



Terms & Conditions of Sale

1. All contracts of sale incorporate the standard conditions of sale as printed herein so far as amended by conditions set out herein and as such conditions are not varied by any special terms or conditions agreed in writing between the parties, and any terms and conditions stipulated, referred to or incorporated by any Buyer in any documents or any statement or representation made which is not confirmed in writing (save for any fraudulent misrepresentation) have no effect. Any variation of the contract will become binding only if confirmed in writing by the parties, save as set out in these conditions.
2. Any time or date by the Seller for the delivery is given and intended as an estimate only and time of delivery shall not be of the essence and the Seller shall not be liable for any damage or loss suffered or incurred by the Buyer whether arising directly or indirectly out of delay in delivery. Should the manufacturer delivery of any Goods be prevented or hindered directly or indirectly for any reason whatsoever than any time estimated for delivery of the Goods shall be extended for a reasonable period having regard to the effect of the delaying cause on the manufacture or delivery of the Goods.
3. Save where clause 10 applies, the parties may by agreement in writing only, cancel the contract or any deliveries thereunder
4. Save for death or personal injury caused by it's negligence, the Seller shall not be liable for any damage, injury or loss of any kind whatsoever to any property or persons or animals howsoever caused arising in connection with installation or unloading of the Goods.
5. The Seller's liability for defects in the quality or state of the Goods is limited to the contract price for the Goods, and the Seller shall not be liable to the Buyer for any indirect or consequential loss (including loss of profit) under any circumstances. No claim for damage in transit, for shortage of delivery for non-delivery or for loss of the Goods will be entertained unless a separate notice in writing is given to the railway company or carriers and to the Sellers within 3 days of receipt of Goods, followed by a complete claim in writing within a further period of 5 days. In the event of the loss of the Goods for shortage in weights advice to both Sellers and carriers is necessary and the claim must be in writing within 10 days of date of receipt of consignment.
6. Any condition, warranty or statement as to the quality of the Goods or their fitness for any purpose whether express or implied by statute, custom of the trade or otherwise, is (save as set out in clause 5 above) hereby excluded unless expressed in writing by the seller.
7. Ownership of the Goods shall remain with the Seller until the payment in full for them (and any other amounts due from the Buyer to the Seller) is made to the Seller by the Buyer, within the terms stated on the sales contact relevant to the sale, except that the risk of loss or damage to, or deterioration of the Goods from whatever cause shall be borne by the Buyer from the time the Goods are dispatched from the Sellers premises or from the premises of the Seller agent to the Buyer or his nominee.
8. Until such time as property and title in the Goods passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller, or it's employees or agents, and if the Buyer fails to do so, forthwith to enter upon any premises or property of the Buyer where the goods are stored and to repossess the Goods for the purposes of which the Buyer hereby grants the Seller an irrevocable license.
9. If any event occurs beyond the reasonable control of the Seller which may prevent or hinder directly or indirectly the manufacture or delivery of any of the Goods then the Sellers may at their option by notice to the Buyer cancel or suspend the delivery of the Goods or any undelivered portion thereof and shall not be liable for any loss thereby directly or indirectly caused to the Buyer.
10. Each delivery shall be considered a separate contract and the failure of any delivery shall not vitiate the contract as to other deliveries.
11. The Seller shall be entitled without prejudice to it's other rights and remedies either to terminate wholly or in any part or every contract between itself and the Buyer or to suspend any further deliveries under any or every such contract in any of the following events;
 - If any debt is due and payable by the buyer to the Seller but is unpaid
 - If the buyer has failed to provide any letter of credit, bill of exchange or any other security required by the Contract, provided that in such event the aforesaid rights of termination or suspension shall apply only in regard to the particular contract in respect of which the Buyer have so failed.
 - If the Buyer has failed to take delivery of any Goods under any contract between it and the Seller in accordance with these conditions.
 - If the Buyer becomes insolvent or being a body corporate has passed a resolution for voluntary Winding-up or has suffered an order of the Court for Winding-up to be made or has had a Receiver appointed or being an individual or partnership has been suspended payment of his or their debts in whole or in part or have proposed or entered into any composition or arrangement with his or their creditors or has had a Receiving Order in Bankruptcy made against him or them.
 - If the Buyer commits a breach of any of it's obligations hereunder, the Seller shall be entitled to exercise their aforesaid rights of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and in the event of any suspension, the corporation shall be entitled as a condition of resuming delivery under any contract between it and the Buyers to require prepayment of or such security as it may require for the payment of the price of any further delivery.

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Masteel

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12. The Buyer shall not be entitled to withhold payment of any amount payable under the contract to the Sellers because of any disputed claim of the Buyer in respect of faulty Goods or any other alleged breach of contract, nor shall the Buyer be entitled to set off against any amount payable under the contract to the Sellers any monies which are not then presently payable by the Sellers or for which the Sellers dispute liability.
13. Any price comprised in quotation is valid for a period of 30 days and the Seller reserves the right to increase any price contained in a contract if the cost of raw materials or labour increase between the date of contract and date of manufacture.
14. Where the contract between the Buyer and the Seller stipulates for test or inspection of the Goods by or on behalf of the Buyer before delivery, if upon reasonable notice the Buyer does not inspect or test the Goods or if having inspected or tested the Goods the Buyer does not within 7 days thereafter notify the Seller in writing of any claim that the Goods are not in conformity with the contract specifying the matters complained of, then the Buyer shall be conclusively deemed to have accepted the Goods as being in conformity with the contract and shall not thereafter be entitled to reject the Goods on the grounds of anything within the scope of the test or inspection.
15. The rights of the Sellers or Buyers shall not be prejudiced or restricted by any indulgence 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.
16. The contract shall be governed by and construed in accordance with the Laws of England. The Buyer on entering this contract submits to the jurisdiction of the English Courts.
17. Risk and title in the Goods shall pass to the Buyer as the commencement of any processing works being carried out on the Goods and the Seller, notwithstanding any of these conditions, shall have no further liability in respect of such Goods. The invoice for the relevant Goods shall immediately become due and payable to the buyer.

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