

**REZNOR**<sup>®</sup>  
Trusted Heating Solutions

# Account Application Form

 **NORTEK**<sup>™</sup>  
GLOBAL HVAC





SECTION 1A – Company Details											
Name of Company applying:		If selected, please complete SECTION 1B below.									
Limited Company <input type="checkbox"/>	LLP <input type="checkbox"/>	PLC <input type="checkbox"/>	Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/>								
Business Activity of Company:		Web Address:									
Registered Office Address:		Years Trading:									
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>		Registered Company No:									
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>		<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>									
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>		N/A (if Sole Trader or Partnership) <input type="checkbox"/>									
Trading Address (if Different to above):		If Subsidiary, Parent Company Name:									
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<div style="border: 1px solid black; height: 40px; width: 100%;"></div>		Parent Company Registered Company No:									
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<b>Company Credit Check:</b> Please note that we will carry out a credit check on the applicant company.											

SECTION 1B – Sole Trader/ Partnership Details							
Sole Trader <input type="checkbox"/>		Partnership <input type="checkbox"/>					
First Name:	Surname:	Date of Birth:	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
Position:							
Current Address:		Years lived at Current Address:					
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Previous Address (if lived at Current Address for less than 5 years):		Years lived at Previous Address:					
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>		<div style="border: 1px solid black; height: 20px; width: 100%;"></div>					
First Name:	Surname:	Date of Birth:	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
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Previous Address (if lived at Current Address for less than 5 years):		Years lived at Previous Address:					
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First Name:	Surname:	Date of Birth:	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
Position:							
Current Address:		Years lived at Current Address:					
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Previous Address (if lived at Current Address for less than 5 years):		Years lived at Previous Address:					
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**SECTION 2 – Company Profile**

Gas Safe Registered No:						
Customer Category:	Contractor <input type="checkbox"/>	Consultants <input type="checkbox"/>	End User <input type="checkbox"/>	Merchant <input type="checkbox"/>	Distributor <input type="checkbox"/>	Annual Spend (please tick):
Other Heating Suppliers:						£1 - £20,000 <input type="checkbox"/> £20,000 - £50,000 <input type="checkbox"/> £50,000 - £100,000 <input type="checkbox"/> £100,000 - £300,000 <input type="checkbox"/> £300,000 - £500,000 <input type="checkbox"/> £500,000 + <input type="checkbox"/>
Other Merchant Suppliers:						
Product Profile:	Warm Air <input type="checkbox"/>	Humidification <input type="checkbox"/>				
	Radiant <input type="checkbox"/>	Evaporative Cooling <input type="checkbox"/>				
	Air Curtains <input type="checkbox"/>	Heating/Cooling/Vent Unit <input type="checkbox"/>				
	Packaged Roof Top Units <input type="checkbox"/>	Cabinet Heaters <input type="checkbox"/>				

**SECTION 3 – Contact Details & Marketing**

Please provide at least two contacts for your account.

**Marketing Opt-in**  
 By ticking the 'Marketing Opt-in' box below you consent to Nortek Global HVAC (UK) Limited contacting you by e-mail and telephone with business updates and promotions. If you tick the Marketing Opt-in box on behalf of any of the contacts listed below, you confirm that they have provided their consent to such direct marketing. You can opt out at any time.

1	Name:	Phone:	Marketing Opt-in <input type="checkbox"/>
	Position:	E-mail:	
2	Name:	Phone:	Marketing Opt-in <input type="checkbox"/>
	Position:	E-mail:	
3	Name:	Phone:	Marketing Opt-in <input type="checkbox"/>
	Position:	E-mail:	

**Registration E-mail for Empress Online Order System for Spares**

E-mail address:



