



Design / Fabrication Specialists in Structural and Architectural Steelwork

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Terms & Conditions

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1. DEFINITIONS

"Supplier" The person, firm or company to whom the order is addressed.

"Purchaser" **Kent Structural & Architectural Ltd.**

"Goods" The goods, materials or services shown on the order.

"Services" The services (if any) shown on the order.

"End user" The person, firm or company to whom the products which incorporate the goods are sold by the purchaser.

"Delivery address" The address indicated on the order.

"Contract" The contract for the purchase of the goods and for the supply and acquisition of the services.

2. GENERAL

2.1 These Terms and Conditions of purchase shall apply to all Contracts for the purchase of Goods or Services by the Purchaser from the Supplier to the exclusion of all other terms and conditions, which the supplier may purport to apply under any sales offer or similar document.

2.2 Despatch or delivery of goods or performance of the services by the supplier shall be deemed conclusive evidence of the supplier's acceptance of these Terms and Conditions and such despatch delivery or performance shall in any event be the only applicable mode of acceptance.

2.3 Any variation of the Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the purchaser.

3. PACKING AND CARRIAGE

3.1 Invoices shall not be accepted for any packaging materials or carriage charges, which shall be free to the purchaser unless previously agreed by the purchaser in writing.

3.2 The Purchaser accepts no responsibility for any containers, boxes or other packaging materials and shall have no liability to return them to the supplier.

4. PRICE AND PAYMENT

4.1 Unless otherwise agreed in writing :- all prices for goods shall be at the price shown on the purchase order.

:- invoices shall be payable 60 days from the end of the month in which delivery is effected or previously agreed terms outlined in the Purchase order.

5. DELIVERY

5.1 Services shall be performed at and goods shall be delivered to the Delivery Address during the Purchaser's usual business hours on the date or within the period stated on the purchase order.

5.2 The time of delivery of the goods and for performance of the Services is of the essence of the contract.

5.3 If the Goods are to be delivered or the Services are to be performed by instalments the Contract will be treated as a single Contract and not severable.

5.4 The Purchaser shall be entitled to reject any Goods which are not in accordance with the Contract and the Purchaser's specification and shall not be deemed to have accepted any Goods until the Purchaser has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has come apparent.

5.5 Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery in accordance with the Contract.

5.6 The property in the Goods shall pass to the Purchaser upon delivery.

5.7 Any quantity shipped in excess of the order may be returned at the Supplier's expense.

5.8 A detailed delivery advice note quoting the Purchaser's purchase order number is required for each consignment and must be delivered with the consignment. Goods not so covered by such note may be refused.

5.9 Where Test Certificates and/or Certificates of Conformity are required these must be delivered with each consignment.

6. HAZARDOUS MATERIALS

6.1 All hazardous materials must be labelled in accordance with current Health and Safety regulations and accompanied by appropriate Health and Safety data sheets.

6.2 It is the responsibility of the Supplier to notify the Purchaser of any hazards or dangers that may be encountered in the handling or use of the Goods.

7. WAIVER

7.1 Waiver by Purchaser of any specific default or default by the Supplier or failure by Purchaser to cancel the order or any part thereof when a right to cancellation arises shall not constitute a waiver by Purchaser of any of the conditions of the order with respect to any subsequent default or breach of it's obligations by the Supplier.

8. CANCELLATIONS

8.1 Without prejudice to any other right of the Purchaser hereunder the Purchaser reserves the right to cancel this order or any part thereof: -

a) Notwithstanding any extension of the time for delivery fixed by the order, which may be given by the Purchaser to the Supplier, the Purchaser shall be at liberty at any time subsequent to the date originally fixed to cancel further deliveries, and in the event the Purchaser shall be liable only to pay for deliveries made up to the actual date of cancellation any such extension shall be without prejudice to the Purchaser's rights to claim for damages on account of non delivery by the date originally agreed upon.

b) If Goods are not in accordance with drawings or approved samples or specifications or are not satisfactory to the Purchaser.

c) In the event that the supplier becomes bankrupt or insolvent or makes an arrangement for the benefit of creditors or goes into voluntary or compulsory liquidation or if the Purchaser reasonably apprehends that any of the foregoing events are about to occur and notifies the Supplier accordingly.

