



Terms & Conditions

PRICES AND QUOTATIONS

- a. Prices printed in our brochures, price lists and other advertisements are subject to alteration without notice. The right is reserved to quote at current prices.
- b. The amount and type of equipment and where relevant the work involved in its installation is as defined by our quotation and/or confirmation of order, and the total price given therein.
- c. All quotations are strictly net and are open for acceptance for a period of 14 days from the date of quotation but are thereafter subject to revision and/or cancellation.
- d. All quotations assume and are conditional on the buyer:
 - i. having supplied us with true and adequate information about the building and site conditions, and
 - ii. paying any fees incidental to the work which are compulsorily payable by reason of any statute, bye-law or regulation, and obtaining any necessary license, permit or authority, and
 - iii. providing assistance free of charge in offloading of equipment.
- e. All quotations which include installation work by us assume and are conditional on the work of offloading, installation and commissioning being carried out continuously in one visit, and the buyer providing free of charge:
 - i. access to the site at all reasonable times, and
 - ii. assistance with offloading and positioning of equipment, and mechanical lifting equipment, and
 - iii. healthy and safe surroundings for the work, and
 - iv. a properly prepared site and foundations for the equipment with necessary service connections points and terminals, with fuel and electricity readily available for installation commissioning, and
 - v. any necessary fuel, water and electricity, and
 - vi. all builder's work including cutting and making good holes and trenches, and
 - vii. all electrical work except between the buyer's switched, fused isolator and the heater, and between the heater and a room thermostat in cases where installation of a room thermostat is included. Unless otherwise agreed, the buyer's isolator must be located within 6ft of the heater and the thermostat will be installed within 10ft of the heater. In cases where these conditions cannot be met on the day of installation, temporary electrical connections will be made to prove operation of the heater and the buyer will be responsible for making permanent connections thereafter, and
 - viii. in the case of chimney penetration through a roof, the weather proofing of our roof penetration unit using a specialist roofing contractor if necessary.
 - ix. Any checks necessary to determine that the existing gas meter/supply has sufficient capacity to deliver fuel to all existing appliances PLUS the new heater(s) to be installed. If a larger gas meter is required it is the responsibility of the customer to finance and arrange for the supply and installation such equipment.
- f. If any of the conditions in (d) or (e) above are not satisfied and/or work is delayed for any cause for which the buyer or his servants, agents or contractors are responsible, and/or if additional equipment is required or extra work over and above what could have been reasonably anticipated is found necessary, we will not be bound by our quotation and we reserve the right to charge for this and the cost of any return visit which may be required, and to claim payment before delivery takes place or work commences or continues.

ACCEPTANCE OF ORDERS

- a. A binding Agreement between us and the buyer will be created by confirmation by us in writing of the buyer's order. If we receive written notification within 5 days of the date of confirmation of any inaccuracy in our confirmation form, the terms of the Agreement will be varied appropriately as to price, delivery, etc. but will not be cancelled.
- b. Any quotation or confirmation of order given by us is subject to these Conditions of Trading, ('these Conditions'), except where variations are agreed in writing by us.

- c. No conditions contained or incorporated in any order or other document sent by a buyer to ourselves which are inconsistent with these Conditions will form part of any Agreement between the buyer and ourselves.
- d. Any delivery by ourselves is made on the basis of these Conditions and any acceptance of delivery by the buyer will be construed as an unreserved acceptance that these Conditions apply.

PAYMENT

- a. The buyer will EITHER pay the total price with order OR pay at least 50% with order and the remainder be paid on completion of the installation by cheque or electronic bank transfer.
- b. Failure by the buyer to pay as stated above will constitute a breach of Agreement entitling (but not obliging) us to repudiate the Agreement entirely without liability to the buyer, and in such event the buyer will be liable to pay us a sum equivalent to 50% of the total price to recompense us for direct and overhead expenses, and for loss of profit occasioned by such breach.

DELIVERY

- a. Unless otherwise agreed in writing, any period we state for delivery or installation of equipment is an estimate only, given in good faith.
- b. Delivery or installation may be wholly or partially suspended, and the period of such suspension added to the period given in our confirmation of order, in the event of a stoppage, delay or interruption of work at our premises (or at the buyer's premises if work is to be carried out by us at the buyer's premises) due to strikes, acts of God, government action, trade disputes, failure to obtain or shortage of raw materials, interruption of transport or accidents or any other cause whatsoever reasonably beyond our control and we will not be liable for any direct or indirect loss arising therefrom.
- c. In any other circumstances no claim for non delivery, late delivery or any delay in performing work will be entertained or enforceable against us unless notice in writing of such has been given to us promptly.

RISK

Goods are to be at the risk of the buyer from and after delivery to the buyer or to his representative or to the site where they are to be installed.