**SECTION 4 – Payment Method**

BACS <input type="checkbox"/>		Card Payment <input type="checkbox"/>	
E-mail address for order acknowledgment:		Nortek Accounts department Contact number: 01384 489754  Email address for remittances and queries HVACUK.Creditcontrol@nortek.com	
E-mail address for statement to be sent:			
E-mail address for invoice:			
VAT Number:			
Invoice Address			
Post Code			
Account Contact Details	First Name:	Surname:	
	E-mail:		
	Phone:		
<p><b>Nortek Global HVAC (UK) Limited payment terms are 30 days from date of invoice of the relevant invoice.</b>                  Payment is due 30 days from date of invoice. For example, if the invoice is dated 14th July, payment is due on 13th August.</p>			

**LEGAL TERMS & DATA PROTECTION**

**Terms & Conditions**  
 By signing below, I confirm that: (a) I am authorised to sign on behalf of the company and to bind the company; and (b) I agree, on behalf of the company, to Nortek Global HVAC (UK) Limited’s Terms & Conditions included within this document.

**Data Protection**  
 By signing below, I confirm that I have read Nortek Global HVAC (UK) Limited’s Privacy Policy in the Terms & Conditions included within this document. I also confirm that I have authority to disclose personal information about any co-applicant or guarantor and/or anyone else referred to on this form and that they have read the Privacy Policy.

**To Be Signed by the Director, Partner or Proprietor ONLY**

Signature:	Date: ...../...../.....
Print Full Name:	

# Standard Conditions of Business

## 1.0 Definitions

The Seller means Nortek Global HVAC (UK) Ltd a company registered in England and Wales under number 1380934 whose registered office is at 20 Colmore Circus Queensway, Birmingham, West Midlands, B1 6AT and any subsidiary or associated company of the Seller which sells the Goods or any successor or assignee of the Seller or such other company. 'Conditions' means the conditions set out in this document and unless the context otherwise requires includes any special terms and conditions agreed in Writing between the Buyer and Seller. 'Goods' means the goods (including any instalment of the Goods or any parts of them) which the Seller is to supply in accordance with these Conditions. 'Contract' means the contract for purchase and sale of the Goods and Services subject to and incorporating these Conditions. 'The Buyer' shall mean the purchaser, firm or company entering into the contract to purchase the Goods from the Seller. 'Writing' shall include facsimile transmission, e-mail and comparable means of communication but not sms messaging. 'Services' means the ancillary services which the Seller may agree to perform as shall be agreed between the parties from time to time which may include testing the Goods, reviewing their installation and commissioning them together with calibrating the heating system in accordance with the quotation and the Buyer's requirements. 'Site' means the premises in which the Goods are to be installed by the Buyer or the address where the Goods are to be delivered as appropriate.

## 2.0 Basis of Sale

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 in any event. Any order, agreement or conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer or any other terms professed by it at any time. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller. Any special terms made in respect of any one written quotation or written order are not applicable to any subsequent written quotation or written order. Quotations. Unless previously withdrawn by the Seller all quotations are valid for 30 days from their date. All quotations are based upon information supplied by the Buyer before the quotation is given. Where a quotation is to be given against any plans or drawings for the Site, the Buyer warrants that those plans and drawings and any associated information will be accurate and complete at the time of the quotation and that the Seller will not be liable for any error or omission in the quotation. Where a quotation is to be given following the Seller's survey of the Site, the Buyer warrants that the condition of the Site will remain the same as when surveyed in relation to any aspect of it which may affect the Seller's quotation. The Buyer undertakes to inform the Seller immediately it becomes aware of any change to the Site which forms the basis for the Seller's quotation and acknowledges that unless the Buyer informs the Seller of any changes to the Site or drawings or plans of the Site, the Seller's original quotation will apply to the Contract. Where any subsequent information (whether in relation to the Site or other aspect of the Contract) is submitted by the Buyer to the Seller which would involve any alteration in the specification of the Goods or the type or amount of them or the configuration or the Services set out in the Seller's quotation, the Seller retains the right at its option either to amend the quotation to cover any additional cost arising from such alteration or to withdraw the quotation.

