



## GENERAL CONDITIONS OF SALE OF GOODS

The Courtyard  
3A High Street  
Dronfield  
S18 1QB  
Telephone: 01246 291964  
Telefax: 01246 291848  
e-mail: mail@haddonspecialsteels.co.uk

1. Materials to be sold from stock are offered subject to the same being unsold on receipt of order.
2. Cancellation of order will only be accepted by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be reimbursed by the Purchaser to the Company forthwith.
3. Time for delivery is given as accurately as possible but is not guaranteed.
4. Under no circumstance will delay entitle the Purchaser to treat the contract as repudiated or to damages.
5. The Purchaser shall be responsible for all loss damage or deterioration in the goods supplied occurring from time of arrival at the place of delivery.
6. The Company (Haddon Special Steels Ltd) shall be entitled to charge interest on overdue accounts and an account shall be deemed to be overdue from the last day of the month following the date of despatch from the Company's premises. Such interest shall be calculated at 3% over Lloyds Bank PLC Base Rate in force at the time, on any overdue payment.
7. All prices quoted are unless otherwise stated, net ex works exclusive of VAT and are subject to increase in the event of any increase from the time of quotation, in the cost to the Company of the goods to be sold hereunder imposed by the British Steel Corporation or other supplier.
8. If by agreement with the Company or on default of the Purchaser the goods are stored on the Company's premises then the Company may make a reasonable charge therefor.
9. **RESERVATION OF TITLE.**  
UNTIL full payment has been received by the Company for all goods whatsoever supplied (and all services rendered) at any time by the Company to the Buyer.
  - a) Property in the goods shall remain in the Company.
  - b) Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Company and the Company shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party and the Buyer hereby indemnifies the Company in relation thereto.
  - c) Subject to (d) and (e) below, the Buyer shall be at liberty to sell the goods and the new products referred to in (b) above, in the ordinary course of business on the basis that the proceeds of sale shall belong to the Company to whom the Buyer shall account.
  - d) the Company may at any time revoke the Buyer's power of sale by notice to the Buyer, if the Buyer is in default in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied) or services rendered at any time by the Company to the Buyer or for any other reason whatsoever (or if the Company has bona fide doubts as to the solvency of the Buyer):
  - e) the Buyer's power of sale shall automatically cease if a Receiver is appointed over any of the assets, or the undertaking of the Buyer or a winding up order is made against the Buyer, or the Buyer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or cause a meeting of or makes arrangement or composition with creditors or commits any act of bankruptcy or allows execution to be levied against its or his goods;
  - f) upon determination of the Buyer's power of sale under (d) or (e) above, the Buyer shall place the goods and the new products at the disposal of the Company who shall be entitled, using as is reasonably necessary, to enter upon any premises of the Buyer for the purpose of removing such goods and new products from the premises (including severance from the realty where necessary).
10. All weights and dimensions quoted are subject to the tolerances provided by the appropriate British Standards.
11. (a) The Purchaser shall have no right or claim for:-
  - (i) shortages, or
  - (ii) defects apparent on inspection.Unless:-

The Purchaser inspects the goods supplied immediately on arrival at the point of delivery and a written complaint is sent to the Company within seven days of delivery specifying the shortage or defect and a written complaint is sent to the carrier within three days of delivery or such longer period as the carrier's conditions may permit, and

  - (b) Where a valid complaint is made by the Purchaser pursuant to this condition the Company will make good the shortage and/or deliver replacements or at its option credit the Purchaser in full in respect of such faulty goods or repair the goods as the case may be but the Company shall not be liable in respect of any direct or indirect costs damages or expenses or for any consequential loss or loss of profits or production incurred by the Purchaser by reason or any delay in the performance of the contract on the part of the Company caused thereby.
12. The Company acts solely as stockholders and no representation or warranty is given as to the suitability of fitness of the goods for any particular purpose and the Purchaser shall satisfy itself with regard thereto and shall be totally responsible therefor.
13. The implied warranties and conditions contained in Section 13, 14, 15 of the Sale of Goods Act 1983 and any other condition or warranty implied by trade custom or usage are hereby expressly excluded. The Purchaser acknowledges:-
  - (a) That it understands that the Company acts in the capacity of stockholders only.
  - (b) That it purchased the goods in the course of its business and not for private use.
  - (c) That it purchased the goods in a competitive market and that the bargaining strength of the Company was not a relevant factor in the purchase of the goods from the Company, and
14. The Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligation.
15. Any materials supplied by the purchaser for workmanship only are supplied at his risk. Whilst the company will make every effort to take good care of the material, whilst in its possession, it shall be responsible for no loss incurred by the purchaser however so occasioned.
16. The Company shall be under no liability for any loss or damage caused wholly or in 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 each dispute involves the Company's servants or not or by reason of another act, matter or thing beyond the reasonable control of the Company.