



## WORLD HEAT CYLINDERS

World Heat Cylinders

Tudor House, Tudor Industrial Estate, Ashton Street, Dukinfield, SK16 4RN

Tel: 0161 343 8610

Email: sales@whcylinders.co.uk

### **TERMS & CONDITIONS OF SALE & GUARANTEE**

**IMPORTANT:** For commercial vessels (over 500 litre capacity) these terms and conditions shall be read in conjunction with Annex 1 (Additional Terms & Conditions for Commercial Vessels). In the event of conflict for commercial vessels over 500 litres, Annex 1 shall apply to the extent of the conflict.

#### **1. BASIS OF CONTRACT, ORDERING, ACCEPTANCE AND CONTRACT FORMATION**

1.1 World Heat Ltd ("We" or "World Heat") only do business upon the Conditions which appear below and no other. Unless we so agree in writing these Conditions shall apply in full to any supply of goods by us to the exclusion of any Conditions or terms sought to be imposed by any purchaser. These Conditions of Sale and Warranty Terms override those which are contained on the Invoice Forms and all Sales are now subject to these Conditions of Sale and Warranty terms only.

1.2 Any quotation issued by us is an invitation to treat only and does not constitute an offer capable of acceptance. A quotation is valid for 30 days unless otherwise stated in writing.

1.3 The purchaser's order (including any call-off) constitutes an offer to purchase goods from us.

1.4 A binding contract shall only be formed when we either (a) issue a written order acknowledgement/acceptance, or (b) dispatch the goods, whichever occurs first.

1.5 These Conditions constitute the entire agreement between the parties and supersede all prior discussions, negotiations, correspondence, representations or understandings. The purchaser acknowledges that it has not relied upon any statement, promise or representation not expressly set out in these Conditions, except in the case of fraudulent misrepresentation.

1.6 No variation of these Conditions shall be binding unless agreed in writing and signed by a Director of World Heat. No representative or agent of ours has any authority to vary or add to these Conditions except by our official confirmation in writing.

1.7 The order acknowledgement, these Conditions, and where applicable Annex 1, shall take priority over any terms contained in the purchaser's purchase order or other correspondence.

#### **2. PRICE**

2.1 Once an order or call off has been accepted the price will be held for three months but if delivery is extended beyond that period at the customer's request, then we reserve the right to amend the price when necessary. The company reviews its pricing annually to adjust for changes in our cost base.

2.2 We reserve the right to alter prices at any time for severe movements in raw materials (mainly copper and steel). If there is to be a change we will give customers at least four week's notice but anything delivered after that date will be at the revised price.

2.3 An order may not be cancelled or varied after acceptance without the written consent of the company. Such cancellation or variation shall be subject to such reasonable charges as may be appropriate.

2.4 THIS QUOTATION IS SUBJECT TO REVISION ACCORDING TO THE STATE OF THE NON-FERROUS METALS MARKET.

### **3. SPECIFICATION**

- 3.1 The goods are supplied in accordance with the Specifications (if any) submitted to the Purchaser and any additions and alterations shall be the subject of an extra charge.
- 3.2 Any goods not so specified shall be in accordance with our printed literature or the literature of any of our component suppliers (subject to any modifications made since publication).
- 3.3 If we adopt any changes in construction or design of the goods, or in the specification printed in our literature, the Purchaser shall accept the goods so changed in fulfilment of the order.
- 3.4 Please check that the above specification meets with your requirements, we shall be pleased to submit a revised tender upon your further instructions.
- 3.5 We have based our quotation on the information provided in your enquiry. If any additional information is referenced in your enquiry that has not been provided by yourselves please forward so we may fully comply with the requirements. If this information is provided after the order is placed you may be charged additional costs.
- 3.6 Dimensions quoted are for estimating purposes only. We will produce accurate dimensions against this quotation in the event of an order.