## 4.0 Services

The Seller shall provide the type and amount of the Services to the Buyer in accordance with any quotation for the Goods which includes the Services or separately if the Services are provided subsequent to any quotation for the Goods on a quotation for the Services or otherwise as might be agreed between the parties. The Services shall be provided to a reasonable level of competence by the Seller's employees or sub-contractors who shall be suitably qualified to perform them. The Services shall be provided at the Site where the Goods are installed at a date to be agreed following the Buyer's notice to the Seller that the installation of the Goods at the Site is complete and that the Site is suitable and safe for the attendance of the Seller's employees or sub-contractors and performance of the Services. To the extent that any special plant (including scaffolding, lifting equipment or other such equipment) is required for the Services, such requirement shall be agreed between the parties and the Buyer warrants that any such equipment as it supplies will be safe and suitable for the purposes for which it is intended to be used. If, in the reasonable opinion of the Seller, its employees or sub-contractors, the Site or other place where the Services are to be performed is not safe or suitable or if equipment provided by the Buyer is not safe or suitable or if, at attendance, the Goods are not fully or properly installed, the Seller shall not be obliged to perform the Services until such matters have been remedied. The Seller shall not be obliged to perform the Services if the Buyer cannot provide access to the Site or the Goods during normal working hours or, if required by the Seller in order to provide the Services, outside the normal working hours of the Site.

## 5.0 Orders and Specifications

No order submitted by the Buyer shall be accepted or deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any amendments) and for giving the Seller any necessary information relating to the Site and the Goods within a sufficient time to enable the Seller to perform the Contract. The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or if there is no such quotation the Buyer's order (if accepted by the Seller) and not as contained in the Seller's catalogues, price lists and other advertisement material. The scope, type and amount and to include any Goods ancillary to the performance of the Services of the Services shall be set out in the quotation for the Goods or if required separately by the Buyer on a separate quotation. If the Goods or their configuration is selected by the Seller to meet a specification or requirement submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller arising from that specification. The Seller reserves the right at any time to make any changes in the specification of the Goods or Services which are required to conform to any applicable statutory or EU requirements or where the Goods are to be supplied to the Seller's specification which do not materially affect their quality or performance. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including a cost of all labour and materials used), damages, charges and expenses incurred (including legal and other professional fees and wasted delivery costs) or the wasted costs of attendance to perform the Services) by the Seller wholly or in part as a result of cancellation.

## 6.0 Price of the Goods and Services

The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (for a quoted price is no longer valid) the price listed in the Seller's published price list current at the date of acceptance of the order. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions. The price does not include the costs of freight, carriage, packaging or insurance which unless otherwise expressly agreed in Writing will be additionally charged to the Buyer and the price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller. Any costs or expenses incurred by the Seller in storing the Goods or attempting to re-deliver them and any other cost associated with a failure in delivery which is not of the Seller's making shall automatically be added to the price. The price of the Goods shall be based on the Seller's standard price (based on man-hours) plus travelling, subsistence and other associated costs and together with the cost of Goods, parts or consumables provided as part of proper performance of the Services. The scope of the Services shall be an estimate only and the Buyer acknowledges that the scope of the Services and therefore the appropriate price may change following their commencement and that the Seller shall be entitled to amend the scope of the Services to reflect the actual condition and the actual cost of the actual work. The Buyer shall be responsible for any costs wasted pursuant to the Seller's decision under Conditions 4.6 or 4.6 which, notwithstanding any other Condition, the Seller shall be entitled to have paid before the Seller is obliged to make any further attempt to perform the Services. All prices are quoted and payments shall be made in pounds sterling.

## 7.0 Terms of Payment

The Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has tendered delivery of the Goods whether or not they are accepted, or (as the case may be) notified the Buyer that the Goods are ready for collection or, subject to Condition 8.7, completed performance of the Services. The Buyer shall pay the price of the Goods without set off or any other deduction whatsoever within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding in relation to the Goods that delivery may not have taken place and the property in the Goods is not passed to the Buyer. If the Buyer fails to make any payments on the due dates then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: (i) suspend all or any further deliveries to the Buyer made under that or any other contract with the Buyer and in such event the Buyer shall not be released from its obligations to the Seller under that or any other contract or cancel the Contract or any other contract with the Buyer and to claim damages from the Buyer for breach of contract; (ii) appropriate any payment made by the Buyer to such of the Goods as the Seller may think fit; (iii) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per annum above Barclays Bank base rate from time to time, until payment in full is made.

