

# Roofing & Cladding, Tile Effect & Roof Decking

## 1 : Application

These conditions of supply of goods and services of Firth Steels Limited govern all orders to and contracts with Firth Steels

Limited for the supply of goods and services and override any other terms or conditions stipulated, incorporated or referred to by the Customer so that these Conditions of supply of goods and services, except where they are varied by Firth Steels Limited in writing, are the only conditions upon which Firth Steels Limited supplies goods or service. No alteration or modification is accepted in writing by a duly authorised officer of Firth Steels Limited.

## 2 : Drawings, Dimensions, colours and Quantities etc

(a) Any drawings or details of quantities or other information supplied by Firth Steels Limited must be treated as approximate and shall be subject to verification by the Customer and in the event of any alteration, modification or amendment thereto after quotation Firth Steels Limited reserves the right to alter, modify or amend its quotation accordingly.

(b) Firth Steels Limited reserves the right to alter or change dimensions of the goods supplied within reasonable limits having regard to the nature of the goods. Dimensions specified by Firth Steels Limited are to be treated as approximate only unless the Customer specifically states in writing that exact measurements are required.

© Any colour requirements should be specified by the Customer and if matching to existing the full colour specification and code numbers which are relevant should be given to Firth Steels Limited. Any claim for colours not matching the existing will not be accepted unless full details are known to Firth Steels Limited prior to accepting the order.

## 3 : Quotations and Prices

(a) Quotations shall be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by Firth Steels Limited within such period at any time by written or oral notice.

(b) Firth Steels Limited reserves the right to vary its prices without notice and unless otherwise agreed in writing prices shall be those ruling at the date of delivery. This condition does not apply to fixed price quotations expressed as

such which shall specifically exclude any increases in Firth Steels Limited's prices that may be occasioned by the increase or imposition of any duty or tax by adjustment or alterations in currency rates of exchange.

## 4 : Delivery

(a) Time for delivery is given as accurately as possible, but is not guaranteed. The customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.

(b) Should despatch or delivery of goods or part of them be delayed or prevent from any cause whatsoever beyond Firth Steels Limited control or for a reason attributable to the Customer or its Customer or agents then, at Firth Steels Limited option, either the contract or any unfulfilled part thereof shall be terminated or Firth Steels Limited may extend time for delivery until a reasonable period after such cause shall in have ceased in which event the Customer shall be responsible for all shortages and other costs incurred by Firth Steels Limited in connection therewith. Any termination shall not prejudice the rights and obligations of either party in respect of any part of the contract already completed.

(c) Unless otherwise agreed delivery shall take place at the works of the Customer or at a site nominated by the Customer or on a hard road as close as possible thereto. The Customer shall be responsible for providing labour and facilities at the delivery point for the unloading of goods ordered by him, and shall indemnify a Firth Steels Limited against all claims whatever arising from such unloading operations. Firth Steels Limited reserves the right to its drivers and carriers to refuse to take their vehicles on to a nominated site if in the opinion of the driver or carrier the site conditions are such as to constitute a danger to the vehicles, the goods or any persons or property.

(d) Failure by the Customer to take delivery of or to make payment in respect of any one or more instalments of goods delivered hereunder shall entitle Firth Steels Limited to treat the whole contract as repudiated by the Customer.

## 5 : Property and Risk

(a) The risk in the goods shall pass to the Customer when Firth Steels Limited delivers the goods in accordance with the terms hereof whether to the Customer or to any other person to whom the Customer has been authorised by Firth Steels Limited to deliver the goods. At that point, the Customer shall insure the goods for their full invoice value at the Customer's expense.

(b) Notwithstanding the delivery of goods sold hereunder shall remain the absolute property of Firth Steels Limited (who shall retain the right to dispose thereof) until Firth Steels Limited has received payment in full of all sums which are or may hereafter become due from the Customer to Firth Steels Limited in respect of any presently existing contract between the parties or in respect of contract hereafter entered into the extent that payment

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## 5 : Property and Risk (Continued)

thereunder is due before the due date of payment of goods hereunder.

(c) Until the title of the goods, passes to the customer the relationship between Firth Steels Limited and the Customer shall be that of bailer and bailee.

(d) The Customer agrees to store the goods until they have been paid for in full in such a way that they are readily identifiable as the property of Firth Steels Limited.

