

## SOLOHEAT LTD - TERMS AND CONDITIONS OF BUSINESS

### 1. Interpretation

#### 1.1. In these Conditions:

'Buyer' means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller

'Goods' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions 'Seller' means Soloheat Ltd whose head office is at Lighthill Trading Estate, Bath Road, Stroud Gloucestershire, GL5 3JW, United Kingdom.

'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes and special terms and conditions agreed in writing between the Buyer and the Seller

'Contract' means the contract for the purchase and sale of the Goods

'Writing' includes telex, cable, facsimile transmission, electronic mail and comparable means of communication

#### 1.2 The headings in these conditions are for convenience only and shall not affect their interpretation

#### 1.3 Any Reference in these Conditions to any provision of a Statute shall be construed to that provision as amended, re-enacted or extended at the relevant time.

### 2. Basis of the sale/prices/orders/specifications

#### 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract and no variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller

#### 2.2 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by post, fax or e-mail by the Seller's authorised representative

#### 2.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including tooling costs and the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

#### 2.4 Except as otherwise expressly stated under the terms of any quotation or in any price list of the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

### 3. Terms of payment

#### 3.1. The Buyer shall pay the price of the Goods within 30 days of the date of the Seller's invoice (or such other date as may be agreed by the Seller in Writing, in which case clause 3.3 shall apply), and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request

#### 3.2. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 3.5 per cent per annum above Lloyds Bank PLC base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

#### 3.3. If in its absolute discretion the Seller agrees to provide any credit facility to the Buyer the Seller shall at all times have the right to terminate such facility and forthwith upon notice from the Seller to the Buyer of such termination all sums outstanding to the Seller shall be payable by the Buyer. The Seller shall be under no obligation to give reasons for such termination.

### 4. Delivery

#### 4.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

#### 4.2 If the Seller fails to deliver the Goods (or any installment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

#### 4.3 If the Buyer fails to take delivery of the Goods then, without prejudice to any other right or remedy available to the Seller, the Seller may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract

### 5. Risk and Property

#### 5.1. Risk of damage to or loss of the Goods shall pass to the Buyer:

##### 5.1.1. in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

##### 5.1.2. in the case of the Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

#### 5.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Buyer to the Seller for which payment is then due. Until such time as property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee but the Buyer shall be entitled in good faith to resell or use the goods in the ordinary course of its business.

#### 5.3. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

### 6. Warranties and liability

#### 6.1. Subject to the conditions set out below the Seller gives the warranty applicable to the Goods (and each of them) specified in the published specifications for the Goods current at the date of the Contract (and the Seller shall produce such specifications to the Buyer upon request by the Buyer made at any time prior to the Contract).

#### 6.2. It is the responsibility of the Buyer and not the Seller to ensure that the Buyer is aware of the relevant warranty terms and period, and the Buyer shall be bound by such terms and period whether or not the Buyer has actual knowledge thereof;

#### 6.3. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 15 days from and including the date of delivery or (where the defect was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure if delivery is not refused then forthwith upon making such notification the Goods (or a representative sample thereof) shall be returned to the Seller's principal office for inspection and examination by the Seller. If delivery is not refused, and the Buyer does not notify the Seller accordingly and return the Goods or provide such said sample then the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. Where any valid claim is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or proportionate part of the price), but the Seller shall have no further liability to the Buyer.

#### 6.4. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as provided in these conditions.

#### 6.5. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any act of God, explosion flood tempest fire or accident war or threat of war sabotage insurrection civil disturbance or requisition Acts restrictions bye-laws prohibitions or measures of any kind on the part of any governmental parliamentary or local authority import or export regulations or embargoes or Strikes lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party) difficulties in obtaining raw materials labour fuel parts or machinery power failure or breakdown in machinery.

### 7. Generally

#### 7.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

#### 7.2 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

# Soloheat Ltd. Credit Account Application Form

## Company details:

Company Name		Main Phone Switchboard	
VAT Registration Nr		Fax Nr	
Co. Registration Nr		Web site	
Main Sales Contact		Sales Phone Nr & Email	
Main Accounts Contact		Accounts Phone Nr & Email	
Accounting / Invoice Address		Delivery Address (if different)	
Anticipated Monthly Credit Required	£	Turnover last FY	£

## Bank details:

Name of Bankers in UK	
Bank Address	
Bank Telephone Number	
Account Number	
Sort Code	

## Trade References: Full name, address and contact details of two trade references:

Company Name 1		Company Name 2	
Address		Address	
Contact		Contact	
E-mail		E-mail	
Telephone		Telephone	
Fax		Fax	

**DECLARATION:** I hereby submit the above information for the sole purpose of opening a Credit Account with Soloheat Ltd. I acknowledge that all orders are accepted by Soloheat Ltd in accordance with their [terms and conditions](#) and agree that my company shall be bound by them in all transactions. Goods shall remain the property of Soloheat Ltd until paid for in full.

**PLEASE DON'T FORGET TO SIGN THE APPLICATION BEFORE RETURNING IT TO SOLOHEAT**

Print Name		<b>For Soloheat Use Account Number Terms:</b>	Account Manager
Signed			
Position			

RETURN BY E-MAIL: [sales@soloheat.co.uk](mailto:sales@soloheat.co.uk) FAX: +44 (0) 1453 700120