

Terms & Conditions

Ideal Stelrad Group, conditions of sale (UK sales)

1 Definitions

- 1.1 In these Conditions the expressions "we" "us" and "our" shall mean Ideal Stelrad Group and "the Buyer" shall mean the person firm or company with whom we contract.

2 Variations and Conditions

- 2.1 These Conditions shall form part of every contract for the sale of goods by us and shall apply to the exclusion of any terms and conditions of the Buyer. No variation of these Conditions or the particulars in our acceptance shall be valid unless agreed by us in writing.
- 2.2 Acceptance of delivery of goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

3 Quotations and Orders

- 3.1 Our quotations are valid for 28 days unless withdrawn by us before that date and are only invitations to the Buyer to order from us.
- 3.2 All orders placed by the Buyer shall be placed by telephone, fax or post or where agreed in advance with us, by Electronic Data Interchange or internet or, where appropriate, through sales representatives.
- 3.3 A prospective order made by telephone must be confirmed in writing on the same day by the Buyer.
- 3.4 An order from a prospective buyer shall not constitute a contract between the parties unless and until the same has been accepted by us.

4 Prices and Discounts

- 4.1 Prices are subject to alteration without notice and are given as a guide only as all goods are sold at prices ruling on date of collection or despatch, whichever is appropriate.
- 4.2 Prices are exclusive of Value Added Tax or other sales tax which, where applicable, will be added to the Buyer's invoice and charged at the rate prevailing at the date of collection or delivery.
- 4.3 Discounts can be varied at any time by us.
- 4.4 All prices exclude costs of installation.

5 Packaging and Transport

- 5.1 Save as provided in clause 5.3, or otherwise stated in the contract or our price list, we can arrange for delivery carriage paid to the UK mainland to the address specified in the contract. Otherwise goods shall be delivered ex works.
- 5.2 We reserve the right to make additional charges if the Buyer requires a method of packaging or transport different from that normally employed by us in respect of the relevant products and the extra packaging and carriage charges incurred by us will be added to the Buyer's invoice.
- 5.3 The Buyer must pay transport costs for goods where the list price is less than £10 in aggregate.

6 Delivery and Delay

- 6.1 Any collection or delivery dates or times indicated by us shall be regarded as estimates only and although we shall make reasonable efforts to meet such dates or times, time shall not be of the essence and we shall not be liable for any consequence whatsoever of any delay.
- 6.2 If the contract provides for instalments, late delivery of one instalment shall not entitle the Buyer to reject any other instalment under the same or any other contract. If the Buyer fails to take delivery at the time required by the contract, we shall be entitled without prejudice to any other rights we may have either to treat the contract as at an end and to resell the goods or to invoice the goods in which event payment in full shall become due in accordance with the provisions of clause 7. In either case we shall be entitled to charge the Buyer at rates giving an economic return for the handling and storage of the goods from the date of the invoice to the date of eventual delivery to the Buyer or of disposal elsewhere and the Buyer shall be liable to pay any premiums in respect of the insurance of such goods from the date on which the Buyer is notified that the goods are ready for delivery.
- 6.3 In the event of the Buyer postponing delivery or requesting that we suspend the manufacture of the goods or failing to give us sufficient information to enable us to process any order the Buyer shall pay any additional costs and expenses thereby incurred by us.
- 6.4 In any case where we accept an order for goods to be manufactured to the Buyer's specifications and in order to fulfil such order we are obliged to purchase special materials and/or set up special production machinery, we reserve the right to deliver an excess or shortfall of up to 10% of the quantity of goods ordered and in the case of a shortfall we shall be under no obligation to supply further quantities of the goods but the contract price shall be reduced pro rata.

7 Payment

- 7.1 All invoices will normally be issued immediately after the goods are collected ready for collection or despatch.
- 7.2 Unless advised otherwise, all invoices shall be due for payment on or before the last day of the month following the date of invoice.
- 7.3 The Buyer shall pay interest on all overdue amounts at the rate of 2% above Bank of England base rate or equivalent (if no such rate is published) until the date of payment.
- 7.4 Notwithstanding the above, if the Buyer shall default in the payment of any invoice then the invoice value of any goods at the time collected or delivered and all invoices at the time issued in respect of any contract between us and the Buyer shall become immediately due and payable.
- 7.5 Unless otherwise agreed in writing by us the Buyer shall not be entitled to set off against any monies due to us under the contract any sums claimed by or due to the Buyer from us under the contract or any other contract between us and the Buyer.

8 Extras

- 8.1 Extra charges may be made for any additions, alterations, inspections or tests ordered by the Buyer and not specified in the quotation or order acknowledgement.