(e) If payment in respect of any of the goods comprised in this contract is overdue in whole or in part or immediately upon the commencement of any actual proceeding relating to the Customer's solvency Firth Steels Limited may recover and/or resell the goods or any of them and may enter upon the Customer's premises by its servants or agents for the purpose.

(f) Nothing in this condition shall confer any right on the Customer to return goods supplied by Firth Steels Limited or to refuse or delay payment for them.

(g) If the goods or any part thereof are incorporated in or used as material for or in manufacturing other products before payment in full to the Company the property in full to the Company the property in the whole of such products shall vest in and remain with the Company until such payment has been made or such products have been sold as the case may be and all the Company's rights hereunder in relation to the goods and/or the proceeds of the sale thereof shall extend to such products. The Company's rights hereunder shall be in addition to any and all other rights it may have against the Customer at law or in equity.

## 6 : Payment and Lien

(a) Unless otherwise stated on Firth Steels Limited delivery note payment for the goods or services shall be made 30 days from the end of the month of delivery.

(b) Where goods are delivered by instalment separately and the Customer shall pay such invoices in accordance with these conditions. No disputes arising under the contract nor delays beyond the reasonable control of Firth Steels Limited shall interfere with prompt payment in full by the Customer.

(c) Failure by the Customer to make payment of any outstanding invoice in line with Firth Steels Limited payment terms will result in the Customer being charged interest on the amount outstanding at the rate of 8% per annum from the date the payment became due until the date of payment.

(d) Failure by the Customer to pay any invoices in accordance with Firth Steels Limited payment terms shall entitle Firth Steels Limited to treat such failure as a repudiation of the whole contract by the Customer and (without prejudice to any other right) to recover damages for such breach of contract and claim any legal fees that may be incurred. Any legal fees will be agreed by Firth Steels Limited and their instructed Solicitor at the time of instruction and will not under any circumstances be negotiable by the Customer.

(e) Firth Steels Limited shall have a general lien upon any goods of the Customer in its possession for any sum for the time being due to Firth Steels Limited from the Customer.

## 7 : Cancellation

Once an order has been duly accepted by Firth Steels Limited, cancellation by the Customer will only be accepted in the sole discretion of Firth Steels Limited subject to Firth Steels Limited being indemnified against all charges for work carried out and expenses incurred relating to the order prior to acceptance of the cancellation and against any loss (including loss of profit) which may be occasioned by such cancellation.

## 8 : Suspension or Termination of Contract

(a) If the Customer shall, in the sole opinion of Firth Steels Limited be unable to pay any sums he owes to Firth Steels Limited, Firth Steels Limited shall (without prejudice to any other rights) be entitled to demand security prior to delivery or the carrying out of any services either by payment in case or bank guarantee notwithstanding any terms of payment previously agreed and in the event that the Customer shall be deemed to have repudiated the contract and Firth Steels Limited shall be entitled to delay delivery of the goods indefinitely or refuse to commence any service or accept repudiation of the contract without liability.

(b) If the Customer commits any breach of these conditions or of the contract or if any distress or execution be levied or be attempted to be levied upon the Customer or his property or if the Customer shall make or offer to make any arrangement with creditors or commit any act of bankruptcy or if any petition receiving order in bankruptcy be presented or made against him or if a receiver be appointed over all or any of the assets of the Customer or if a winding-up-order the Customer or if the Customer goes into liquidation (otherwise than for the purpose of reconstruction or amalgamation) Firth Steels Limited shall without prejudice to any other rights and remedies it might have and without any liability have the right to immediately by notice in writing to:- suspend or terminate any contract or any unfulfilled part thereof; and stop delivery of any goods, and call for immediate payment of all monies owing to Firth Steels Limited.

## 9 : Storage etc

All goods and material supplied to the Customer hereunder shall be stored and fixed in accordance with the manufacturer/s instructions set out in the latest written recommendations of Fab-Linc Ltd shall be under no liability for any loss or damage which may arise as a result of the failure to adhere to such recommendations in all respects.

