

## WPC Railing Assembly Guide

1. Mark and Pre-Drill for the Galvanised Post fixings. (Note minimum distance from any wall, fence or decking edge).
2. Insert the Galvanised Post Fixings into the pre-drilled holes and position the Galvanised Post in place. Fully tighten all four Post fixings.
3. Taking two Handrail Fixing Blocks, using the groove line on the 50mm x 30mm face, 10mm in from each end, drill 2 x 5mm dia. clearance holes in each block.
4. Mark out the positions of the upper and lower Handrail Fixing Blocks on the WPC Post, so that the two holes are in a horizontal line and then pilot drill for a M4/60 stainless steel screw.
5. Screw the upper and lower Handrail Fixing Blocks into position using 2 x M4/60 stainless steel screws in each block.
6. Position the Post Collar onto the Galvanised Post and then slide the WPC Post onto the Galvanised Post, locating it into the Post Collar.
7. Fit the Post Cap into the top of the WPC Post.
8. Taking eighteen Square Spindle Fixing Blocks, using the groove line on the 38mm x 38mm face, 8mm in from each end, drill 2 x 5mm dia. clearance holes in each block.
9. On the underside of the upper Handrail, mark out the positions of the nine Square Spindle Fixing Blocks, so that the two holes are in line with the Handrail centre line and then pilot drill for a M4/38 stainless steel screw.
10. Screw the Square Spindle Pipe Fixing Blocks into position using 2 x M4/38 stainless steel screws in each block.
11. On the underside of the upper Handrail, 15mm in and on the centre line, drill 1 x 5mm dia. clearance hole at each end.

## Terms & Conditions of Sale

### 1. Interpretation

- 1.1 In these Conditions:
  - (a) "Rockwell" means Rockwell Sheet Sales Limited of Birmingham Road, Millisons Wood, Coventry, CV5 9AZ.
  - (b) "Buyer" means the person whose order for the supply of the Goods is accepted by Rockwell.
  - (c) "Goods" means the Goods (including any instalment of the Goods) which Rockwell is to supply in accordance with these Conditions.
  - (d) "Conditions" means the terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between Rockwell and the Buyer.
  - (e) "Contract" means the contract for the purchase and sale of the Goods.
  - (f) "Writing" includes facsimile email and comparable means of electronic or other communication.
- 1.2 In the event that the Buyer is more than one person then any obligations of the Buyer shall be joint and several obligations.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. Application of Conditions

- 2.1 These conditions shall apply to all contracts for the sale of Goods by Rockwell to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.2 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.3 Any variation to these Conditions including any special terms and conditions agreed between the parties shall be inapplicable unless agreed in Writing by Rockwell.

### 3. Basis of Sale

- 3.1 Rockwell shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of Rockwell which is accepted by the Buyer, or any written for telephone order of the Buyer which is accepted and confirmed in writing by Rockwell (subject in either case to these Conditions) and each accepted order shall constitute an individual legally binding contract.
- 3.2 All quotations shall be deemed to be withdrawn after Thirty (30) days from the date of the quotation.
- 3.4 No order by the Buyer shall be deemed to be accepted by Rockwell unless and until confirmed in Writing by Rockwell's authorised representative.
- 3.4 Any advice or recommendation by Rockwell or its employees or agents to the Buyer as to the storage, application or use of the Goods which is not confirmed in Writing by Rockwell is followed or acted upon entirely at the Buyer's risk.
- 3.5 Any typographical, clerical or from other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Rockwell shall be subject to correction without any liability on the part of Rockwell.

### 4. Price

- 4.1 The price of the Goods shall (unless otherwise agreed in Writing) be Rockwell's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in Rockwell's published price list current at the date of acceptance of the order.
- 4.2 Rockwell may by giving notice to the Buyer at any time before delivery increase the price of the Goods to reflect any increase in cost to Rockwell due to any factor beyond the control of Rockwell (such as foreign exchange fluctuation, currency regulation, alteration of duties or other cost which directly affects the cost to Rockwell of supplying the Goods) or any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer.
- 4.3 Except as otherwise stated under the terms of any quotation of Rockwell or unless otherwise agreed in Writing, all prices are given by Rockwell on an ex works basis, and where Rockwell agrees to deliver the Goods otherwise than at Rockwell's premises, the Buyer shall be liable to pay Rockwell's charges for transport and insurance and any costs incurred by Rockwell if, due to the absence of or inadequacy of persons to unload or take delivery of the Goods or for any other reason, Rockwell shall be unable to effect delivery of the Goods.
- 4.4 The price is exclusive of VAT, (which shall be due at the rate ruling on the date of invoice) and delivery charges.
- 4.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to Rockwell before the due payment date.

