



ACTON BRIGHT STEEL LIMITED

GORDON ROAD • THE CAUSEWAY
STAINES • MIDDLESEX • TW18 3BG

METAL STOCKHOLDERS

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1st January 2018

ACTON BRIGHT STEEL LTD CONDITIONS OF TRADING

- 1) **Definition:** The Company means Acton Bright Steel Ltd
- 2) Bars and pieces must be checked for size, specification, surface finish, tolerance, length and colour code before using.
- 3) Discrepancies in weight and non-delivery of materials despatched must be reported to us within 24 hours.
- 4) All orders are accepted only at **PRICES RULING** at date of despatch.
- 5) Despite any contrary condition which may appear on your orders all materials are supplied on the condition that we are relieved from any liability for labour, consequential loss due to material failure or other expenditure.
- 6) Material supplied by us is not warranted or guaranteed to be suitable for any particular application or treatment or free from surface defects discernible only by magnetic or ultrasonic crack detection, unless such requirements are set out in the material specification to which it is supplied or otherwise disclosed by the purchaser before our acceptance of the order.
- 7) Any material supplied by us, which is found to be defective and acknowledged by us to be so will be credited and/or replaced. Claims for rejection or replacement must be made to us within twelve months from the date of invoice.
- 8) **Title** to the goods shall not pass to the purchaser until the purchase price has been paid in full for **all monies** due to the Company for this and all other transactions which have not been paid for in their entirety. The purchaser shall permit the agents or servants of the company to enter on the purchaser's premises to repossess goods at any time prior thereto. Until the time of full payment for the goods, the purchaser shall be a bailee of the goods on behalf of the Company and shall store the goods in such a way that they are identifiable and in good condition. The purchaser shall only be at liberty to resell the goods purchased from the Company prior to the passing of title on the understanding that if it does resell the goods then it will hold on trust for the Company so much of the proceeds of the sale received by it under contract which include any of the goods hereby sold either in their original or altered state as are necessary to discharge payment in full to the Company.
- 9) Risk shall pass to the purchaser when the goods are delivered to the place specified by the purchaser.
- 10) The purchaser shall not be entitled to withhold payment of any amount payable under any contract due to the Company, because of any disputed claim by the purchaser in respect of any faulty goods or any other alleged breach of contract nor shall the purchaser be entitled to set off against any amount payable under any contract to the Company any monies which are not then presently payable to the Company or for which the Company disputes liability.
- 11) We understand and may exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to our credit terms.

TERMS

Payment is due 30 days from end of month following date of delivery