

## TERMS & CONDITIONS

### DEFINITIONS

In these terms and conditions of sale 'the Company' shall mean RADTEC COOLING LIMITED, 'the Buyer' shall mean the company, business or individual who places an order or with whom a contract is made, and 'the Goods' shall mean all or any part of the goods, materials or products supplied by the Company to the Buyer under the Contract

### S1 GENERAL

- 1.1 These terms and conditions of sale comprise the basis on which the Company offers the Goods for sale and on any resale the Contract will prevail over and supersede any other terms and conditions of the Buyer
- 1.2 No variation of these terms and conditions shall be effected unless expressly accepted in writing by an authorised officer of the Company

### S2 PRICE

- 2.1 All prices are quoted net of VAT and do not include carriage/delivery unless otherwise stated
- 2.2 The price of Goods shall be that ruling on the date of delivery
- 2.3 The Company shall be entitled to increase the price or amend discounts offered at any time prior to delivery in the event of any increase in the cost of materials, labour or production and provide notice of such to the Buyer

### S3 PAYMENT

- 3.1 Payment for goods is due on collection/delivery unless credit facilities have been granted
- 3.2 MONTHLY/WEEKLY ACCOUNT PAYMENT
  - 3.2i Monthly account customers shall pay the full amount of each invoice in respect of the Goods by the end of the month following the date of the invoice
  - 3.2ii Weekly account customers shall pay the full amount of each invoice in respect of the Goods by the end of the week following the date of the invoice
  - 3.2iii Time of payment shall be of the essence and the Buyer has no right to set-off, statutory or otherwise
  - 3.2iv Statutory interest will be due on all overdue amounts at the current prevailing rates
  - 3.2v The Company reserves the right to withhold further goods' supply until accounts are paid to the relevant date
  - 3.2vi The Company (at its discretion) may at any time require the Buyer to pay cash or provide security for payment, and withdraw credit terms if the account is not serviced satisfactorily
- 3.3 RETAIL/ONLINE CUSTOMERS PAYMENT
  - 3.3i The Buyer shall pay the full amount of each invoice for goods prior to dispatch or at the point of collection

### S4 DELIVERY

- 4.1 DELIVERY: NON-ONLINE CUSTOMERS
  - 4.1i Delivery shall be deemed to occur when the Goods are delivered to or collected by an independent Carrier or the Buyer, whichever occurs first.
  - 4.1ii Time of delivery is not of the essence and the Company shall not be liable for any loss or damage whatsoever suffered by the Buyer as a result of any delay in delivery or failure to deliver, including delays resulting from adverse weather conditions
  - 4.1iii The Company reserves the right to make delivery in more than one instalment, each of which shall constitute a separate Contract and the Buyer shall not be entitled to refuse to accept delivery of any individual instalment or treat the Contract as repudiated
- 4.2 DELIVERY: ONLINE CUSTOMERS
  - 4.2i Delivery will take place before 6.00 pm the following working day (nb, weekend days and bank holidays are not working days for the purposes of delivery)
  - 4.2ii Time of delivery is not of the essence and the Company shall not be liable for any loss or damage whatsoever suffered by the Buyer as a result of any delay in delivery or failure to deliver, including delays resulting from adverse weather conditions
  - 4.2iii The Company will not deliver to alternative addresses other than that specified on the order. Couriers are not permitted to leave goods without a signature for receipt; in the event the courier is unable to obtain signature a contact card for the courier's local office will be left with details to enable arranging collection of the Goods
- 4.3 LOSS OR DAMAGE IN TRANSIT: ONLINE CUSTOMERS
  - 4.3i Where Goods are lost in transit otherwise than through an act or omission of the Buyer, the Company will only replace lost items or repair/replace damaged items so long as:
    - 4.3i Shortages are notified to the Company immediately
    - 4.3ii The Buyer inspects the Goods immediately upon receipt, and where there is any concern of even slight damage, goods must be signed for as 'damaged' and the Company notified immediately
    - 4.3iii Failing to comply with the stipulations of s4.3i & s4.3ii, the Goods shall be deemed to have been delivered in accordance with the Contract in satisfactory condition

