



# Libra Systems

manufacturers of cold rolled sections

## Product Data Guide



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Every effort has been made to ensure the accuracy of the information in this Guide. However, no liability can be accepted for any omissions or errors or any consequences arising therefrom. LIBRA Systems operate a policy of continuous product improvement and reserve the right to modify specifications or withdraw components without prior notice.

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# STUD & TRACK

## DRYWALL PARTITIONING

A range of vertical metal studs combined with ceiling and floor tracks; together they form a framework which is designed to accept gypsum wallboards in single or double thickness. Libra stud and track is available in several widths, each of which has been tested to a variety of fire, acoustic and structural standards. Studs have a knurled face to assist straight screw penetration when fixing wallboards with drywall screws; this allows the contractor to complete drywalls with minimum amount of effort.

## C STUD

Drywall Metal 'C' Stud Partitioning

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/ DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS LENGTH (MM)	WEIGHT (KG)
	FS48	48MM C STUD 34 X 48 X 32 0.5MM GAUGE	100	2400	133
				2700	150
				3000	166
				3600	200
	FS50	50MM C STUD 34 X 50 X 32 0.5MM GAUGE	100	2400	135
				2700	152
				3000	168
				3600	202
	FS60	60MM C STUD 34 X 60 X 32 0.5MM GAUGE	100	2400	152
				2700	171
				3000	190
				3600	227
	FS70	70MM C STUD 34 X 70 X 32 0.5MM GAUGE	100	2400	156
				2700	175
				3000	195
				3600	233
				4200	272
	FS92	92MM C STUD 34 X 92 X 32 0.5MM GAUGE	100	3000	211
				3600	253
				4200	295
				5000	338
	FS146	146MM C STUD 34 X 146 X 32 0.5MM GAUGE	100	3000	294
				3600	353
				4200	412
				5000	450
				6000	539

## C STUD

Acoustic Stud Partitions

Libra Acoustic Stud is designed to give a cost-effective way to improve acoustic performance in both domestic and commercial installations. Partitions are constructed in exactly the same way as a standard C Stud partition

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/ DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS LENGTH (MM)	WEIGHT (KG)
	FSA70	70MM ACOUSTIC C STUD 50 X 70 X 48 0.5MM GAUGE	100	2700	184
				3000	205
				3600	246
				4200	286
	FSA92	92MM ACOUSTIC C STUD 50 X 92 X 48 0.5MM GAUGE	100	2700	208
				3000	231
				3600	277
				4200	323

### PLEASE NOTE!

All 'C' Studs are boxable and both legs are 'knurled' for ease of drywall screw penetration. Components are manufactured from Hot Dip Galv. to EN10142. A range of fire, acoustic and structural certificates are available on request. Other sizes, lengths and thicknesses are available on request.

# STUD & TRACK

## I STUD

Drywall Metal 'I' Stud Partitions

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/ DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS LENGTH (MM)	WEIGHT (KG)
	FI50	50MM I STUD 38 X 50 X 38 0.5MM GAUGE	100	2400	204
				2700	229
				3000	255
				3600	306
				4200	320
	FI60	60MM I STUD 38 X 60 X 38 0.5MM GAUGE	100	2700	216
				3000	240
				3600	288
				4200	336
	FI70	70MM I STUD 38 X 70 X 38 0.5MM GAUGE	100	2700	253
				3000	281
				3600	337
	FIHD70	70MM I STUD 38 X 70 X 38 0.7MM GAUGE HEAVY DUTY	100	4200	394
				3000	358
				3600	429
	FIHD92	92MM I STUD 38 X 92 X 38 0.9MM GAUGE HEAVY DUTY	100	4200	501
				3000	476
				3600	571
				4200	666
	FIHD146	146MM I STUD 38 X 146 X 38 0.9MM GAUGE HEAVY DUTY	50	5000	833
				6000	1000
				3000	354
				3600	425
				4200	496
				5000	518
				6000	621

### PLEASE NOTE!

Both faces of the 'I' Studs are 'knurled' for ease of drywall screw penetration. Components are manufactured from Hot Dip Galv. to EN10142. Other sizes, lengths and thicknesses are available on request

