

# **Terms & Conditions of Trading**

## **1. GENERAL**

Henry T. Billson (Kettering) Limited, trading as Billson Steel (hereinafter called "the Company") undertake business on these terms and conditions, which shall be deemed to be incorporated into any contract between the Company and any other person or Company (hereinafter referred to as "the Customer"). No servant, agent or representative of ours has any authority to waive, vary, add to, omit or otherwise alter these terms and conditions.

## **2. QUOTES**

(a) The Company's quotations remain valid for 14 days and shall not constitute an offer and shall not be capable of acceptance as such unless otherwise agreed in writing by the Company.

(b) The Customer's order whether based on the Company's quotation or otherwise, shall be considered an offer and shall not be binding on the Company unless accepted either verbally or in writing.

## **3. PRICE**

(a) All prices are based on rates for labour, materials, plant and general overheads supplied prevailing at the date hereof and the Company reserves the right to vary the price for the goods (in order to take into account any increase in the manufacturers prices, wages, salaries, cost of materials and other overheads and also increases by the steel mills) between the date of the quotation and completion of the contract.

(b) Prices include delivery unless otherwise stated and are subject to the addition of VAT.

## **4. PAYMENT**

(a) The due date for payment for all supplies for credit account customers shall be the last day of the month following date of invoice.

(b) As regards payment, time is of the essence.

(c) The Company reserves the right to call for a deposit not exceeding 50% of the price with the order and a further 25% prior to delivery of goods for all account customers.

(d) If the Customer shall default in making payment of all or part of any sums by the due date to the Company, the Company shall without prejudice to any other rights herein contained:-

(i) treat the contract as repudiated by the Customer and there upon the deposit (if any) shall be forfeited without prejudice to any right to recover damages for any loss or damage arising from such repudiation, or

(ii) to have the right to charge interest upon all sums not paid by the due date. This shall be calculated at a rate of 8% above the Bank of England Base Rate. In addition, the Company shall have the right to charge fixed sum compensation in accordance with the provisions of the Late Payment of Commercial Debt Regulations 2013.

(e) The Customer shall not be entitled to make any deduction from any monies due to the Company in respect of any alleged set off or Counterclaim unless both the validity and the amount has been expressly admitted by the Company in writing.

## **5. DELIVERY**

(a) Stated delivery dates are estimates only and the Company shall not be liable for any loss or damage suffered by the Customer by reason of any failure to comply therewith, nor will any such delay entitle the Customer to repudiate the contract. Time shall not be of the essence.

(b) If the Customer or their representative cannot be present during the delivery of goods and instruction has been given to the Company to leave the goods in a specified location this will not form part of the contract. The Company will endeavour to fulfil this request but if not practical the Company will leave the goods in a reasonable place on the Customers premises or at an address nominated by the Customer.

(c) If the Company cannot complete the delivery through no fault of their own, the Company reserve the rights to charge for addition attempts to deliver the goods.

## **6. TITLE AND RISK**

(a) The goods shall be at the Customers risk from the time of delivery and delivery shall be deemed to take place at the moment the goods are lifted from the delivery vehicle at the customers premises or an address nominated by the customer. Where goods are to be collected by the Customer or Customers Agent the risk shall pass when the goods are loaded onto the vehicle collecting them.

(b) The property in and the legal and beneficial ownership of the goods sold by the Company shall remain in the company until the Customer has paid the full price thereof.

(c) In the aforementioned circumstances, the company shall be entitled at any time until re-sale of the goods to re-take possession of the goods without prior notice to the Customer, entering upon the Customers premises for this purpose if necessary.

(d) If any of the goods are incorporated in or used as materials for other goods before payment of all that is owing to the Company under the contract, the property shall be vested in the Company and the Customers shall hold all such other goods as trustee for the Company.

(e) In the event of the customer selling or otherwise disposing of the goods or such other goods or incorporate the goods before he has paid all that is owing to the Company under the contract then the Customer shall hold all such money he receives as trustee for the Company in an account separate and identifiable from other monies of the Customer until payment in discharge of the debt due from the Customer to the Company.

## **7. NOTIFICATION OF CLAIMS**

(a) All claims for non-delivery of any part of a consignment shall be made in writing to the Company (and not on the carriers delivery note) within 7 days of the date of delivery of the part consignment.

(b) All claims for non-delivery of a whole consignment shall be made in writing to the Company within 7 days of the date of the Company's invoice.

(c) All claims for damaged or defective goods which would be apparent on a reasonable examination shall be made in writing to the Company (and not on the carriers delivery note) within 7 days of the date of delivery of the part consignment.

