

Terms of Business

The following are the terms ("**Terms**") on which Baker Steel Trading Limited ("**we**" "**our**" or "**us**") have agreed to supply steel products ("**Goods**") and services to you ("**you**" or "**your**").

1. Quotations

1.1 - Unless specified otherwise, quotations are valid for 7 days from the date of the quotation.

1.2 - This offer is submitted without sight of final drawings and full information regarding site conditions and will be subject to adjustment.

2. Orders

2.1 - You may place an order for Goods from us by any written form of communication ("**Order**"), however no Orders submitted by you shall be deemed to be accepted by us unless and until confirmed by us in writing ("**Confirmation**").

2.2 - If we are unable to accept your Order, we will inform you of this in writing along with our reason for the rejection and we will not charge you for the Goods.

2.3 - You shall be responsible for ensuring the accuracy of the terms of any Order and for checking that the Confirmation is correct.

2.4 - No Order which we have accepted may be cancelled by you unless the provisions of clause 2.5 below apply.

2.5 - You have a legal right to change your mind within 14 days after the day you (or someone you nominate) receives the Goods ("**cooling-off period**") and receive a refund if:

2.5.1 - you are an individual and you are buying the Goods from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession) ("**consumer**") and

2.5.2 - the Goods were not made to your specification.

2.6 - These Terms apply to the exclusion of any other terms that you may seek to impose.

2.7 - Modifications to orders already placed must be confirmed and agreed in writing and will be subject to a £45.00 + vat admin fee plus the cost of any alterations required. The modifications and/or changes will be carried out upon confirmation from the customer and provided that the customer agrees to pay all charges related to work already done whether this is preparation work such as drawings or the production of products or components thereof.

3. Technical specifications

3.1 - The company will not withhold technical information or drawings, which are reasonably required by the customer for correct use or installation of the company products, but those drawings will remain confidential and the customer shall not communicate them to any third party without the company's written consent.

3.2 - We have only included for steelwork that has been specifically sized and detailed on any drawings provided.

3.3 - We have not included for any design element to either the structure or steelwork connections. If calculations are required for completion of connection design this will be charged at a rate of £90.00 per hour.

3.4 - All Steel sections are based on being grade S275JR steel.

3.5 - Our quotation is based on all welds being 6mm fillet welds unless noted otherwise on drawing provided, if larger welds are required there would be an additional charge.

3.6 - We have not allowed for the cost of Weld Testing, but facilities will be made available for testing by others.

3.7 - All necessary assembly bolts will generally be supplied plated.

3.8 - We have not allowed for any HSFG bolts, moment connections, hollow bolts or blind bolts unless otherwise noted.

3.9 - We have not allowed for copies of approved fabrication drawings. These will be subject to an additional charge, if required by the Customer.

4. Delivery

4.1 - We shall deliver the goods:

4.1.1 - on the delivery date specified in our Confirmation.

4.1.2 - at your premises in the United Kingdom as set out in your Order.

4.2 - Any dates for delivery of the Goods specified in our Confirmation shall be of the essence of these Terms.

4.3 - If you fail to take delivery of the Goods then, without prejudice to any other right or remedy available to us:

4.3.1 - delivery of the Goods shall be deemed to have been completed at the time you failed to take delivery; and

4.3.2 - we may store the Goods until actual delivery and charge you for the reasonable costs, including insurance and storage; or

4.3.3 - we may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price payable or charge you for any shortfall below that price.

4.4 - We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate supply of Goods. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

4.5 - The company will attempt to deliver all goods by the required date but will not incur any liability for failure to do so.

4.6 - The company is not responsible for any consequential loss arising from delays, damages, or losses of goods during transit.

4.7 - The customer shall provide a clear site and adequate access and labour for the unloading of goods at his premises.

4.8 - We have not visited the site to ascertain means of access/positioning of our delivery vehicle. We have therefore assumed that any road closures, pedestrian access/walkways, notice to police, local authorities, adjoining properties etc will be the responsibility of others.

4.9 - The customer shall accept all responsibility and indemnify the company against damage to property, injury to persons from any cause whilst deliveries are being made at the customer's premises.

5. Price

5.1 - The price of the Goods shall be the price specified in the Confirmation. All prices quoted are valid only for the Order which you make.

5.2 - All prices are given by us inclusive of delivery costs unless otherwise specified by us in our Confirmation.

5.3 - All prices are exclusive of value added tax, which you shall be additionally liable to pay to us.

6. Terms of Payment

6.1 - We shall be entitled to invoice you immediately on the date of our Confirmation.