## TRACK

Drywall Metal Head & Floor Track

### STANDARD TRACK

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/ DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS LENGTH (MM)	WEIGHT (KG)
	FT50	50MM STANDARD TRACK 25 X 50 X 25 0.5MM GAUGE	100	3000	122
	FT52	52MM STANDARD TRACK 25 X 52 X 25 0.5MM GAUGE	100	3000	125
	FT62	62MM STANDARD TRACK 25 X 62 X 25 0.5MM GAUGE	100	3000	140
	FT72	72MM STANDARD TRACK 25 X 72 X 25 0.5MM GAUGE	100	3000	151
	FT94	94MM STANDARD TRACK 25 X 94 X 25 0.5MM GAUGE	100	3000	179
	FT148	148MM STANDARD TRACK 25 X 148 X 25 0.5MM GAUGE	100	3000	242

# STUD & TRACK

## DEEP TRACK

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/ DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS LENGTH (MM)	WEIGHT (KG)
	FTD50	50MM DEEP TRACK 50 X 50 X 50 0.5MM GAUGE	50	3000	173
	FTD52	52MM DEEP TRACK 50 X 52 X 50 0.5MM GAUGE	50	3000	175
	FTD62	62MM DEEP TRACK 50 X 62 X 50 0.5MM GAUGE	50	3000	187
	FTD72	72MM DEEP TRACK 50 X 72 X 50 0.5MM GAUGE	50	3000	199
	FTD94	94MM DEEP TRACK 50 X 94 X 50 0.5MM GAUGE	50	3000	225
	FTD148	148MM DEEP TRACK 50 X 148 X 50 0.5MM GAUGE	50	3000	317

## EXTRA DEEP TRACK

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/ DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS LENGTH (MM)	WEIGHT (KG)
	FTED52	52MM EXTRA DEEP TRACK 70 X 52 X 70 0.7MM GAUGE	50	3000	164
	FTED72	72MM EXTRA DEEP TRACK 70 X 72 X 70 0.7MM GAUGE	50	3000	342
	FTED94	94MM EXTRA DEEP TRACK 70 X 94 X 70 0.7MM GAUGE	50	3000	399
	FTED148	148MM EXTRA DEEP TRACK 70 X 148 X 70 0.7MM GAUGE	50	3000	468

## FLAT FIXING PLATE

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/ DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS LENGTH (MM)	WEIGHT (KG)
	FP70	70MM FLAT FIXING PLATE 0.6MM GAUGE X 70	100	2400	92

# METAL FURRING

## CONCEALED METAL SYSTEM

Libra Furring Runner is a concealed metal system for suspended ceilings where no visible joints are required. Items such as light fittings, access panels and ventilation units are easily accommodated within the Furring Runner system.

## METAL FURRING

Concealed Metal System For Direct Fix of Plasterboards

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS	
				LENGTH (MM)	WEIGHT (KG)
	FF10	CEILING FURRING RUNNER 0.5MM GAUGE	200	3600	386
	FF20	EDGE TRIM 20 X 26 X 30 0.5MM GAUGE	100	3600	104
	FF30	PRIMARY CHANNEL 15 X 45 X 15 0.7MM GAUGE	100	3600	160
	182	HANGER ANGLE 25 X 25 0.7MM GAUGE	500	3000	411
				3600	480
	FF50	CHANNEL CONNECTION CLIPS	200	N/A	4

### PLEASE NOTE!

All Cold Rolled Components are Manufactured from Hot Dip Galv. to EN10142. Copies of Fire Certification available on request.

# WALL LINER

## LINING SYSTEM

Libra Wall Channel is a general purpose internal, non-load bearing wall lining system consisting of Vertical Channels, Ceiling and Floor Tracks and Fixing Brackets for use with gypsum wallboards. The wall channel brackets compensate for background irregularities, which also allows for minimal or no preparation to the surface being lined. The cavity behind the Wall Channel lining system can be used to accommodate services and can also permit enhancement of thermal and acoustic performance.