RETENTION OF TITLE

Title to the Goods shall remain vested in the Seller and shall not pass to the Buyer until the purchase price for the Goods has been paid in full and received by the Seller. Until title to the goods passes:

- a. The seller shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the goods.
- b. the seller and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the goods or any part are stored, or upon which the seller reasonably believes them to be kept.

GUARANTEE AND LIMITATION OF LIABILITY

- a. Except as stated herein all conditions and warranties express or implied, statutory or otherwise (other than as to title) are hereby excluded.
- b. Save only in respect of liability for death or personal injury resulting from negligence, our total liability in respect of all claims for loss or damage in contract of tort attributable to any defect in or failure or unsuitability of the equipment supplied, design or erection or installation work or to any delay or failure to deliver or perform any work required to be carried out however serious, or to any negligence or breach of duty in relation thereto will be limited to our total price PROVIDED nevertheless we will not under any circumstances be liable for any damage whether in contract or tort in respect of loss of profits or production or for any consequential loss of any description.
- c. Subject to what is herein provided, we will supply a replacement for or (at our option) make good any defective part in the equipment which is caused by defective or unsuitable materials or by bad workmanship if the same is brought to our attention in writing within a guarantee period of 12 months. Further upon presentation of written evidence reasonably acceptable to us we will supply a replacement for or (at our option) make good any combustion chamber which burns out or rusts out within a guarantee period of ten years, charging one tenth of the then current selling price of the replacement for each expired year and/or part thereof plus transportation charges.
- d. Guarantee periods will be deemed to have commenced on the date on which the buyer or his agent agrees that the equipment has been delivered or has been installed and commissioned by us and signs our acceptance note to that effect.

e. Nozzles, electrodes, probes, photocells, thermocouple, thermostats and gaskets are not guaranteed, being items which are subject to deterioration or wear under normal operation and which require regular inspection, maintenance and replacement.

f. In the case of materials or equipment supplied and fixed but not manufactured by us the extent of our liability in respect thereof will not exceed the extent of the manufacturer's liability to us.

g. If the buyer claims that a part is faulty and should be replaced under guarantee he must return the said alleged defective part to us at his cost and we will then forward the same to the manufacturer and, upon receiving confirmation from the manufacturer that the defect was caused in manufacture, we will forward to the buyer, free of charge, a replacement part, or refund to the buyer the cost to us of the said replacement part upon production of evidence that the same has been purchased by the buyer, alternatively

h. Where the buyer requests us to visit the site to inspect the equipment and/or its installation, the buyer must firstly make payment to us of a sum to be advised by us which sum will be refundable to the buyer if a fault falling within the terms of the above mentioned guarantees is discovered. In the event of no fault being discovered the said sum will be retained by us in respect of partial or whole payment of our charges for the visit. 'Supply only' customers to pay all labour and transport costs for a site visit in any event.

Our liability hereunder will cease if:

i. The buyer has not paid in full, or

ii. Our representatives are denied full and free right of access to the equipment, or

iii. The installation of the industrial heater or any part thereof has not been carried out in a proper and workmanlike manner to a standard reasonably required by us and/or the manufacturers OR by a Gas Safe Registered Industrial Heating Engineer OR in accordance with our instructions and the local bye-laws, or

iv. The heater installation or any part thereof has been operated by the buyer or his agent before it is handed over or deemed to be handed over to the buyer, or

v. Any defect in equipment supplied or installed by us has arisen as a result of incorrect handling or use of such equipment or use of incorrect fuel, or

vi. The buyer has not properly operated, serviced and maintained the equipment in accordance with instructions, pamphlets or directions given or issued by us from time to time, or

vii. The buyer has permitted persons other than those employed by us or those approved or authorized by us to effect any replacement parts, maintenance, adjustments or repairs to the equipment, or

viii. The buyer has used any spare parts or replacements not manufactured by or on behalf of us and supplied by us or has failed to follow any instructions issued by us for the use of the same, or

ix. The buyer has moved the equipment from its original location, or

x. The equipment has not been protected from flooding or extreme moisture, or

xi. The buyer has not notified us in writing promptly of any defect that appeared and afforded us an opportunity of carrying out a full inspection of the equipment and enquiry of those operating it and made available for inspection all records of operational data performance and maintenance.

THIS CONDITION DOES NOT AFFECT THE STATUTORY RIGHTS OF ANY PERSON DEALING DIRECT WITH US AS A CONSUMER REPRESENTATIONS'

Unless otherwise stated, no representation is given as to the specification, capacity, endurance, performance or otherwise of any goods or equipment sold, nor is any assurance given as to the reliability of any data included in any catalogue or other document, none of which accordingly form part of the Agreement and none of which we will be liable for.

APPLICABLE LAW

Unless otherwise agreed these Conditions and the Agreement will be subject to and governed and construed by and in accordance with English law.