

- The customer's attention is drawn in particular to the provisions of clause 9.**
- 1. INTERPRETATION**
- 1.1 **Definitions:**
- Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 10.4.
- Contract:** the contract between CP Steels and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
- CP Steels:** C P Steel Processing Limited (registered in England and Wales with company number 04748368).
- Customer:** the person or firm who purchases the Goods from CP Steels.
- Force Majeure Event:** an event or circumstance beyond a party's reasonable control.
- Goods:** the goods (or any part of them) set out in the Order.
- Order:** the Customer's order for the Goods as set out in the Customer's written acceptance of CP Steels' quotation or in the Customer's purchase order form as the case may be.
- Specification:** any specification for the Goods, including any related plans and drawings that are provided by the Customer and agreed in writing by the Customer and CP Steels.
- 1.2 **Interpretation:**
- 1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.3 a reference to **writing** or **written** includes faxes and emails.
- 2. BASIS OF CONTRACT**
- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when CP Steels issues a written or verbal acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by CP Steels and any descriptions or illustrations contained in CP Steels' catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Goods given by CP Steels shall not constitute an offer and does not guarantee that any stock is available. A quotation shall only be valid for a period of 48 hours from its date of issue unless extended at CP Steels' discretion.
- 3. GOODS**
- 3.1 The Goods are described in CP Steels' catalogue as modified by any applicable Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify CP Steels against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by CP Steels in connection with any claim made against CP Steels for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with CP Steels' use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 4. CP STEELS DELIVERY**
- 4.1 CP Steels shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the relevant Customer and CP Steels reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 If the Order specifies the Goods are to be delivered then CP Steels shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Address**) at any time after CP Steels notifies the Customer that the Goods are ready; or if the Order specifies the Goods are to be collected then the Customer shall collect the Goods from CP Steels' workshop at Building 144 Culham No.1 Site, Station Road, Culham, Oxon, OX14 3DA (**Delivery Address**) within five Business Days of CP Steels notifying the Customer that the Goods are ready.
- 4.3 If the Goods are delivered, then delivery is completed on the completion of unloading the Goods at the Delivery Address. All Goods shall be delivered at ground level unless otherwise agreed in writing. At delivery, the Customer shall ensure good access to the Delivery Address and provide appropriate personnel to sign the delivery note.
- 4.4 If the Goods are collected, then delivery is completed upon the Customer signing the delivery note.
- 4.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. CP Steels shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide CP Steels with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If CP Steels fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. CP Steels shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide CP Steels with access to the Delivery Address, personnel to sign the delivery note, adequate delivery instructions or any other instructions that are relevant to the supply or delivery of the Goods.
- 4.7 If the customer fails to collect or accept delivery of the Goods within five Business Days of CP Steels notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or CP Steels' failure to comply with its obligations under the Contract:
- 4.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the [fifth] Business Day after the day on which CP Steels notified the Customer that the Goods were ready; and
- 4.7.2 CP Steels shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If, after ten Business Days after the day on which CP Steels notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, CP Steels may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.9 CP Steels may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5. QUALITY**
- 5.1 CP Steels warrants that on delivery, and for a period of two months from the date of delivery (**warranty period**), the Goods shall:
- 5.1.1 conform in all material respects with their description and any applicable Specification;
- 5.1.2 be free from material defects in design, material and workmanship;
- 5.1.3 comply with applicable industry standards (such as CE marking);
- 5.1.4 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 5.1.5 be fit for any purpose held out by CP Steels.
- 5.2 Subject to clause 5.3, if:
- 5.2.1 the Customer gives notice in writing to CP Steels during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2 CP Steels is given a reasonable opportunity of examining such Goods; and
- 5.2.3 the Customer (if asked to do so by CP Steels) returns such Goods to CP Steels' place of business at the Customer's cost;
- CP Steels shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 CP Steels shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- 5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- 5.3.2 the defect arises because the Customer failed to follow CP Steels' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.3.3 the defect arises as a result of CP Steels following any drawing, design or Specification supplied by the Customer;
- 5.3.4 the Customer materially alters, modifies, reworks or adjusts such Goods;
- 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- 5.3.6 the Goods are installed or otherwise integrated or combined with any other material or structure;
- 5.3.7 where any variation of the Goods from the Specification is in accordance with accepted industry standards (such as CSN EN 10034); or
- 5.3.8 where the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, CP Steels shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by CP Steels.
- 5.7 The warranty set out in clause 5.1 is not transferrable.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 6.2.1 CP Steels receives payment in full (in cash or cleared funds) for the Goods and any other goods that CP Steels has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as CP Steels' property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 6.3.4 notify CP Steels immediately if it becomes subject to any of the events listed in clause 8.1; and
- 6.3.5 give CP Steels such information relating to the Goods as CP Steels may require from time to time.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before CP Steels receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 6.4.1 it does so as principal and not as CP Steels' agent; and
- 6.4.2 title to the Goods shall pass from CP Steels to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy CP Steels may have:
- 6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 6.5.2 CP Steels may at any time:
- (a) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. PRICE AND PAYMENT**
- 7.1 The price of the Goods shall be the price set out in the Order subject to changes in accordance with these Conditions.
- 7.2 CP Steels may increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 7.2.1 any factor beyond CP Steels' control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- 7.2.3 any delay caused by any actions of the Customer or failure of the Customer to give CP Steels adequate or accurate information or instructions.
- 7.3 The price of the Goods:
- 7.3.1 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to CP Steels at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- 7.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, details of which shall be set out on the Order but which shall be subject to increase in accordance with clause 7.2.
- 7.4 CP Steels may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 7.5 The Customer shall pay the invoice in full and in cleared funds within 30 days of receipt or the date set out on the invoice (with the invoice taking preference). Payment shall be made to the bank account nominated in writing by CP Steels. Time for payment is of the essence.
- 7.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). CP Steels may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by CP Steels to the Customer.
- 8. TERMINATION**
- 8.1 Without limiting its other rights or remedies, CP Steels may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 8.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- 8.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 8.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 8.1.4 the Customer's financial position deteriorates to such an extent that in CP Steels' opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.2 Without limiting its other rights or remedies, CP Steels may suspend provision of the Goods under the Contract or any other contract between the Customer and CP Steels if the Customer becomes subject to any of the events listed in clause 8.1.1 to clause 8.1.4, or CP Steels reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 Without limiting its other rights or remedies, CP Steels may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 8.4 On termination of the Contract for any reason the Customer shall immediately pay to CP Steels all of CP Steels' outstanding unpaid invoices.
- 8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 9. LIMITATION OF LIABILITY**
- 9.1 Nothing in these Conditions shall limit or exclude CP Steels' liability for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 9.1.2 fraud or fraudulent misrepresentation;
- 9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 9.1.4 defective products under the Consumer Protection Act 1987; or
- 9.1.5 any matter in respect of which it would be unlawful for CP Steels to exclude or restrict liability.
- 9.2 Subject to clause 9.1:
- 9.2.1 CP Steels shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 9.2.2 CP Steels' total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
- 10. GENERAL**
- 10.1 Force Majeure**
- 10.1.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 10.2 Assignment and other dealings.**
- 10.2.1 CP Steels may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 10.2.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of CP Steels.
- 10.3 Entire agreement.**
- 10.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 10.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 10.4 Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 10.5 Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.6 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 10.7 Notices.**
- 10.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.
- 10.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 10.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 10.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 10.8 Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.
- 10.9 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 10.10 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.