

## STANDARD CONDITIONS OF SALE

In these Conditions, "the Company" means; Unitherm UK Ltd t/a Unitherm Heating Systems.

"The Buyer" means the person or persons seeking a quotation, or entering into, or offering to enter into any contract for the purchase of goods or services from the Company.

- 1) a) All quotations are subject to confirmation in writing by the Company on receipt of the order from the Buyer.  
b) All sales by the Company will be subject to these conditions and all terms and conditions appearing in the Buyer's orders which are in consistent there with shall have no effect. Any variation of the terms and conditions of the contract as contained in these conditions and the order acknowledgement will become binding only if confirmed in writing by the Company and the Buyer.  
c) No representation howsoever made by the Company shall form part of any contract between the Company and the Buyer or be regarded as being a ground upon which the Buyer relied in entering into any contract unless such representation is made and given in writing by the Company.  
d) If any legislation is compulsory applicable to any business transacted or undertaken by the Company, these conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities, duties or liabilities under such legislation, and if any part of these conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.
- 2) The Company will use its best endeavours to deliver all goods at the date and within the time specified in the contract, but the company shall not be liable for any expense, loss or damage whatsoever suffered by the Buyer as a result of the Company for whatever reason not delivering at the date or within the time so specified.
- 3) Should the availability of any of the goods at any of the Company's works or the delivery thereof, whether by the Company or an independent Carrier be prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes or lock-outs, industrial dispute, shortage of raw materials or fuel notwithstanding that the Company has taken all reasonable steps to procure the same, break-down or partial failure of plant or machinery, act, orders or regulations of any Government, delay on the part of any independent sub-contractor or supplier or any other cause whatsoever beyond the reasonable control of the Company, then the time for delivery of the goods shall be extended for a reasonable period having regard to the effect of the delaying cause on the availability or delivery of the goods. If still prevented or hindered at the end of that period, the Company may cancel any deliveries not made without any liability on the part of the Company arising out of such non delivery or cancellation.
- 4) a) If the Buyer alleges that the goods, or any part thereof, are not in accordance with the contract, the Buyer shall give notice to the Company and the carrier:
  - (i) In case of alleged damage to shortage of or defect in the goods, or any part thereof, within three days of delivery.
  - (ii) In case of alleged non delivery within seven days of dispatch and afford the Company and its agents facilities to inspect the goods and investigate the complaint before the goods are used, processed, sold or otherwise dealt with.  
b) Containers and packages containing goods alleged to be damaged shall be retained by the Buyer for inspection by the Company.  
c) Subject to strict compliance with paragraphs (a) and (b) of this condition and not otherwise, the Company shall replace defective or damaged goods or supply goods in the case of a shortage or non delivery (subject to condition 3 hereof) within a reasonable time.  
d) Goods shall not be returned to the Company for credit without the Company's written authorisation.
- 5) The Company shall not be liable for loss of profit, damage to plant, or for any expenditure incurred on goods supplied or any consequential or special loss or damage sustained by the Buyer by reason of any breach of the contract by the Company.
- 6) Any condition, warranty or statement as to the quality of the goods or their fitness for any purpose whether express or implied by statute, custom of the trade or otherwise is hereby excluded unless given expressly in writing by the Company.
- 7) a) Payment shall be made at the time specified. The amount of the price to be paid is that specified on the face of the contract or calculated in accordance with the formula there specified. That amount shall not be subject to any discount or deduction except as agreed in writing by the Company. Interest shall be charged on all overdue payments at the rate of 20% per annum capitalised annually.  
b) Where the Company's quotations are based on prices quoted in currencies other than £Sterling, they may be subject to revision if the rate of exchange ruling on the date of delivery is different from that on date of quotation.
- 8) Each part delivery or instalment of the goods shall be deemed to be sold under a separate contract and no default by the Company in respect of any part delivery or instalment shall entitle the Buyer to treat the contract as repudiated in regard to any balance or instalment remaining deliverable.

