Goods passes to the Customer upon delivery.

6.5 The Customer must insure the Goods against all insurable risks for the price due to the Company for the Goods.

6.6 If the Goods are destroyed by an insured risk before the Customer has paid for them, the Customer shall hold the insurance proceeds as the Company's trustee.



ACCEPTANCE

The Customer shall be deemed to have accepted the Goods upon delivery and it shall be conclusively agreed that the Goods are in accordance with the contract unless:-

7.1 Within 5 days after delivery and prior to their use or resale the Customer serves on the Company a written notice specifying the alleged defect in the quantity, quality or state of the Goods which would be apparent upon careful inspection or by such testing as it is reasonable in all the circumstances for the Customer to undertake and thereafter provides the Company with a reasonable opportunity of inspecting or testing the Goods before they are used or resold.

7.2 In the case of delivery by a third party carrier within twenty-four hours after delivery and prior to their use on re-sale the Customer gives the Company verbal or written notice specifying the matters required under 8.1 above.

The Customer must refuse parcels delivered in a damaged condition.

7.3 If the alleged defect in the quality or state of the Goods would not be apparent upon careful inspection or reasonable testing the Customer serves on the Company written notice of such defect forthwith upon its discovery, and in any event not more than 6 months after delivery, specifying the matters complained of and affording the Company a reasonable opportunity of inspecting or testing the Goods.

7.4 The Company may in its absolute discretion require the return of the Goods and such return/collection shall not be constructed as an admission of any liability.

SPECIFICATION

8.1 The Customer shall be solely responsible for the accuracy of any drawings, specifications, dimensions, quantities, fittings, specifications of other information supplied to the Company by the Customer, its employees or agents and in conformity with which the Company is to supply the goods or is to apply any process or service in relation to goods of the Customer notwithstanding that the Company may have examined inspected, studied or commented to the Customer upon any such drawings, specifications, dimensions, quantities, specifications or other information.

8.2 In addition or subject to any other warranty or condition previously agreed in writing, the Company warrants that, subject of the terms of Clause 9, the goods are of satisfactory quality and correspond, within reasonable tolerance levels, to the quantity ordered and to the Company's specification or description of the Goods.



8.3 The Goods will only be supplied, within the tolerances stated in the current British Standard or European Standard for the appropriate product, where such a standard exists, of if it has been expressly requested in writing by the Customer and expressly specified by the Company on its delivery note and invoice.

8.4 Any statement in a British or European Standard as to suitability of the Goods for any purpose is excluded.

8.5 Except as provided in Clause 9.2 all terms, conditions, warranties or descriptions implied by law or expressed orally by the Company's employees or agents or otherwise, as to the quantity, quality or fitness for the purpose of the Goods or their conformity to any samples or description provided by or on behalf of the Company are expressly excluded, except where the Goods are of a type ordinarily bought for private use and the Customer is not buying or holding out as buying the same in the course of business.

8.6 The Company shall not be responsible for the accuracy or suitability of any drawing design or specification supplied by the Customer to the Company in relations to the Goods notwithstanding that the Company may have inspected, commented or relied upon the same in the manufacture and/or supply of the Goods.

DEFECTS

Subject to Clause 11 below, provided that the Customer has complied with Condition 8, if the Goods or any part thereof are defective in quality or state or otherwise not in accordance with the contract then if the Company and the Customer do not agree that the Customer shall accept the Goods at a revised price or that the Goods should be made good at the Company's expense the Company will accept the return of the Goods by the Customer and at the Customer's option either:-

9.1 repay or allow the Customer the invoice price thereof and any reasonable costs incurred by the Customer for the purpose of transporting the Goods back to the Company, or

9.2 replace the Goods by delivering replacement goods as soon as reasonably practicable and in all other respects in accordance with the contact.



COMPANY LIABILITY

10.1 The Customer shall have no right of rejection of the Goods and the Company shall have no liability for negligence or breach of contract except as provided in Clause 10, which clause is in substitution for any other legal remedy of the customer.

10.2 The Company shall have no liability for ascertaining whether the Goods are suitable or reasonably fit for the purpose for which they were ordered or for any other advice it may give whether by itself, its employees or agents as to the application or suitability of Goods for any purpose whatsoever.

10.3 The Company shall not be liable for breach of contract attributable directly or indirectly to circumstances beyond the Company's reasonable control, including but not limited to war, rebellion, strikes, lockouts, breakdown of plant or government.

10.4 The Company shall not be liable for any loss or damage to the Goods in transit that are at the Company's risk where the Customer's packing and protection specification differs from that recommended by the Company.

10.5 The Company shall have no liability in contract or in negligence or otherwise for consequential loss, indirect loss, or economic loss, howsoever arising. This exclusion would include but is not limited to loss of profit, loss of contracts, and damage to the property of the Customer or a third party.

10.6 The provisions of Clause 11 do not apply:

10.6.1 to claims for death or personal injury to persons arising out of the Company's negligence

10.6.2 to claims for breach of warranty of title implied by law.

10.6.3 to claims for related fraudulent activity



INSOLVENCY

If the Customer:-

11.1 Being a company,

11.1.1 has a petition presented for its winding up; or

11.1.2 passes a resolution for voluntary winding-up (other than for the purpose of a bona fide amalgamation or reconstruction); or

11.1.3 enters into a voluntary arrangement with its creditors; or

11.1.4 becomes subject or an administration order; or

11.2 Being an individual or firm:

11.2.1 becomes bankrupt or insolvent; or

11.2.2 enters into a voluntary arrangement with creditors;

Then the Company shall be entitled to treat the contract as being at an end or suspend any further deliveries under the contract. If the Goods have been delivered but not paid for, the price shall become due immediately regardless of any previous agreement to the contrary.

WAIVER

The rights of the Company and the Customer shall not be prejudiced or restricted by any indulgences or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

ASSIGNMENT

The contract shall not be assigned by the Customer to any third party without prior written consent of the Company.



INTELLECTUAL PROPERTY

The Customer shall indemnify the Company against all action, proceedings, claims, costs and expenses which may be brought against or incurred by the Company by reason of its supplying the Goods or applying any process or service in relation to goods of the Customer in accordance with any drawings, specifications or other information whether or not if alleged in such actions, proceedings and claims that any patent mark design copyright or other intellectual property or other exclusive right of any third party has been infringed.

PERSONAL DATA

12.1 The Company will use Personal Data given by the Customer to:

- (a) register the Customer as a new customer.
- (b) supply the Goods.
- (c) process payments and otherwise comply with its obligations in these Conditions of Sale/the contract.
- (d) give information about the Goods.
- (e) manage the Company's relationship with the Customer; and
- (f) give information about other products and/or services that the Company may provide (but the Customer may stop receiving this at any time by contacting the Company).

12.2 The Company will hold and process Personal Data in accordance with its privacy policy, a copy of which is available on its website.

12.3 The Customer and the Company will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

12.4 The Company is the data controller and responsible for the Customer's Personal Data.

12.5 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration of the Contract.



12.6 The Company shall, in relation to any Personal Data processed in connection with the performance of the Contract:

- (a) process that Personal Data in accordance with its privacy policy or on the written instructions of the Customer unless the Company is required by law to process the Personal Data.
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- (d) only transfer any Personal Data outside of the European Economic Area where the following conditions are fulfilled:
 - (i) appropriate safeguards are provided in relation to the transfer.
 - (ii) the Data Subject has enforceable rights and effective legal remedies.
 - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Company complies (where possible) with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) respond to any reasonable request from a Data Subject and ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach; and
- (g) at the written direction of the Customer but subject always to the Company's privacy policy, alter the Customer's preferences regarding marketing or delete or archive the Personal Data of the Customer.



12.7 The Customer consents to the Company appointing third-party processors of Personal Data under the Contract. The Company confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 17. As between the Customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause

PROPER LAW

The contract shall be governed by English Law and the non-exclusive jurisdiction of the English Courts.

BS QUALITY STATEMENT

The Company is committed to a comprehensive quality assured system following the guidelines set out in BS EN ISO9001:2008 which aims to provide consistent service, giving quality materials correctly, first time every time.

Explanation of *Codes:

*A Quality Assured sourced material with lot-traceability

*B Quality Assured sourced material

*O Non Quality Assured material

In the absence of any code the product shall be deemed outside the scope of registration.

Telephone calls may be recorded for training and/or security purposes.

The following provisions are supplemental to and vary our Conditions of Sale and apply specifically to dealings between the Company and Customer via the Internet:



FORMATION AND TERMS OF CONTRACT

- 1.1 No contract shall subsist between the Company and the Customer until the Company accepts by e-mail the Customer's order.
- 1.2 Acceptance of an order will be deemed complete and effectively communicated to the Customer at the time the Company sends an acceptance e-mail to the Customer.
- 1.3 All descriptions and illustrations contained in this web site or any price list or other information communicated to the Customer are intended merely to present a general idea of the Goods, and do not form any part of the contract between the Company and the Customer.
- 1.4 Prices shown on the Company's web site may differ from those contained in the Company's published price list and apply solely to Goods ordered via the web site.
- 1.5 For the avoidance of doubt any contract formed between Customer and Company will be subject to English Law and both parties submit to the non-exclusive jurisdiction of the English Courts.

LIABILITY

- 2.1 The Company will take reasonable steps to ensure confidentiality of the Customer's data within the terms of the Company's Privacy Policy.
- 2.2 Save as set out in 2.1 the company does not accept liability for the security of e-mails or data transferred over the Internet.
- 2.3 The Customer shall keep confidential all passwords nominated for use in connection with use of the Company's web site. The Company may disclose any information in connection with the Customer's accounts to anyone who correctly quotes the Customer's password.
- 2.4 The Company's exclusion of liability contained at clause 11.5 of its Conditions of Sale shall extend to any direct, indirect or consequential damage, loss, expense or claim arising from use of the Company's web site or any transfer of data between the Company and Customer by e-mail or attachment or otherwise including but not limited to damage caused by any virus or trojan horse.



INTELLECTUAL PROPERTY

3.1 All web site design, text, graphics and the selection and arrangement thereof and all software compilations, source codes software and other material on the Company's web site are the copyright of the Company.

3.2 The Customer may electronically copy and print to hard copy portions of the Company's web site for the sole purpose of conducting legitimate business with the Company.

3.3 Reproduction or other use of materials on the Company's web site other than as set out above is strictly forbidden without written permission of the Company.