### **4. PAYMENT**

- 4.1 The buyer shall make payment in full within thirty days from the end of the month in which the invoice is dated.
- 4.2 If we receive payment in full on or before the due date we will allow an appropriate settlement discount except where we have quoted a special net price.
- 4.3 If payment is not received in full on or before the due date we shall be entitled in addition to the invoice price to:
- (i) payment of a sum equal to any increase in the copper price supplement applicable to the particular goods sold between the date of receipt of order and the date of receipt of payment in full; and
  - (ii) interest on any part of the invoice price unpaid after the due date at the rate of 3% per annum over the base rate for the time being of HSBC Bank plc.
- 4.4 The terms of this contract are divisible and each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately.
- 4.5 Any invoice for a delivery shall be payable in full and without deduction, set-off or counterclaim.
- 4.6 [NEW/UPDATED] Without prejudice to any other right or remedy, if any sum due is overdue we may suspend further deliveries and/or stop goods in transit until payment is made in full.

### **5. TIME**

- 5.1 We give estimates of delivery dates in good faith and time of delivery is not nor shall be made of the essence of any contract nor shall we be liable for any loss or damage occasioned by delay in delivery.
- 5.2 Delivery is subject to time given on quotation and from final approval of drawings (or sooner by arrangement).
- 5.3 The delivery period offered is based on current factory workload which is subject to change on a weekly basis. Please request a revised delivery forecast prior to order placement.
- 5.4 Our quoted delivery period (excluding holidays) commences from receipt of full working details and final approval of drawings.

### **6. DELIVERY**

- 6.1 We deliver free normally by our own vehicles within 25 miles of any of our manufacturing depots. Delivery to any place more than 25 miles from one of our manufacturing depots may be subject to our quoted delivery charges.
- 6.2 We reserve the right to make delivery of goods contained in one order by more than one consignment and at different times.
- 6.3 Where a period is agreed for delivery and such period is not extended by our Agreement, the Purchaser shall take delivery within that period.

6.4 If the Purchaser fails to take delivery, we shall be entitled at the Purchaser's risk and expense to store the goods at the Purchaser's premises or elsewhere and to demand payment as if they had been despatched.

6.5 Off loading at point of delivery shall be the responsibility of and be undertaken by the Purchaser.

6.6 [NEW/UPDATED] Unless otherwise agreed in writing, loading at our premises is our responsibility and unloading/offloading/positioning at site is the Purchaser's responsibility.

## **7. SHORTAGES OR DAMAGE**

7.1 Goods must be inspected before signature of delivery note and any damage, shortage or discrepancy noted on the delivery note and the goods returned on the same vehicle.

7.2 The buyer must also give us immediate written notice of the damage, shortage or discrepancy so that we may prompt investigation.

## **8. RETURN OF GOODS**

8.1 Goods may not be returned to the Company except by prior written permission of an authorised officer of the Company and such return shall be subject to payment by the Purchaser of handling and re-stocking charges, transport and all other costs incurred by the Company.

## **9. COMPANY LIABILITY AND GUARANTEE**

9.1 Subject to the terms of these Conditions of Sale and Guarantee Terms World Heats provide Guarantees in respect of specific products as set out in this clause.

9.2 Each Guarantee is strictly conditional upon the following:-

9.2.1 Complaints must be given to us immediately, before any action is taken, as responsibility cannot be accepted if repairs or renewals are attempted on site without our written approval.

9.2.2 The unit has been installed in accordance with our installation and service instructions and all relevant codes of practice and regulations in force at the time of installation.

9.2.3 Any products connected to primary circuits such as stainless and mild steel buffer vessels and low loss headers must be protected with industry recognised central heating inhibitor which is checked on an annual basis during routine maintenance and topped up when required to ensure continued corrosion prevention.

9.2.4 All necessary inlet controls and safety valves have been fitted correctly.

9.2.5 The unit has only been used for the storage of potable water supplied from the public mains. The water quality shall be in accordance with European Council Directive 98/83 EC, or revised version at the date of installation, and is not fed with water from a private supply. Particular:

Chloride content: Max. 200 mg/l

Sulphate content: Max. 200 mg/l

Combination chloride/sulphate: Max. 300 mg/l (in total)

9.2.6 Where appropriate the unit has been regularly maintained as detailed in the installation and service instructions.

9.2.7 Defects caused by corrosion, galvanic corrosion or scale deposits are not covered by any Guarantee.

9.2.8 Where we agree to rectify any defect we reserve the right to undertake the work on our own premises.

9.2.9 We will not accept any labour charges associated with replacing the unit or parts for any of the following products listed.

