

## Terms and Conditions of Sale

### 1. DEFINITIONS

In these Conditions the following words have the following meanings:

"Company": ParkerSteel Limited a company registered in England and Wales under company number 12080311 whose registered office at Main Building, Vauxhall Road, Canterbury, Kent, CT1 1HD it's main trading address and whose VAT number is GB 328 3952 80. Company shall include but will not be limited to the trading styles, Parkersteel, Parkertools and Directfromdock.co.uk.

"Contract": any contract between the Company and the Customer for the sale and purchase of the Goods, incorporating these Conditions.

"Customer": the company, firm or person who agrees to buy the Goods from the Company.

"day": a day when the main lending banks in England and Wales are open for business.

"Data Protection Legislation": (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

"Data Subjects": for the purpose of these Conditions include all living individuals about whom the Company holds Personal Data on behalf of the Customer.

"Delivery Point": the location for delivery of the Goods specified in the Company's quotation or order confirmation.

"Goods": the goods which the Company is to supply in accordance with these Conditions. Any reference to "the Goods" shall, where appropriate, include a reference to part of them. Goods shall include those DFD Goods purchased from the Company's Direct from Dock ("DFD") website [www.directfromdock.co.uk](http://www.directfromdock.co.uk) which will be identified separately on any order but such DFD Goods are subject to supplementary terms and conditions which are set out below.

"Personal Data": has the meaning given in the Data Protection Legislation.

"Price": the purchase Price of the Goods as stated in the Company's quotation or order confirmation.

"Special Delivery Goods": Goods which the Company has agreed by marking the order "Special Delivery" to deliver by a specific time and date in consideration for which the Customer agrees to pay a Special Delivery Charge.

"Special Delivery Charge": A charge payable by the Customer for Special Delivery.

"Special Purchase Goods": Goods that are sourced or modified specifically for the Customer, and confirmed as such on the sales order, delivery or invoice paperwork as "SP" or similar designation.

### 2. FORMATION OF THE CONTRACT

2.1 The Contract comprises the whole agreement between the Company and the Customer and no other express terms, written or oral, shall be incorporated into the Contract.

2.2 These Conditions override any other terms which the Customer may subsequently seek to impose.

2.3 Any statement by an employee or representative (other than a director) of the Company to:-

2.3.1 vary any of these terms or introduce any other terms, written or oral, into the Contract;

2.3.2 give any advice, make any representation, agree any condition precedent or enter into any collateral contract;

2.3.3 give any guarantee of delivery dates or times (except in the case of Special Deliveries);

shall not be binding on the Company unless confirmed by the Company in writing and signed by a director.

2.4 The Customer's order constitutes an offer by the Customer to purchase the Goods from the Company on these Conditions and the Contract between the Company and Customer is made by the Company's acceptance of the Customer's offer.

### 3. PRICES

3.1 Any quotation given by the Company is valid for 30 days only unless otherwise stated therein.

3.2 Unless otherwise stated in the Company's quotation, the Price of the Goods does not include:

3.2.1 Packaging and delivery, which shall be charged in addition at the Company's prevailing rates at the time of acceptance of order.

3.2.2 The provision of a test certificate (if required).

3.2.3 VAT, or any other customs duty or sales tax which may be added as required by rules or regulations currently in force, which shall be paid in addition at the rate prevailing on the date of the VAT invoice.

3.3 The Company reserves the right to make an additional charge in respect of preparation of working drawings or designs which are necessary for processing the Customer's order or are requested by the Customer including, but not limited to, drawings for use by the Customer in connection with other associated building work or trades.

3.4 Where at any time before delivery of the Goods:

3.4.1 there is an increase in the cost of raw materials, transport, components or labour;

3.4.2 there are any currency fluctuations increasing the cost of raw materials or components;

3.4.3 there are increases in alloy surcharges;

the Company is at liberty to adjust the Price accordingly subject to giving the Customer notice of not less than 24 hours of the increase.

