

1. Definitions In these terms & conditions: "The Company" shall mean Staircraft Group Limited (Reg no. 03109143) and "The Buyer" shall mean the other contracting party.

2. Making the Contract

2.1 This estimate/quotation (which comprises an invitation to treat) is open for a period of 28 days only, provided the Company has not previously withdrawn it. Any order issued by the Buyer is subject to acceptance by the Company and a contract will only be formed when the Company has accepted the Buyers offer in writing. Any offer made by the Buyer orally must be confirmed in writing and until then will be treated as if given in writing.

2.2 All orders are accepted under these terms & conditions alone. These conditions supercede all previous agreements between the parties and exclude any purported terms & conditions in the Buyer's order.

2.3 No variation to these terms & conditions is permitted unless expressly accepted by a Director of the Company in writing.

2.4 No servant or agent of the Company has the authority to make any representation or give any warranty in relation to goods and services supplied by the Company. If any statement or representation has been made to the Buyer by the Company, its servants or agents upon which the Buyer relies other than in the documents enclosed with the Company's quotation or acknowledgement of order then the Buyer must set out that statement or representation in a document to be attached to or endorsed on the order and in any such case the Company may confirm reject or clarify the point and submit a new quotation.

3. Variation/Cancellation

3.1 No cancellation by the Buyer is permitted except where expressly agreed by a Director of the Company in writing.

3.2 Any variation in an order which is accepted by the Company shall entitle the Company to make an appropriate variation in prices and delivery times which shall bind the Buyer.

3.3 Minor deviations by the Company shall not constitute a breach of contract. If the material specified is not available the Company reserves the right to substitute the nearest alternative without notice.

3.4 The Buyer will in event of agreed cancellation by the Buyer will indemnify the Company fully against all expense and loss incurred up to the time of such cancellation.

3.5 Unless otherwise stated by the Company all goods are supplied clean by painting without hardware or site works and in accordance with the Company's standard specifications. If detailed drawings are provided the copyright in them remains with the Company and they must be returned to the Company (and will be charged for) if the contract does not proceed to completion.

3.6 Dimensions quoted are approximate only.

3.7 No warranty is given that large goods are capable of being internally fitted without dismantling.

4. Price

4.1 Unless otherwise stated all prices quoted are for the cost of the goods alone ex works exclusive of VAT.

4.2 All prices quoted are subject to revision or withdrawal by the Company without prior notice (until the Contract is made).

4.3 The Company reserves the right at any time prior to delivery of the goods to adjust the price to take account of any increase in the cost of raw materials, labour or services or any currency fluctuations affecting the cost of imported materials.

4.4 Packing will be charged extra.

5. Terms of Payment

5.1 All sums become due and payable under these terms and conditions not later than the last day of the month next after the month of delivery (unless otherwise agreed in writing with the Company)

5.2 The Company reserves the right to charge interest at 4% per annum above the base lending rate of Bank of Scotland on all overdue accounts, such interest being deemed to accrue on a day to day basis from the due date for payment under clause 5.1

5.3 If the Buyer suffers distress or execution against its property (being a Company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds or makes a voluntary arrangement with its creditors or has a receiver or administrative receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any composition or scheme of arrangement with creditors (or carries out or suffers any analogous act or event under foreign law) or commits a material or serious breach of this Agreement (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so) it will be deemed to have repudiated the Contract.

5.4 The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.

5.5 Payment will not be effected until clearance of cheque or bill of exchange.

6. Delivery

6.1 Delivery will be deemed to have been effected when the goods leave the premises of the Company.

6.2 Time of delivery is not of the essence.

6.3 The Company shall not be liable for any loss whatsoever or howsoever arising caused by its non-delivery (or by the failure to make goods ready for collection) on the due date.

6.4 The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment and such invoice shall be payable as in 5.1

6.5 When a delivery is by instalments or if there be delay in the delivery of any one or more instalments for whatever reason this will not entitle the Buyer to treat the contract as repudiated or to damages.

6.6 Where delivery is refused by the Buyer or is delayed, suspended or made by instalments at the request of the Buyer or where the Company is unable to deliver the goods due to circumstances beyond its reasonable control, the Company on giving notification of readiness to deliver shall be entitled to treat the contract as fulfilled and place the goods in store. Delivery will then be deemed to have taken place for invoicing, payment as in 5.1 and the passing of risk. The Company at the Buyers request shall and in any event may arrange insurance covering the major perils endorsing its own interest. The cost of storage and any insurance of the goods shall be for the Buyer's account.

6.7 When the Company conveys the goods the Buyer shall be responsible for providing proper unloading facilities (including adequate plant and labour) from a hard road.

7. Risk and the passing of title

7.1 Risk in the goods shall pass to the Buyer on delivery or deemed delivery.

7.2 Notwithstanding risk having passed title in the goods shall not pass to the Buyer until whichever shall be the first to occur of the following:

1. Payment being received by the Company for the goods.
 2. The Buyer selling the goods in accordance with the provisions of these terms and conditions in which case title shall be deemed to have passed to the Buyer immediately before delivery of goods to the Buyer's customer and
 3. The Company waiving its rights under clause 7.2 in respect of specified goods whereupon title to these goods shall forthwith vest in the Buyer.
- 7.3 The Buyer is licensed by the Company to use or to agree to sell the goods delivered to the Buyer subject to the express conditions that the entire proceeds of the sale are held in trust for Company and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Company's monies and that the restrictions hereof shall be imposed on the third party.