9.3 If the newly fitted water heater is not in regular use then it must be flushed through with fresh water for at least 15 minutes. Open at least one hot water tap once per week, during a period of at least 4 weeks.

9.3.1 Guarantees are provided in respect of specified goods supplied by World Heats as follows:-

(a) Domestic and Commercial Open Vented Cylinders and Tanks. The storage vessel is guaranteed for one year and if it proves to be defective either in materials or workmanship, we will either repair or supply replacement at our option with the closest substitute in the case of any obsolete product to any address in Great Britain.

(i) free of all charge during the first year after delivery by us.

(ii) thereafter at a charge of 100% of the then current list price and any copper price supplement and delivery charge during the second year after delivery by us and increasing by a further one-tenth on the second and subsequent anniversary of delivery by us.

(b) Primary Stores, primary buffer vessels, low loss header and all mild steel products, whether they are supplied standalone or integrated with another product of a different material. The product is guaranteed for two years and if it or any integral pipework as part of the storage vessel assembly proves to be defective either in materials or workmanship, we reserve the right to either repair or supply replacements or the closest possible substitute in the case of any obsolete product and will collect and deliver to any address in England, Wales and Scotland (excluding all Scottish Islands).

(i) free of all charge during the first year after delivery by us.

(ii) thereafter at a charge of one-fifth of the then current list price or any copper price supplement and delivery charge during the second year after delivery by us increasing by a further one-fifth on the second and subsequent anniversary of delivery by us.

(c) Stainless Unvented Cylinders World Heat guarantee the components including controls, valves and electrical parts for 12 months from the date of purchase.

IT SHOULD BE NOTED THAT THE FACTORY FITTED TEMPERATURE AND PRESSURE RELIEF VALVE MUST NOT BE REMOVED OR ALTERED IN ANY WAY OR THE GUARANTEE WILL NOT BE VALID. WORLD HEAT WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL LOSS OR DAMAGE HOWEVER IT IS CAUSED.

The guarantee for the stainless steel vessel under 500 litre capacity is for twenty five years and 500 litres and over 12 months from date of delivery against material defect or manufacturing faults if the original unit is returned to us AND PROVIDED THAT:

(i) It has not been modified, other than by World Heat.

(ii) It has not been subjected to wrong or improper use or left uncared for.

(iii) It has only been used for the storage of potable water supplied from the public mains, max 200mg/litre chloride.

(iv) It has not been subjected to frost damage.

(v) The benchmark service record is completed after each annual service.

(vi) The unit has been serviced annually.

(vii) Any disinfection has been carried out strictly in accordance with BS6700.

If the stainless steel vessel proves to be defective either in materials or workmanship we reserve the right to either repair or supply replacements or the closest possible substitute in the case of any obsolete product and will collect and deliver to any address in England, Scotland and Wales (excluding all islands):

### **CHLORINATION & SYSTEM CLEANING**

We highly recommend that our vessels are bypassed if carrying out any chlorination and chemical cleaning to the hot water or heating systems. Chlorine and other cleaning chemicals such as hydrogen peroxide can be extremely corrosive to stainless steel. If chemical cleaning is taking place, then the chemical must be thoroughly flushed through with water to clear the chemical, then the vessel should be fully drained and jet washed internally to ensure no chemical is present inside the vessel wall. Remove any electrical elements prior to chemical cleaning and plug the holes and only refit the elements after the vessels have been drained and jet washed internally. Please contact your chemical cleaning provider to ensure anything you are using is not corrosive to stainless and mild steel material prior to use. Our warranty does not cover failure due to corrosion, therefore if the vessels are corroded by something present in the water, they will not be covered under a manufacturing warranty.