3.5 The Customer shall have no right of cancellation by virtue of the increase in the Price in accordance with Condition 3.4 unless such increase is in excess of 10% of the Price. Such right of cancellation shall be the only remedy available to the Customer and the Company accepts no responsibility for any losses arising there from.

### 4. MATERIALS

4.1 All orders are accepted by the Company subject to materials and components being available to the Company from its suppliers and by accepting an order the Company does not give a warranty as to availability.

4.2 The Company reserves the right to vary the agreed specification of materials used if, in its opinion, the finished product will be of an equivalent or higher standard.

4.3 Goods that are modified specifically for the Customer, sourced specifically for the Customer or are marked "SP" on the Sales Order, delivery or Invoice paperwork are non returnable or cancellable after order.

### 5. PAYMENT

5.1 Except in the case of Customers with a pre-agreed credit facility, the Goods shall be paid for in full prior to delivery and/or commencement of work by the Company, or on collection, as may be agreed by the Company.

5.2 The Company may, in its sole discretion, agree with a Customer a credit facility, in which event, subject to the Customer's compliance with these Conditions:

5.2.1 The Company will manufacture and supply Goods of an invoice value up to the limit of the agreed credit.

5.2.2 If the Customer's credit limit is exceeded manufacturing and supply may be suspended until the Customer's credit is reduced below the limit or the Company may terminate all contracts between the Customer and the Company.

- 5.2.3 The Company will invoice the Customer upon delivery of the Goods and the invoice will be payable by the end of the month following the month in which delivery is made unless a contrary arrangement is agreed in writing by the Company.
- 5.2.4 The Company may in its absolute discretion withdraw or reduce a Customer's credit facility at any time for any reason in which event Condition 5.1 shall apply to all pending orders.
- 5.3 If the Customer fails to pay for the Goods or any other goods supplied by the Company by the due date the Company may: -
- 5.3.1 Charge interest on overdue invoices at the rate of 2% per month calculated on a daily basis from the due date, provided that the Company reserves the right to claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.3.2 Withhold manufacture or supply of any goods due to the Customer.
- 5.3.3 Appropriate any payment made by the Customer to such of the Goods (including goods supplied under any other contract with the Customer) as the Company may in its sole discretion think fit.
- 5.3.4 Require immediate payment in respect of all goods delivered to the Customer notwithstanding any other payment terms that may have previously applied.
- 5.3.5 Terminate any or all contracts between the Company and the Customer.
- 5.4 The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set off or counterclaim for any reason whatever.
- 5.5 In addition to any right of lien to which the Company may by law be entitled the Company shall be entitled to a general lien on all goods of the Customer in the Company's possession (even if such goods or some of them may have been paid for) for the unpaid Price of the Goods.
- 5.6 The Company shall have the right of set off for amounts owed to the Customer against amounts owed by the Customer.
- 5.7 If the Company has to resort to legal proceedings to recover the Price or part thereof from the Customer, the Company reserves the right to charge interest as above and its legal fees and disbursements.