6.2 - You shall on the date of our Confirmation provide us with valid, up-to-date and complete payment card details and you hereby authorise us and / or any third party appointed by us to process and administer card payments under these Terms to bill such payment card upon the date of our Confirmation. Time for payment shall be of the essence of these Terms.

6.3 - If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us, we may:

6.3.1 - cancel the Order and suspend any further deliveries to you until you have paid us the outstanding amounts. We will contact you to tell you if we are suspending further deliveries to you and we will not charge you for the Goods during the period for which they are suspended; and

6.3.2 - charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

6.4 - If you are a business customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.5 - Whilst the goods are in the possession of the customer or his/her representative the customer shall accept responsibility for and indemnify the company against loss or damage of the goods until such time as they are paid in full.

6.6 - In the case of account customer's payment is due in full by the 30th of the month following the invoice date unless otherwise agreed upon in writing. We reserve the right to apply for interim payments on a monthly basis, with payment being due within fourteen days of the issuing of the Invoice. No retention to be held.

6.7 - No discounts will be given unless agreed in writing.

6.8 - All prices are subject to VAT at the current rate.

6.9 - The price of the Goods shall be the price specified in the Confirmation. All prices quoted are valid only for the Order which you make.

7. Risk and Property

7.1 - The Goods shall be at your risk from the date of delivery.

7.2 - Title to the Goods shall not pass to you until we have received payment in full in cleared funds for the Goods.

7.3 - If, before title to the Goods passes to you, you become subject to any of the events listed in clauses 12.4.3 to 12.4.4, then, without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods in your possession that have not been resold, or irrevocably incorporated into another product, and, if you fail to do so promptly we may enter any vehicle or premises where the Goods are stored in order to recover them.

8. Goods and Warranties if you are a business customer

8.1 - Although we have made every effort to be as accurate as possible because our Goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website or any online marketplace have a 3% tolerance.

8.2 - If you are a business customer, we warrant that on delivery and for a period of 12 months from the date of delivery ("**warranty period**"), the Goods shall:

8.2.1 - conform with their description and any relevant specification.

8.2.2 - be free from material defects in design, material and workmanship.

8.2.3 - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
and

8.2.4 - be fit for any purpose confirmed by us in writing.

8.3 - Subject to clause 8.4, if:

8.3.1 - you give us notice in writing during the warranty period and within a reasonable time of discovery that some or all the Goods do not comply with the warranty set out in clause 8.2;

8.3.2 - we are given a reasonable opportunity of examining such Goods; and

8.3.3 - you return such Goods to us at our cost,

we shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

8.4 - We will not be liable for the Goods' failure to comply with the warranty in clause 8.2 if:

8.4.1 - you make any further use of such Goods after giving a notice in accordance with clause 8.3.1

8.4.2 - the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.

8.4.3 - the defect arises as a result of us following any drawing, design or specification supplied by you.

8.4.4 - you alter or repair the Goods without our written consent; or

8.4.5 - the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

8.5 - Except as provided in this clause 8, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 8.2.

8.6 - These Terms shall apply to any repaired or replacement Goods supplied by us under clause 8.3.

9. Goods and Warranties if you are a consumer

9.1 - If you are a consumer, we are under a legal duty to supply Goods that are in conformity with these Terms. Please see clause 9.2 below for a summary of your key legal rights in relation to the Goods. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 0345 404 0506. Nothing in these Terms will affect your legal rights.

9.2 - The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Goods your legal rights entitle you to the following:

9.2.1 - Up to 30 days: if your Goods are faulty, then you can get an immediate refund.

9.2.2 - Up to 6 months: if your Goods cannot be repaired or replaced, then you are entitled to a full refund, in most cases.

9.2.3 - Up to 6 years: if your Goods do not last a reasonable length of time you may be entitled to some money back.

9.3 - If you wish to exercise your legal rights to reject the Goods and get a refund in accordance with clause 9.2 you must either post the Goods back to us or allow us to collect them from you. We will pay the costs of postage or collection.

10. Our responsibility for loss or damage suffered if you are a business customer

10.1 - Nothing in these Terms limits any liability which cannot legally be limited, including liability for:

10.1.1 - death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

10.1.2 - fraud or fraudulent misrepresentation.

10.1.3 - breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

10.1.4 - defective products under the Consumer Protection Act 1987.

10.2 - Except to the extent expressly stated in clause 8.2 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are excluded.

10.3 - Subject to clause 10.1:

10.3.1 - we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms; and

10.3.2 - our total liability to you for all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for Goods under these Terms.