### **ACTION IN THE EVENT OF FAILURE**

We will require the return of a cylinder which develops a failure for inspection. If our examination confirms a failure then an appropriate level of credit against the cost of the original product will be issued in line with the terms of our warranty. Please note: - Installation must have been carried out by a licensed specialized company (heating

contractor or plumber) following the version of installation instructions in force. - World Heat or its representative was given the opportunity to check complaints on site immediately after any defect occurred. - Confirmation exists that the system was commissioned properly and that the system was checked and maintenance was performed annually by a specialised company licensed for this purpose.

(d) Components of our products other than Storage Vessels and Integral Pipe work.

We will either extend to the purchaser the same terms of warranty as we are given by the manufacturer of the component or if the manufacturer does not give any warranty, replace free of charge any component which becomes defective within 1 year after the date of the delivery by us and is returned to us at the purchaser's expense but we shall not meet the cost of removal or shipping or return of the component or any other cost charges or damages incurred by the purchaser.

## **9.4**

9.4.1 In respect of goods supplied by us and in respect of any installation work carried out by or on our behalf, our entire liability and the purchaser's sole remedies (subject to the Guarantees) shall be as follows:-

(a) We accept liability for death or personal injury to the extent that it results from our negligence or that of our employees.

(b) Subject to the other provisions of this clause 9 we accept liability for direct physical damage to tangible property to the extent that such damage is caused by our negligence or that of our employees, agents or subcontractors.

(c) Our total liability to the purchaser over and above any liability to replace under the Guarantees (whether in contract or in tort including negligence) in respect of any one cause of loss or damage claimed to result from any breach of our obligations hereunder, shall be limited to actual money damages which shall not exceed the value of the product supplied and in question of fault, provided that such monetary limit shall not apply to any liability on the part of ourselves referred to in paragraph (a) above.

(d) Except as provided in paragraph (a) above but otherwise notwithstanding any provision herein contained in no event shall we be liable for the following loss or damage howsoever caused and even if foreseeable by us or in our contemplation:-

(i) economic loss which shall include loss of profits, business revenue, brand damage, goodwill or anticipated savings

(ii) damages in respect of special indirect or consequential loss or damage (other than death, personal injury and damage to tangible property)

(iii) any claim made against the purchaser by any other party (save as expressly provided in paragraph (b) above)

(e) Except in respect of our liability referred to in paragraph (a) above no claim may be made or action brought (whether in contract or in tort including negligence) by the purchaser in respect of any goods supplied by us more than one year after the date of the invoice for the relevant goods.

(f) Without prejudice to any other term we shall not be liable for any water damage caused directly or indirectly as a result of any leak or other defect in the goods. We cannot control the conditions of use of the goods or the time or manner or location in which they will be installed and the purchaser agrees to be fully responsible for testing and checking all works which include the goods at all relevant times (up to, including and after commissioning) and for taking all necessary steps to identify any leaks and prevent any damage being caused thereby.

(g) Nothing in these Conditions shall confer on the purchaser any rights or remedies to which the purchaser would not otherwise be legally entitled.

9.4.2 [NEW/UPDATED – liability architecture, does not remove your existing cap] The liability limits and exclusions in clause 9.4.1 apply as an aggregate cap per Contract and/or per cause of action, and shall apply to the fullest extent permitted by law.

## **10. LOSS OR INJURY**

10.1 Notwithstanding any other provision contained herein the purchaser's hereby agree to fully indemnify us against any damages losses costs claims or expenses incurred by us in respect of any claim brought against us by any third party for:-

- (a) any loss injury or damage wholly or partly caused by any goods supplied by us or their use.
- (b) any loss injury or damage wholly or partly caused by the defective installation or substandard workmanship or materials used in the installation of any goods supplied by us.
- (c) any loss injury or damage in any way connected with the performance of this contract.
- (d) any loss resulting from any failure by the purchaser to comply with its obligations under these terms as to install and/or check works correctly.

PROVIDED that this paragraph will not require the purchaser to indemnify us against any liability for our own acts of negligence or those of our employees agents or sub-contractors.