9. WARRANTY

9.1 Supplier warrants that the Goods are in full accordance with all the statutory requirements and regulations relating to the sale of the goods and with any drawing, specification and other written instructions given or agreed to by the Purchaser and are of merchantable quality, good material and workmanship, free of all defects, and suitable for advertised purpose, or for the Purchaser's purpose when this has been made known to the Supplier.

9.2 The Supplier further warrants that where the Goods are used by the Purchaser in a manner normal in the trade or made known to the Supplier then the Supplier agrees to extend the benefit of all warranties given by the Supplier to the Purchaser to the End User in all respects including fitness for purpose and merchantability as though the Goods had been supplied directly to the End User and the Supplier agrees to indemnify the Purchaser against any costs or claim or expense suffered by the Purchaser resulting from any claim made by the End User against the Purchaser in respect of the Goods.

9.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Purchaser shall be entitled to :-

a) Repair or replace any goods found to be defective and be reimbursed by the Seller at the Purchaser's normal selling rates.

b) Require the Supplier to repair the goods or to supply replacement Goods or Services in accordance with the Contract within 7 days, or

c) At the Purchaser's sole option and whether or not the Purchaser has previously required the Supplier to repair the Goods or to supply replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price which has been paid.

9.4 The Supplier warrants to the Purchaser that the Services will be performed by appropriately qualified personnel, with due care and diligence to such high standard or quality as is reasonable for the Purchaser to expect in all the circumstances.

10. INDEMNITY

10.1 Supplier agrees to indemnify and protect to Purchaser against :-

a) All liabilities, claims or demands for injury or loss or damage to any persons or property however caused arising directly or indirectly out of the supply of the Goods or the Services including without limitation any liability under the Consumer Protection Act 1987 in respect of the Goods.

b) Any claims for infringement of any letters patent copyright registered design or trade mark by reason of the use or sale of the Goods supplied (save where the same shall have been manufactured in accordance with specifications or designs supplied by the Purchaser) and against all losses, costs, damages, expenses and claims which the purchaser may incur, have to bear or for which the Purchaser may become liable as a result of such claims for infringement.

c) Any act or omission of any of the Supplier's personnel in connection with the performance of the Services.

d) Any action or complaint brought by any Government Agency in connection with the provision of the Goods or Services.

e) Where services are performed at the Delivery Address the Supplier shall be deemed to be aware of all aspects of Health and Safety legislation and of the Purchaser's rules and procedures. The Supplier is responsible for the provision of all necessary protective clothing/equipment for instructions and enforcement as to its use to personnel carrying out the services free of all cost to the Purchaser.

10.2 Supplier providing services on Purchaser's premises must have the benefit of adequate insurance against all third party risks in relation to person and property and against liability whether at common law or under statute in respect of accident or injury to workmen employed to provide the Services whether or not being employees of the Supplier and shall produce evidence thereof to the Purchaser on request.

11. SUB CONTRACTING

11.1 The Supplier shall not sub contract any part of this order to any third party without prior written permission of the Purchaser.

12. PURCHASER'S GOODS

12.1 The Supplier shall indemnify the Purchaser against any losses or damage howsoever occasioned to the Purchaser's Goods whilst in the care of the Supplier or any of the Suppliers sub contractors.

12.2 Any part/material issued on a "Free Issue" basis will remain the Purchaser's property and will be accounted for monthly or on completion of order or contract. Should the Supplier machine these free issue parts/material incorrectly and in so doing, make them in the Purchaser's opinion beyond economical or technical repair, the Purchaser shall have immediate recourse to the Supplier for the reimbursement of the total value of the free issue parts/material that have to be scrapped.

13. LAW

13.1 The Contract relating to the supply of goods or services to the Purchaser shall be governed by and interpreted in accordance with the laws of England.

Order Terms & Conditions Approval / Acceptance

Purchaser : Kent Structural & Architectural Ltd

Signature:



Date: 23/11/2010

Supplier: WEC Group Ltd

Signature:

Date: