



Terms and Conditions of Sale

These terms apply to every order we accept on or after 15 October 2026. Please read clauses 8 (quality and warranty) and 11 (limits on our liability) in particular.

1 About these terms

- 1.1 These terms apply to every sale of goods by Ronald Britton Limited, a company registered in England and Wales with company number 06263123, whose registered office is at Buckley Road, Rochdale, OL12 9DT ("we", "us", "our"), to the business buying them ("you", "your").
- 1.2 We sell to businesses only. By placing an order you confirm that you are buying in the course of your business and not as a consumer.
- 1.3 In these terms:
 - (a) **Business Day** means a day other than a Saturday, Sunday or public holiday in England.
 - (b) **Contract** means the contract for the sale of Goods formed under clause 2, made up of the Order Acknowledgement and these terms.
 - (c) **Goods** means the goods set out in the Order Acknowledgement.
 - (d) **Insolvency Event** has the meaning given in clause 12.1.
 - (e) **Order** means your order for Goods.
 - (f) **Order Acknowledgement** means our written acceptance of your Order, which may be an order confirmation or a pro forma invoice.
 - (g) **Quotation** means our written quotation for Goods.
 - (h) **Specification** means the specification for the Goods set out in our product data sheet for that grade current on the date of the Order Acknowledgement, or any other specification we have agreed in writing.
 - (i) **Writing and written** include email.
- 1.4 Headings do not affect interpretation. Words such as "including" and "for example" do not limit the words before them. A reference to a law includes that law as amended or replaced.

2 How the Contract is formed

- 2.1 These terms apply to the Contract to the exclusion of all other terms, including any terms in or referred to in your Order, purchase order, specification or other documents, and any terms implied by trade, custom or course of dealing.
- 2.2 Quotations are valid for 7 days from their date unless they state otherwise. A Quotation is not an offer, and we may withdraw or change it at any time before we accept your Order.
- 2.3 Your Order is an offer to buy the Goods on these terms. You are responsible for making sure that your Order, and any specification you give us, is complete and accurate.
- 2.4 We may decline any Order. The Contract is formed only when we issue an Order Acknowledgement or, if earlier, when we dispatch the Goods.
- 2.5 The Contract is the entire agreement between us. You confirm that you have not relied on any statement, promise or representation that is not set out in the Contract. Nothing in this clause limits liability for fraud.
- 2.6 Changes to quantities, pack sizes or delivery dates are binding only if we confirm them in writing. Any other variation of the Contract, including any attempt to apply other terms, is binding only if confirmed in writing by one of our directors.
- 2.7 Descriptions, illustrations and information in our catalogues, website and other marketing material, and any samples, give a general idea of the Goods only and do not form part of the Contract. Goods are sold to Specification, not by sample.

3 The Goods and technical advice

- 3.1 We will supply Goods that meet the Specification. Unless we have agreed in writing to supply from a particular source, we may supply Goods from any manufacturer, provided they meet the Specification.
- 3.2 We may make changes to the Goods that are needed to comply with any law or regulation, or that do not materially affect their quality or performance.
- 3.3 Any technical advice or recommendation we give about the Goods, their selection or their use is given in good faith, based on our experience. You are responsible for deciding whether the Goods are suitable for your purpose and process, including by testing samples. We do not warrant that the Goods are fit for any particular purpose unless we have agreed this in writing.
- 3.4 Each delivery comes with a delivery note and a certificate of analysis or specification sheet for the Goods supplied. We supply safety data sheets as required by law, and on request.