9 Description

- 9.1 The information, descriptions, illustrations, specifications and drawings contained in our catalogues, quotations, price lists and advertising material or otherwise are approximate only and are intended to present a general idea of the goods described therein (including weight and dimensions) but none of these shall form part of the contract and we reserve the right to vary such information without notice. Exact dimensions can be provided on application.

10 Risk

- 10.1 Risk shall pass on delivery or, if the Buyer requests and we agree that delivery be postponed, when the goods are in a deliverable state or, in the case of collection by the Buyer or its agent, upon such collection. Where we deliver the goods, the Buyer shall be responsible for unloading the goods at the point of delivery.

11 Ownership

- 11.1 Notwithstanding any passing of risk to the Buyer we retain ownership of the goods the subject matter of this contract, the property in which shall not pass to the Buyer and the Buyer shall keep any goods collected by or delivered to it as bailee for and on our behalf until we have received full payment of the price of all goods (whether or not the goods are delivered in instalments and the same have been paid for by the Buyer) and all other sums due at any time whatsoever from the Buyer to us.
- 11.2 Until ownership of the goods has been passed to the Buyer, the Buyer:
- shall insure the goods against any loss or damage with an insurance office of repute;
 - shall store the goods separately or in some other way ensure that they are readily identifiable as our property;
 - irrevocably authorises our representatives at any time and from time to time (whether or not payment is due) to repossess the goods and for such purposes to enter any premises occupied by the Buyer or where the goods are or are thought to be and to sever the goods from anything to which they are attached without being responsible for any damage caused; and (iv) shall keep the delivered goods free from any charge, lien or other encumbrance.
- 11.3 If while under our ownership the goods or any of them are processed or incorporated into other goods ("the New Goods") then, provided the goods remain a readily identifiable and removable part of the New Goods, the provisions of clauses 11.1 and 11.2 shall apply.
- 11.4 We (acting on our own account not as agent for the Buyer) may sell or agree to sell any of the goods or the New Goods in our possession on such terms as we may in our sole discretion consider appropriate.
- 11.5 We shall be entitled to a general lien over all goods and materials of the Buyer which are in our possession or control from time to time for any sums due at any time whatsoever from the Buyer to us.
- 11.6 Nothing in this clause 11 shall affect any other of our rights or remedies.
- 11.7 The provisions of this clause 11 shall survive termination of the contract for any reason.

12 Examination and Claims

- 12.1 Immediately on collection or delivery, whichever is appropriate, the Buyer shall examine the goods.

- 12.2 The Buyer shall notify us of any claims it may have in respect of any damage in transit for which we or our agents are responsible or shortages or any other non conformity with the contract apparent on a reasonable inspection of the goods within 48 hours of collection or delivery of relevant goods.
- 12.3 Subject to the above notification, in any case where it is established to our satisfaction that there is a shortfall or that the goods have been damaged in transit or that the goods are non conforming we will at our option and cost repair or replace the same.
- 12.4 Our liability shall in no circumstances exceed the invoiced value of the lost, damaged or non conforming goods.
- 12.5 The goods subject to a claim shall be stored by the Buyer free of charge for inspection. They shall not be returned to or accepted by us without our prior written consent. Save as provided in this clause 12 we shall not be liable for any loss in transit.
- 13 Warranty and Liability**
1. Boilers: Subject to the provisions of clause B2, we hereby guarantee all components of our own manufacture which are or have become faulty by reason of defective materials or negligent workmanship for a period either of 12 calendar months from date of installation or 18 calendar months from date of despatch from our works whichever is the shorter. No liability is accepted for installation charges that may be incurred.
2. General
- (a) All components not of our own manufacture which are or have become faulty by reason of defective materials or negligent workmanship are guaranteed to the extent only of our supplier's guarantee (if any) and without further responsibility on our part. We will provide details of such guarantee on request and assign it to you.
- (b) Goods subject to claim shall not be returned to or be accepted by us without our written consent.
- (c) The above warranties shall not be available to the Buyer:
- (i) if the part has been rendered faulty by alteration treatment or processing by either the Buyer or installer or ultimate consumer other than in ordinary course of installation or in the ordinary use, and/or
- (ii) if we do not receive notification of the fault within 14 days of its occurrence.
- B General (relating to all goods and services)
1. Nothing in these conditions shall exclude or restrict our liability for death or personal injury resulting from our negligence.
2. Save as specifically provided in these Conditions we do not accept any liability, whether in tort (including, without limitation, negligence) or contract, whatsoever or howsoever arising. Without limitation to the foregoing we shall not be liable for any consequential, direct, indirect or special loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or that of our employees, agents or otherwise) which arise out of or in connection with the supply of goods or their use or resale by the Buyer or services.
3. Subject to the provision of clause A1, where the sale is to a Buyer "dealing as a consumer" as defined by Section 12(1) of the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994, the Buyer shall be entitled to the benefit of the implied conditions set out in Sections 12, 13 and 14 of the Sale of Goods Act 1979 (as amended) but all other statutory or other conditions, warranties and descriptions express or implied as to the state, quality or fitness of the goods for any purpose are hereby expressly excluded. THE STATUTORY RIGHTS OF THE CONSUMER ARE NOT AFFECTED.
4. Whether stated to be a Buyer "dealing as a consumer" as aforesaid or not, no warranty, condition, description or representation is to be taken as having been given or implied from anything said or written in the negotiations between the parties or their representatives prior to the making of the contract, including, without limitation to the generality of the foregoing any advice as to the installation, use or performance of goods unless specifically agreed in writing to be incorporated into the contract.
- 14 Delivery Suspension**
- 14.1 We have the option (without prejudice to any of our rights against the Buyer) by notice in writing to the Buyer to terminate any contract between ourselves and the Buyer or to suspend delivery in the event of any of the following:
- i) should any sum owing by the Buyer to us be overdue whether under the same or any other contract;
- ii) should the Buyer be in breach of any term of the same or any other contract with ourselves; or
- iii) should the Buyer enter into any composition or arrangement with or for the benefit of its creditors or have a receiving order in bankruptcy made against