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/ DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS	
				LENGTH (MM)	WEIGHT (KG)
	FR10	WALL LINING STUD 18 X 45 X 18 0.5MM GAUGE	100	2400	98
				2700	110
				3000	123
				3600	147
	FFR11	WALL LINING TRACK 20 X 20 X 30 0.5MM GAUGE	100	3000	79
	WFB.195	75MM LEG FIXING BRACKET	100	N/A	3.5
	WFB.295	125MM LEG FIXING BRACKET	100	N/A	5.75
	FR12	CHANNEL CONNECTOR	50	N/A	1

# RESILIENT BAR

## RESILIENT BAR

Galvanised section designed to obtain the optimum acoustic performance when used in wall and ceiling systems.

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/ DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS	
				LENGTH (MM)	WEIGHT (KG)
	RB	RESILIENT BAR 21 X 16 X 45 X 10 0.5MM GAUGE	100	3000	115

# CHANNELS AND ANGLES

## CHANNELS AND ANGLES

An extensive range of galvanised steel cold rolled sections in various gauges to suit lightweight applications. The leg and base sizes and gauges shown within the existing range of products are by no means the limit to which Libra can manufacture, therefore if you have specific dimensional needs please contact the Sales Office who will be more than happy to discuss your requirements.

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/ DIMENSIONS (MM)	PACK SIZE (PCS)	PACK DETAILS	
				LENGTH (MM)	WEIGHT (KG)
	130	GALV. CHANNEL 25 X 63 X 25 1.5MM GAUGE	50	3600	228
	131	GALV. CHANNEL 19 X 38 X 19 1.5MM GAUGE	100	3600	296
	132	GALV. CHANNEL 38 X 76 X 38 1.5MM GAUGE	50	4200	363
	135	GALV. CHANNEL 50 X 100 X 50 1.5MM GAUGE	50	4800	550
				6000	720
	181	GALV. ANGLE 19 X 19 0.7MM GAUGE	50	3000	361
	182	GALV. ANGLE 25 X 25 0.7MM GAUGE	500	3000	411
				3600	480
	186	GALV. ANGLE 50 X 25 0.7MM GAUGE	500	3000	128
				3600	166
	187	GALV. ANGLE 50 X 50 0.7MM GAUGE	100	3000	170
				3600	222

# SPRING TEE

## SUSPENSION SYSTEMS

A concealed suspension system made from galvanised steel sections designed to support metal pan tiles in which the sides of the panel are gripped by the spring action of the system. Libra supply a complete range of accessories for the spring tee systems, Libra Spring Tee is manufactured to ensure optimum grip thus providing the major advantages of demountability and security, a complete system that allows designers and contractors to meet the increasing demand for metal pan applications.

PRODUCT IMAGE	PRODUCT CODE	DESCRIPTION/DIMENSIONS (MM)	PACK DETAILS		
			PACK SIZE (PCS)	LENGTH (MM)	WEIGHT (KG)
	131	PRIMARY CHANNEL 19 X 38 X 19 1.5MM GAUGE	100	3600	296
	240	FULL SPRING TEE	100	3600	263
	243	FULL SPRING TEE SUSPENSION BRACKET	200	N/A	10
	244	CHANNEL CLIP	500	N/A	7
	245	FULL SPRING TEE CONNECTOR	100	N/A	4
	247	TILE WEDGE	200	N/A	12
	248/249	RIGID SUSPENSION CLIPS, NUTS AND BOLTS	50	N/A	3

# GENERAL TERMS

- **PAYMENT** Nett – end of month following month of despatch unless otherwise agreed in writing
- **DELIVERY** Items from stock within five working days. Others by mutual agreement in writing
- **CARRIAGE** Paid on orders of nett value of agreed terms, U.K. mainland only Under agreed terms carriage at cost. Full cartons only  
Collection allowance available on request
- **PRICES** Acknowledged Orders at stated prices will normally be the price charged, but we reserve the right to charge at prices ruling at date of despatch whether or not notice has been given

## CONDITIONS OF SALE

The following Conditions of sale apply to all contracts of sale made with Libra Systems (hereinafter called “the company”) and these Conditions shall apply even though the buyer may by his order or in any other manner purport to vary, modify or negate the same.

### 1. Application of Terms and Conditions

1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller; and  
1.2 These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by the Seller, or any such order is made or purported to be made, by the Buyer.

