

## LUXUSHEAT LTD TERMS AND CONDITIONS FOR THE SALE OF GOODS

### Definitions

<b>Buyer</b>	the person who buys or agrees to buy the goods from the Seller.
<b>Conditions</b>	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods &amp; Services</b>	the articles which the Buyer agrees to buy from the Seller.
<b>Price</b>	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
<b>Seller</b>	Luxusheat Ltd , 20 William Street , Leicester , LE1 1RW

### 2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of [a director of] the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

### 3. Price

- 3.1 The Price shall be the price quoted on the Seller's order confirmation. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.
- 3.2 Any Typo, clerical or other error in any sales literature, quote, price list, invoice or any other document or information used by the company shall be subject to correction with liability on the part of the company
- 3.3 The company is entitled to make delivery by instalments against any order it accepts from the buyer these terms and conditions shall apply to each instalment delivery and any claim by the buyer in respect of any one or more of the instalments shall not entitle the buyer to treat the contract as a whole as repudiated

### 4. Payment and Interest

- 4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice.
- 4.2 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 4.3 If the buyer fails to make payment by the due date the company may suspend any further deliveries to the buyer and at the company's discretion interest will be charged at 4% over the base rate of NatWest bank from the date payment was due until and including the date the payment was made
- 4.4 If the buyer does not meet the conditions of payment, or in case of reasonable doubts about the buyers credit worthiness or the buyer makes any voluntary arrangements with its creditors, becomes bankrupt, becomes subject of an administration order or goes into liquidation the company may cancel any outstanding contract with the buyer and all outstanding invoices of the buyers account will become due

### 5. Goods & Services

- 5.1 The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.
- 5.2 The company may makes any changes in the specification of the goods and or services which are required to conform to any applicable statutory or EC requirement or which do not materially affect their quality or performance
- 5.3 All drawings, designs, specifications, quotes and other information provided by the company are confidential and all rights of copyright shall remain the property of the company and shall not pass to the buyer

- 5.4 All specifications, drawing and descriptions and particulars of layouts and dimensions submitted by the company are deemed approximate only and descriptions and illustrations in the company's price list and other advertising matter shall not form any part of a contract

## **6. Warranties**

- 6.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order. [Except where the Buyer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded].
- 6.2 Subject to the exclusions set out in 6.3 below, the Company confirms the goods will correspond with their specification at the time of delivery and will be free from defect in material and workmanship from the date of delivery for 12 months
- 6.3 The company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the buyer
- 6.4 The company shall be under no liability in respect of any defect arising from fair wear and tear , wilful damage , negligence , abnormal working conditions , failure to follow the company's instructions ( whether oral or in writing), misuse or alteration or repair of the goods without the company's written approval
- 6.5 Where the goods are returned by the buyer and accepted by the company as being defective the company shall at its option, either repair or replace the goods without cost to the buyer or allow the buyer a credit on their account. The company shall not be liable to the buyer for any claim by the buyer for any work done on or with the goods, loss of profit, or any loss, damage or cost to the buyer whatsoever. Other than the replacement cost of the goods and the buyer shall not be entitled to withhold payment by reason of defect

## **7. Delivery of the Goods**

- 7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

## **8. Acceptance of the Goods**

- 8.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
- 8.2 The Buyer shall carry out a thorough inspection of the Goods within 24 hours of delivery and shall give written notification to the Seller within 3 working days of delivery of the Goods of any defects or shortages which a reasonable examination would have revealed.
- 8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## **9. Title and risk**

- 9.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them has been paid in full.
- 9.3 The Seller may at any time before title passes and without any liability to the Buyer:
- 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

## **10. Carriage of Goods**

Carriage will be chargeable on;

- 1) Underfloor heating orders under £250 net
- 2) Plumbing orders under £500 net not including straight lengths of pipe
- 3) Plumbing orders under £1000 net including 5m straight lengths of pipe
- 4) Pre-insulated pipe orders £3000 nett.
- 5) Any order of any size on timed delivery (ie. pre 9am, pre 12.0 etc.)
- 6) Any orders of any size for Saturday delivery

## **11. Force Majeure**

The company shall not be liable to the buyer to the extent that fulfilment of its obligation to the buyer has been prevented, hindered or delayed by the force majeure as herein defined and without limiting the generality of the foregoing company shall be entitled to cancel any delivery in whole or part when it is delayed in or prevented from making delivery by strikes, lock outs, trade disputes or labour troubles or any cause beyond the company's control including without limitation act of god, regulation or request, fire, accident, war, riot, delay in transportation, inability to obtain adequate labour, materials or manufacturing facilities and the company shall not be bound to obtain in the market the goods with which to replace the goods, delivery of which has been cancelled as a result of said events.