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## 10 : Shortages and Defects apparent on receipt of goods

The Customer shall have no claim for shortages/defect apparent on visual inspection unless:

(a) The Customer shall inspect all goods immediately upon delivery and in the event that the Customer alleges that the quantity of goods delivered does not correspond with that stated in the delivery note or that such goods are defective he shall within three days of delivery give to Firth Steels Limited notice in writing specifying the particulars of his complaint.

(b) In the event the Customer shall fail to give such notice as aforesaid, Firth Steels Limited shall have no liability in respect of any alleged non-delivery of goods or defects therein which should have been apparent on a reasonable visual inspection at the time of delivery.

## 11 : Defects not apparent on receipt of goods

(a) The Customer shall have no claim in respect of defects not apparent on the visual inspection at the time of delivery envisaged by these conditions unless:

(b) A written complaint is sent to Firth Steels Limited as soon as reasonable practicable after the defect is discovered and no use is made of the goods thereafter and no alteration made thereto or interference made therewith before Firth Steels Limited is given an opportunity to inspect the goods in accordance with this Condition and the complaint is sent within 12 months of the date of delivery of the goods or in the case of an item not manufactured by Firth Steels Limited within the guarantee period specified by the manufacturer of such time.

(c) The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of Firth Steels Limited nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.

(d) Firth Steels Limited will not be liable for loss or damage suffered by reason of use of the goods after the Customer becomes aware of a defect or after circumstances, which should reasonable have indicated to the Customer existence of a defect.

(e) Firth Steels Limited may within 15 days of receiving such a written complaint (or 28 days where the goods are situated outside the United Kingdom) inspect the goods and the Customer if so required by Firth Steels Limited shall take all steps necessary to enable Firth Steels Limited to do so.

## 12 : Guarantee Condition

(a) Save as otherwise provided by the other conditions of these Conditions Sections 12 to 15 of the Sales of Goods Act 1979 are

to be implied into this contract. In the event of the condition of the goods being such as might or would (subject to these Conditions) entitle the Customer to claim damages or to repudiate the contract the Customer shall not then do so, but shall first ask Firth Steels Limited to repair or supply satisfactory substitute Goods and Firth Steels Limited shall thereupon be entitled at its option to repair or take back the defective Goods and to supply satisfactory substitute Goods the Customer shall be bound to accept such repaired or substituted Goods and Firth Steels Limited shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the defective Goods are repaired or the substituted Goods are delivered.

(b) In the case of Goods not manufactured by Firth Steels Limited, but sold by Firth Steels Limited as factors, Firth Steels Limited gives no assurance or guarantee whatsoever that the sale or use of such Goods will not infringe patent copyright or other industrial property rights of any person, firm or company. Firth Steels Limited liability in respect of such Goods shall in any event be limited to the liability of the supplier thereof to Firth Steels Limited in respect of such Goods. Further Firth Steels Limited relies upon the testing examination and research carried out by the Supplier of such Goods to Firth Steels Limited for the purpose of the Health and Safety at work etc Act 1974.

## 13 : Liability

Save where Firth Steels Limited is shown to have failed to exercise reasonable care in the manufacture and/ or supply of the Goods and such failure results in death or personal injury Firth Steels Limited shall not be liable in respect of claims arising by reason of death or personal injury. Further under no circumstances whatsoever shall Firth Steels Limited be liable for consequential loss (including removal or rectification work required in connection to installation of repaired or substitute Goods) loss of profits or damage to property.

## 14 : Force Majeure

(a) Firth Steels Limited may cancel any contract without prejudice to any other rights and remedies it may have without any liability whatsoever if prevented from performing it owing to Force Majeure.

(b) Neither party shall be under any liability for any delay, loss or damage caused wholly or part by act of God, Governmental restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute

involves its employees or not by reason of any other act matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of these Conditions.

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## 14 : Miscellaneous

Any notice to be given by Firth Steels Limited or the Customer shall be sufficiently given if posted by Recorded, signed for delivery or delivered by hand to the other at the address set out in the contract. Every notice shall be deemed to have been received and given either forty-eight hours after posting or at the time of delivery Firth Steels Limited shall be at the liberty to enter into sub-contracts with third parties for the purpose of discharging its obligations under the contract. The contract and these conditions are governed by English Law and any dispute arising in relation to the goods supplied or the terms of the contract shall be determined by the English Courts to whose jurisdiction and decision Firth Steels Limited and the Customer submit.