1. Variations of Conditions
No variation to these Conditions shall be binding unless in writing, signed by an authorised official of each party.

2. Sale of the Goods
2.1 The Seller's employees or agents are not authorised to make any representations concerning the Product unless confirmed by the Seller in writing. Entering into the Contract the Buyer acknowledges that it does not rely on any such representation which it now so confirmed.

2.2 Any advice or recommendation given by the Seller, its employees or agents, to the Buyer, or its employees or agents, to the Buyer in connection with the selection or use of the Goods or any other goods, shall be without prejudice to the Buyer's rights against the Seller.

2.3 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other documentation or information issued by the Seller shall be notified by the Seller as soon as discovered and such errors or omissions shall not be binding upon the Seller nor permit the Buyer to vary the Contract or any of its terms.

3. Prices
3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Product within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.2 The Seller reserves the right to make any changes in the specifications of the Product which are required to conform with any applicable statutory or EC requirements, or where the Goods are to be supplied to the Seller's specification, which do not materially affect the quality or performance.

3.3 No order which has been accepted by the Seller may be cancelled by the Buyer without the agreement in writing of the Seller and in respect of any Order the Buyer shall be liable for any reasonable costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of the cancellation.

4. Prices
4.1 In the case of all Products sold, unless the Seller expressly provides otherwise, the price payable by the Buyer for the delivery of the Product, and any current price at the date of acceptance of the Order, to which should be added any Value Added Tax or any other tax or duty relating to the manufacture, transportation, import, sale or delivery of the Product in each country with any appropriate freight, carriage or related charges specified in the relevant cargo receipt at the date of despatch.

5. Payment of Accounts
5.1 The Seller shall be entitled to set off any debt or any other amounts owing by the Buyer to the Seller against any debt or other amounts owing by the Seller to the Buyer, whether to be held or to be worked upon by the Seller for the purposes of this Contract, save and except in cases where the Buyer shall have given notice in writing to the Seller of its intention to set off the debt or other amount owing by the Seller and the Seller has given written notice to the Buyer of its intention to set off the debt or other amount owing by the Buyer.

5.2 The Seller reserves the right to require any party to the Contract to give an undertaking, in a form acceptable to the Seller, (a) to pay any amount which is then outstanding to the Seller, and (b) in the case of deliveries to a Buyer in the United Kingdom, at the end of the month following that in which the delivery was made, to give an undertaking in a form acceptable to the Seller, to pay in full of the price of any Product which is requested by the Buyer, and any offer to supply Products from stock are subject to the right of the Seller to alter prices at any time without giving notice.

5.3 Where the Seller has given notice in writing to the Seller of the incurrence of any costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of the cancellation, the Buyer shall become liable for such amount as may be agreed by the Seller and the Buyer.

5.4 All offers to supply Products from stock are subject to the right of the Seller to alter prices at any time without giving notice.

6. Rejection of Orders
The Seller reserves the right to reject an order on written notice thereto the Buyer within seven days of the receipt of the order. In the event of such rejection, no liability shall accrue to the Seller.

7. Packing
7.1 Prices do not include the cost of packing, which will be charged for separately.

8. Processing of Product
Where the Seller agrees to process the Product for the Buyer, the Seller may at its option sub-contract such processing work to a third party and in such instance the third party's Conditions of Contract (if any) shall apply and the Buyer shall be bound by such Third Party's Conditions of Contract and to such party as the Seller's agent, in all circumstances where he has been given written notice thereof prior to the sub-contract work being performed.

9. Payment of Accounts
Unless otherwise agreed between the Seller and the Buyer, the price is strictly net and is payable on the date of delivery of the Product to the Buyer in the United Kingdom, at the end of the month following the month in which the account shows the goods were supplied to the Buyer, in which case it shall be held as having been paid on the due date. Any acceptance received late may be treated by the Seller in its discretion, in which case it shall be binding upon the Buyer.

10. Property and Risk
10.1 The risk in the Product shall pass to the Buyer: a. at the time when the Product is passed to the Buyer unless the Seller has received in cash or cleared funds, payment in full for the Product; in which event the title shall remain with the Seller until the Buyer has paid for the Product in full, in which case the title to the Product shall remain with the Seller until the Seller has received in cash or cleared funds, payment in full for the Product.

11. Insurance
11.1 All offers to supply Products from stock are subject to the Products being available at the time of the placing of the order. Unless otherwise agreed, the title to the Products shall remain with the Seller until the Buyer has paid for the Products in full.

12. When the order is in stock at the date of receipt of the Buyer's order, then this Contract shall not be binding upon the Seller unless and until the Product has been safely delivered to the Buyer's premises, or otherwise accepted by the Buyer as being under the conditions of delivery stated hereinabove. An acceptance copy showing the date hereof in the case of insurance of any other charge, tax, levy, duty or imposition charged to the Seller relating to the Product shall be reimbursed to the Seller by the Buyer.

13. Delivery by Installments
In all cases where the Contract provides for delivery by instalments, orpartial deliveries, each instalment or part delivery shall be deemed to be a separate Contract and in the case of any one instalment or part delivery shall not void or affect Contracts as to the other instalments or partial deliveries.