### 2. Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Business Day**” means any day other than a Saturday, Sunday or bank holiday;  
“**Buyer**” means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;  
“**Contract**” means the contract for the purchase and sale of the Goods under these Terms and Conditions;  
“**Contract Price**” means the price stated in the Contract payable for the Goods;  
“**Delivery Date**” means the date on which the Goods are to be delivered as stipulated in the Buyer’s order and accepted by the Seller;  
“**Goods**” means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms and Conditions;  
“**Month**” means a calendar month; and  
“**Seller**” Means Libra Systems Limited, a company registered in England under 04793167 of The Old Police Station, Whitburn Street, Bridgnorth, Shropshire WV16 4QP and includes all employees and agents of Libra Systems Limited.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
  - 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
  - 2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

### 3. Basis of Sale

3.1 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of:

- 3.3.1 the Seller’s written acceptance;
- 3.3.2 delivery of the Goods; or
- 3.3.3 the Seller’s invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### 4. Orders and Specifications

4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller’s authorised representative.

4.2 The specification for the Goods shall be that set out in the Seller’s sales documentation unless varied expressly in the Buyer’s order (if such variation(s) is/are accepted by the Seller). The Goods will only be supplied in the minimum units thereof stated in the Seller’s price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.

4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.

4.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer’s specification, which do not materially affect their quality or performance.

4.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

4.6 The Seller retains the right to suspend or withdraw the Order if there is any debt of whatsoever kind owing to them by the Buyer.

### 5. Price

5.1 The price of the Goods shall be the price listed in the Supplier’s ‘Product Data Guide’ current at the date of acceptance of the Buyer’s order or such other price as may be agreed in writing by the Seller and the Buyer.

5.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller’s published price list the price quoted shall be valid for 28 days only or such lesser time as the Seller may specify.

5.3 The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer,

or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5.4 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are exclusive of the Seller’s charges for transport.

5.5 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are inclusive of the Seller’s charges for Basic Packaging, details of this is available on request. If the Buyer requires additional protection (Special Packaging) a request must be made in writing and the Seller reserves the right to charge an additional cost. If the Buyer opts to receive Basic Packaging the Seller shall in no circumstances be liable to the Buyer for expenses, damages or howsoever otherwise, should the Goods or any part thereof be damaged or deteriorate by reason of inadequate or defective packaging.

5.6 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

5.7 The Buyer is responsible for obtaining all necessary licences and consents and is liable for payment of call custom duties, port duties and similar charges.

### 6. Payment

6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall 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 the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

6.2 The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction, credit or set off) by the end of the month following the month of Delivery or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3 All payments shall be made to the Seller as indicated on the form of acceptance or invoice issued by the Seller.

6.4 The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller. If at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and notwithstanding sub-Clause 6.2 of these conditions, all amounts owing by the Buyer to the Seller shall be immediately payable in cash.

### 7. Delivery

7.1 Delivery of the Goods shall be made (unless clause 4.6 applies) by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer’s order and/or the Seller’s acceptance as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller’s premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms and 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.

7.4 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1, risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

### 8. Non-Delivery

8.1 If the Seller fails to deliver the Goods or any part thereof on the Delivery Date other than for reasons outside the Seller’s reasonable control or the Buyer’s or its carrier’s fault:

- 8.1.1 if the Seller delivers the Goods within 3 business days thereafter the Seller shall have no liability in respect of such late delivery; or
- 8.1.2 if the Buyer gives written notice to the Seller within 2 Business Days after the Delivery Date and the Seller fails to deliver the Goods within 2 Business Days after receiving such notice the Buyer may cancel the order and the Seller’s liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered.

8.2 The Buyer shall not be entitled to reject the Goods if the Seller delivers up to and including 10% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered

### 9. Inspection/Shortage

9.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.

9.2 Where the Goods cannot be examined the carrier’s note or such other note as appropriate shall be marked “not examined”.

9.3 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this Clause 9 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to the Seller within 5 Business Days of delivery detailing the alleged damage or shortage.

9.4 In all cases where defects or shortages are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer.

9.5 Subject to sub-Clauses 9.3 and 9.4, the Seller shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

9.6 In the event that the Goods are delivered to a location that is not the Buyer's premises the Buyer's duties and responsibilities under this clause remain.