FURTHER in the case of goods supplied by us which are re-sold and installed by a third party by the purchaser it will be the sole responsibility of the purchaser to test the goods immediately after their installation to ensure that inter alia they are correctly installed and in proper working order free from leaks and are not likely to cause any loss injury or damage to any person or property.

## **11. VARIATION OF WARRANTY AND EXCLUSION**

11.1 Should our warranty and exclusion be unacceptable we are prepared to negotiate for variation in their terms but only on the basis of an increase in the price to allow for any additional liability or risk which may result from the variation. Purchasers are advised to insure against any risk or liability which they may incur and which is not covered by our warranty.

## **12. ADVICE**

12.1 Any advice or assistance given by the Company is provided without charge and is in good faith without undertaking, representation or warranty, and we will not accept any liability, whether consequential or compensatory, for advice or assistance given.

## **13. RISK AND RETENTION OF TITLE**

13.1 (a) goods supplied by us shall be at the Purchaser's risk immediately upon delivery to the Purchaser or into custody on the Purchaser's behalf or to the Purchaser's Order. The Purchaser shall effect adequate insurance of the goods against all risks to the full invoice value of the goods, such insurance to be effective from the time of delivery until property in the goods shall pass to the Purchaser as hereinafter provided.

13.2 (b) property in the goods supplied hereunder will pass to the Purchaser when full payment has been made by the Purchaser to us for:-

- (i) the goods of the subject of this contract.
- (ii) all other goods the subject to of any other contract between the Purchaser and us which, at the time of payment of the full price of the goods sold under this contract, have been delivered to the Purchaser but not paid for in full.

13.3 (c) until property in the goods supplied hereunder passes to the Purchaser in accordance with paragraph (b) above:

- (i) the Purchaser shall hold the goods in a fiduciary capacity for us and shall store the same separately from any other goods in the Purchaser's possession and in a manner which enables them to be identified as our goods.
- (ii) the Purchaser shall immediately return the goods to us should our authorised representative so request. All the necessary incidents associated with a fiduciary relationship shall apply.

13.4 (d) the Purchaser's right to possess the goods shall cease forthwith upon the happening of any of the following events, namely:-

- (i) if the Purchaser fails to make payment in full for the goods within the time stipulated in clause 4 hereof.
- (ii) if the Purchaser, not being a company, commits any act of bankruptcy, makes a proposal to his or her creditors for a compromise or does anything which would entitle a petition for a Bankruptcy Order to be presented.

(iii) if the Purchaser, being a company, does anything or fails to do anything which would entitle an administrator or an administrative receiver or a receiver to take possession of any assets or which would entitle any person to present a petition for winding up or to apply for an administration order.

13.5 (e) the Purchaser hereby grants to us an irrevocable licence to enter at any time any vehicle or premises owned or occupied by the Purchaser or in the possession of the Purchaser for the purposes of repossessing and recovering any such goods the property in which has remained in us under paragraph (b) above. We shall not be responsible for and the Purchaser will indemnify us against liability in respect of damage caused to any vehicle or premises in such repossession and removal being damaged which it was not reasonably practicable to avoid.

13.6 (f) notwithstanding paragraph (c) hereof and subject to paragraph (g) hereof, the Purchaser shall be permitted to sell the goods to third parties in the normal course of business. In this respect the Purchaser shall act in the capacity of our commission agent and the proceeds of such sale:-

(i) shall be held in trust for us in a manner which enables such proceeds to be identified as such, and:

(ii) shall not be mixed with other monies nor paid into an overdrawn bank account.

We, as principal, shall remunerate the Purchaser as commission agent a commission depending upon the surplus which the Purchaser can obtain over and above the sum, stipulated in this contract of supply which will satisfy us.

13.7 (g) in the event that the Purchaser shall sell any of the goods pursuant to clause (f) hereof, the Purchaser shall forthwith inform us in writing of such sale and of the identity and address of the third party to whom the goods have been sold.