### 5. Terms of payment

- 5.1 Subject to any special terms agreed in Writing between Rockwell and the Buyer:
  - 5.1.1 Rockwell shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event Rockwell shall be entitled to invoice the Buyer for the price at any time after Rockwell has notified the Buyer that the Goods are ready for collection or (as the case maybe) Rockwell has tendered delivery of the Goods.
  - 5.1.2 The Buyer shall pay the price of the Goods without any deduction within Thirty (30) days of the date of Rockwell's invoice, and Rockwell shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer.
- 5.2 Time for payment of the price shall be of the essence of the Contract.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Rockwell, Rockwell shall be entitled to take any one or more of the following actions:
  - 5.3.1 suspend all or any other deliveries to be made under the Contract or any other contract with the Buyer (in which event the Buyer shall not in any respect be released from its obligations under the Contract or any other contract);
  - 5.3.2 cancel the Contract or any other contract with the Buyer and claim damages from the Buyer for breach of contract;
  - 5.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of one and one half (1½) per cent per calendar month or part of a month until payment in full is made, such interest to be calculated from the date of invoice.

### 6. Delivery

- 6.1 Subject to any special terms agreed in Writing between Rockwell and the Buyer, delivery of the Goods shall be made by Rockwell at the Buyer's premises (which unless notified by the Buyer to the contrary shall be deemed to be the Buyer's correspondence address) or such other delivery address as maybe agreed by Rockwell in Writing.
- 6.2 Although Rockwell will endeavour to keep any requested delivery dates, such dates or quoted delivery dates are approximate only and Rockwell accepts no liability for any delay in delivery of the Goods howsoever caused, and time for delivery shall not be of the essence of the Contract.
- 6.3 The Goods may be delivered by Rockwell in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Rockwell to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give Rockwell adequate delivery instructions at the time stated for delivery (otherwise than by reason or any cause beyond the Buyer's reasonable control or by reason of Rockwell's fault) then, without prejudice to any other right or remedy available to Rockwell, Rockwell may:
  - 6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
  - 6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 6.6 If upon delivery the Goods are found to be short or damaged, Rockwell shall not be liable unless the Goods upon delivery are signed for as "not examined" or "incomplete" or words to such effect and the Buyer notifies Rockwell in Writing within Three (3) days of such short or damaged delivery.

### 7. Risk, property, title

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery (or if the Buyer wrongfully fails to take delivery of the Goods the time when Rockwell has tendered delivery).
- 7.2 The Goods shall remain the property of Rockwell and title shall not pass to the Buyer until Rockwell has received in cash or cleared funds payment in full of the price of the Goods (plus VAT and any other relevant additional charges) and all other Goods agreed to be sold by Rockwell to the Buyer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Rockwell's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as Rockwell's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

- 7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) Rockwell shall be entitled at any time to require the Buyer to deliver up the Goods to Rockwell and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

### 8. Specification

- 8.1 The Goods shall be supplied in accordance with the current edition of any product information leaflet brochure or catalogue issued by Rockwell or the manufacturer of the Goods.
- 8.2 The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable statutory or EC requirements or which do not materially affect the quality or fitness for the purpose of the Goods.

### 9. Warranties and Liability

- 9.1 Subject to the conditions set out below and any express warranty given in Writing by Rockwell in relation to particular Goods, Rockwell warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of Three (3) months from delivery or the date of their initial use, whichever is the first to expire.
- 9.2 The above warranty is given by Rockwell subject to the following conditions:
  - 9.2.1 the Buyer shall inspect the Goods on delivery and shall within 3 days of delivery notify Rockwell of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall afford Rockwell an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods;
  - 9.2.2 If the Goods are not in accordance with the Contract for any reason, the Buyer's sole remedy shall be limited to Rockwell making good any defect or shortage by repairing or replacing such Goods or if Rockwell shall elect by refunding a proportion of any part of the price;
  - 9.2.3 Rockwell shall be under no liability in respect of any defect arising from wear and tear, wilful damage or negligence, abnormal working conditions, failure to follow Rockwell's, the manufacturer's installation or other instructions, or misuse or alteration or repair of the Goods;
  - 9.2.4 Rockwell shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
  - 9.2.5 the above warranty does not extend to parts, materials or equipment not manufactured by Rockwell in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Rockwell.
- 9.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and or expense (including loss of profit) suffered by the Buyer arising out of a breach by Rockwell of the Contract or any of these conditions.
- 9.4 In the event of any breach of the Contract or these conditions by Rockwell the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of Rockwell exceed the price of the Goods.
- 9.5 Except where the Good are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties and conditions whether implied by statute or otherwise are excluded from the Contract and these Conditions provided that this shall not restrict or exclude liability for death or personal injury caused by the negligence of Rockwell.
- 9.6 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