#### 10. Risk and Retention of Title

- 10.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:
- 10.1.1 in the case of Goods to be collected by the Buyer, the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 10.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, the time that the Goods leave the Seller's premises.
- 10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.
- 10.3 Sub-Clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Seller and the Buyer has repaid all moneys owed to the Seller, regardless of how such indebtedness arose.
- 10.4 Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.
- 10.5 In the event that the Buyer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Terms and Conditions, the proceeds of such sub-sale or transfer (or such proportion as is due to the Seller) shall be held by the Buyer on behalf of the Seller. The Buyer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Seller's behalf are identified as such.
- 10.6 If the Goods are manufactured into another form or are used in the process of manufacturing other goods, the Supplier shall acquire legal and beneficial title to the resulting goods, or a proportion of the title thereto equal to the contribution made to the resulting goods by the Goods.
- 10.7 The Seller may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Conditions.
- 10.8 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 10.9 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Seller retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.
- 10.10 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if:
- 10.10.1 the Buyer commits or permits any material breach of his obligations under these Terms and Conditions;
- 10.10.2 the Buyer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- 10.10.3 the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 10.10.4 the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

#### 11. Assignment

- 11.1 The Seller may assign the Contract or any part of it to any person, firm or company without the prior written consent of the Buyer.
- 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

#### 12. Defective Goods

- 12.1 If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within 48 hours of such delivery, the Seller shall at its option:
- 12.1.1 replace the defective Goods within 10 Business Days of receiving the Buyer's notice; or
- 12.1.2 refund to the Buyer the price for those Goods (or parts thereof, as appropriate) which are defective; but the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as set out above.
- 12.2 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject there to any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods but the Seller shall have no further liability to the Buyer.
- 12.3 If the Buyer purchases any Goods within six months of the launch of such goods the Buyer shall have the right to return the Goods or any part of such order within 2 months of delivery, provided always that the Buyer exercising such right shall:
- 12.3.1 return such goods at his risk and cost; and
- 12.3.2 indemnify the Seller against any cost incurred by the Seller in rectifying any deterioration of the Goods caused by incorrect storage or use while in the Buyer's possession.
- 12.4 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subject to normal conditions, failure to follow the Seller's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Seller's prior approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.
- 12.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.6 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Terms and Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.
- 12.7 The Buyer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

#### 13. Buyer's Default

- 13.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

- 13.1.1 cancel the order or suspend any further deliveries to the Buyer;
- 13.1.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
- 13.1.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Barclays Bank Plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 13.2 This condition applies if:
- 13.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
- 13.2.2 the Buyer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
- 13.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;
- 13.2.4 the Buyer ceases, or threatens to cease, to carry on business; or
- 13.2.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 13.3 If sub-Clause 13.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the 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.

#### 14. Limitation of Liability

- 14.1 Subject to the provisions of Clauses 7, 8 and 12, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 14.1.1 any breach of these Terms and Conditions;
- 14.1.2 any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- 14.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 14.3 Nothing in these Terms and Conditions excludes or limits the liability of the Seller:
- 14.3.1 for death or personal injury caused by the Seller's negligence;
- 14.3.2 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
- 14.3.3 for fraud or fraudulent misrepresentation.
- 14.4 Subject to sub-Clauses 14.2 and 14.3:
- 14.4.1 the Seller's total liability in contract, tort (including negligence 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 Contract Price; and
- 14.4.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

#### 15. Confidentiality, Publications and Endorsements

- 15.1 The Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;
- 15.2 The Buyer will not use, authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its licensor;
- 15.3 The Buyer will use its reasonable endeavours to ensure compliance with this Clause 15 by its employees, servants and agents.
- 15.4 The provisions of this Clause 15 shall survive the termination of the Contract.

#### 16. Communications

- 16.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 16.2 Notices shall be deemed to have been duly given:
- 16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- 16.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- 16.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 16.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 16.3 All notices under this Agreement shall be addressed to the most recent address, e mail address, or facsimile number notified to the other Party.

#### 17. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

#### 18. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

#### 19. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

#### 20. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### 21. Law and Jurisdiction

- 21.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.



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