## 8.0 Delivery of the Goods

Delivery of the Goods shall be made by the Seller delivering the Goods to the Site or other delivery address for delivery set out in the Contract or by the Buyer collecting the Goods at the Seller's premises at any time after the Buyer has been notified by the Seller that the Goods are ready for collection. All dates quoted for delivery are approximate only and the Seller shall not be liable for the delay in delivery of the Goods whatsoever caused. Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in divided lots and the Seller may deliver goods in accordance with the quotation and the Seller's discretion unless otherwise set out in the Contract or otherwise agreed by the Seller in Writing. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as frustrated. The Seller shall be liable to deliver the Goods (or any instalment) 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 and not for any other loss whatsoever (including overtime or wasted employment or other staff or contractor costs) or for any contractual penalties or other expenses suffered by the Buyer or its clients or any consequential loss. If the Buyer or its agent or sub-contractor fails to take delivery of the Goods when tendered or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) or storage or sell the Goods at the best price reasonably obtainable and (where the best price is less than the contract price) the difference shall accrue 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. The Seller's employees or contractors who deliver the Goods shall not be obliged to unload them or deliver them unless: (a) a suitably authorised employee or sub-contractor of the Buyer signs documentation to confirm that delivery has occurred; (b) the Site or other address for delivery is safely accessible for the Seller or its carrier's vehicle and suitable for the unloading of the Goods. Any failure by the Buyer to execute such documentation will be deemed to be a failure by the Buyer to accept delivery pursuant to this Condition 8 with no default on the part of the Seller. Any delivery documentation executed by the Buyer without qualification shall be deemed to be conclusive evidence that the Goods were delivered in good condition and in accordance with the terms of this Contract (subject for the opportunity for the Buyer to notify the Seller of damaged Goods or a shortage pursuant to Condition 13.6). Following delivery, and without prejudice to any other Condition, the Buyer shall promptly inspect the Goods and use them for the purpose for which they are supplied or store them safely and in an environment which will keep them in the condition in which they were delivered.

## 9.0 Passing of Title and Risk

Risk of title and loss of the Goods shall pass to the Buyer at the time of delivery to the Site (or their installation if provided ancillary to the Seller's performance of the Services) or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Seller has tendered delivery of the Goods to the Site or, 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. In this connection, the Buyer is solely responsible for securing the Site and safe storage of the Goods and shall have no claim for the apparent non-delivery of Goods for which the Seller has signed delivery documentation or other evidence of successful delivery. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal title to and 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 payable under this Contract and in respect of all other goods sold or agreed to be sold by the Seller to the Buyer under any other contract. Until such time as the property in the Goods passes to the Buyer: (i) 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 the Buyer hereby authorises and licenses the Seller, its officers, employees and agents to enter upon any premises of the Buyer where the Goods are stored or situated and recover the Goods or for the purposes of satisfying itself that condition 9.3(i) is being satisfied and to procure the same right in relation to any land or property of any third party where the Goods may be situated; (ii) the Buyer shall hold the Goods as the Seller's fiduciary agent and shall keep the Goods separate from those of the Seller, this parties and property stored, protected and insured and identified as the Seller's property; (iii) the Seller may recover those Goods at any time from the Buyer including but not limited to circumstances when the Seller judges that the amount outstanding from the Buyer to the Seller is in excess of the credit limit; the Seller is willing to accord to the Buyer and for that purpose the Buyer hereby authorises and licenses the Seller, its officers, employees and agents to enter upon any land or building upon which the Goods are situated to recover those Goods; (iv) if the Buyer has incorporated such Goods into buildings or plant, whether alone or in conjunction with other products (whether its own goods or those of others) the Seller shall be entitled to recover the Goods by un-installing them to the extent that the same can be done with no damage to any third party goods, with the agreement of any third party whose goods may be affected or subject to the Seller's obligation to make good any damage caused by such un-installation; (v) the Buyer has the right to dispose of the Goods in the ordinary course of its business and to pass good title to the Goods and proceeds to its customer being a bona fide purchaser for value without notice of the Seller's right; (vi) in the event of such disposal in accordance with Condition 9.3(v) the Buyer has a fiduciary duty to the Seller to account to the Seller for the proceeds but may retain any excess of such proceeds over the amount outstanding under this or any other sale contract between them and the Seller has the additional right to recover the Buyer a price from the Buyer a customer to the extent possible; if the Seller grants itself of such right the Seller will account to the Buyer for any such excess as aforesaid less any expenses incurred by the Seller in or about the recovery; (vii) the Seller shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller; but if the Buyer does so all money owing by the Buyer to the Seller under any contract shall (without prejudice to any other right or remedy of the Seller) become immediately due and payable.

