

**STANDARD TERMS & CONDITIONS OF SALE**  
**D & S SHEET METAL LIMITED ('The Company')**

1. **ORDERS** The Company is not willing to contract other than on these conditions and any printed or standard conditions which appear or are referred to on any documents emanating from the purchaser are to have no legal effect whatsoever. No order shall become binding upon the Company until it has been expressly accepted by the Company in writing. All orders are to be confirmed in writing.
  2. **VARIATION** No alteration to the Contract or any conditions shall be binding on the Company unless agreed in writing
  3. **PRICES** The Company reserves the right to alter any prices without notice due to market fluctuations, Government levies, National or EEC price increases
  4. **DELIVERY** Times or dates for delivery are estimated figures only. The Company shall make every effort to comply with such times, but is not a guarantee. The Company will not be liable for any failure to deliver nor for loss or consequential loss arising from delivery/non delivery howsoever caused.
  5. **TERMS FOR PAYMENT** Payment of all monies due in respect of the delivery is due by the end of month following date of invoice. Any monies outstanding after this date the Customer, at the discretion of the Company shall pay interest at the rate of 1.5% per month. from due date for the total amount overdue until paid.
  6. **RISK** Risk in the goods shall pass to the purchaser on delivery notwithstanding that ownership will not pass until payment is received in full. The property of the goods sold shall remain with the Company until the purchaser pays for them in full and the purchaser shall have possession of them until payment in full as a bailee only. Should the goods or materials supplied by the Company become incorporated, mixed, combined or processed with other property, legal ownership of that product shall be vested in the Company until such time as payment is received in full of the contracted price and the Customer shall be the bailee of the goods for the Company.
  7. **INSOLVENCY OF CUSTOMER** The Customer shall grant an irrevocable licence to the Company or its agents, with or without vehicles, to enter on to the Customers premises to take possession of the Companys goods. In the event of any resale by the Customer of the Companys goods, the beneficial entitlement of the Company shall attach any claim against the Customers purchaser and to any proceeds of that sale so that such claims or proceeds of sale shall be held in trust for the Company and the Customer shall have a fiduciary duty to account to the Company for that claim and any proceeds of sale. Where proceeds of such resale are received by the Customer, he shall keep them in a separate account as agent for the Company until the proceeds are handed over to the Company.
  8. **LOSS OR DAMAGE IN TRANSIT** The Company accepts liability for loss or damage while in transit to the Customer except where goods are collected by the Customer or its agents, provided the Company is notified by the Customer in writing within 3 days of delivery. Any discrepancies as to amounts or quantities should be advised immediately and confirmed in writing within 3 days and an opportunity given to recount.
  9. **LIABILITY** The Company gives no express or implied warranty and accepts no liability whatsoever (direct, indirect or consequential) whether in contract or tort as to materials, workmanship, performance, design or specification, suitability for any particular purpose or any other aspect of the goods, their characteristics or behaviour except that a good title is warranted to the goods sold and that liability for death or personal injury as a result of the Companys negligence and liability under the consumer protection act 1987 may not be excluded or limited. The Company shall not be under any liability once the goods have been worked on or processed, nor for any defect arising out of an error of Customer specification.
  10. **RETURNS FOR CREDIT** The Company disclaims liability for goods returned without the written consent of the Company. Any goods approved for return must be advised in writing quoting the Companys invoice/advlce number. The Company reserves the right to charge a reasonable handling charge, where this is justified.
  11. **FORCE MAJEURE** The Company shall be under no liability if it should be unable to carry out any provision of the Contract for any reason. beyond its control including (but without limiting the foregoing) act of God, legislation, war, fire, failure of power supply, lockout, strike or other industrial dispute or inability to produce materials required for the performance of the Contract, the Company shall not be responsible for any delay or non delivery caused by the foregoing.
- Data Protection Act 1998 : We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with as credit reference agency