13.8 (h) if, before property in the goods passes to the Purchaser under paragraph (b) above the goods are or become affixed to any land or building owned by the Purchaser it is hereby agreed and declared that such affixation shall not have the effect of passing property in the goods to the Purchaser. Furthermore if, before property in the goods shall pass to the Purchaser under paragraph (b) hereof, the goods are or become affixed to any land or building (whether or not owned by the Purchaser), the Purchaser shall:-

(i) ensure that the goods are capable of being removed without material injury to such land or building.

(ii) take all necessary steps to prevent title to the goods from passing to the landlord of such land or building.

(iii) forthwith inform us in writing of such affixation and of the address of the land or building concerned.

The Purchaser warrants to repair and make good any damage caused by the affixation of the goods to or their removal from any land or building and to indemnify us against all loss damage or liability we may incur or sustain as a result of affixation or removal.

13.9 (i) in the event that, before property in the goods has passed to the Purchaser under paragraph (b) hereof, the goods or any of them are lost, stolen, damaged or destroyed:-

(ii) the Purchaser shall forthwith inform us in writing of the fact and circumstances of such loss, theft, damage or destruction.

(iii) the Purchaser shall assign to us the benefit of any insurance claim in respect of the goods so lost, stolen, damaged or destroyed.

#### **14. NON-PAYMENT**

14.1 If the Purchaser shall fail to make full payment for the goods supplied hereunder within the time stipulated in clause 4 hereof or be in default of payment for any other reason then, without prejudice to any of our other rights hereunder, we shall be entitled to stop all deliveries of goods and materials to the Purchaser, including deliveries or further deliveries of goods under this contract. In addition we shall be entitled to terminate all outstanding orders.

## **15. TERMINATION**

15.1 Without prejudice to clause 14 (NON-PAYMENT), we may terminate any Contract immediately by written notice if:

- (a) the purchaser commits a material breach of these Conditions and fails to remedy such breach within 14 days of written notice; or
- (b) the purchaser becomes insolvent, enters administration or liquidation, has a receiver appointed over any assets, ceases or threatens to cease trading, or suffers any analogous event.

15.2 On termination, all sums due to us (whether invoiced or not) shall become immediately payable.

## **16. VALUE ADDED TAX**

16.1 All prices quoted are exclusive of Value Added Tax which will be charged at the rate ruling at the date of despatch of invoice.

## **17. TRADE SALES ONLY**

17.1 We are only prepared to deal with those who are not consumers within the terms of the Unfair Contract Terms Act 1977, the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982. Accordingly any person who purchases from us shall be deemed to have represented that he is not a consumer by so purchasing.

## **18. JURISDICTION**

18.1 The agreement is subject to English law for products delivered in England and Scottish law for products delivered in Scotland and any dispute hereunder shall be settled in accordance therewith dependent upon the location.

18.2 [NEW/UPDATED] Subject to clause 18.1, the parties agree that the courts of the relevant jurisdiction stated above shall have exclusive jurisdiction.

## **19. PRODUCT DEVELOPMENT**

19.1 World Heat have a policy of continuous product development and may introduce product modifications from time to time.

## **20. ADDITIONAL QUOTATION / PROJECT CLAUSES (INCORPORATED) [UPDATED – moved from “CLAUSES” section]**

20.1 If this equipment is subject to inspection other than by our own personnel, an extra charge will be made when the full inspection requirements are known to us.

20.2 We agree to a guarantee of 12 months from date of delivery unless otherwise stated in product manual. Subject to the equipment being stored indoors in a safe and secure compound area. Warranty covers manufacturing defects only excludes corrosion. For further details please consult installer instructions for the relevant product.

20.3 We include for 1 electronic copy of manuals as standard only.

## **ANNEX 1**

**ADDITIONAL TERMS & CONDITIONS FOR COMMERCIAL VESSELS (OVER 500 LITRE CAPACITY)**

**TERMS AND CONDITIONS OF SALE**

(Unless otherwise stated in writing by us are governed solely by English Law. In cases of dispute the jurisdiction of the English Courts shall apply).

These terms and conditions should be read in conjunction with our standard terms and conditions of sale.

