

## **Terms & Conditions for sale of goods**

1. These Terms and Conditions will apply to the purchase of the goods detailed in our Order Confirmation (**Goods**) by the buyer (**you or Customer**) from Cogent Steel Ltd a company registered in England and Wales under number 11272376 whose registered office is at 28 Chelwood Grove, West Yorkshire, LS8 2AX (**we or us or Supplier**).

2. These Terms and Conditions will be deemed to have been accepted by you when you accept them or the Order Confirmation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you..

3. These Terms and Conditions and Order Confirmation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **Interpretation**

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.

5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

6. Words imparting the singular number include the plural and vice-versa.

### **Goods**

7. The description of the Goods is set out in our sales documentation, unless expressly changed in our Order Confirmation. In accepting the Order Confirmation you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.

8. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

### **Price**

9. The price (Price) of the Goods is set out in our Order Confirmation current at the date of your order or such other price as we may agree in writing.

10. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.

11. Any increase in the Price under the clause above will only take place after we have told you about it.

12. You may be entitled to discounts. Any and all discounts will be at our discretion.

13. The Price is inclusive of fees for packaging and transportation / delivery.

14. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

### **Cancellation and alteration**

15. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.

16. The Order Confirmation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 180 days only from the date shown in it unless expressly withdrawn by us at an earlier time.

17. Order is deemed to be accepted after 24 hours from receipt of Supplier's Order Confirmation. 100% cancellation charge applies if order is revoked after material has already been cut or during or after material has been manufactured.

### **Payment**

18. We will invoice you for the Price either:

a. on or at any time after delivery of the Goods; or

b. where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.

19. You must pay the Price within 30 days of the date of our invoice or otherwise according to any credit terms agreed between us.

20. You must make payment even if delivery has not have taken place and / or that the title in the Goods has not passed to you.

21. If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 4% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.

22. Time for payment will be of the essence of the Contract between us and you.

23. All payments must be made in £ GBP unless otherwise agreed in writing between us.

24. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

## **Delivery**

25. We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing.

26. If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.

27. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 5 pm.

28. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:

- a. store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
- b. make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or
- c. after 10 business days, dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.

29. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.

30. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

31. We can deliver the Goods by installments, which will be invoiced and paid for separately. Each installment is a separate contract. Any delay in delivery or defect in an installment will not entitle you to cancel any other installment.

## **Inspection and acceptance of Goods**

32. You must inspect the Goods on delivery or collection.

33. If you identify any damages or shortages, you must inform us in writing within 3 days of delivery, providing details.

34. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.

35. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.

36. We will be under no liability or further obligation in relation to the Goods if:

- a. if you fail to provide notice as set above; and/or
- b. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
- c. the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
- d. the defect arises from normal wear and tear of the Goods; and/or
- e. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.

37. You bear the risk and cost of returning the Goods.

38. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 4 days after delivery.

## **Risk and title**

39. The risk in the Goods will pass to you on completion of delivery.

40. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.

41. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

42. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

## **Termination**

43. We can terminate the sale of Goods under the Contract where:

- a. you commit a material breach of your obligations under these Terms and Conditions;
- b. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
- c. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or

d. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

#### **Limitation of liability**

44. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.

45. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

46. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

47. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.

48. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:

- a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
- c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
- d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
- e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.

49. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

#### **Communications**

50. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

51. Notices will be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

52. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

#### **Data protection**

53. When providing the Goods to the Buyer, the Seller may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Buyer.

54. The parties agree that where such processing of personal data takes place, the Buyer shall be 'data controller' and the Seller shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.

55. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

56. The Seller shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with the Buyer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

57. The Seller shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

58. The Seller shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about the Seller's approach to data protection are specified in its Data Protection Policy, which is available upon request. For any enquiries or complaints regarding data privacy, you can e-mail: [info@cogentsteel.co.uk](mailto:info@cogentsteel.co.uk).

#### **Circumstances beyond the control of either party**

59. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

## No Waiver

60.No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

## Severance

61.If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## Law and jurisdiction

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

## Confidentiality Agreement Conditions

This agreement is made with the acceptance of the Order Confirmation.