## 6. DELIVERY

- 6.1 Delivery shall be deemed to take place at the moment the Customer instructs the Company's driver to position his vehicle for discharge of the Goods at the Delivery Point or, in the event that the Customer collects and/or transports the Goods from the Company, the moment of loading onto the Customer's or Customer's contractor's vehicle or handing to the Customer.
- 6.2 Delivery shall be subject to the terms of the Company's Metal Products Delivery Plan, copies of which are available at [www.parkersteel.co.uk/DeliveryPlan.pdf](http://www.parkersteel.co.uk/DeliveryPlan.pdf), by e-mailing Sales@Parkersteel.co.uk or from the Company's sales office.
- 6.3 The Customer waives the right to deny delivery has taken place when a delivery note identifying the Goods has been signed by or on behalf of the Customer.
- 6.4 Any time(s) and date(s) specified for delivery of the Goods shall be treated as estimates only. Time shall not be of the essence of the Contract, nor may be made so.
- 6.5 In the event that the Company fails to deliver Special Delivery Goods by the agreed date and time, or in the case of any other Goods within 14 days of the agreed delivery date, the Customer shall be entitled to give 7 days notice in writing requiring delivery failing which the Customer may rescind the Contract.
- 6.6 In the event of delay in delivery of Special Delivery Goods the Company agrees to pay the Customer compensation limited to twice the Special Delivery Charge.
- 6.7 The Company may deliver by separate installments, each of which may at the Company's option be invoiced and paid for in accordance with the provisions of these Conditions.
- 6.8 Subject to the other provisions of these Conditions, the Company shall not be liable for any indirect or consequential loss (both of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay or failure in the delivery of the Goods (even if caused by the Company's negligence or deliberate breach).
- 6.9 The Company will refuse to deliver any Goods over roads or other ground which the Company considers unsuitable and any resultant abortive costs incurred will be paid by the Customer to the Company.
- 6.10 It is the Customer's responsibility to offload the Goods at the Delivery Point in a safe manner and to provide, free of charge, adequate labour and equipment for this purpose.
- 6.11 Without prejudice to any other right or remedy the Company may have, if for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licenses or authorizations':
- 6.11.1 risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
- 6.11.2 the Goods shall be deemed to have been delivered;
- 6.11.3 the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and
- 6.11.4 after 5 days of the refused or failed delivery the Company may in its absolute discretion sell the Goods and credit the proceeds against the Price, and the Customer shall be liable to the Company to the extent of any shortfall.
- 6.12 With the exception of Special Purchase Goods the Company will, subject to Condition 8, accept the return of Goods which have been delivered subject to the following conditions:
- 6.12.1 Goods must be returned to the Company in their original condition and in their original packaging;
- 6.12.2 the Customer must notify the Company in writing within 5 days of delivery of the wish to return the Goods stating the relevant dispatch note number;
- 6.12.3 Goods delivered on the Company's transport will be collected by the Company's transport but only when a request for collection has occurred and bona fide collection paperwork has been raised by the Company for the driver to collect these goods;
- 6.12.4 in the case of deliveries made by the Company's authorized carrier, Goods must be returned within 7 days of delivery quoting the relevant dispatch note number (documentation should be retained and not handed to the Company's local representative);
- 6.12.5 the Company reserves the right to levy a handling charge. Goods accepted for return and in respect of which there is proof of collection paperwork, upon inspection in accordance with paragraph 12 hereof and by agreement with the Company, the goods will be credited at the Price and the handling charge (if any) applied; and
- 6.12.6 Goods to be returned, which were originally collected by the Customer, should be adequately packed and dispatched at the Customer's risk freight prepaid clearly labeled to Returns Department ParkerSteel Limited Vauxhall Road Canterbury Kent CT11HD.
- 6.13 The Customer must be able to take delivery between 7:30 and 17:30 hours, (Monday to Friday). If the Customer does not have personnel available, the incorrect offloading equipment, the Company cannot deliver because in its view it cannot get access to the delivery location because of the road/ground condition, or the Customer otherwise refuses or fails to accept delivery (in full or part), the Company will not be able to complete delivery and the Customer will be charged a handling fee of 25% of the order value.

## 7. PROPERTY AND RISK

- 7.1 Ownership of the Goods remains with the Company and will not pass to the Customer until the earlier of the following events:
- 7.1.1 the Company is paid for all the Goods and no other amounts are owed by the Customer to the Company in respect of other goods supplied by the Company; or
- 7.1.2 the Goods are permanently incorporated in other goods; (but this shall not apply where the Goods are permanently incorporated into other Goods supplied by the Company) or
- 7.1.3 the Goods are subjected to a manufacturing or construction process (which shall exclude decoiling, cutting, slitting, punching, binding or re-bundling).
- 7.2 If the Customer is overdue in paying for the Goods or any other goods supplied by the Company, the Company may, if still the owner recover and resell them. The Customer gives the Company irrevocable authority to enter the premises or land upon which the Customer is working or which the Customer owns or leases for this purpose and for the purpose of inspecting the Goods, labeling them and/or recovering them. This does not affect any other right of the Company.
- 7.3 Until the Customer has paid the Company for the Goods and all other goods which the Company has supplied to the Customer, the Customer:
- 7.3.1 holds the Goods on a fiduciary basis as the Company's bailee;
- 7.3.2 must not assign to any other person any rights arising from a sale of the Goods without the Company's written consent;
- 7.3.3 must store the Goods separately from all other goods held by it so that they remain readily identifiable as the Company's property;
- 7.3.4 must not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