11. Our responsibility for loss or damage suffered if you are a consumer

11.1 - We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 - We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Goods as summarised at clause 9.2; and for defective products under the Consumer Protection Act 1987.

11.3 - We are not liable for business losses. If you are a consumer, we only supply the Goods to you for domestic and private use. If you use the Goods for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 10.

12. Termination

12.1 - Without affecting any other rights or remedies available to you, you shall be entitled to terminate your contract with us immediately by written notice to us if:

12.1.1 - the Goods are faulty or misdescribed (in which case you may also choose to get the Goods repaired or replaced or to get some or all of your money back) see clause 8 if you are a business and clause 9 if you are a consumer. We will pay the costs of return of any Goods; or

12.1.2 - you are a consumer and have changed your mind about the Goods in accordance with clause 2.5. You may be able to get a refund if you are within the cooling-off period, but you will have to pay the costs of return of any Goods.

12.2 - If you terminate the contract for any reason after the Goods have been dispatched to you or you have received them, you must post them back to us or (if they are not suitable for posting) allow us to collect them from you. If you are a consumer exercising your right to change your mind in accordance with clause 2.5 you must send off the Goods within 14 days of telling us you wish to end the contract.

12.3 - We will make any refunds due to you by the method you used for payment as soon as possible. If you are exercising your right to change your mind in accordance with clause 2.5, then your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us.

12.4 - Without affecting any other rights or remedies available to us, we shall be entitled to terminate the supply of Goods hereunder immediately by written notice to you if:

12.4.1 - you do not make any payment to us when it is due, and you still do not make payment within 30 days of us reminding you that payment is due.

12.4.2 - you commit any material breach of any of these Terms and, in the case of a breach which is capable of remedy, you fail to remedy the same within 30 days after receipt of a written notice by us giving full particulars of the breach and requiring it to be remedied.

12.4.3 - you take any step or action in connection with your entering administration, provisional liquidation, bankruptcy or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business; or

12.4.4 - you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business.

12.5 - Without affecting any other right or remedy available to us, if any of the events set out in clause 12.4 occurs we shall be entitled to cancel the supply of Goods hereunder or suspend any further deliveries without liability to you, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. We will contact you to tell you if we are suspending further deliveries to you and we will not charge you for the Goods during the period for which they are suspended.

13. General

13.1 - We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2 - You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

13.3 - Nobody else has any rights under our contract with you. The contract is between you and us. No other person shall have any rights to enforce any of these Terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.

13.4 - if a court finds part of these Terms illegal, the rest will continue in force. Each of the clauses and sub-clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses and sub-clauses will remain in full force and effect.

13.5 - Even if we delay in enforcing our contract with you, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking the contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

13.6 - You can contact us by telephoning us or by writing to us at the email address or postal address provided by us in our Confirmation.

13.7 - If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

13.8 - When we use the words "writing" or "written" in these Terms, this includes emails.

13.9 - No variation of these Terms shall be binding unless made in writing and signed by you and us.

13.10 - If you are a consumer, these Terms, their subject matter and their formation, are governed by English law and you can bring legal proceedings in respect of the Goods in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can

bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

13.11 - If you are a business customer, any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

14. Site work and steel installation

14.1 - Any work required at the customer's premises will be charged at additional costs at our current rate.

14.2 - The customer shall allow the company and its servants or contractors free and clear access to the area where work is to be carried out and make available the necessary services and labour as agreed when required.

14.3 - Whilst we have included for touching up primer after erection, blemishes and dirty marks cannot be avoided and a site applied coat of paint by others after erection is recommended.

14.4 - Erection will be carried out during normal working hours, on a clear and level site, unobstructed by other contractor's labour or material for the duration of our operations. Delays or additional visits will be subject to additional costs.

14.5 - Temporary propping if required to be supplied and fixed by others at no cost to Baker Steel Trading Ltd

14.6 - Main contractor to provide, free of charge, on-site parking for all vehicles. If parking fees are applicable, then we reserve the right to charge for this.

14.7 - Main contractor/Client to provide, free of charge, 240/110V power supply for small tools and lighting.

14.8 - Welfare facilities to be provided by others.

14.9 - Task and safety lighting to be provided by others.

15. Inspection

15.1 - If required goods can be inspected prior to despatch at the company's premises but such inspections must be stated at the time of order.

15.2 - Any costs incurred due to delays in inspection after the agreed date and not due to actions on the part of the company will be charged in full.

16. Insurance

16.1 - Our public liability Insurance is for £10,000,000.00. Should you require this to be increased we will be pleased to submit a quotation for your request.