### 10. Force Majeure

Rockwell shall not be liable to the Buyer for any failure to perform or delay in performance of the Contract due directly or indirectly to any cause beyond Rockwell's reasonable control, including (but without limitation) war or civil disturbance, strikes or other labour difficulties or shortages, fire, floods, failure of power, failure or delay of Rockwell's, inability to operate or secure transportation or handling facilities, government acts or regulations, or acts of God.

### 11. Insolvency of Buyer

Rockwell shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer (and if Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary) in any of the following circumstances:

- 11.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 11.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 11.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 11.4 Rockwell reasonably apprehends that any of the events may occur.

### 12. Cancellation of Contract

Without prejudice to its other rights and remedies at law, and its right to refuse to accept a purported cancellation of the Contract by the Buyer:

- 12.1 Rockwell reserves the right to make such charge as it considers reasonable in respect of any purported cancellation of the whole or part of any order by the Buyer.
- 12.2 Any cancellation accepted by Rockwell will render the Buyer liable for the value of Goods manufactured or partially manufactured (including but not limited to the cost of all raw materials purchased) by Rockwell whether or not despatched to the Buyer prior to receiving purported notice of cancellation and may result in an adjustment of the price for the quantity of Goods actually despatched to the Buyer.
- 12.3 No cancellation will be agreed where Goods are to be supplied to meet the special requirements of the Buyer.

### 13. General

- 13.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the other party giving the notice.
- 13.3 No waiver by Rockwell 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.
- 13.4 The Contract shall be governed by English law.

### 14. Internet Sales

The following additional conditions shall be applicable to sales conducted through Rockwell's websites:-

- 14.1 By using Rockwell's website, placing an order for Goods and/or registering as a member of the website the Buyer confirms its agreement to Rockwell's terms and conditions, including the Privacy Policy.
- 14.2 The copyright in the material contained in Rockwell's website and any trademarks and brands included in that material belongs to Rockwell or its licensors.
- 14.3 The Buyer may download or copy the content and other downloadable items displayed on the website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the website for other than personal use is expressly prohibited.
- 14.4 Rockwell will attempt to ensure that the information available on the website at any time is accurate. However, Rockwell will not be held liable for any errors or omissions. Rockwell will use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of these.
- 14.5 All drawings, descriptive matter and specifications of the goods on the website are for the sole purpose of giving an approximate description of the Goods.
- 14.6 Rockwell may also change, suspend or discontinue any aspect of the website, including the availability of any features, information, database or content or restrict access to parts or all of the website without notice or liability.
- 14.7 Rockwell may from time to time change, alter, adapt, add or remove portions of these terms and conditions but if they do so they will post any such changes on the website.
- 14.8 English law will apply to this Agreement, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

12. On the topside of the lower Handrail, mark out the positions of the nine Square Spindle Fixing Blocks, so that the two holes are in line with the Handrail centre line and then pilot drill for a M4/38 stainless steel screw.
13. Screw the Square Spindle Fixing Blocks into position using 2 x M4/38 stainless steel screws in each block.
14. Assemble the upper Handrail, Square Spindles and the lower Handrail.
15. Holding the assembly firmly in place, 15mm in and on the centre line of each Square Spindle, cross drill a pilot hole x 35mm deep for a M4/30 stainless steel screw. Repeat this on the opposite end of all the Square Spindles.
16. Secure all Square Spindles in place using M4/30 Stainless Steel Screws.
17. Locate the Handrail Assembly onto the Handrail Fixing Blocks and then support the free end with a temporary support block as shown.
18. Taking two Handrail Fixing Blocks, using the groove line on the 50mm x 30mm face, 10mm in from each end, drill 2 x 5mm dia. clearance holes in each block.
19. Mark out the positions of the upper and lower Handrail Fixing Blocks on the WPC Post, so that the two holes are in a horizontal line and then pilot drill for a M4/60 stainless steel screw.
20. Screw the upper and lower Handrail Fixing Blocks into position using 2 x M4/60 stainless steel screws in each block.
21. Mark out the position of the Galvanised Post, so that the centre distance between posts is 1571mm. Pre Drill 4 x holes for the Galvanised Post fixings.
22. Build the Post Assembly by sliding the Post Collar into position on the Galvanised Post, then slide on the WPC Post locating it inside the post collar.
23. Slide the Post Assembly into position on the supported Railing Assembly, making sure that the Galvanised Post is located on all four fixings and the Handrail Fixing Blocks are located into the ends of the Upper and Lower Handrails. Then remove the temporary support block.
24. Holding the WPC Post firmly in position, lift the Collar and fully tighten all four Galvanised Post fixings. Then lower the Collar back into position to cover the Galvanised Post foot.
25. Fit the Post Cap.