- 7.3.5 must maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery (holding the proceeds of any such insurance in trust for the Company in respect of the Goods);
- 7.3.6 must give the Company such information relating to the Goods as it may require from time to time.
- 7.4 If the Customer sells the Goods, any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 7.5 Risk in the Goods passes to the Customer upon delivery.
- 7.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 7.7 The Customer must insure the Goods against all insurable risks for the Price due to the Company for the Goods.
- 7.8 If the Goods are destroyed by an insured risk before the Customer has paid for them, the Customer shall hold the insurance proceeds as the Company's trustee.
- 7.9 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Condition 7 shall remain in effect.

**8. ACCEPTANCE**

- 8.1 The Customer shall be deemed to have accepted the Goods upon delivery and it shall be conclusively agreed that the Goods are in accordance with the Contract unless:
  - 8.1.1 within 5 days after delivery and prior to their use or resale the Customer serves on the Company a written notice specifying the alleged defect in the quantity, quality or state of the Goods which would be apparent upon careful inspection or by such testing as it is reasonable in all the circumstances for the Customer to undertake and thereafter provides the Company with a reasonable opportunity of inspecting or testing the Goods before they are used or resold; or
  - 8.1.2 in the case of delivery by a third-party carrier within twenty-four hours after delivery and prior to their use or re-sale the Customer gives the Company verbal or written notice specifying the matters required under 8.1.1 above provided that the Customer has not taken delivery of the Goods with damaged packaging; or
  - 8.1.3 if the alleged defect in the quality or state of the Goods would not be apparent upon careful inspection or reasonable testing the Customer serves on the Company written notice of such defect forthwith upon its discovery, and in any event not more than 6 months after delivery, specifying the matters complained of and affording the Company a reasonable opportunity of inspecting or testing the Goods.
- 8.2 The Company may in its absolute discretion require the return of the Goods and such return/collection shall not be construed as an admission of any liability.

**9. SPECIFICATION**

- 9.1 In addition or subject to any other warranty or condition previously agreed in writing, the Company warrants that, subject to the terms of Condition 9, the Goods are of satisfactory quality and correspond, within reasonable tolerance levels, to the quantity ordered and to the Company's specification or description of the Goods.
- 9.2 The Goods are sold on the basis of weighed weight or calculated weight or quantity according to the Company's practice for that product. Sizes are supplied within the tolerances as laid down by the manufacturers of the product. Where weighed weight is chargeable, the count is not guaranteed, and claims based solely upon count cannot be accepted. The Goods shall be deemed to be within reasonable tolerances and the Company shall have fulfilled the Contract if the Goods delivered are within a tolerance of 10 per cent above or below the quantity ordered.
- 9.3 The Goods will only be supplied within the tolerances stated in the current British Standard or European Standard for the appropriate product, where such a standard exists, or if it has been expressly requested in writing by the Customer and expressly specified by the Company on its delivery note and invoice.
- 9.4 Any statement in a British or European Standard as to suitability of the Goods for any purpose is excluded.
- 9.5 Except as provided in Condition 9.1 all terms, conditions, warranties or descriptions implied by law or expressed orally by the Company's employees or agents or otherwise, as to the quantity, quality or fitness for the purpose of the Goods or their conformity to any samples or description provided by or on behalf of the Company are expressly excluded, except where the Goods are of a type ordinarily bought for private use and the Customer is not buying or holding out as buying the same in the course of a business.
- 9.6 The Company shall not be responsible for the accuracy or suitability of any drawing design or specification supplied by the Customer to the Company in relation to the Goods notwithstanding that the Company may have inspected, commented or relied upon the same in the manufacture and/or supply of the Goods.