## 10.0 Late Delivery

Where the Seller is prevented from delivering any of the Goods by reason of an event stipulated in Condition 11.10 (whether existing at the Seller's works or elsewhere), then the delivery period shall be extended by such period as is reasonable in all the circumstances and the estimated delivery date for such Goods shall be re-calculated by the Seller accordingly. If the Seller is prevented from delivering any of the Goods because of any default on the part of the Buyer or its employees, agents or sub-contractors, notwithstanding any other remedy or power available to it, the Seller shall decide, in its absolute discretion, as to whether to attempt to re-deliver or store the Goods pending further correspondence with the Buyer. Notwithstanding Condition 8.2, if the Seller agrees to deliver all the Goods together, if the Seller shall fail (otherwise than for any reason aforesaid) to deliver any of the Goods on the estimated delivery date the Buyer shall have no right to cancel the Contract unless such failure continues for a period of 30 days after the estimated delivery date and in such an event the Buyer shall be entitled to cancel the Contract only in respect of the Goods remaining to be delivered after the expiration of that period. The Buyer shall not be entitled to cancel the Contract or to demand delivery of any of the Goods which the Seller shall be able to deliver within the said period of 30 days but shall accept them and pay the price in accordance with Condition 8. Where the Seller has chosen to deliver the Goods by instalments and if the Seller shall fail (otherwise than for any reason aforesaid) to deliver any of the Goods comprised in any instalment, the Buyer shall have no right to cancel the Contract unless such failure continues for a period of 30 days after the estimated delivery date for such instalment and in such event the Seller shall be entitled to cancel the Contract only in respect of the Goods comprised in such instalment remaining to be delivered after the expiration of the period; the Buyer shall not be liable to reject or cancel the Contract in respect of any of the Goods which the Seller shall be able to deliver within the said period or any Goods comprised in subsequent instalments with the Seller's agreement in accordance with Condition 8. The Seller shall not be liable for any costs or expenses of the Buyer or its agents or sub-contractors during the period set out in Conditions 10.3 and 10.4.