(d) All claims for damage or defective goods which would not be apparent on a reasonable examination shall be made within 3 months after receipt of the goods and that upon discovery the Customer shall immediately notify the company in writing of the matters complained of provided that such claim if made shall be before their incorporation in any thing, structure or construction.

(e) No claims shall be accepted by the Company if the Customer fails to comply with this condition and also fails to give the Company opportunities to reweigh, recount or inspect. The Company shall have the right to either replace or renegotiate the Invoice Price where a claim is made under the above condition

## **8. CANCELLATION/SUSPENSION**

(a) The Company shall not be liable for any loss or damage caused by delay in the performance or non-performance of the contract where the same is occasioned by any cause whatsoever beyond the Company's control (force majeure) and in any event the Company may suspend the supply or delivery of goods until resumption of work, and may extend the agreed period of delivery to cover such time as is lost by the circumstances stated above, or may without any liability whatsoever suspend or cancel (either immediately or at any time after suspension under this condition) any or all of its obligations then unperformed.

(b) If the Customer shall enter into any composition or arrangement with their creditors or if being an incorporated Company they shall have a Receiver appointed, or shall pass a resolution for Winding-up, or a Court shall make an Order to that effect, or if not being an incorporated Company they shall have a Receiving Order made against them, or if there shall be any breach by the Customer of any terms and conditions hereof the Company may without prejudice to their rights and remedies cancel the contract and in the case of the contract of sale, resell the goods and any loss sustained on the re-sale shall be paid to the Company by the Customer.

## **9. LIABILITY**

(a) Goods specified as prime material will be sold to the normal tolerances of the steel industry and relevant British or other standard specification.

(b) Products are sold on the basis of weighed weight, calculated weight or measured metres according to the Company's practice at the time of sale.

(c) The Company reserves the right to supply 15% more or less than the exact quantity ordered for each item.

(d) Where weighed weight is chargeable, the count is not guaranteed. Any claims based solely on count cannot be accepted. Re-sheared materials are charged on the basis of gross weight before re-shearing and charged accordingly. Offcuts will only be supplied at the customers specific request.

(e) Save as herein provided and save for liability for death or personal injury resulting from Negligence or save for such liability as cannot be excluded or restricted, the Company shall be under no liability whatsoever to the Customer whether founded in Contract, Tort Common Law, Statute or arising from Negligence of the Company, its servants or agents in respect of or in connection with any claim or claims under or in connection with this contract however arising.

## **10. EXCLUSION CLAUSE**

The Company does not hold out or warrant goods being fit for any particular purpose whether made known to the Company or not. The Customer must not rely on the Company's skill or judgement in relation to the fitness of materials for any purpose. If the customer requires assistance on the fitness of any goods for any purpose he should seek the appropriate professional or expert advice. The Company's staff are not authorised to express any opinion or make any representation as to the quality or the fitness of any goods for any purpose and any such opinions or representations as may be expressed by them are not binding on the Company.

## **11. EXAMINATION**

The Customer must examine carefully the goods before he collects them and he must then sign a delivery note. Collection acceptance of materials by the Customer shall be conclusive evidence that he has so examined them and that they are free of defects which such examination ought to reveal.

## **12. TEST CERTIFICATES**

The Company has no facilities for mechanical or metallurgical examination of its stock or of material supplied to it and issues no mechanical or metallurgical test certificates. If requested by the Customer the Company will supply to the Customer a copy of any test certificate which may have been given to the Company by its suppliers if available but the Company does not warrant the accuracy of any such certificate and accepts no liability in respect thereof or for any loss resulting from an inaccurate or incorrect certificate.

## **13. PATENTS**

The Customer is to indemnify the Company against any claims whatsoever for damages and costs against all liability in respect of any infringement of patent rights resulting from compliance with the Customers instructions express or implied.

## **14. ATTENDANCE ON SITE**

If any work including attendance is undertaken by the Company on the customers premises or nominated address in connection with an order then the Customer shall indemnify the company in respect of all claims or proceedings taken against the Company by any third party including but not limited to the Company's employees the Customers employees or the employees of any contractor employed by the Customer or the personal representatives or dependants of such employee or other third party in respect of personal injury or damage to property (including damage as a result of fire or explosion) caused by or arising out of the work in any manner whatsoever.

## **15. INTERPRETATION**

The contract between the Company and the Customer shall in all respects be construed and operate as an English Contract in conformity with English Law.

British Steel Limited are one of our principle suppliers and their terms and conditions of supply are relevant to virtually all materials that we supply and are also passed on within our terms and conditions. A copy is available at <http://britishsteel.co.uk/terms-conditions/>