

GHE Stansfeld (UK) Ltd -TERMS & CONDITIONS OF SALE.

1. Formation of Contract

1.1 Any order to purchase products sent to GHE Stansfeld (UK) Ltd (the "**Seller**") by you (the "**Buyer**") (an "**Order**") shall be accepted entirely at the discretion of the Seller, and, if so accepted, will only be accepted upon the terms and conditions set forth herein (the "**Terms and Conditions**") and by means of the Seller's standard order acknowledgement form, which, if provided, shall set out the products ordered under this Contract and any other products supplied after the Order (the "**Products**").

1.1.1 Any order to purchase products sent to GHE Stansfeld (UK) Ltd trading as the Steel Shed (the "**Seller**") by you (the "**Buyer**") (an "**Order**") shall be accepted entirely at the discretion of the Seller, and, if so accepted, will only be accepted upon the terms and conditions set forth herein (the "**Terms and Conditions**") and by means of the Seller's standard order acknowledgement form, which, if provided, shall set out the products ordered under this Contract and any other products supplied after the Order (the "**Products**").

1.1.2 The Steel Shed is a trading name of GHE Stansfeld (UK) Ltd

1.2 Each Order which is so accepted shall constitute an individually legally binding contract between the Seller and the Buyer for the purchase and supply of the Products and shall incorporate the Terms and Conditions (a "**Contract**")

1.3 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No addition, alteration or substitution of these Terms and Conditions will bind the Seller or form part of a Contract unless they are expressly accepted in writing by a person authorised to sign on the Seller's behalf.

1.4 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, or representation made or given by or on behalf of the Seller, which is not set out in the Contract.

1.5 Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or on the Seller's website are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.

1.6 A quotation for the Products given by the Seller shall not constitute an offer. A quotation shall only be valid for a maximum period of 14 days (or otherwise detailed) from its date of issue.

2. Specification and Information

2.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the Order and the terms of the Contract, including any applicable specification, related plans or drawings of the Products ("**Specification**"). No other specification, descriptive material, written or oral representation,

correspondence or statement, catalogues, promotional or sales literature shall form part of or be incorporated by reference into the Contract other than those (if any) that are agreed between the parties.

2.2 The Buyer shall be responsible for ensuring that all relevant information as to the proposed use of the Products is made available both to the Seller and any end user.

2.3 The Seller reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

3. Acceptance of Products/

The Buyer shall be deemed to have accepted the Products upon their delivery by the Seller to the address specified in the Contract (the "**Delivery Location**").

4. Delivery

4.1 Unless otherwise stated in the Contract, the price quoted includes the costs of delivery to the delivery location, provided that the Seller reserves the right to make additional charges to cover any increase in transport costs occurring before the date of delivery or in respect of delivery to an address other than the delivery location.

4.2 Any time or date for delivery given by the Seller is given in good faith, but is an estimate only. Time of delivery is not of the essence.

4.3 The Seller shall not be liable for any delay or failure in delivery of the Products that is caused by Force Majeure, as described and defined in clause 10, or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

4.4 The Seller may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

4.5 On delivery of the goods to the delivery location, the Buyer shall be responsible for unloading the goods, which must be effected by your own labour force and lifting tackle. If the delivery driver shall assist with unloading he shall be deemed to be your agent and any unloading done shall be under your supervision.

5. Title and Risk

5.1 Risk in the Products shall pass to the Buyer upon delivery.

5.2 Title to the Products shall not pass to the Buyer until the Seller has received payment in full in cleared funds for the Products. For the avoidance of doubt, the Seller shall be entitled to sue for the price of the Products once such payment has become due regardless of whether title in the Products has passed to the Buyer.

5.3 Until such time as title in the Products passes to the Buyer, the Buyer shall:

5.3 .1 hold the Products on a fiduciary basis as the Seller's bailee;

5.3.2 Keep the Products separate from those of the Buyer and third parties and properly stored and identified as the Seller's property and retain all the Seller's identification of the Products;

5.3.3 Maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and store the products in so far as is practically possible to maintain the integrity of the products

5.3.4 Give the Seller such information relating to the Products as it may require from time to time, but the Buyer may resell or use the Products in the ordinary course of its business.

5.4 Until such time as title in the Products passes to the Buyer (and provided the Products are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Products to the Seller and, if the Buyer fails to do so forthwith, enter on any premises on the Buyer or any third party where the Products are stored and repossess the Products.

5.5 Until such time as title in the Products passes to the Buyer, the Buyer shall not be entitled to pledge or any way charge by way of security for any indebtedness any of the Products, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without limiting any other right or remedy or the Seller) forthwith become due and payable.

