



## TERMS & CONDITIONS:

### DEFINITIONS:

- a. The term 'Company' shall mean Direct Heating Spares Limited or 'DHS'
- b. The term 'Customer' shall mean any person, firm or company who purchases goods or services from the Company.

### CONDITIONS:

These conditions apply to and are deemed to be incorporated in all orders, contracts, quotations and tenders for the supply and sale of goods or services by the Company. These conditions supersede any terms and conditions contained in any Customer's order unless otherwise agreed in writing by the Company.

### PUBLISHED PRICES:

Orders placed will be charged at prices current at the time of delivery.

### VALUE ADDED TAX:

All prices quoted are exclusive of Value Added Tax.

### PAYMENT TERMS

Where a credit account has been opened, goods shall be paid for by **the last day of the month following the month in which the goods were invoiced to the Customer or the Customer is notified that they are available for delivery.**

The Company reserves the right to set a maximum amount of credit allowable upon each account and to withdraw credit facilities without explanation.

In the event of non payment in accordance with the credit terms, the whole of the price for all goods sold by the Company to the Customer, whether under this or any other contract, shall immediately become due and payable and the Company reserves the right as it's option, to cancel or postpone the further performance of it's obligations whether under this or any other contract, without prejudice to any other right or remedy available to the Customer.

The Company reserves the right to charge the Customer interest at the rate of 4% per annum above the U.K. clearing bank base lending rate from time to time until payment is made in full.

### RETURNS POLICY

DHS will not accept any goods returned to them from a customer without prior consent. When the goods are returned the original delivery note number or invoice number must be quoted. The DHS returns policy is as follows and relates to both the product and the packaging it comes in.

- a. Faulty returned parts will be sent to the manufacturer and tested. If the part is deemed faulty by the manufacturer, DHS will credit 100% of the original value of the part to the Customer account. If the part is deemed not faulty and DHS accept that stock item to its stock profile, the restocking charge will be 35% otherwise the stock will be returned to the Customer and the full invoice value will be payable.
- b. Non faulty stock returns are subject to a **restocking charge of 35%** and subject to DHS accepting those items back into stock. It is at the discretion of the Company as to whether those parts are accepted and restocked.
- c. If any parts are returned and not in a fit state for resale the restocking charge will be 100%.
- d. PCB's and any gas carrying or gas controlling parts are non returnable.
- e. All parts under £20 are non returnable
- f. DHS is not bound to accept non stocked items back into stock where the item is not a part of the DHS core range and was ordered especially for the customer.
- f. All costs incurred in returning the parts to DHS are to be borne by the Customer.

### DESCRIPTION AND QUALITY:

Illustrations, descriptions, weights, and technical data in any of the Company's catalogues whether in paper or electronic format, price lists and statements (written, or oral) made by any representative of the Company are provided to give Customers an approximate picture and description only and do not form the basis of any contractual liability.

No warranty or condition that the article shall accord with such illustration, description or statement is to be implied and any warranty or condition capable of or arising is hereby excluded.

Designs of goods are subject to alteration without notice.

All quotations given and sales made are upon the condition that although goods supplied are of sound commercial quality, the Company accept no liability as to their suitability for any purpose other than that specified in writing by the Customer at or prior to the time of sale.

### GUARANTEE:

The Company undertakes as its option to replace or refund the purchase price of any goods sold or supplied in the following circumstances only:

- a. Where the goods do not correspond to any written identifying description applied to them.
- b. Where the goods prove to be unfit for a particular purpose which has been expressed in writing to the Company.
- c. Where the goods prove to be defective and not for their ordinary purposes within 12 months of delivery.

The Company's liability under this clause shall be accepted by the Customer in lieu of any warranty or condition whether expressed or implied by law.

### SUPPLY OF SERVICES:

The Company undertakes to provide services with reasonable skill and care. If defects due to a failure to exercise such skill and care occur within 12 months of the completion of the supply, the Company undertakes to remedy the defects.

