

Raintite Trading Ltd

Standard Terms and Conditions of Sale

1. Definition and Interpretation

1. The seller is Raintite Trading Limited, a company registered in England and Wales under number 5806416 whose registered office is at Unit 11, Symondscliffe Way, Caldicot, NP26 5PW
2. The Goods are the steel products as are ordered by you from time-to-time in accordance with the contract.
3. A contract is any agreement for the sale of Goods by us to you of which these conditions form part.
4. These conditions shall govern any contract for the sale of Goods by us to the exclusion of any other terms subject to which your acceptance of a quotation or of a contract is purported to be made and no terms on any document proffered by you shall have any force between us.

2. Order Process

1. We shall sell and you shall buy the Goods in accordance with our acknowledgement of order form despatched either in response to your written order or in response to your acceptance of our quotation.
2. Our quotation shall be made against information provided by you and shall be valid for 14 days from its date (unless previously withdrawn in writing). This is subject to our ability to amend pricing in accordance with Condition 3.3 which you acknowledge is possible given the market for the Goods and the consequent price fluctuations which we are entitled to take into account.
3. The quantity, quality and description of the Goods and any specification for them shall be set out in your order for them (if accepted by us on our acknowledgement of order) or our quotation.
4. You shall be responsible for ensuring the accuracy of any order or specification and agree that any advice or assistance given by us or our employees is followed or acted upon by you entirely at your own risk and we shall not be liable for any advice, opinion or assistance.

3. Price

1. The price quoted is based on an ex-works delivery and excludes VAT (unless otherwise stated). Rates of tax and duties on the Goods will be those applying at the time of delivery.
2. The price quoted includes packaging and insurance. Delivery costs will be charged separately and payable together with the price for the Goods.

3. All quotations provided by us are indicative of price and do not constitute a firm offer. At any time before delivery we have the right to adjust the price to reflect movements in our costs of supply due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation, alteration of duties, increases in the costs of labour, materials or other costs of supply).
4. Prices invoiced shall reflect what Goods were actually delivered irrespective of quantity quoted or acknowledged.
5. Notwithstanding the foregoing, the price may be increased by us by an amount equal to any additional costs, charges or expenses reasonably incurred by us directly or indirectly arising from any additional or inaccurate instructions given to us by or on your behalf.

4. Delivery

1. All delivery times quoted are estimates only and time shall not be of the essence of delivery.
2. We may deliver the Goods in quantities of 10% more or less than the quantity ordered and invoice you for the quantity delivered. We may deliver the Goods in instalments and each delivery shall constitute a different contract.
3. Delivery shall take place at our premises within 5 days of our notification to you that the Goods are ready for collection or by us delivering the Goods to the place nominated by you in accordance with these conditions.
4. You shall provide adequate manpower and machinery either to load the Goods at our premises or unload them at the place of delivery. We may decline to deliver if we believe it would be unsafe, unlawful or unreasonably difficult to do so and such refusal shall not be a breach of contract on our part.
5. If you fail to meet your obligations under Conditions 4.3 or 4.4 or you fail to give us instructions sufficient to allow us to complete delivery, or if you fail for any other reason to take delivery when tendered then we may store the Goods until actual delivery and charge you the reasonable costs of such storage and ultimately sell such Goods to recover our expenses and damages and either charge you for any shortfall or reimburse you any excess.
6. You will inspect the Goods as soon as practicable following delivery and advise us of any issues as soon

as possible. Any claims must follow the procedure set out in Condition 8.

7. We will not be liable for any indirect or consequential loss arising from late delivery or non-delivery of Goods.

5. Payment Terms

1. Payment is to be without any set-off, deduction or counterclaim by cleared funds prior to delivery unless an approved credit account exists subject to a reconciliation payment (either way) if the price at delivery is different from the price paid in accordance with this condition.
2. For credit accounts, payment is due no later than the last day of the month following month of delivery unless otherwise agreed in writing.
3. If you fail to pay in full on due date we reserve the right to suspend all future deliveries and /or withdraw credit facilities.
4. Late payments will attract interest at the rate set under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 both before and after judgment.
5. While you owe any money to us under any contract, we have a lien on any of your property within our possession.

6. Risk & Title

1. Risk of damage to or loss of the Goods shall pass to you either when you collect the Goods from our premises or when we deliver them (or tender delivery of them which is wrongly rejected) at your nominated place of delivery.
2. Until you pay all debts you may owe us for the Goods supplied:
 - 2.1. all Goods supplied by us remain our property and you are not authorised to pledge or charge them in any way;
 - 2.2. you must store them separately from other Goods of a similar nature and in the condition in which they were supplied and in any event in a suitable environment calculated to protect them from any adverse climatic, atmospheric or other damage or harm;
 - 2.3. you must store them so that they are clearly identifiable as our property and not remove, cover, tamper or deface any labels, stickers, plates or other marks which identifies the Goods in themselves or as being our property;

- 2.4. you must insure them for their full replacement value; and
- 2.5. you may use the Goods and sell them in the ordinary course of your business but not if you become insolvent or if we revoke the right for you to do so.
3. You must inform us in writing immediately if you become insolvent.
4. We have the right to enter the premises where the Goods are stored at anytime.
5. Despite the retention of title of the Goods, we have the right to take legal proceedings to recover the price of the Goods supplied should you not pay us on the due date.