### S5 RISK AND TITLE

- 5.1 Risk for the Goods shall pass to the Buyer upon delivery
- 5.2 Notwithstanding the passing of risk, title to the Goods remains with the Company until the Buyer has paid all sums due in respect thereof and of any other sums due for goods or other services supplied such as carriage
- 5.3 Until Title of the Goods passes:
  - 5.3i The Buyer holds the Goods as fiduciary agent and bailee for the Company
  - 5.3ii The Buyer shall store the Goods separately in a manner that they are clearly identifiable as belonging to the Company
  - 5.3iii The Buyer is licensed by the Company to sell the Goods in the ordinary course of business provided that any proceeds of sale are held in trust for the Company
  - 5.3iv The Buyer's power of sale may be revoked at any time by the Company and shall automatically cease if the Buyer becomes insolvent or enters into receivership, administration or winding up
  - 5.3v Under the circumstances outlined in 5.3iv, the Buyer shall on demand deliver the goods up to Company which is hereby irrevocably authorised

## **6 WARRANTY**

- 6.1 The Company warrants that it has title in and right of sale over the Goods
- 6.2 No representation or warranty is given as to the suitability or fitness of the Goods for any purpose even though the purpose may be known
- 6.3 The Company will on request assign to the Buyer the benefit of any warranty it has in respect of goods manufactured by a third party and supplied by the Company
- 6.4 The Company will not supply advance free of charge replacement Goods until the faulty product is inspected. A chargeable replacement product may be purchased, but once returned for inspection, if not found to be faulty, no credit will be raised for returned Goods or refund made, and the Company reserves the right to inspect the faulty product before replacement goods are issued
- 6.5 Goods' warranty is not transferable to a third party under any circumstances, and the Company reserves the right to ask for identification if a fraudulent warranty claim is suspected
- 6.6 The Company's Standard warranty period is : 12 Months from date of sale.

## **S7 LIABILITY**

- 7.1 The Company shall not be liable for any failure to deliver or perform the Contract resulting from force majeure or any other matter or event outside the Company's control
- 7.2 In the event of any defect of manufacture, materials or workmanship in the Goods (during the guarantee period from delivery) the Company undertakes to either repair the Goods at its own expense or at its option to replace them providing that the Buyer:
  - 7.2i notifies the Company in writing of the defect within seven days of its discovery
  - 7.2ii returns the defective item to the Company at their own expense
- 7.3 The Company shall not be liable for any loss or damage to or resulting from the supply or use of the Goods whether arising from breach of duty in contract or tort (including negligence by the Company, its servants or agents) and in no circumstances shall the Company be liable for any indirect or consequential loss or damage
- 7.4 The total liability of the Company for all or any claims arising shall not exceed the price of the Goods

## **S8 INDEMNITY**

The Buyer shall indemnify the Company in respect of any claim made by any third party in connection with the Goods or any use to which the Goods may be put to by the Buyer

## **S9 HEALTH AND SAFETY**

The Company will provide the Buyer with any product and technical information available on the safe use, storage handling and distribution of the Goods. The Buyer is responsible for complying with all statutes, regulations and codes of practice applicable

## **S10 TERMINATION**

- 10.1 If the Buyer:
  - i) Commits a material breach of the Contract, or
  - ii) Commits any act of bankruptcy or enters into receivership, administration or winding up procedures, then in any such event the Company has the right to cancel or suspend further deliveries and treat the contract as determined, but without prejudice to the Company's rights to monies due and Damages for loss suffered in consequence of such determination.

## **S11 ASSIGNMENT**

- 11.1 Neither the Company nor the Buyer is permitted to transfer the Contract or benefits thereof without the written prior consent of the other party

## **S12 PROPER LAW**

The Contract shall be governed by and construed in accordance with English law and any disputes arising shall be subject to the exclusive Jurisdiction of the English judicial system

## **S13 SURCHARGES**

- 13.1 All surcharged items are to be returned within 10 working days for full credit
- 13.2 Items returned between 11-20 days will incur a 50% handling charge
- 13.3 Any return over 21 days will be accepted at the Company's discretion and the handling charge imposed will be decided by the Company

## **14 RETURNS/HANDLING CHARGES**

- 14.1 All items returned must be in original packaging and free from **ANY** damage, and the cost of returning goods covered by the Buyer
- 14.2 Handling charges will be applied as follows: 20% will be charged for correctly supplied goods returned within 0-13 days from supply, 50% will be charged for correctly supplied goods returned after 14 days from supply Goods will not be accepted for credit after 30 days
- 14.3 Special order items correctly supplied are non-refundable
- 14.4 The original purchase invoice must be produced for all returns
- 14.5 And refunds will be net of delivery charges incurred by the Company

## **S14 OTHER**

- 15.1 Any item left for any reason at the Company's works will be disposed of if not collected within 30 days
- 15.2 The Company accepts no responsibility for any verbal or written report that may be given regarding any part that requires flow or pressure testing
- 15.3 The Company's technical advice is offered in good faith but without warranty
- 15.4 All repaired items carry no warranty unless otherwise stated on the Invoice