



## Terms & Conditions

Company Registration No: 15547811

### 1. Definitions

- (1) West Country Steel Sheets Ltd means West Country Steel Sheets Ltd also referred to "we" or "us" in these terms and conditions.
- (2) "Normal Working Hours" means 8.30am to 5pm on a Working Day.
- (3) "Working days" means Monday to Friday, excluding Bank or other Public holidays.

### 2. Orders

- (1) All contracts of sale made by West Country Steel Sheets Ltd shall be deemed to incorporate these terms and conditions which shall prevail over any other terms from the party ("the Customer") with whom West Country Steel Sheets Ltd is dealing. Nothing in these terms and conditions is intended to impinge upon a Customer's statutory or contractual rights to reject faulty goods.
- (2) All orders are subject to acceptance and to availability of the goods ordered.

### 3. Prices

- (1) Goods and services together with VAT are invoiced at the price agreed at time of order.

### 4. Delivery, Title and Risk

- (1) West Country Steel Sheets Ltd shall use reasonable endeavours to despatch goods by the date agreed with the customer but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control such as delays caused by delivery companies or manufacturer lead times.
- (2) West Country Steel Sheets Ltd does not accept liability for shortages or damage to deliveries unless the Customer notifies West Country Steel Sheets Ltd of the shortage or damage in writing within 3 days of receipt of the delivery.
- (3) Delivery is deemed to take place when the goods are delivered to the Customer's nominated address whereupon the risks of loss and all damage and all other risks shall pass to the Customer.
- (4) Title in the goods does not pass to the Customer until payment is received in full by West Country Steel Sheets Ltd. The Customer authorises West Country Steel Sheets Ltd or their nominated agents to enter onto the Customer's premises to recover West Country Steel Sheets Ltd goods in the event that payment is not made in accordance with these Terms and Conditions of trading by the Customer.
- (5) Upon delivery of the goods, the Customer will be asked to ensure that the goods delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the goods this should be noted on the Proof of Delivery. The Customer must notify West Country Steel Sheets Ltd within 3 days of delivery of any discrepancies.

### 5. Payment

- (1) Payment is due 60 days from the end of the month of invoice except in the case of transactions where different terms are agreed in writing.
- (2) If payment is not made on the due date West Country Steel Sheets Ltd reserves the right to charge interest at 3% above base lending rate from thereafter.

## 6. Extent of Liability

(1) In its dealing with its Customers, West Country Steel Sheets Ltd shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships, loss of data and other financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods which we may be liable to refund to you in whole or in part if the goods are faulty or do not comply with their description). West Country Steel Sheets Ltd liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

(2) Nothing in this agreement shall limit West Country Steel Sheets Ltd's liability for death or personal injury caused by its negligence.

## 7. General

(1) If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

(2) Any waiver of a breach of this Agreement must be in writing.

(3) Any variation of this Agreement must be in writing and signed by a duly authorised West Country Steel Sheets Ltd officially.

(4) The headings are for convenience only and shall not affect the interpretation of this Agreement.

(5) Any notices given under this Agreement shall be in writing and sent (a) by first class pre-paid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by e-mail to the last notified e-mail address of the party.

(6) These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the non-exclusive jurisdiction of the English courts.

(7) West Country Steel Sheets Ltd may at its discretion record telephone transactions for staff training and quality control purposes.

### Retention of title:

(1) The title of goods shall not pass to the customer until payment has been made of the full contract price and in case of non-payment we shall be entitled to possess or trace the goods or the proceeds of sale in your hands or in the hands of any liquidator or receiver. Disputes to be notified in writing within 3 working days of invoice date.