7. Warranties

1. We warrant that the Goods comply with their description on our acknowledgement of order form and will be free from material defect at time of delivery except that we will not be liable for any defect arising from any drawing, design or specification supplied by you.
2. Where your specification demands that we source specific Goods to meet that specification or where you specify the supplier from whom we are to source any Goods, we may be supplied with a specific manufacturer warranty relating to product performance which we will pass on to you to the extent that we can but shall not be liable otherwise. If the Goods fail to achieve this performance then any recourse shall be direct with the manufacturer rather than us, as a supplier, who shall not be liable in any event.
3. Condition 7.1 does not apply to any Goods sold as 'non prime' or 'untested' and we are not liable for any defect in these Goods, except where specifically provided for by law.
4. Subject to the foregoing, if any Goods supplied by us are shown to our reasonable satisfaction to be defective by reason of faulty manufacture, we will repair or replace them (at our option) free of charge provided that notice of any alleged defect is given by you in accordance with the claims notification process set out below.
5. We shall not be liable in any way if the total price for the Goods has not been paid.
6. Subject as expressly set out in these conditions, all warranties, conditions or other terms implied by custom and practice, statute or common law are excluded to the full extent permitted by law and, except where expressly agreed otherwise, our total liability to you for breach of contract, statutory duty, legislation or for tortious liability shall be limited to the cost of the Goods in question and we shall not be

liable for any indirect or consequential losses of any nature (including, but not limited to, loss of profit, downtime, loss of bargain, third party losses, any losses covered by insurance or pure economic loss).

8. Claims Notification

1. Any claim that the Goods have been delivered damaged, are not of the correct quantity or do not comply with their description shall be notified to us within 14 days of their delivery. No claim outside this time limit will be entertained.
2. Any claim under this condition must be in writing and must contain full details of the claim.
3. We shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition and you shall if requested by us promptly return any Goods securely packed and carriage paid to us.
4. We shall have no liability with regard to claim in respect of which you have not complied with this procedure.

9. Cancellation

1. For stock Goods, we reserve the right to charge you a restocking charge of 20% of the Goods value should an order be cancelled by you 2 weeks or less before the anticipated delivery date.
2. Any services provided by us which are cancelled by you will be paid for pro-rata up to the effective date of cancellation together with any expenses or forward expenses incurred reasonably by us.
3. For unique or bespoke Goods, or those for which a specialist supplier has been sought by us at your instance, you are liable in full for all stock and any orders from suppliers that we are unable to cancel and for all Goods we may have received or which the suppliers have appropriated to our order.
4. Whether Goods are "stock" or "unique; bespoke; or special" will be a matter to be reasonably determined by us but in any event, if we cannot return them to the supplier or find an alternative purchaser at a reasonable price, the Goods shall not be stock Goods.

10. Force Majeure

If we are unable to perform our obligations to you (or are unable to perform them at reasonable cost) because of circumstances beyond our control, we may cancel or suspend our obligations to you, without liability. Examples of these circumstances include Act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes, disruption in supply of raw materials, or increases in supplier costs.

11. Miscellaneous

1. Termination of a contract shall not affect any rights of either of us accrued up to the date of termination.
2. The contract containing these conditions contains the entire agreement between us in respect of its subject matter and supersedes any prior written or oral agreement between us relating to it and we both confirm that we have not entered into this agreement on the basis of any representations that are not expressly incorporated in the contract. However, nothing in the contract purports to exclude liability for any fraudulent statement or act.
3. These conditions may not be amended, modified, varied or supplemented except by an instrument in writing signed by a duly authorised representative of both of us.
4. The contract and all rights under it is personal to you and may not be assigned or transferred by you.
5. No failure or delay by either of us to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
6. If any term or provision in the contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of the contract but the enforceability of the remainder of the contract shall not be affected.
7. Neither of us will disclose to any third party details of this agreement without the prior consent of the other and neither of us shall make any press or other public announcements concerning any aspect of the contract, or make any use of the name of the other party in connection with the contract, without the prior written consent of the other party.
8. No person who is not a party to the contract shall be entitled to enforce any term of it and the Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract.

12. Law and Jurisdiction

The contract and any disputes or claims that arise out of or in connection with it shall be governed by English Law and both of us submit to the exclusive jurisdiction of the English courts on all matters regarding it except to the extent that we may invoke the jurisdiction of the courts of another country.