**10. DEFECTS**

- 10.1 Subject to Condition 11 below, provided that the Customer has complied with Condition 8, if the Goods or any part thereof are defective in quality or state or otherwise not in accordance with the Contract then if the Company and the Customer do not agree that the Customer shall accept the Goods at a revised Price or that the Goods should be made good at the Company's expense the Company will accept the return of the Goods by the Customer and at the Customer's option either:
  - 10.1.1 repay or credit the Customer the Price and any reasonable costs incurred by the Customer for the purpose of transporting the Goods back to the Company; or
  - 10.1.2 replace the Goods by delivering replacement goods as soon as reasonably practicable and in all other respects in accordance with the Contract.

**11. COMPANY LIABILITY**

- 11.1 The Customer shall have no right of rejection of the Goods and the Company shall have no liability for negligence or breach of contract except as provided in Condition 10, which clause is in substitution for any other legal remedy of the Customer.
- 11.2 The Company shall have no liability for ascertaining whether the Goods are suitable or reasonably fit for the purpose for which they were ordered or for any other advice it may give whether by itself, its employees or agents as to the application or suitability of Goods for any purpose whatsoever.
- 11.3 The Company shall not be liable for any loss or damage to the Goods in transit that are at the Company's risk where the Customer's packing and protection specification differs from that recommended by the Company.
- 11.4 Nothing in these Conditions excludes or limits the liability of the Company:
  - 11.4.1 for death or personal injury caused by the Company's negligence; or
  - 11.4.2 under section 2(3), Consumer Protection Act 1987; or
  - 11.4.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - 11.4.4 for fraud or fraudulent misrepresentation.
- 11.5 Subject to Conditions 6.6 and 11.4
  - 11.5.1 the Company's total liability in contract, tort (including negligence, deliberate breach or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price; and
  - 11.5.2 the Company shall not be liable to the Customer for: (a) loss of income or revenue; (b) loss of profit; (c) loss of business; or (d) depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused and even if caused by the Company's negligence or deliberate breach) which arise out of or in connection with the Contract.

**12. FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), collapse of building structures or failure of plant and/or machinery or restraints or delays affecting carriers or utilities or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 28 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

**13. NON-PRIMES**

- 13.1 Any statement, specification, description or other information provided by the Company in respect of non-primes is given in good faith, but the Company can accept no responsibility for its accuracy.
- 13.2 Goods sold as "non-prime" or Goods which the Company and the Customer agree to be "nonprime" are sold in their actual state, as seen, without warranty and with all faults whether or not the Goods have been inspected by the Customer prior to delivery
- 13.3 The Company shall have no obligation to replace or make good non-prime goods or entertain any claim whatsoever in respect thereof and the Customer shall indemnify the Company against all claims made against it and all losses, liabilities, costs and expenses which arise out of loss or damage to property or injury to or death of any person caused or alleged to be caused by or consequent upon the supply of a product (as defined in Section 1 of the Consumer Protection Act 1987) to the Customer as "non-prime" or to any third party by the Customer which comprises nonprime goods sold to the Customer by the Company or which has a component or components or includes or is otherwise manufactured from any non-prime goods supplied by the Company whether or not such claim is made pursuant to the said Act.
- 13.4 If the Customer shall resell non-prime goods the Customer shall ensure that a provision in similar form to this condition is incorporated in the contract for such resale unless prior to reselling such goods the Customer has caused the goods or such part thereof as the Customer resells to comply with a recognised specification or standard.

**14. INSOLVENCY**

- 14.1 If the Customer
- 14.1.1 has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolutions passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- 14.1.2 suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- 14.1.3 encumbers or in any way charges any of the Goods; then the provisions of Condition 14.2 shall apply.
- 14.2 In the event of any of the circumstances under clause 14.1 arising then:
- 14.2.1 the Company may terminate the Contract or suspend further deliveries under the Contract;
- 14.2.2 if the Goods have been delivered but not paid for, the Price shall become due immediately regardless of any previous agreement to the contrary;
- 14.2.3 the Customer's right to possession of the Goods shall terminate immediately.

