

1. General

- 1.1 These Terms and Conditions shall apply to all contracts for the supply of goods and/or services by Steel City FSE. This Agreement is the only form of contract between the Parties and any Customer terms and conditions will not apply unless expressly agreed in writing. By submitting an Order, the Customer agrees to apply the terms and conditions of this Agreement in priority over any other agreement between the Parties except previously agreed Credit Account terms and conditions which, where conflict arises, take precedence over this Agreement.
- 1.2 Where it is agreed that Steel City FSE shall supply goods and/or services, the goods and/or services to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms and Conditions.
- 1.3 No changes or variations to these Terms and Conditions or any Purchase Order shall be effective unless agreed in writing between the parties.
- 1.4 Any Order is subject to acceptance by Steel City FSE. Steel City FSE is not obliged to accept any Order or to justify refusal of the same.

2. Price and Payment

- 2.1 Unless otherwise stated, all prices quoted exclude Value Added Tax ("VAT"). Any such VAT shall be charged in accordance with the relevant regulations in force at the time of the Order.
- 2.2 An invoice shall be produced by Steel City FSE to the Buyer in accordance with the terms set out in the Purchase Order. The Buyer shall pay for the goods and/or services at the end of the month following the month in which the goods and/or services are supplied or in which the invoice is received, whichever is the later. In no circumstances shall the time for payment be of the essence of the Agreement.
- 2.3 In the event of late payment by the Buyer, Steel City FSE reserves the right to charge interest at 8% above the base lending rate of the Bank of England calculated monthly on late or overdue payments by the Customer.
- 2.4 If the parties agree that Steel City FSE is to provide goods and/or services or resources in addition to those specified in a Purchase Order, then such agreement will be reflected in a further Purchase Order, which will be deemed incorporated into this Agreement.
- 2.5 Once a Purchase Order has been agreed by the Buyer the price for the goods and/or services shall be fixed.

3. Warranty and Returns

- 4.1 Steel City FSE warrants and guarantees that all goods and materials supplied under this Agreement shall be free from any defects, patent or latent, in material and workmanship, conform to applicable specifications and drawings and, to the extent that detailed designs were not provided to the Buyer, will be free from design defects and in every aspect suitable for the purposes intended by the Buyer, as to which Steel City FSE hereby acknowledges that it has had due notice.
- 4.2 Where there is a breach of the warranty contained in this Clause by Steel City FSE, the Buyer, without thereby waiving any rights or remedies otherwise provided by law and/or elsewhere in this Agreement, may require Steel City FSE to repair or replace the defective goods at Steel City FSE's risk and expense or repay the price or part of the price relating to the defect to the Buyer.
- 4.3 Items repaired or replaced shall be subject to these Terms and Conditions in the same manner as those originally delivered under this Agreement. If Steel City FSE refuses or fails promptly to repair or replace items when requested under this provision, the Buyer may itself, or through an agent or sub-contractor, or otherwise, repair or replace any item itself and Steel City FSE agrees to reimburse the Buyer for any costs or expenses incurred.

4. Delivery and Inspection of Goods

- 4.1 The Buyer shall inspect the goods upon delivery. If there are any damages or defects, this must be reported to Steel City FSE within 24 hours of receipt of delivery.
- 4.2 Where goods are damaged the Buyer shall notify Steel City FSE. The Buyer may reject the damaged goods. During the period between delivery of the goods to the Buyer and collection by Steel City FSE, the Buyer shall not be liable for any loss or further damage caused to the damaged goods.
- 4.3 The Buyer may accept excess goods by notifying Steel City FSE of such acceptance and the price of the excess goods shall be payable by the Buyer.
- 4.4 The Buyer's signature on any delivery note is evidence of the number of packages received only and not evidence of the correct quantity of goods received or that the goods are in a good condition or of the correct quality.
- 4.5 Risk in the Goods transfers to the Buyer at the time of delivery but title will not pass until payment has been made in full for the Goods in question
- 4.6 Goods delivered are used, stored, and installed at the Customer's own risk and Steel City FSE will not be liable for any damage, loss or disruption caused by the same. Where installation/disconnection services have been ordered by the Buyer, further charges, terms, and conditions may apply as communicated by Steel City FSE to the Buyer before delivery.

5. Termination

- 5.1 Steel City FSE reserves the right, by notice to the Customer, to cancel or suspend any Order where payment has not been received.
- 5.2 Steel City FSE reserves the right to cancel any Order and/or terminate this Agreement if the Customer cannot pay its debts or becomes bankrupt or has a winding-up order made or appoints an Administrator, Liquidator, Receiver or similar is appointed over the whole or a substantial part of the assets and undertaking of the Customer.

6. Retention of title

- 6.1 The title to all Goods delivered by Steel City FSE (hereafter the Seller) or arranged by the Seller from third part to the Buyer shall remain vested in the Seller until the full payment of all accounts receivable by the Seller from the Buyer for any reason whatsoever provided that under current account arrangements the title so retained shall be deemed to be security for any balance owed to the Seller. The Buyer shall not dispose of any of the Goods the title to which is so vested in the Seller ("Title Reservation Goods") other than in the Buyer's ordinary course of business provided that the Buyer shall no longer have the right so to dispose of any Title Reservation Goods if and as soon as the Buyer fails to make payments when payments are due. The Buyer shall not have the right to pledge or to transfer by way of security the title to any Title Reservation Goods. The Buyer shall be obligated to maintain the rights of the Seller if the Title Reservation Goods are sold by the Buyer to any third party under credit arrangements. The Buyer shall promptly notify the Seller of any lien of attachment, execution or garnishment or any seizure or the like relating to any Title Reservation Goods. The Buyer hereby assigns to the Seller and the Seller hereby accepts the Buyer's assignment of any title to payment for any of the Goods resold by the Buyer to any purchaser and any security received by the Buyer from any such purchaser for any such payment provided however that the Buyer shall, subject to any notice to the contrary given by the Seller, have the right to collect any such payment and to enforce any such security at its cost. Upon the request of the Seller, the Buyer shall notify the Seller of the debtors against which titles to payment so assigned are held, the securities provided therefore, the type and the amount of the debt of each such debtor and the type and the amount of each such security and deliver to the Seller all documents which may be necessary to collect any amount so owed by any such debtor. Upon notice to the Buyer, the Seller shall have the right to notify any such debtor of the assignment of the title to payment by the Buyer to the Seller hereunder
- 6.1 Third party transfer. The buyer has no right to transfer title to any other party and in which case whether known or not know by the seller. Steel City FSE reserve the right including entry into any third party premises to recover good that remain outstanding balance of any amount.
- 6.2 Steel City FSE reserves the right to reclaim goods to more than the original value of sale to offset any depreciation of the assets value.



Food Service Equipment

7. Limitation of Liability

- 7.1 The Customer agrees that Steel City FSE will not be liable for any losses or damage suffered by the Customer including but not limited to damage neighbouring or connected items or premises, consequential loss, loss of business, business interruption or loss of time due to the use or purchase of the Goods by the Customer. Steel City FSE will not be liable for any additional damage caused by the Customer's failure to report a fault or defect in good time or failure to provide reasonable access to the Goods for repairs, service, or engineer visits.
- 7.2 Goods sold are not insured for delivery unless otherwise confirmed by Steel City FSE.