him or (if a body corporate) should go into liquidation either voluntary or compulsory or under supervision or have a receiver appointed over all or any part of its assets.

15 Samples

- 15.1 All sample goods requested by the Buyer will be charged for at the prevailing price unless returned to us carriage paid within one month of receipt.

16 Intellectual Property Rights

- 16.1 The Buyer warrants that any design or instruction furnished or given by it will not be such as to cause us in performing the contract to infringe any patent, registered design, trademark, trade name, copyright or other intellectual property right and the Buyer shall indemnify us against all actions, claims, proceedings, demands, damages, costs and expenses whatsoever made against or incurred by us in respect thereof.
- 16.2 In the event of any claim being made or action being brought against the Buyer with respect to the use or sale of the goods and arising from or incurred by reason of any infringement or alleged infringement of any patent, registered design, trademark, trade name, copyright or other intellectual property right the Buyer shall promptly notify us thereof and we may at our expense conduct all negotiations or litigation that may arise therefrom and the Buyer shall not make any admissions which might be prejudicial thereto. The Buyer shall, at our request afford all available assistance for any such purpose and shall be repaid its reasonable expenses in so doing. Provided always that this condition shall not apply to any infringement which is due to us having followed a design or instruction furnished by the Buyer or to the use of the goods in a manner or for a purpose not reasonably to be inferred by us or disclosed to us prior to the making of the contract.
- 16.3 We are the proprietor of patents, registered designs, trademarks and trade names, copyright or other industrial or intellectual property rights relating to the goods and we reserve all such rights to ourselves and no authorisation or licence is granted to the Buyer to use the goods or any drawings or specifications relating to the same provided to the Buyer by us otherwise than for the purpose provided.

17 Returns and Cancellation

- 17.1 We shall not accept any returns from the Buyer except with our prior written consent. Where such consent is given, a minimum handling charge of 25% of the invoiced value will be made.
- 17.2 No contract shall be cancelled by the Buyer except with our consent.
- 17.3 In the event of our agreeing to cancel all or any part of the contract, a minimum handling charge of 25% of the contract price will become payable by the Buyer to us which shall be made without prejudice to any of our other rights against the Buyer in respect of such purported cancellation.
- 17.4 In the event we agree to provide goods to the Buyer's special requirements, where we agree to cancellation of contract which include any such goods, the Buyer shall be liable for all costs incurred by us up to the time of cancellation.

18 Force Majeure

- 18.1 Under no circumstances shall we be liable for any failure to carry out our obligations under the contract if such failure arises wholly or partly as a result of an act of God, war, fire, storm, flood, strike, lock out or any other cause beyond our reasonable control.

19 Waiver

- 19.1 Our rights shall not be affected or restricted by any indulgence or forbearance to the Buyer. No waiver by us of any breach shall operate as a waiver of any later breach.

20 Non Assignment

- 20.1 The Buyer may not assign, transfer or sub contract any benefit or burden it has under these Conditions to any other party without our prior written consent. We are entitled to exercise our rights and obligations under these Conditions through any subsidiary or holding company or any subsidiary of a holding company.

21 Severability

- 21.1 If any part of these Conditions is held by any court or other competent authority to be void or unenforceable the validity of the rest of these Conditions shall not be affected and they shall remain in full force and effect.

22 Law and Jurisdiction

- 22.1 These Conditions shall be governed and construed in accordance with English law and enforceable in the English courts.