**15. ASSIGNMENT**

- 15.1 The Contract shall not be assigned by the Customer to any third party without prior written consent of the Company.
- 15.2 The Company may assign any benefit or sub-contract performance of the Contract.

**16. INTELLECTUAL PROPERTY**

The Customer indemnifies the Company against all actions, proceedings, claims, costs and expenses which may be brought against or incurred by the Company by reason of its supplying the Goods or applying any process or service in relation to goods of the Customer in accordance with any such drawings, specifications or other information whether or not it alleged in such actions, proceedings and claims that any patent mark design copyright or other intellectual property or other exclusive right of any third party has been infringed.

**17. PERSONAL DATA**

- 17.1 The Company will use Personal Data given by the Customer to:
- (a) register the Customer as a new customer;
- (b) supply the Goods;
- (c) process payments and otherwise comply with its obligations in these conditions/the Contract;
- (d) give information about the Goods;
- (e) manage the Company's relationship with the Customer; and
- (f) give information about other products and/or services that the Company may provide (but the Customer may stop receiving this at any time by contacting the Company).
- 17.2 The Company will hold and process Personal Data in accordance with its privacy policy, a copy of which is available on its website.
- 17.3 The Customer and the Company will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 17.4 The Company is the data controller and responsible for the Customer's Personal Data.
- 17.5 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration of the Contract.
- 17.6 The Company shall, in relation to any Personal Data processed in connection with the performance of the Contract:
- (a) process that Personal Data in accordance with its privacy policy or on the written instructions of the Customer unless the Company is required by law to process the Personal Data;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) only transfer any Personal Data outside of the European Economic Area where the following conditions are fulfilled:
- (i) appropriate safeguards are provided in relation to the transfer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) the Company complies (where possible) with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) respond to any reasonable request from a Data Subject and ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach; and
  - (g) at the written direction of the Customer but subject always to the Company's privacy policy, alter the Customer's preferences regarding marketing or delete or archive the Personal Data of the Customer.
- 17.7 The Customer consents to the Company appointing third-party processors of Personal Data under the Contract. The Company confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 17. As between the Customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 17.7.

## 18. GENERAL

- 18.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 18.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 18.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 18.7 The Company has the right to revise and amend these Conditions from time to time to reflect changes, including without limitation, in market conditions affecting our business, changes in technology, changes in prices and payment methods, changes in relevant laws and regulatory requirements and changes in the Company's system's capabilities.
- 18.8 The Customer will be subject to the policies and Conditions in force at the time that you order the Goods, unless any change to those policies or these Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by the Customer), or if the Company notifies you of the change to those policies or these Conditions before delivery or in the case of DFD Goods the Company sends you the Dispatch Notification (in which case the Company has the right to assume that the Customer has accepted the change to the Conditions).
- 18.9 The Company intends to rely upon these Conditions and any document expressly referred to in them in relation to the subject matter of any Contract.
- 18.10 In entering into a Contract, neither party has relied on any representation, undertaking or promise given by the other or which can be implied from anything said or written in negotiations between the parties prior to such Contract except as expressly stated in these Conditions.

## 19. NOTICES

All notices given by the Customer to the Company must be given to ParkerSteel Limited at Vauxhall Road, Canterbury, Kent, CT1 1HD. The Company may give notice to the Customer at either the e-mail or postal address the Customer provided when placing an order. Notice will be deemed received and properly served immediately when posted on the Company's website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

## 20. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications the Company sends to the Customer should be in writing. When using the Company's website, the customer accepts that communication with the Company will be mainly electronic. The Company will contact the Customer by e-mail or provide information by posting notices on its website. For contractual purposes, the Customer agrees to this electronic means of communication and acknowledges that all contracts, notices, information and other communications that the Company provides to you electronically comply with any legal requirement that such communications be in writing. This Condition does not affect any statutory rights.