## 11.0 Seller's Liability

Subject to the application of Condition 8.2 in relation to the Seller's default in delivery, the liability of the Seller under this Contract shall be limited to an obligation to repair or (at the Seller's discretion, to replace any Goods in which defects in material or workmanship appear within a period of 12 months from the date of delivery. The Seller shall be under no liability in respect of any defects in the Goods arising from any drawing, design or specification supplied by the Buyer (including in relation to the Site) and the Seller shall be under no liability in respect of any defecting from fair wear and tear, wilful damage, negligence, abnormal working conditions, incorrect installation, inappropriate on-site storage, exposure to the elements, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods or the Goods' packaging or the Seller's approval. If the total price for the Goods has not been paid by the due payment date, the Seller shall be under no liability in respect of any defects in the Goods until the total price for the Goods has been paid. The Seller shall be under no liability in respect of any defects in the Goods arising from parts, materials or equipment not supplied by the Seller, unless the Buyer expressly enters into the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller and to the extent the Seller can itself recover from the manufacturer under such warranty or guarantee. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law. The Seller shall be liable to the Buyer for any defect in the quality or condition of the Goods or a shortage in delivery, shall (whether or not delivery is refused by the Buyer) be notified in Writing to the Seller within 7 days from the date of delivery where the defect was or should have been apparent on inspection or (where the defect was not apparent on inspection) immediately after discovery of the defect subject always to the Buyer's obligation to inspect Goods promptly upon delivery. If delivery is refused by the Buyer, the Buyer shall not notify the Seller of a claim in accordance with these Conditions, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods shall be supported by documentation or other evidence sufficient in the reasonable opinion of the Seller and the Goods themselves shall be preserved in the state in which they were delivered for the Buyer's inspection. No claim will be entertained by the Seller if Goods which are the subject of the claim are used, sold, installed or otherwise dealt with by the Buyer without the Seller's express agreement in Writing or, in the case of a claim based on damage in delivery or transit, where the Goods' packaging is not available for inspection. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer or to any third party by reason of any representation (unless made fraudulently) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit (normal or exceptional) or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the Contract, or in relation to the Goods or the Seller's liability under these Conditions. 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 any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control: act of God, explosion, flood, terrorist, fire, or accident, war or outbreak of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on any part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of third party), difficulties in obtaining raw materials, labour, fuel parts and machinery, power failure or breakdown in machinery.

## 12.0 Insolvency of the Buyer

If the Buyer makes any voluntary arrangement with its creditors or becomes subject to an Administration Order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or an embargoe takes possession, or a receiver is appointed, of any of the property or assets of the Buyer or the Buyer ceases, or intends to cease, to carry on business, or the Seller reasonably apprehends that any of the events mentioned above is about to occur, without prejudice to any other right or remedy available to the Seller, the Buyer's right to deal with the Goods generally and to dispose of the Goods in accordance with Clause 9.3(i) in particular shall automatically terminate and the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 13.0 Patents and Trade Marks

No representation, warranty or indemnity is given by the Seller that the Goods do not infringe any Patents, Trade Marks, Registered Designs or other industrial rights.

## 14.0 Change of Design

The Seller reserves the right from time to time to make minor modifications to the Goods or their design and the Buyer shall be bound to buy such modified Goods in lieu of Goods ordered by it provided that such modifications do not impair or adversely affect the quality or performance of the Goods.

## 15.0 Health and Safety at Work Act

The Buyer shall make itself aware of the installation, maintenance and operating instructions given in the Seller's literature.

## 16.0 Indemnity

The Buyer shall indemnify the Seller in respect of all damages or injury occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection therewith for which the Seller may become liable in respect of the Goods and in respect of the Seller's liability for any damage or injury shall have been occasioned by the negligence or willful default of the Buyer or its servants, agents or sub-contractors.

## 17.0 General

Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

If any provision of these Conditions or any provision of the Contract is held 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 thereby.

The Buyer shall indemnify the Seller in respect of any fees for legal services or other professional fees incurred in the collection of any sum due or owing by the Buyer to the Seller under this Contract or in relation to the Seller's assertion of its legal rights under the Contract.

The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of their destination and for the payment of any duties thereon.

These Conditions together with any special conditions which the parties may agree constitute the entire agreement in relation to the sale of the Goods and no waiver of any breach of their provisions shall be valid unless made in Writing expressly for the purpose and signed by an authorised officer of the Seller or the Buyer. Any breach of the Contract by the Seller or the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

No person who is not a party to a Contract into which these Conditions are incorporated shall be entitled to enforce any provision of them and the Contracts (Rights of Third Parties) Act 1999 shall not apply to any Contract or these Conditions.

The Seller and any disputes or claims that arise out of or in connection with it shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.