26. On the underside of the upper Handrail, locate the clearance hole and then pilot drill through the hole into the Handrail Fixing Block to a depth of 35mm. Repeat at the opposite end. Finally, lock the Handrail into position at both ends using M4/30 Stainless Steel Screws.
27. If the WPC Railing Assembly needs to be extended in a straight line, then please continue using the following instructions.
28. Taking two Handrail Fixing Blocks, using the groove line on the 50mm x 30mm face, 10mm in from each end, drill 2 x 5mm dia. clearance holes in each block.
29. Mark out the positions of the upper and lower Handrail Fixing Blocks on the opposite face of the previous WPC Post, so that the two holes are in a horizontal line and then pilot drill for a M4/60 stainless steel screw.
30. Screw the upper and lower Handrail Fixing Blocks into position using 2 x M4/60 stainless steel screws in each block.
31. Taking eighteen Square Spindle Fixing Blocks, using the groove line on the 38mm x 38mm face, 8mm in from each end, drill 2 x 5mm dia. clearance holes in each block.
32. On the underside of the upper Handrail, mark out the positions of the nine Square Spindle Fixing Blocks, so that the two holes are in line with the Handrail centre line and then pilot drill for a M4/38 stainless steel screw.
33. Screw the Square Spindle Pipe Fixing Blocks into position using 2 x M4/38 stainless steel screws in each block.
34. On the underside of the upper Handrail, 15mm in and on the centre line, drill 1 x 5mm dia. clearance hole at each end.
35. On the topside of the lower Handrail, mark out the positions of the nine Square Spindle Fixing Blocks, so that the two holes are in line with the Handrail centre line and then pilot drill for a M4/38 stainless steel screw.
36. Screw the Square Spindle Fixing Blocks into position using 2 x M4/38 stainless steel screws in each block.
37. Assemble the upper Handrail, Square Spindles and the lower Handrail.
38. Holding the assembly firmly in place, 15mm in and on the centre line of each Square Spindle, cross drill a pilot hole x 35mm deep for a M4/30 stainless steel screw. Repeat this on the opposite end of all the Square Spindles.

39. Secure all Square Spindles in place using M4/30 Stainless Steel Screws.
40. Locate the Handrail Assembly onto the Handrail Fixing Blocks and then support the free end with a temporary support block as shown.
41. Taking two Handrail Fixing Blocks, using the groove line on the 50mm x 30mm face, 10mm in from each end, drill 2 x 5mm dia. clearance holes in each block.
42. Mark out the positions of the upper and lower Handrail Fixing Blocks on the next WPC Post, so that the two holes are in a horizontal line and then pilot drill for a M4/60 stainless steel screw.
43. Screw the upper and lower Handrail Fixing Blocks into position using 2 x M4/60 stainless steel screws in each block.
44. Mark out the position of the Galvanised Post, so that the centre distance between posts is 1571mm. Pre Drill 4 x holes for the Galvanised Post fixings. Insert the Galvanised Post Fixings into the pre-drilled holes.
45. Build the Post Assembly by sliding the Post Collar into position on the Galvanised Post, then slide on the WPC Post locating it inside the post collar.
46. Slide the Post Assembly into position on the supported Railing Assembly, making sure that the Galvanised Post is located on all four fixings and the Handrail Fixing Blocks are located into the ends of the Upper and Lower Handrails. Then remove the temporary support block.
47. Holding the WPC Post firmly in position, lift the Collar and fully tighten all four Galvanised Post fixings. Then lower the Collar back into position to cover the Galvanised Post foot.
48. Fit the Post Cap.
49. On the underside of the upper Handrail, locate the clearance hole and then pilot drill through the hole into the Handrail Fixing Block to a depth of 35mm. Repeat at the opposite end. Finally, lock the Handrail into position at both ends using M4/30 Stainless Steel Screws
50. If further extension to the WPC Railing Assembly is required, then please repeat operations 28 to 49 until the desired distance is achieved.

51. If at any point a 90 degree return is required, then repeat operations 28 to 49, except that at operation 29, mount the Handrail Fixing Blocks onto the face of the WPC Post that is at 90 degrees to the already built WPC Railing Assembly.