4 Prices

- 4.1 The price of the Goods is the price set out in the Order Acknowledgement. Metal prices move daily, so prices are fixed only when we accept your Order. If you order after a Quotation has expired, we will confirm the current price before we accept.
- 4.2 Prices exclude VAT, which you must pay at the applicable rate. Unless the Quotation says otherwise, prices also exclude carriage and insurance, which we will add to our invoice.
- 4.3 After accepting your Order, we may change the price by giving you notice before dispatch to reflect:
 - (a) any change you ask for to quantities, pack sizes, delivery dates or the Specification;
 - (b) any delay caused by your instructions, or by your failure to give us adequate or accurate information; or
 - (c) any new or increased tax, duty, tariff or levy on the Goods.
- 4.4 Unless we have agreed fixed prices in writing, where the Contract provides for deliveries more than 30 days after we accept your Order (including scheduled or call off deliveries), we may change the price of those deliveries to reflect changes in metal prices or our costs, by giving you at least 10 Business Days' written notice before dispatch. If you do not accept the new price, you may cancel the affected deliveries by written notice before they are dispatched, without liability to either of us.

5 Payment and credit

- 5.1 Unless we have agreed a credit account with you in writing, you must pay in full against our pro forma invoice before dispatch. We will dispatch once we have received cleared funds.
- 5.2 Credit accounts are at our discretion. We may carry out credit checks, set a credit limit, and change or withdraw credit at any time by giving you notice. We may decline or hold any Order that would take you over your credit limit.
- 5.3 On a credit account, we will invoice you on or after dispatch and you must pay within 30 days of the invoice date, or within any other period stated in our written credit approval. Time for payment is of the essence.
- 5.4 You must pay in the currency of the invoice, by bank transfer to the account shown on our invoice or by card using our payment link. You must pay all bank charges, including any intermediary bank charges, so that we receive the full amount invoiced.
- 5.5 We will never change our bank details by email alone. If you receive a request to pay into a different account, call us on a number you already hold for us before making any payment.
- 5.6 If you do not pay any amount by its due date, you must pay interest on the overdue amount at 8% a year above the Bank of England base rate from time to time. Interest accrues daily from the due date until payment, before and after any judgment. We may also claim fixed sum compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If you do not pay any amount by its due date, we may, without limiting our other rights, suspend deliveries under the Contract or any other contract with you until we are paid, and withdraw any credit.
- 5.8 You must pay all amounts due in full, without any set off, counterclaim, deduction or withholding, except as required by law. We may set off any amount you owe us against any amount we owe you.

6 Delivery

- 6.1 Unless the Order Acknowledgement states otherwise:

- (a) for deliveries within the United Kingdom, we deliver DAP (Incoterms 2020) to the address in the Order Acknowledgement: we arrange carriage, and delivery takes place when the Goods arrive at that address, ready for unloading; and
- (b) for deliveries outside the United Kingdom, the Incoterms 2020 rule stated in the Order Acknowledgement applies or, if none is stated, delivery is FCA (Incoterms 2020) at our premises in Rochdale.

- 6.2 Delivery dates are estimates and time for delivery is not of the essence. We are not liable for any delay caused by an event under clause 13, or by your failure to give us adequate delivery or other instructions. If, for any other reason, we have not delivered within 30 days after the estimated delivery date, you may cancel the undelivered Goods by written notice and we will refund anything you have paid for them. This is your only remedy for late delivery.
- 6.3 We may deliver up to 5% more or less than the quantity ordered, and the price will be adjusted pro rata. You may not reject the Goods for this reason. The quantity recorded by us on dispatch is conclusive unless you show otherwise.
- 6.4 We may deliver in instalments, each of which will be invoiced and paid for separately. Any delay or defect in one instalment does not entitle you to cancel any other instalment.
- 6.5 If you do not take delivery within 5 Business Days after we tell you that the Goods are ready, or if delivery fails because of you, delivery will be treated as complete on that 5th Business Day, and we may charge you for storage, insurance and redelivery. If you have still not taken delivery 10 Business Days later, we may resell the Goods and charge you any shortfall against the Contract price plus our costs, or refund any excess you have paid.