- 9) The Company shall be entitled without prejudice to its other rights and remedies either to terminate wholly or partly every contract between itself the Buyer or to suspend any further deliveries under any or every contract if:
- a) any debt is overdue and unpaid by the Buyer to the Company or
  - b) the Buyer has failed to provide any letter or credit, bill of exchange or any other security required by the contract.
  - c) the Buyer has rejected, returned or failed to take delivery of any goods tendered by the Company otherwise than in accordance with the Buyer's contractual rights:
  - d) the Buyer being a body corporate becomes insolvent, or passes a resolution or suffers an order of the Court to be made for its winding up, or has a receiver appointed (or carry out or undergo any analogous act or proceeding under foreign law), being an individual or partnership becomes insolvent or suspends payment in whole or in part or proposes or enters into any composition or arrangement with his/her creditors or has a receiving order in bankruptcy made against him/her, or carries or has undergone any analogous act or proceeding under foreign law.
- The Company shall be entitled to exercise its aforesaid right of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied.
- 10) The Buyer shall not be entitled to withhold payment of any amount payable under the contract to the Company because of any disputed claim of the Buyer nor shall the Buyer be entitled to set off against any amount payable under the contract to the Company any monies which are not immediately payable by the Company or for which the Company disputes liability.
- 11) a) The property in the goods shall not pass to the Buyer until the price of the goods shall have been wholly paid and until all other sums whatsoever which are due from the Buyer to the Company whether under this contract or howsoever otherwise shall have been paid in full without any reduction or deferment on account of any dispute or cross claim whatsoever.
- b) Pending the payment of all sums aforesaid and the passing of property in the said goods:
- (i) a fiduciary relationship shall exist between the Buyer and the Company and the Buyer shall hold the said goods as trustee for and on behalf of the Company and shall return the same to the Company on demand.
  - (ii) the Buyer hereby licenses the Company and its agents to enter onto any premises on which the goods or any of them may be situate for the purpose of inspecting and taking an inventory of the said goods and/or repossessing the said goods.
  - (iii) if the Buyer (being an individual) commits an act of bankruptcy or (being a company) has a receiver appointed to all or part of its assets or a petition presented or a resolution passed for the winding up of the Buyer the right of the Buyer to retain possession of the goods shall automatically cease and the goods shall be returned to the Company immediately.
  - (iv) the Buyer shall store the goods separately from goods belonging to the Buyer or third parties so as to be clearly identifiable as being the goods of the Company.
  - (v) the Buyer shall be entitled to sell the goods to third parties (other than to a subsidiary or holding company of the Buyer) in the normal course of the Buyer's business (but not otherwise) but the proceeds of any such sale shall be held by the Buyer on trust for the Company (to be lodged in a separate account by the Buyer) and the Buyer is hereby deemed to have assigned to the Company absolutely the benefit of any claim (including the right to trace the said goods or the proceeds thereof) which the Buyer has against any such third party arising from such sale.
  - (vi) If the Buyer mixes or incorporates the goods with any other goods then if the goods used in such mixture or incorporation are capable of being identified the Company shall be entitled to dismantle or separate its goods from any other goods comprised in such mixture or incorporation notwithstanding that such dismantling or separation may cause damage to or destruction of those other goods. Where the Company's goods mixed or incorporated as aforesaid are no longer capable of being identified the ownership of the product of such mixing incorporation shall be and remain in the Company subject to a charge in favour of the Buyer in respect of the value of the other goods comprised in the product of such mixing or incorporation:
  - (vii) where goods are worked or cut without the addition of any other goods the property in such goods shall remain in the Company
- c) The risk of damage to the goods shall pass to the Buyer on delivery.
- 12) All contracts entered into between the Company and the Buyer shall be construed in accordance with the laws of the United Kingdom.
- 13) Each and every clause sub-clause and provision of this agreement shall be separate and severable and enforceable accordingly and the invalidity of any clause or provision as aforesaid shall not affect the enforceability or validity of any other provision in this agreement.