

TERMS & CONDITIONS – Steelgear

Steelgear is a trading name of DARAC LTD)

1. Introduction

These Terms & Conditions govern the supply of goods sold by steelgear.co.uk (a trading name DARAC Ltd, company number 3554943), to the customer named on the order form on the website or the customer whose order was taken over the phone & records written on an order form at steelgear.co.uk. These Terms & Conditions constitute the entire agreement in relation thereto.

Any reference to 'you' in this contract shall hereforth refer to the customer, and all references to 'we' and 'us' shall refer to the seller, Darac Ltd. trading as Steelgear.

A legally binding contract is formed between us when your order is accepted. We deem an order to be accepted only at the point of delivery to the customer, and we reserve the right not to accept orders and cancel orders at any point up to delivery.

2. Availability

While we do endeavour to hold sufficient stock for orders, we reserve the right to decline your order if goods are not readily available to us, and to refund payment to you in full or part for these unavailable goods. We will advise you of this in writing, by email.

3. Price

The price paid for goods is shown on the website exclusive of VAT by default. We may change this to show prices including VAT at our will. Please e-mail us with a request to be an account customer. These prices will remain unless re-quoted by writing. We must receive payment for the whole of the price of the goods you order and any applicable charges for carriage & insurance.

4. Delivery & Title

4.1 For online orders, goods will be delivered to the delivery address provided at the time of order. In stock goods will be despatched within 4 days of order.

4.2 Immediately prior to despatch, title of the goods will pass to you. In the unlikely event that you do not receive your goods, you must tell us within 2 weeks of your order date.

4.3 For account customers, title of the goods will only pass to you once the account is settled in full.

5. Cancellation & Returns

5.1 General Returns

5.1.1 If you change your mind about parts, have ordered incorrect parts, or ordered too many parts, you may cancel your order by giving us notice of cancellation within 8 days of the date of collection or delivery. Such notice may be given by mailing, faxing or e-mailing to the number or address set out on our website and correspondence.

5.1.2 Parts should be returned in an unused condition and in their original packaging. Once returned parts are received, you should receive your refund within approx. 7 working days.

5.1.3 General returns will be refunded in full including outbound carriage, but the cost of return carriage is the customer's responsibility. Parts should be sent by a method that requires a signature on delivery to prove that goods have been received.

5.2 Non-Standard Returns

Any parts ordered that are 'special order', bespoke parts, or parts cut to length, ie. chain and wire rope, are non-returnable. We would encourage all customers to check dimensions, lengths and specifications very carefully before ordering to avoid issues.

5.3 Faulty Goods

5.3.1 If you are returning parts because they are faulty, we accept responsibility for replacement or refund up to 6 months from delivery date. We may accept offer partial or full refund or replacement of parts outside this time at our discretion.

5.3.2 You should notify us by phone, email or letter of the fault before returning. We will advise the method by which these parts are to be returned.

5.3.3 We will need to inspect parts to ascertain why the fault/problem has occurred. If it is found that parts have been incorrectly installed, used in applications not suited to their purpose, or in any way, misused which has led to their failing, then we will judge that these parts are not faulty.

5.3.4 If parts are found to have failed due to misuse, no refund or replacement will be given, and the cost of returning these parts to us for inspection will be the responsibility of the customer.

5.3.5 If parts are found to be faulty, you will be offered a replacement or a full refund. Cost of the return of faulty parts will be met by ourselves.

6. Liability

If you have notified us of a problem with the goods, we will take all necessary steps to either: make good any shortage or non-delivery, replace or repair any goods that are damaged or defective upon delivery, or refund to you the amount paid by you for the goods in question. We will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods and we shall have no

liability to pay any money to you by way of compensation other than any refund we make under these conditions. This does not affect your statutory rights as a consumer.

7. Termination

We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you.

8. Force Majeure

We shall have no liability to you or any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

9. Invoice Payment - Account Customers

For trade customers or customers who have agreed to pay invoices on account - All invoices are due for payment 30 days after the date of invoice (or Monday following if date falls on a weekend). Any invoice outstanding beyond this period, at our discretion, will be referred to our debt collection agency and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges & legal fees incurred will be the responsibility of the customer & will be legally enforceable. Any debt not paid within 30 days & not referred to the above will be liable to an interest charge of bank base rate +8% starting 30 days from invoice date up until date of payment. This will remain in force up to the time we choose to refer the debt to the debt collection agency, at which point it will be added to the invoice value.

10. General

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.