7 Exports, dangerous goods and sanctions

- 7.1 For deliveries outside the United Kingdom, unless the Incoterms 2020 rule that applies says otherwise, you are responsible for import licences, customs clearance, duties and taxes in the destination country. You must give us any information we need to prepare export documents.
- 7.2 Some Goods are classed as dangerous goods for transport. We will pack, label and document them as the transport rules require. You must handle, store and use all Goods in line with the safety data sheet.
- 7.3 You must comply with all export control and sanctions laws that apply to the Goods, including those of the United Kingdom. You must not sell, export or re-export the Goods, directly or indirectly, to any person, country or end use prohibited by those laws, and you must give us an end user statement if we ask for one.
- 7.4 We may refuse, suspend or cancel any Order without liability if we reasonably believe that supplying it could breach any export control or sanctions law, or if an export licence we need is refused or delayed.

8 Quality, inspection and warranty

- 8.1 You must inspect the Goods on delivery. You must tell us in writing within 10 Business Days of delivery about any damage, shortage, wrong Goods or other problem that a reasonable inspection would reveal, and note any visible transit damage on the carrier's delivery record where you can. If you do not, the Goods will be treated as accepted in respect of those problems.
- 8.2 We warrant that, for 3 months from delivery (or any shorter period stated in the product data sheet for that grade) (the Warranty Period), the Goods will meet the Specification, provided they are stored and handled in line with clause 8.3.
- 8.3 You must store the Goods in their original packaging, kept sealed when not in use, in a cool, dry place away from moisture, heat and corrosive atmospheres, and follow any storage guidance on the product data sheet and safety data sheet. Metal powders, especially copper and copper alloys, can oxidise or discolour, absorb moisture or form lumps when exposed to air, moisture or heat. We are not responsible for any such change that occurs after delivery unless you show that it was caused by a defect that existed on delivery. Surface discolouration that does not take the Goods outside the Specification is not a defect.
- 8.4 If you notify us in writing during the Warranty Period, and within 10 Business Days of discovering the problem, that any Goods do not meet the warranty in clause 8.2, you must stop using them and give us a reasonable opportunity to examine them, including by sending us a sample or returning them if we ask. If we find that the Goods do not meet that warranty, we will, at our option, replace them or refund or credit their price, and refund your reasonable return carriage costs.
- 8.5 We are not liable under clause 8.2 if:

- (a) you continue to use the Goods after discovering the problem;
- (b) the Goods have not been stored or handled in line with clause 8.3 or our written instructions;
- (c) the problem results from a specification, blend or instruction you gave us;
- (d) the Goods have been altered, contaminated, mixed or repacked after delivery, other than in the normal course of using them; or
- (e) the problem results from wilful damage, negligence, or abnormal storage or working conditions.

8.6 This clause 8 sets out your only remedies for Goods that are defective or do not meet the Specification. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are excluded to the fullest extent permitted by law.

8.7 Any goodwill credit, discount or replacement we offer is given without admission of liability and does not set a precedent.

8.8 These terms apply to any replacement Goods we supply.

9 Samples, cancellations and returns

9.1 Samples are supplied for evaluation only. They are representative of the grade, but we give no warranty about them and they do not form part of any Contract.

9.2 Once we have accepted your Order, you may cancel it only with our written agreement. If we agree, you must pay any costs we have incurred, including carriage and any charges from our own suppliers. Goods packed to a non standard pack size, specially ordered for you, or blended to your specification cannot be cancelled once we have started work on them or placed the order for them.

9.3 We accept returns of Goods that were correctly supplied only with our prior written agreement. Goods must be unopened, in their original packaging, and returned within 30 days of delivery at your cost, and we may make a handling charge, which we will tell you before you return them. Opened or repacked Goods, and Goods specially ordered or blended for you, cannot be returned. This clause does not affect your rights under clause 8.

10 Risk and ownership

10.1 Risk in the Goods passes to you on delivery under clause 6.1, or when delivery is treated as complete under clause 6.5.

10.2 Ownership of the Goods passes to you only when we have received payment in full, in cleared funds, for the Goods and for all other amounts then due from you to us.