## Meanings

1.These words and phrases have defined meanings:

<b>Agreement</b>	this confidentiality agreement and any amendments;
<b>Confidential Information</b>	any information disclosed by or on behalf of the Disclosing Party to the Receiving Party during the Term that at the time of disclosure (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means or other forms and whether directly or indirectly) is confidential in nature or may reasonably be considered to be commercially sensitive and which relates to the business and affairs of the Disclosing Party including but not limited to: (a) all Intellectual Property Rights of the Disclosing Party and (b) all analyses, compilations, studies and other documents prepared by the Receiving Party which contain or otherwise reflect or are generated from the information referred to above;
<b>Effective Date</b>	the date of this Order Confirmation;
<b>Intellectual Property Rights</b>	all trade and service marks, registered and unregistered design rights, all design right applications, patents, copyrights, database rights and rights in know how, confidential information and inventions and other intellectual property rights of a similar or corresponding character whenever and however arising and all renewals and extensions of such rights which may now or in the future exist;
<b>Permitted Purpose</b>	for the purposes of exploring a joint venture between the parties;
<b>Term</b>	the term of this Agreement;
<b>Working Day</b>	any day other than a Saturday, Sunday or bank holiday in England and Wales.

2.Unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;
- b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
- c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. the term 'including' does not exclude anything not listed;
- e. "including" is understood to mean "including without limitation";
- f. reference to any statutory provision includes any modification or amendment of it;
- g. the headings and sub-headings do not form part of this Agreement.

## Obligations in relation to Confidential Information

3.In consideration of the disclosure to it of Confidential Information by the Disclosing Party, the Receiving Party undertakes that it will:

- a. keep all Confidential Information strictly confidential and not disclose any part of it to any other person without the Disclosing Party's prior written consent;
- b. not use any part or the whole of the Confidential Information directly or indirectly for any purposes other than the Permitted Purpose without the express written consent of the Disclosing Party; and
- c. use a reasonable degree of care to protect the Confidential Information.

## Ownership of Confidential Information

4.The Confidential Information (including any Intellectual Property) remains the property of the Disclosing Party. The disclosure of the Confidential Information does not give the Receiving Party any rights of ownership in the Confidential Information.

## Exceptions to non-disclosure and confidentiality

5.The obligations of confidentiality set out in this Agreement do not apply to any information which:

- a. is already known to, or in the possession of, the Receiving Party at the time of its disclosure by the Disclosing Party and is not subject to any obligation of confidentiality;
- b. is, or becomes through no wrongful act or default of the Receiving Party, public knowledge;
- c. is received from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of a duty of confidence;
- d. is approved for disclosure in writing by the Disclosing Party;
- e. must be disclosed by law or the rules of any court or other body of competent jurisdiction, any governmental or regulatory body or any recognised investment exchange.

### **Term and return of Confidential Information**

6. This Agreement comes into force on the Effective Date of the Order Confirmation and continues in force unless terminated earlier at any time by both Parties giving written notice of termination to the other.

7. On termination of this Agreement or on demand by the Disclosing Party, the Receiving Party must immediately stop using all Confidential Information, return all Confidential Information to the Disclosing Party and provide a certificate to the Disclosing Party certifying that no copies of the Confidential Information have been made or retained.

### **Remedies**

8. Both Parties acknowledge that damages alone are not an adequate remedy for any breach of this Agreement by the Receiving Party.

9. The Disclosing Party is entitled to the remedies of injunction, specific performance and other equitable relief for any breach of this Agreement by the Receiving Party (actual or threatened), without prejudice to any other rights and remedies available at any time.

### **Limitation of liability**

10. Each Party warrants to the other that it has the legal right and authority to enter into and perform its obligations under this Agreement.

11. Subject to the above, the Disclosing Party (including its employees, officers, agents, subsidiaries or any other associated third parties associated) does not accept responsibility or liability for the Confidential Information. The Disclosing Party makes no representation or warranty, express or implied, that the Confidential Information disclosed is accurate or complete.

### **Circumstances beyond the control of the parties**

12. A Party to this Agreement is not liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. In these circumstances, the affected party must notify the other party or parties as soon as reasonably practicable. The notified Party or Parties may suspend or terminate the Agreement on notice, taking effect immediately upon delivery of the notice.

### **Entire Agreement**

13. This Agreement contains the whole Agreement between the Parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

### **General**

14. No Party may assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other Party or Parties, such consent not to be unreasonably withheld.

15. No variation to this Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of the Parties.

16. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no third Party has any right to enforce or rely on any provision of this Agreement.

17. Unless otherwise agreed, no delay, act or omission by a Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

18. Provisions which by their intent or terms are meant to survive the termination of this Agreement, will do so.

19. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement will not be affected.

20. Any notice to be delivered under this Agreement must be in writing and delivered by pre-paid first class post to, or left by hand delivery, at the registered address or place of business of the notified Party, or sent by email to the other Party's main business email address as notified to the sending Party.

21. Notices:

a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;

b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address;

c. sent by email will be deemed to have been received on the next Working Day after sending.

This clause does not apply to the service of proceedings or other documents in legal action.

### **Law and jurisdiction**

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

**Thank you for your attention**  
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