5.6 If before title to the Products passes to the Buyer, the Buyer becomes subject to any of the following, or the Seller reasonably believes that the following is about to happen and notifies the Buyer accordingly:

5.6.1 the buyer suspends, or threatens to suspend, payment of its debts or is deemed unable to pay its debts;

5.6.2. a petition is filed, notice given, resolution passed or an order is made for or in connection with the winding up of the Buyer;

5.6.3 (being an individual) the Buyer is subject to a bankruptcy petition or order;

5.6.4 a creditor or encumbrancer of the Buyer attaches or takes possession of the whole or any part of its assets and such process is not discharged within 14 days;

5.6.5 an application is made to court or an order is made for the appointment of any administrator;

5.6.6 a floating charge holder over the Buyer's assets has become entitled to appoint an administrative receiver;

5.6.7 the Buyer suspends or ceases, or threatens to suspend or cease, to carry on all or substantially the whole of its business; or

5.6.8 the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy, then providing the Products have not been resold and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Products and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.

6. Payment

6.1 The price of the Products is set out in the invoice sent by the Seller.

6.2 Unless otherwise stated in the Contract, payment for the Products in full and cleared funds shall become due at the end of the month following the month in which the Products were invoiced and time for payment shall be of the essence.

6.3 The Seller reserves the right, by giving written notice to the Buyer at any time before delivery to increase the price of the Products to reflect any increase in the cost of the Products which is due to:

6.3.1 any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture);

6.3.2 any change in delivery dates, quantities or specifications for the Products which is requested by the Buyer; or

6.3.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

6.4 The price of the Products is exclusive of amounts in respect of value added tax ("VAT"). The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Products.

6.5 The Seller may invoice the Buyer for the Products at any time after despatch of the Products.

6.6 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:

6.6.1 cancel the Contract or suspend any further deliveries to the Buyer;

6.6.2 appropriate any payment made by the Buyer to such of the Products (or the products supplied under any other order or contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

6.6.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Barclays Bank base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) and the Seller reserves the right to claim interest under the Late Payments of Commercial Debts (Interest) Act 1998. The Buyer shall pay the interest together with the overdue amount.

6.7 All payments (whether pursuant to an invoice issued by to the Seller or otherwise) due or payable to the Seller under a Contract shall be payable immediately by the Buyer upon the Contract being terminated and/or upon the Seller's request despite any other provision.

6.8 The Seller hereby reserves the right to recharge the Buyer for the costs incurred in connection with the Seller's efforts to collect any outstanding payments including without limitation any legal costs reasonably incurred by the Seller or in connection with any third party debt collection agency.

6.9 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, setoff or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

7. Suspension and Cancellation

7.1 If the Buyer becomes subject to any of the events listed in clause 5.6, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any contract between the Seller and the Buyer without incurring any liability to the Buyer and all outstanding sums in respect of the Products delivered to the Buyer shall become due immediately.

7.2 Termination of the Contract, however arising, shall not affect any of the parties' rights or remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

8. Storage

8.1 If the Buyer fails to take delivery of the Products or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

8.1.1 store the Products until completion of delivery and charge the Buyer for the reasonable costs (including insurance) of such storage; or

8.1.2 sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price stated in the Order or charge the Buyer for any shortfall below the price stated in the Order.

9. Damage in Transit

The Seller will replace free of charge any Products proved to the Seller's satisfaction to have been damaged in transit during delivery (if arranged by the Seller) provided that the carrier is immediately notified of such damage on delivery and thereby reports the same to the Seller by way of a delivery note marked "received damaged". It is the Buyer's responsibility to inspect the Products on delivery.

10. Force Majeure

10.1 The Seller shall not be under any liability for any failure to perform any of its obligations under the Contract caused by Force Majeure (as defined below).

10.2 "**Force Majeure**" means fire, explosion, flood, lightning, collapse of building structures, act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, breakdown of plant or machinery, default of suppliers or contractors or events or circumstances outside the reasonable control of the Seller.

11. Confidentiality

Both the Seller and the Buyer shall keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between the parties relating to either party's business, the Products and the Order. This clause 11 shall survive termination or expiry of the Contract.

12. Limitation of Liability

12.1 Nothing in these Terms and Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for fraud, fraudulent misrepresentation or death or personal injury caused to the Buyer by reason of the negligence of the Seller or of its servants, employees or agents.

12.2 In no circumstances shall the Seller be liable to the Buyer in contract, tort, (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof for any loss of profit, revenue, business, contract, revenues, wasted expenditure or anticipated savings or for any special indirect incidental or consequential damage or any nature whatsoever.

