

## ***Safety First***

Steeldeck endeavors to make products that are safe. For example we use reputable steel and wood suppliers whose products can be trusted. However, there is still risk of injury if our products are used recklessly. For example Steeldeck platforms can be used to make stages; whether a stage needs handrails depends on how it is be used. It is the responsibility of anyone buying Steeldeck products to carry out the appropriate risk assessment and take measures to ensure that any risk is minimised. Steeldeck are happy to provide advice especially to non-professional organisation and individuals to whom risk assessments are new.

To emphasise this point we have included a requirements in our Terms and Conditions that our customer shall look after the safety of users of our products.

## ***Steeldeck Terms and Conditions***

### ***Health and Safety at Work***

All goods are sold subject to the requirements that the Customer shall give the following undertaking:

"We undertake to make available to those persons who will use these products at work all information concerning the products which we shall receive from the supplier or manufacturer and we further undertake to take measures to ensure that such information is utilised to ensure, so far as is reasonably practicable, that the products will be safe and without risk to health when properly used"

### ***General***

All quotations are made and all orders accepted by the Company (Kings Cross Manufacturing Limited) subject to the following conditions which bind the Customer. In the event of inconsistencies between these conditions of sale and any conditions stipulated by the Customer, the Company's conditions shall be binding upon the Customer unless and until a Director of the Company has accepted the variation in writing.

### ***Exports from the European Community***

Contracts for sale to outside the U.K. shall be governed by Incoterms 2000. Any letter of credit must be opened subject to the Uniform Customs and Practice for

Documentary Credits (1993 revision), ICC Publication Number 500.

### ***Prices***

Prices are subject to alteration without notice unless stated otherwise in writing

### ***Quotations***

Quotations for goods to be delivered within one hundred and eighty days are open for acceptance within thirty days from the date of quotation and will be deemed to have been withdrawn after thirty days.

Quotations for goods to be delivered after one hundred and eighty days are not open for acceptance and are for budgetary purposes only.

### ***Lead Time***

If a lead time is quoted it will commence from receipt by the Company of a written order accompanied by sufficient information to enable the Company to proceed with the order. Any lead time quoted by the Company is only an estimate and not certain. The company is not liable for any for any failure to deliver within the quoted lead time and the Company does not accept liability for any indirect or consequential loss or damage.

### ***Delivery***

Unless otherwise stated carriage is charged extra and the Company reserves the right to deliver in more than one consignment. In case of delivery by instalments the failure of the Customer to pay for any instalment payment shall entitle the Company to treat the contract as repudiated by the Customer.

Delivery will be to the kerb side at the delivery address unless otherwise stated.

### ***Risk and Title***

Neither the legal or beneficial title in the goods supplied shall pass to the Customer until the Customer has made payment in full. Until payment in full has been made to the Company, the Customer shall be a bailee of the goods from the Company and shall owe fiduciary relationship to the Company in such capacity. In the event of the resale of the goods supplied to the Customer by the Company but before payment in full therefore has been made to the Company, the Customer shall in discharge of such fiduciary relationship, account to the Company for the price of goods (and any interest thereon if due) from the Proceeds of such resale but without prejudice to any other rights the Company may have against the Customer. Risk shall pass to the Customer on delivery to the Customer or to such person as he may direct

### **Loss and Damage in Transit**

Unless otherwise stated goods will be packed to the Company's normal specification in non-returnable packaging. The Company will refund the cost of, or at its discretion replace or repair free of charge any of the goods proved to the Company's satisfaction to have been lost or damaged in transit up to the moment of such delivery. This is provided that within three days after delivery of the goods in the case of damage or part loss, or within 10 days of receipt of invoice in the case of complete loss, the Customer notifies both the Company and the carriers (if known) in writing of the amount of the damage or loss and of its nature and extent. This is the sole liability accepted by the Company in respect of any such loss or damage and the Company does not accept liability for any indirect or consequential loss or damage.

### **Force Majeur**

The Company shall not be under any liability whatsoever in the event of any delay or failure to deliver any of the goods due directly or indirectly to any cause of whatever nature or howsoever arising not within the reasonable control of the Company including act of God, war, invasion, rebellion, revolution, insurrection, riot, commotion, disorder, malicious damage, fire, flood, tempest, epidemic, quarantine restrictions, strikes or other industrial disputes, lockouts, freight embargoes, unusually severe weather shortage of raw materials or energy supplies, transportation delays and failure by sub-contractors or suppliers to perform.

### **Guarantee**

- a) The Company guarantees at its discretion to refund the price of the goods or to repair or replace free of charge any of the goods found to its satisfaction to be defective owing to faulty design, materials or workmanship provided that the goods have not been modified and have been operated, repaired and maintained within the Company's recommendations for use (if any) and provided that the Company's liability under this condition shall in no circumstances extend beyond the corresponding liability of supplier.
- b) Goods returned under this guarantee shall be delivered as directed by the Company at the Customer's expense. The company will be under no obligation whatsoever to repair the goods at the Customer's premises unless specifically agreed otherwise at or before the time of sale in writing.
- c) Goods replaced under this guarantee may be supplied to the current standard specification and finish.

### **Return of Goods**

Goods cannot be returned for credit unless previously agreed in writing and if so agreed the goods must be consigned carriage paid. Goods returned for credit must

be in good order and condition (no security markings), and complete with all packaging and manuals and must include an advice note stating the reason for the return and quoting the Company's invoice/despatch note number under which the goods were dispatched by the Company. The Company reserves the right to make a handling and restocking charge on goods returned.

### **Repairs**

If goods are returned to the Company for repair and if the Company agrees to carry out such repairs, then the only liability of the Company shall be to put the goods into a reasonable state of repair bearing in mind the age and condition of the goods.

### **Payment**

- a) Unless credit arrangements have been agreed with the Company all invoices will be payable in cash. Where credit facilities have been granted payment will be due 30 days from the date on the invoice.
- b) Where payment is not received in accordance with (a) above the Company reserves the right to charge interest on any overdue sums at the statutory rate of interest specified by the Late Payment of Commercial Debts (Interest) Act 1998.
- c) The Company may from time to time, allow at its absolute discretion, discount for prompt settlement of accounts and the Company reserves the right to vary or withdraw such discount.

### **Hire Transactions**

All hire transactions are additionally subject to our conditions of hire a copy of which will be supplied on request.

### **Interpretation**

These conditions shall supersede any terms or conditions contained in any order by the Customer and/or in any other document relating to the sale and acceptance of delivery of any part of the goods shall be deemed an acceptance of these conditions. The Law of England will govern the interpretation and performance of these conditions.

Kings Cross Manufacturing Ltd. Registered in England  
No. 5024742.

Registered office Brentmead House, Britannia Road,  
London N12 9RU