10.3 Until ownership passes, you must store the Goods so that they can be identified as ours, not remove or obscure any label or batch mark, keep them insured for their full price, and tell us straight away if an Insolvency Event occurs.

10.4 Until ownership passes, you may use or resell the Goods in the ordinary course of your business. This right ends immediately if an Insolvency Event occurs or you fail to pay any amount by its due date.

10.5 If your right ends, we may require you to return any Goods that have not been used, resold or incorporated into another product, and we and our agents may enter your premises, or any premises where the Goods are stored, to recover them. We may recover the price of the Goods even though ownership has not passed.

11 Limits on our liability

11.1 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for breach of the terms implied by section 12 of the Sale of Goods Act 1979, under the Consumer Protection Act 1987, or for anything else that cannot lawfully be limited or excluded.

11.2 Subject to clause 11.1, we are not liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, revenue, business, contracts, goodwill or anticipated savings, any loss of production or downtime, or any indirect or consequential loss.

11.3 Subject to clause 11.1, our total liability to you under or in connection with each Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the price of the Goods under that Contract.

12 Insolvency and ending the Contract

- 12.1 An Insolvency Event happens if you are unable to pay your debts as they fall due, enter or take any step towards any insolvency procedure (including administration, liquidation, receivership, a voluntary arrangement or bankruptcy, or anything similar in any country), stop or threaten to stop carrying on business, or your financial position deteriorates so that we reasonably believe you will be unable to pay us.
- 12.2 To the extent permitted by law, if an Insolvency Event happens, or you fail to pay any amount by its due date, we may suspend or cancel any undelivered Goods under the Contract or any other contract with you, and all amounts you owe us become due immediately.
- 12.3 Ending the Contract does not affect any rights or liabilities that have already arisen. Clauses that by their nature are meant to continue after the Contract ends will continue in force.

13 Events beyond our control

- 13.1 Neither of us is liable for any delay or failure in performing the Contract caused by an event beyond our reasonable control, including failure or delay by our suppliers or carriers, shortages of materials or energy, fire, flood, storms, epidemics, strikes and other industrial disputes, war, terrorism, civil unrest, sanctions or other government action, and transport disruption. This clause does not apply to your obligation to pay.
- 13.2 If such an event continues for more than 8 weeks, either of us may cancel any undelivered Goods by written notice without liability, and we will refund anything you have paid for them.

14 Personal data

- 14.1 Each of us will comply with data protection law in relation to any personal data shared under the Contract, which is usually limited to business contact details. We use your contact details to manage your account, process your orders and tell you about our products and services, as described in our privacy notice at ronaldbritton.co.uk/privacy.

15 General

- 15.1 We may assign or subcontract any of our rights or obligations under the Contract. You may not do so without our prior written consent.
- 15.2 Notices must be in writing and sent by hand, by post or by email, to the other party's registered office or to any address or email address it has notified for this purpose. A notice is treated as received: by hand, when delivered; by first class post, at 9.00 am on the second Business Day after posting; and by email, when sent, or at 9.00 am on the next Business Day if sent outside 9.00 am to 5.00 pm on a Business Day. This clause does not apply to the service of legal proceedings.
- 15.3 If any part of these terms is found to be invalid or unenforceable, it will be modified to the minimum extent needed to make it enforceable, or if that is not possible, removed, and the rest of the terms will not be affected.
- 15.4 A failure or delay in exercising any right is not a waiver of it. A waiver is effective only if it is in writing.
- 15.5 No one other than you and us has any right to enforce the Contract.
- 15.6 We may update these terms from time to time. The version published at ronaldbritton.co.uk/terms on the date of our Order Acknowledgement applies to that Contract.
- 15.7 The Contract, and any dispute or claim arising out of or in connection with it (including non contractual disputes or claims), is governed by the law of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 15.8 The courts of England and Wales have exclusive jurisdiction over any such dispute or claim, except that we may also bring proceedings to recover amounts due in the courts of any country where you are based or have assets.