## 21. BS QUALITY STATEMENT

The Company is committed to a comprehensive quality assured system following the guidelines set out in BS EN ISO9001:2000 which aims to provide consistent service, giving quality materials correctly, first time every time.

Explanation of \*Codes:

\*A = Quality Assured sourced material with lot-traceability, \*B = Quality Assured sourced material, \*O = Non-Quality Assured material - In the absence of any code the product shall be deemed outside the scope of registration.

Telephone calls may be recorded for training and / or security purposes.

## 22. CE Marking and the CPR

- 22.1 Upon order placement you will be required to indicate if the Goods or Customer Products to which your order relates are intended for use and / or sale for use in a construction setting and therefore require the application of applicable CE markings and, if applicable, it shall be your responsibility to confirm the relevant execution class for which a CE mark is required. ParkerSteel Limited shall only apply CE markings to any Goods and / or Customer Products if indicated as being required by you and in the execution class you have confirmed as applicable and ParkerSteel Limited shall have no responsibility for advising you or determining on your behalf whether a CE mark is required and, if so, which execution class is applicable. Nor shall the application of a CE marking by ParkerSteel Limited at your request and / or based on the information provided by you indicate or imply any liability on the part of ParkerSteel Limited for determining that such CE marking is accurately applied or correctly reflects the purpose for which you intend to use the supplied Goods or Customer Products.
- 22.2 If your order is silent on the issue of CE marking and if no relevant process is being applied to the Goods and / or Customer Products by ParkerSteel Limited, ParkerSteel Limited shall transfer to you the benefit of any certification given by the original producer or supplier of the Goods to the extent relevant.

## THE FOLLOWING PROVISIONS ARE SUPPLEMENTAL TO AND VARY OUR CONDITIONS OF SALE AND APPLY SPECIFICALLY TO DEALINGS BETWEEN THE COMPANY AND CUSTOMER VIA THE INTERNET ("WEB TERMS")

### 1. FORMATION AND TERMS OF CONTRACT

- 1.1 No contract shall subsist between the Company and the Customer until the Company accepts by e-mail the Customer's order.
- 1.2 Acceptance of an order will be deemed complete and effectively communicated to the Customer at the time the Company sends an acceptance e-mail to the Customer.
- 1.3 All descriptions and illustrations contained in this web site or any price list or other information communicated to the Customer are intended merely to present a general idea of the Goods, and do not form any part of the contract between the Company and the Customer.
- 1.4 Prices shown on the Company's web site may differ from those contained in the Company's published price list and apply solely to Goods ordered via the web site.

### 2. LIABILITY

- 2.1 The Company will take reasonable steps to ensure confidentiality of the Customer's data within the terms of the Company's Privacy Policy.

- 2.2 Save as set out in 2.1 the company does not accept liability for the security of e-mails or data transferred over the Internet.
- 2.3 The Customer shall keep confidential all passwords and PINs nominated for use in connection with use of the Company's web site. The Company may disclose any information in connection with the Customer's accounts to anyone who correctly quotes the Customer's password.
- 2.4 The Company's exclusion of liability contained at clause 11.5 of its Conditions of Sale shall extend to any direct, indirect or consequential damage, loss, expense or claim arising from use of the Company's web site or any transfer of data between the Company and Customer by e-mail or attachment or otherwise including but not limited to damage caused by any virus or trojan horse.

**3 INTELLECTUAL PROPERTY**

- 3.1 All web site design, text, graphics and the selection and arrangement thereof and all software compilations, source codes software and other material on the Company's web site are the copyright of the Company.
- 3.2 The Customer may electronically copy and print to hard copy portions of the Company's web site for the sole purpose of conducting legitimate business with the Company.
- 3.3 Reproduction or other use of materials on the Company's web site other than as set out above is strictly forbidden without written permission of the Company.  
(End)