

Steele Limited trading as *Workshield*: CONDITIONS OF SALE

1. General

- (a) In these Conditions:
- "**Buyer**" means the individual or organisation buying the Products;
- "**Contract**" means the contract between Buyer and Seller for the sale and purchase of Products incorporating these Conditions;
- "**Order**" means an order for the Products placed by Buyer on the Website, by email or by telephone;
- "**Price**" means the price of the Products;
- "**Products**" means the products ordered by Buyer which may be made-to-order or standard;
- "**Quote**" means an quote for Products submitted by Seller to Buyer;
- "**Seller**" means Steele Limited a company incorporated under the laws of England and Wales with registered number 06991532 whose registered office is at Unit 9 Fairway Trading Estate, Green Lane, Hounslow, United Kingdom TW4 6BU trading as *Workshield*; and
- "**Website**" means the website available at www.workshield.co.uk.
- (b) These Conditions supersede all prior representations or arrangements, and contain the entire agreement between the parties in connection with the sale of the Products. All other terms and conditions, express or implied, are excluded. None of Seller's employees or agents has authority to modify or supplement these Conditions. Buyer agrees that it has not relied on any statement or condition except as set out in these Conditions.
- (c) Buyer warrants that it is trader and is not a consumer intending to use the Products for domestic purposes. Buyer further warrant that it does not intend to resell the Products.

2. Products

- (a) The images of the Products on the Website or otherwise provided to Buyer are only for illustration to give an approximate idea of the Products.
- (b) Buyer agrees to consider the dimensions and descriptions when selecting Products and ensure that the Product selected is suitable for its needs. If the Products are made-to-order, then Buyer agrees that Seller shall rely on the dimensions provided by Buyer to produce the Products.
- (c) All Products are subject to availability. Seller will inform Buyer as soon as possible if the Products ordered are not available and may offer an alternative product of equal or higher quality and value or provide a refund for sums paid.
- (d) Seller does not warrant that the Products (i) do or will comply with any laws, regulations or guidance relating to the transmission of infectious diseases or otherwise; and/or (ii) will otherwise prevent the transmission of any infectious disease.

3. Order Process and Quotes

- (a) If Buyer places an Order on the Website, the Order constitutes an offer by Buyer to purchase Products from Seller, and does not form a binding Contract until accepted by Buyer.
- (b) If Buyer makes an enquiry for Products by telephone or email, then Seller may send to Buyer a Quote for the Products. It is Buyer's responsibility to check the Quote carefully and notify Seller of any changes required. Once the Buyer confirms the Quote, Buyer assumes all responsibility for the Quote, including that the Products meet Buyer's requirements and are suitable for Buyer's needs. A Quote is valid for the duration noted on it and is subject to these Conditions. If while the Quote is valid, Buyer notifies Seller that the Quote is accepted then the Quote constitutes an Order for the purposes of these Conditions.
- (c) On receipt of full payment of the Price and delivery costs for the Order, Seller will send Buyer

an order acknowledgement email to the Buyer. This email is not an acceptance by Seller of an Order.

- (d) An Order is accepted by Seller only when Seller dispatches the Product to Buyer. Seller reserves the right to refuse any Order before acceptance and in such circumstances shall refund the Price and any delivery costs paid.
- (e) The Price and the costs of delivery are set out on the Website or Quote. Seller may change the Price and costs of delivery at any time, although such changes shall not apply to any Order already acknowledged by Seller.
- (f) It is the Buyer's responsibility to make sure that all information in the Order is correct.

4. Delivery

- (a) Seller will use all reasonable endeavours to deliver the Products on the date selected by Buyer in the Order. If Buyer does not receive the Products on that date, Buyer should notify Seller accordingly to arrange a new delivery date and the provisions of this Condition 4(a) shall continue to apply.
- (b) A signature may be required on delivery.
- (c) Buyer shall take delivery of the Products and delivery shall be effective when the Products are unloaded at the delivery address identified in the Order. It is Buyer's responsibility for ensuring that the delivery address is suitable to unload the Products. Buyer shall be responsible for all storage costs, additional delivery costs and other costs incurred by Seller as a result of Buyer's failure to take delivery of the Products.
- (d) Seller may deliver Products by instalments.

5. Cancellation

- (a) Buyer has no right to cancel an Order once an order acknowledgement email has been sent.
- (b) Seller may cancel an Order for any reason on written notice to Buyer, including if (i) Seller has insufficient stock of Products; (ii) Seller does not deliver Products to the delivery address identified in the Order; (iii) Seller cannot obtain authorisation for payment; and/or (iv) one or more of the Products in an Order was listed at an incorrect price due to a typographical error.
- (c) If Seller cancels an Order, Seller will notify Buyer by e-mail and will refund the Price paid within 30 days. Such refund shall be Seller's sole liability to Buyer.