14. Variation, Delay and Default
14.1 Data for delivery are approximate and, unless parties agree in writing otherwise, time shall not be of the essence of the contract.

14.2 The Seller shall not be liable for any direct or indirect loss arising from non-delivery or delay in delivery of any Products as a result of any cause beyond the Seller's reasonable control. The Buyer shall not cancel any order nor to refuse delivery of any consignment on the grounds of delay or non delivery resulting from such cause.

14.3 Buyer's Default
14.3.1 The Buyer may at its option cancel or withdraw all further deliveries under the Contract in event that any debt is due and payable to the Seller by the Buyer, but is unpaid, or in the event that the Buyer, being an individual or firm, shall become bankrupt, or being a Company shall enter into liquidation or appoint or have appointed a Receiver or, in the case of any such person, shall enter into an arrangement or composition with his or her Creditors.

14.4 Where the Buyer accepts the return of the Product a reasonable charge shall be paid to the Seller to cover the costs of handling and re-stocking, such charge not to exceed 10% of the value of the Product or £25.00, whichever is the larger sum.

15. Loss or Damage in Transit
15.1 Should any case where the Seller is responsible for the delivery of the Product, it shall not be liable for any damage, shortage or loss in transit in respect of any claim consequent thereon.

15.2 In cases where the Seller is responsible for the delivery of the Product, the Buyer shall notify the Seller in writing of any shortage, damage or loss within seven days of the date of receipt.

15.3 In cases where the Buyer is responsible for the delivery of the Product, the Buyer shall be responsible for ensuring that the Product arrives in good condition and in the case of deliveries to a Buyer in the United Kingdom, at the end of the month following that in which the delivery was made, to give an undertaking in a form acceptable to the Seller, to pay in full of the price of any Product which is requested by the Buyer, and any offer to supply Products from stock are subject to the right of the Seller to alter prices at any time without giving notice.

16. Defects
16.1 Any defects in the Product however arising must be notified in writing to the Buyer by the Seller within fourteen days of receipt by the Buyer.

16.2 In the event of such notice being received and the defects complained of being confirmed by the Seller, or by an independent expert, the Seller shall at its option either rectify the defects free of charge, or replace the defective Product free of charge, or allow to the Buyer a credit in the amount of the defective Product.

16.3 Where the Products are reported to be defective they must, if required by the Seller, be retained by the Buyer for inspection by the Seller.

16.4 Save as hereinafter provided, the Seller shall be under no liability to the Buyer in respect of defects in the Product.

17. Quality
17.1 The Product shall be entitled to full Contract by the delivery of 10% more or less than the Contract quantity or weight and the price payable by the Buyer shall be adjusted accordingly.

17.2 Any indication as to the size, thickness, density or other description of the Product is approximate or nominal only.

17.3 The Seller will use its best endeavors to deliver the Product ordered by the Buyer, but the Buyer, the rights, excluding the rights of any Buyer prior notice, to supply alternative products, provided they are of a quality and standard equal to the Products ordered.

18. Exclusions and Limitations of Damage
18.1 No condition or warranty or other undertaking is given whether express or implied (save to the extent that by statute cannot be excluded), by custom, common law, statute or otherwise in relation to the quality of appearance of the Product or performance and in particular, to the suitability of any materials supplied for a particular application whether notified by the Buyer or not, save as hereinafter provided.

18.2 In the event of any claim or dispute as to the quality of appearance of the Product or performance, the Seller shall be liable only to the Buyer in respect of the Product to which any complaint relates.

19. Indemnity
19.1 The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person or property or any loss consequential thereon, and against all action, suits, claims, demands, charges or expenses in connection therewith for which the Seller may become liable in respect of Products, save the subject matter of this Contract, save and except in the event that such damage or injury shall have been occasioned by the negligence of the Seller, its servants or agents.

20. Installation
Where the Seller agrees to install and/or fit the Product for the Buyer then:

20.1 The Seller shall be under no liability whatsoever for any loss or damage, whether direct or consequential and howsoever arising, as to the Buyer, the Buyer's customer or to any third party, arising out of or in connection with the installation, save such damage or loss was caused by the negligence of the Seller, its servants or agents, or in about or through installation.

20.2 Notwithstanding that the Seller has agreed to install the Product for the Buyer, the Product shall nevertheless be considered as delivered to the Buyer when the same is collected by the Buyer from the Seller's premises or delivered to the Buyer in accordance with the latter's instructions and/or as provided by the Conditions 9 and 12 hereof.

Where material or other property is supplied to the Seller by the Buyer, or in behalf of the Buyer (whether owned by the Buyer or not), whether to be held or to be worked upon by the Seller for the purposes of this Contract, the Seller accepts no responsibility for imperfect work caused by defects in, or the unsuitability of any material or property supplied.

22. English Law
These conditions and any Contract made in accordance therewith shall be construed and take effect in accordance with English Law and any such Contract shall be deemed to have been made at Sheffield in England.

23. Indulgences
The Seller's rights shall not be prejudiced by an indulgence or forbearance extended to the Buyer and no waiver of the Seller of any specific breach of the Buyer shall operate as a waiver of any other breach.

24. General
No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same, or any other provision of these Conditions.