7.4 Until title to the goods passes:

1. The Buyer will hold the good as fiduciary agent and bailee for the Company;
2. The goods shall, subject to clause 7.3 be kept separate and distinct from all other property of the Buyer and of third parties and in good condition be stored in such a way as to be clearly identifiable as belonging to the Company;

3. The Company may at any time revoke the power of sale and use contained in clause 7.3 by notice to the Buyer if the Buyer is in default for longer than 14 days in the payment of any sum whatsoever due to the Company for any goods supplied at any time or if the Company has bona fide doubts as to the solvency of the Buyer;

4. The Buyer's power of sale and use contained in clause 7.3 shall automatically cease upon the termination or deemed repudiation of the contract whereupon (or on revocation by the Company under clause 7.4.3) the Buyer shall place any of the goods in its possession or under its control and unsold at the disposal of the Company and the Company shall be entitled to enter upon the premises of the Buyer for the purpose of removing any such goods. If so required by the Company the Buyer will remove to its own premises any such goods as are at the premises of a third party.

5. Nothing herein shall confer any right on the Buyer to return the goods or refuse or delay payment therefore.

7.5 The Company shall at any time be entitled to appropriate any payment made by the Buyer in respect of any goods in settlement of such invoices or accounts in respect of such goods as the Company may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

8. Lien and stoppage

8.1 Until the title of the Goods has passed to the Buyer the Company has the right to withhold delivery in any of the circumstances mentioned in clause 5.3

8.2 When the title of the Goods has passed to the Buyer before payment for them is received by the Company in any of the circumstances mentioned in clause 5.3 then the Company has

1. A lien on the goods so long as the Company is in possession of them;
2. A right of stoppage in transit; and
3. A right of resale.

8.3 Nothing in this clause shall affect the rights given to the Company by ss38-48 of the Sale of Goods Act 1979

9. Inspection/Shortages/Defects

9.1 The Buyer is under a duty wherever possible to inspect the goods on delivery or on collection as the case may be.

9.2 Where the goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not examined"

9.3 The Company shall be under no liability for any defects or shortages that would be apparent on careful inspection if the terms of clauses 9.1 and 9.2 are not complied with, and in any event will be under no liability if a written complaint is not delivered to the Company within 3 days of delivery detailing the alleged defect or shortage. Damage in transit by a carrier must also be notified to it within the time imposed by its contract.

9.4 All manufactured goods supplied by the Company are guaranteed against faults in workmanship or materials which have been notified to it within 3 months of delivery and will be repaired or replaced by it free of charge as soon as reasonably practicable PROVIDED that no liability arising out of any of the following circumstances shall be accepted by the Company:

1. Work carried out by others to the goods;
 2. Buyer's failure to paint or protect from weather, neglect or misuse;
 3. Swelling or shrinkage
 4. Failure to give reasonably opportunity for the Company to inspect or repair or replace goods.
- 9.5 Defective goods for the Company to repair or replace must be returned to the Company's works delivery paid.
- 9.6 Subject to clauses 9 and 10 the Company shall be under no liability for shortage or defect.

10. Liability

10.1 The Company shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Company's negligence). Non-exhaustive illustrations of consequential or indirect loss would be:

1. Loss or Profits
2. Loss of contracts
3. Damage to property of the Buyer or anyone else, and

4. Personal injury to the Buyer or anyone else (except so far as such injury is attributable to the Company's negligence).

5. Site labour costs (including removal, replacement or making good or delay or disturbance to other works)

10.2 The Company's total liability for any one claim or for the total of all claims (other than personal injury claims arising from the Company's negligence) arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed £100,000.00 or the contract price whichever is the greater.

10.3 The Buyer will keep the Company indemnified against all action costs claims and liability arising from faulty or unsuitable instructions given by the Buyer or from allegations of breach of the intellectual property rights of a third party arising out of the Buyer's instructions.

10.4 In the case of goods not manufactured by the Company the Company gives no representation warranty or condition whatsoever that the sale or use of the goods will not infringe patent copyright or other industrial property rights of any other person firm, or company.

10.5 The expression "Performance" when applied to the Company's products, shall mean that a product of that type and design has been tested by an Independent Testing Station and has, on that occasion been rated by the Station for air infiltration and water penetration in the terms of the reported issues by that Station, a copy of which is available for inspection at the Company's offices, but does not mean that all products or that design are suitable for exposure of that sort in all circumstances.

11. Force Majeure

11.1 The Company shall not be liable for any failure to deliver the goods arising from circumstances outside the Company's control.

11.2 Non-exhaustive illustrations of such circumstances would be act of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, Local Nation or supra National Government action or regulations (UK or otherwise), delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities.

11.3 If the circumstances preventing delivery are still continuing three months after, then either party may give written notice to the other cancelling the contract.

11.4 If the contract is cancelled in this way, the Company will refund any payment which the Buyer has already made on account of the price (subject to deduction of any amount the Company is entitled to claim from the buyer) but the Company will not be liable to compensate the Buyer from any further loss or damaged caused by the failure to deliver.

12. Documentation

Catalogues, technical circulars, price lists and other literature issued by the Company are for the Buyers general guidance only and the particulars contained therein shall not constitute representations by the Company and the Company shall not be bound thereby.

13. Notices

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if posted or delivered to the other party concerned at its address specified overleaf or such other address as that party may from time to time notify in writing and shall be deemed to have been serviced 48 hours after posting in a prepaid first class envelope.

14. Assignment

The Buyer shall not assign or transfer or purport to assign or transfer the contract or the benefits thereof to any other person without the prior written consent of the Company.

15. Proper Law and Jurisdiction

The contract shall be governed by and construed in accordance with English Law (including English Conflict of Laws) and all disputes arising in connection with the contract shall be submitted to the jurisdiction of the English Courts.



Updated June 2018