6. Defective Products

- (a) Buyer shall inspect the Products immediately on receipt and Buyer shall be deemed to have accepted the Products unless written notice of rejection setting out details of the damage or defect is sent to hello@workshIELD.co.uk within 2 days of the date of delivery .
- (b) Buyer shall be deemed to have accepted the Products if, after a valid notice of rejection has been given to Seller in accordance with these Conditions, the conduct of Buyer is inconsistent with such rejection, including if Buyer installs or otherwise uses the Products or attempts to fix the Products.
- (c) If it is shown to Seller's reasonable satisfaction that the Products were on delivery damaged or defective, Seller will either refund the Price or replace the Products within a reasonable time, free of charge. SUCH REFUND OR REPLACEMENT SHALL BE DETERMINED BY SELLER AND SHALL BE SELLER'S SOLE LIABILITY IN RELATION TO ANY SUCH FAILURE. Replacement Products are covered by these Conditions. Products shall as far as possible be preserved for inspection by Seller and where the Seller agrees to replace the Products, the defective or damaged Product shall be made available for collection by Seller.

- (d) For the avoidance of doubt, Seller is not liable for any damage or defect to the Products that arises after delivery, including any damage or defect that occurs as a result of poor storage and/or installation.

7. **Force Majeure**

- (a) Seller shall not be liable for any failure to comply with the Contract related to any circumstances whatever (whether or not involving Seller's negligence) which are beyond Seller's reasonable control and which prevent or restrict Seller from complying with the Contract.
- (b) Seller may where reasonable in all the circumstances (whether or not involving Seller's negligence) without liability suspend or terminate (in whole or in part) its obligations under the Contract, if Seller's ability to manufacture, supply, deliver or acquire materials for the production of the Products by Seller's normal means is materially impaired.

8. **Risk and Title**

- (a) Risk and title in the Products shall pass to Buyer upon delivery as delivery is determined in accordance with these Conditions.

9. **LIMITATION OF LIABILITY**

- (a) WITHOUT PREJUDICE TO ANY OTHER LIMITATION OF SELLER'S LIABILITY (WHETHER EFFECTIVE OR NOT):
 - (i) IN NO CIRCUMSTANCES WHATEVER SHALL SELLER BE LIABLE (IN CONTRACT, TORT OR OTHERWISE, AND IRRESPECTIVE OF ANY NEGLIGENCE OR OTHER ACT, DEFAULT OR OMISSION OF SELLER OR ITS EMPLOYEES OR AGENTS) FOR ANY LOSS OF GOODWILL, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF PROFITS, WASTED EXPENDITURE, OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR ANY THIRD PARTY CLAIMS, IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT.
 - (ii) SELLER'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT (IN CONTRACT, TORT OR OTHERWISE AND WHETHER OR NOT RELATED TO ANY NEGLIGENCE OR OTHER ACT, DEFAULT OR OMISSION OF SELLER OR ITS EMPLOYEES OR AGENTS), IS LIMITED TO THE PRICE PAID FOR THE PRODUCTS CONCERNED.
- (b) ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW) SAVE FOR THE CONDITIONS IMPLIED BY S.12 SALE OF GOODS ACT 1979) ARE TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.
- (c) NO ACTION MAY BE BROUGHT AGAINST SELLER IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT UNLESS PROCEEDINGS ARE ISSUED AGAINST SELLER WITHIN TWO YEARS AFTER BUYER BECAME OR OUGHT TO HAVE BECOME AWARE OF THE CIRCUMSTANCES GIVING RISE THERETO.
- (d) THIS CONDITION 9 APPLIES NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM OF THE CONTRACT BY SELLER.
- (e) NOTHING IN THESE CONDITIONS EXCLUDES OR LIMITS THE LIABILITY OF SELLER FOR DEATH OR PERSONAL INJURY CAUSE BY THE SELLER'S NEGLIGENCE OR FRAUDULENT MISREPRESENTATION

10. **Website Use and Availability**

- (a) Buyer can create an account on the Website. Buyer is responsible for keeping confidential its password to access the account and is responsible for any activity under its account
- (b) Seller tries to maintain and make the Website available at all times. However, there may be occasions when access may be interrupted, including for scheduled maintenance or

upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

11 **Miscellaneous**

- (a) Seller shall process any personal data provided by Buyer in accordance with its [Privacy Policy](#).
- (b) The Contract may not be assigned by Buyer without Seller's prior written consent.
- (c) Notices must be in writing to Seller's or Buyer's address and are deemed delivered on the first working day after sending by hand or on the third working day after being placed prepaid in the first class post to Buyer's or Seller's address.
- (d) No failure by Seller to enforce any provision of the Contract shall be construed as a release of its rights relating thereto or to sanction any further breach.
- (e) If any provision of the Contract is found to be invalid or unenforceable it shall have effect to the maximum extent permitted by law, or, if not so permitted, shall be deemed deleted.
- (f) The provisions of Conditions 6, 9 and 11 shall survive any termination of the Contract.
- (g) The Contract shall be governed by and construed in accordance with the laws of England and the English courts shall have exclusive jurisdiction in relation to the Contract.