

Stelrad Limited Conditions of Sale (U.K. Sales)

UNLESS VARIED BY US BY ENDORSEMENT ON OUR ACKNOWLEDGEMENT OF ORDER OR
DELIVERY

NOTE ALL GOODS ARE SOLD ONLY UPON THE FOLLOWING CONDITIONS.

- 1. Quotations:** Are valid for acceptance for 28 days from the date shown unless withdrawn by us before that date and are subject to our written acceptance of the Buyer's order.
- 2. Prices and Discounts:** Are subject to alteration without notice and are given as a guide only as all goods are sold at prices ruling on date of despatch. Prices are exclusive of Value Added Tax which will be added to the Buyer's invoice where applicable.
- 3. Delay and Cancellations:** Any delivery date indicated shall be regarded as an estimate only, although we shall make every effort to ensure prompt delivery. Whilst every effort will be made to carry out the contract, its due performance is subject to cancellation by us without compensation or to such variation as we may find necessary as a result of a scarcity of labour materials or supplies, or because of any Act of God, war, strike, lockout or other labour dispute, fire, the elements, legislation, or (without prejudice to the generality of the foregoing) any other cause beyond our control.
- 4. Delivery and Risk:** Delivery shall be when the goods have been delivered to the Buyer's premises or to such other place as the Buyer may require. The risk shall pass to the Buyer when the goods have been delivered.
- 5. Transport:** Will be affected or arranged by us and goods will be delivered to destinations in the United Kingdom carriage paid unless:
 - (i) Value of order is less than £10.00 or
 - (ii) We are informed by the Buyer that goods are to be transported by Passenger train, air or other special delivery the extra carriage charges involved will be added to the Buyer's invoice.
- 6. Damage in Transit:** No claim for goods lost or damaged in transit will be entertained by us unless notification of the nature and extent of such a claim is received by us and the Carrier upon receipt of delivery of damaged goods, or within 28 days of despatch in the event of loss. Our liability shall in no circumstances exceed the invoiced value of the goods lost or damaged. Goods subject to claim, shall be stored free of charge for inspection. They shall not be returned to nor accepted by us without prior written consent.
- 7. Warranties:**
 - (i) Radiators: Subject to the provisions of paragraph
 - (ii), we will only accept responsibility for the replacement of any radiator which is or has become faulty by reason of defective materials or negligent workmanship. No liability is accepted for installation charges that may be incurred.
 - (ii) General:
 - (a) All components not of our own manufacture which are or have become faulty by reason of defective materials or negligent workmanship are guaranteed to the extent only of our supplier's guarantee (if any) and without further responsibility on our part.

(b) Goods subject to claim shall not be returned to nor will be accepted by us without our written consent.

(c) The above warranties shall not be available to the Buyer

(i) If the part has been rendered faulty by alteration treatment or processing by either the Buyer or installer or ultimate consumer other than in ordinary course of installation or in the ordinary use and/or

(ii) If we do not receive notification of the fault within 14 days of its occurrence.

(d) Returned goods will be subject to a restocking fee.

(i) 25% on panel radiators

(ii) Non-returnable on all colour, made to order or special radiators.

8. Dimensions and Illustrations: Given in our price lists and publicity brochures have been prepared with every care but their accuracy is not guaranteed, and we reserve the right to vary such information without notice. Exact dimensions will be provided on application.

9. Payment: All invoices shall be due for payment on or before the last day of the month following the date of invoice. Default in payment of any invoice shall entitle us to treat any outstanding contracts between us and the Buyer as repudiated by the Buyer.

10. Ownership:

(a) Notwithstanding any passing of risk to the Buyer we retain ownership of the goods the subject matter of this contract the property in which shall not pass to the Buyer and the Buyer shall keep any goods delivered to it as bailee for an on our behalf until we have received full payment of the price of all goods (whether or not the goods are delivered in instalments and some have been paid for by the Buyer) and all other sums due at any time whatsoever from the Buyer to us.

(b) Until ownership of the goods has been passed to the Buyer, the Buyer

(i) Shall insure the delivered goods against any loss or damage with an insurance office of repute:

(ii) Shall store the delivered goods separately or in some other way ensure that they are readily identifiable as our property:

(iii) Irrevocably authorises our representatives at any time and from time to time (whether or not payment is due) to repossess the goods and for such purpose to enter any premises occupied by the Buyer or where the goods are or are thought to be and to sever the goods from anything to which they are attached without being responsible for damage caused:

(iv) Shall keep the delivered goods free from any charge, lien or other encumbrance.

(c) If while under our ownership the goods or any of them are processed or incorporated into other goods ("the New Goods") then, provided the goods remain a readily identifiable and removable part of the New Goods, the provisions of clauses (a) and (b) shall apply.

(d) We (acting on our own account not as agent for the Buyer) may sell or agree to sell any of the goods or the New Goods in our possession on such terms as it may in its sole discretion consider appropriate.

(e) We shall be entitled to a general lien over all goods and materials of the Buyer which are in our possession or control from time to time for any sums due at any time whatsoever from the Buyer to us.

(f) Nothing in this clause 10 shall affect any other of our rights or remedies.

(g) The provisions of this clause 10 shall survive termination of the contract for any reason.

11. Liability: The rights conferred by these conditions shall so far as legally possible replace and exclude all common law, statutory or other warranties or conditions whether express or implied. Save as specifically mentioned above we do not accept liability, whether in tort or contract or otherwise, for any direct or indirect loss or damage, howsoever arising.

12. Waiver: Our rights shall not be affected or restricted by any indulgence or forbearance to the Buyer. No waiver by us of any breach shall operate as a waiver of any later breach.

13. Variation of Conditions: No variation of these conditions or the particulars in our acceptance shall be valid unless agreed by us in writing.

14. Law: English law applies