12.3 The Seller's liability to the Buyer in respect of all other losses, in contract, tort (including negligence or breach of statutory duty) or howsoever arising shall be limited to the price of the Products.

13. General

13.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract shall continue in full force and effect.

13.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract./

13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.6 Except as set out in these Terms and Conditions, any variation of the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by a person authorised by the Seller.

14. Returns & Refunds

We will refund or exchange an item, providing that:

14.1 All returns must be made within 14 days of receipt of goods

14.2 If you wish to return an item for any reason except being faulty or we have sent the wrong goods, we will only accept items that are on our current stock list. Any steel that has been specially cut to your size/requirement/specification cannot be returned.

14.3 Once your order has been cut to your requirements, we are unable to cancel the order even if the goods have not been dispatched.

14.4 If the goods are delivered damaged we may require evidence of the damage. e.g. photographs before we replace the goods or make a refund. Please contact us on 01132 628155 to discuss.

14.5 If the goods are delivered damaged, we reserve the right to collect the damaged goods from the delivery address stated on your order

14.6 We are sorry but we cannot accept returns of specially made items, as these have been made to your design

14.7 Please be aware that should you wish to return an item for any reason other than it being faulty or we have sent the wrong goods, you will need to arrange for the goods to be returned to us and this will be at your own cost. We appreciate it may be difficult to arrange to return some longer lengths of steel and in these circumstances, ask that you contact us on 01132 628155 to try and arrange a collection. We will discuss a collection cost with yourselves. The collection cost may be wholly and substantially different to the original carriage charge for the original delivery.

14.8 Any items to be returned should be in the original packing and be unused. We will not accept any items that have been used, cut, damaged or any other and are not in a re-saleable condition. The material must have been stored inside. Any subsequent refund may well be met with a re-stocking charge plus a carriage and handling charge. This charge could be wholly different to the initial order and could well be more than the original contract cost.

14.9 If you wish to return an item, please contact sales on 01132 628155 or email sales@gheuk.co.uk

14.10 All returns must show our returns number, this will be communicated to yourself after speaking to us on 01132 628155

14.11 Any refund will only be made once we are in receipt of the goods or you have supplied evidence of having sent the goods back whichever is the earliest. Any refunds are made by the same method as the original payment was made. We aim to process your refund as soon as possible but this will be within 14 working days of receipt of the returned goods or if earlier 14 days after the day you provide evidence that you have returned the goods.

14.12 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCIARs) form part of our refund / exchange policy. If the product you ordered is no longer required and provided that we have not personalised these goods by cutting them down to your specific sizes, this allows you to cancel your contract with us within 14 working days of receipt of the goods. If the goods are not required, you will need to arrange for the goods to be returned to us and this will be at your own cost. We appreciate it may be difficult to arrange to return some longer lengths of steel and

in these circumstances, ask that you contact us on 01132 628155 to try and arrange a collection. We will discuss a collection cost with yourselves. The collection cost may be wholly and substantially different to the original carriage charge for the original delivery.

15. Right to Cancel

15.1 You have the right cancel this contract within 14 days without giving any reason

15.2 The cancellation period will expire after 14 days from the day on which you acquire physical possession of the goods or in case of multiple products ordered by you in one order but delivered separately, the day on which you acquire or a third party indicated by you acquired physical possession of the last goods.

15.3 We can only accept cancellation of goods that are on our current stock list. Any product that has been cut to your personal requirement / size / specification cannot be returned.

15.4 Once your order has been cut to your requirements, we are unable to cancel the order even if the goods have not been dispatched.

15.5 To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

15.6 To exercise the right to cancel you must inform us of your decision to cancel this contract by a clear statement, in writing either by:-

- Post to: GHE Stansfeld (UK) Ltd, Springwell Works, Buslingthorpe Lane, Leeds, West Yorkshire, LS7 2DF
- Email to: sales@gheuk.co.uk

16. Effects of Cancellation

16.1 If you cancel this contract, we will reimburse to you all payments received from you including the costs of delivery (subject to note 14.8) We will not refund the original delivery cost or the cost of us delivering the goods if you received free delivery.

16.2 We may take a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of any unnecessary handling by you; other than handling beyond what is necessary to establish the nature, characteristics and functioning of the goods.

16.3 We will make the refund without undue delay, and not later than 14 days after the day we receive back from you any goods supplied, or if earlier 14 days after the day you provide evidence that you have returned the goods.

16.4 If there were no goods supplied, 14 days after the day on which we were informed about your decision to cancel the contract.

16.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement

16.6 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent the goods back whichever is the earliest.

17. Applicable Law

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed in all respects by English Law and the parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.