## **PRICES**

1. The price shown is per our Quotation and is based on material prices ruling at the date of the Quotation. However we reserve the right to amend our prices as follows:-
2. Should an order be received by us, in excess of 30 days from the date of our Quotation, the price will be reviewed by us and any increase in the price of raw materials, ancillary parts and labour incurred by us shall be recoverable from the Buyer. The additional amount shall be calculated at nett cost to us plus 50% (in respect of raw material and parts) and 250% (in respect of labour).  
In the case of equipment containing materials having a volatile price (e.g. copper), the price will depend on the metal base price at the date of order, with escalation on the balance of material and labour as above.
3. During periods of instability in the price of raw materials and ancillary parts, goods with a delivery cycle in excess of 30 days will be invoiced at price ruling on day of despatch.
4. Prices are based upon these terms and conditions. Customers orders with conflicting or over riding conditions shall not be valid unless due consideration for these has been made and agreed in writing.
5. Costs resulting from independent inspections and tests, certification of materials and weld procedures, are excluded unless specifically agreed in writing.
6. The price is exclusive of Value Added Tax.

## **DELIVERY**

7. The price includes for free delivery to site in the U.K but not off-loading or positioning.
8. The delivery period shown shall be from the date upon our order acknowledgement, should delivery be delayed for reasons beyond our control a reasonable extension shall be granted by the Buyer.
9. Liquidated damages for late delivery shall not be accepted.
10. Goods damaged in transit or claims for non-delivery of equipment or parts must be submitted in writing within three days of despatch otherwise claims cannot be accepted.
11. In the event of final delivery being postponed by Buyer, we reserve the right to invoice when ready for despatch, and claim any costs incurred by us for storage of the units.

## **GUARANTEE**

12. We guarantee all equipment manufactured by us:-
  - a) is hydraulically pressure tested to one and a half times normal working pressure, unless otherwise stated.
  - b) Against defects in workmanship and materials for a period of 12 months from despatch, and undertake to replace any defective part, providing that the Buyer returns the goods to us. The cost of returns will be the Buyers responsibility.
13. We accept no responsibility for:-
  - a) workmanship, life or performance of manufactured articles supplied by us but not of our manufacturer.
  - b) any repair work carried out by persons other than ourselves, unless by prior agreement in writing.
  - c) consequential damages incurred by the Buyer or their associates.
  - d) Failure or damage to the equipment which may be as a result of procedures contrary to our Operating, Installation and Maintenance Instructions.

## **TERMS OF PAYMENT**

14. All prices are strictly nett, and payment is due not later than 30 (thirty) days after date of invoice, provided that these credit terms are extended only to approved customers.
15. All amounts owing by the Buyer and unpaid at due date shall carry interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. This is regardless of any disputes existing between the Seller and the Buyer.

**PASSING OF TITLE AND RISK**

16. From the time of delivery the goods shall be the risk of the Buyer who shall be solely responsible for their custody, maintenance and protection as if it were the owner but the Goods shall remain the property of the Seller until payment due under all contracts between the parties has been made in full and unconditionally.
17. If the Goods are collected by the Buyer then delivery shall be effected at the Sellers premises immediately prior to loading for despatch by the Buyer.

**CANCELLATION**

18. Orders may not be cancelled without our written consent and all charges applicable agreed in writing.

**VARIATION**

19. No representative or agent of ours has any authority to vary or add to these standard conditions or the specifications of the goods ordered except by our official confirmation in writing.

**FORCE MAJEURE**

20. In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, the Seller shall be relieved of all liabilities incurred under the Contract wherever and to the extent of which the fulfilment of such obligation is affected, prevented, frustrated or impeded or delayed as a consequence of any such event of by statutes, rules, regulations, orders or requisitions issued by any Government Department, Council or other duly constituted Authority, including the imposition of restrictions or quotas or levies on the exportation or importation of the goods or from strikes, lockouts, labour disputes, breakdown, natural catastrophe, fire or accident to the plant of the Seller, or relevant supplier of the Seller, or any other cause (whether or not of a like nature) beyond the Seller's control.