### LIMITATION OF LIABILITY:

The Company shall not be liable in any circumstances to the Customer whether by way of indemnity or by reason of breach of contract or negligence or of breach of statutory duty or otherwise for loss or damage of any kind, whether direct, indirect or consequential.

The undertaking as to title in Section 12 of the Sale of Goods Act, 1979 is not excluded.

Where the Customer deals as Consumer (as defined in Section 12 of the Unfair Contract Terms Act, 1977) the undertakings implied by sections 13,14,15, of the Sale of Goods Act, 1979 and are not excluded and the statutory rights are not effected.

The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence.

The Company does not exclude any liability which it may incur under the Consumer Protection Act, 1987 for damage as defined in Section 5 of the Act.

### TEST AND INSPECTON:

Special tests or tests in the presence of the Customer or the representative will be charged to the Customer unless otherwise agreed in writing.

In the event of delay on the Customer's part or his representative's part, in attending such tests, after 7 days notice of the place and time of such tests, the tests will proceed in the Customer's absence and shall be deemed to have been carried out in the Customer's presence.

### PASSING OF PROPERTY AND RISK:

The risk in the goods shall pass to the Customer on delivery.

Title to the goods shall remain vested in the Company after delivery until payment of all sums (whether arising out of this or any other contract) has been made in full to the Company. As long as title in the goods remains vested in the Company and the goods are in possession or under the control of the Customer, the following provisions will apply.

The Customer may (unless otherwise notified in writing by the Company) use, sell or otherwise deal with the goods in the ordinary course of business.

The Customer shall separately store and keep clearly identified the goods from other goods.

The Company may at any time on giving prior notice, enter the premises of Customer for the purpose of inspecting and identifying the goods and the Customer irrevocably authorised the Company to enter upon its premises for that purpose.

The Customer's powers above shall automatically cease if a receiver is appointed over any assets of the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary Liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of, or makes any arrangement or composition with Creditors or commits any act of bankruptcy.

Upon determination of the Customer's powers above the Customer shall place the goods at the disposal of the Company, who shall be entitled to enter upon any premises of the Customer for the purpose of removing goods from the premises (including severance from realty where necessary).

If goods are returned or repossessed in accordance with the foregoing provisions the Company shall repay to the Customer any sums received from the Customer in part payment of the price of the goods up to a maximum amount equal to the current market value of the goods based on their condition at the time of return or repossession and after deducting all costs and expenses of the company in having the goods returned or repossessed and subject also to any right of set off the Company may have in respect of other sums owing by the Customer to the Company.

### DELIVERY:

Dates quoted for delivery are approximate only and in this respect time shall not be of the essence of the Contract. It shall suffice for the Company to deliver with a reasonable time of the date of delivery quoted, regard being had to all the surrounding circumstances.

Where the Company offers delivery to a site nominated by the Customer, then it's obligation shall be to deliver as near to the site as a safe hard road permits. The Customer shall provide free of charge any labour or machinery required for the purpose of unloading, loading or stacking.

The Company cannot accept liability for any direct or indirect loss arising from delays caused by fire, flood, loss or delay in transit, strike, lockout or form any other cause beyond the Company's reasonable control.

### CANCELLATION OF ORDERS:

The Company reserves the right to charge the Customer for all costs incurred on cancelled orders.

### EXAMINATION OF GOODS:

Goods must be examined at the point on delivery and acceptance of the parcel/consignment.

The Company shall replace any goods lost in transit to the place of the delivery provided such damage or loss is reported to the Company within 3 working days of such delivery. No other liability shall be accepted by the Company in respect of any such damage or loss. Any rejection of the goods on any other grounds must be communicated to the Company within 10 working days.

### CARRIAGE:

Carriage charges will be invoiced to the Customer at rates which shall be determined by the Company from time to time unless specifically excluded in writing. When part deliveries are made on the Customer's instruction, the same conditions apply as for whole and complete deliveries.

### OVERSEAS CONTRACTS:

Special conditions apply for overseas contracts

### LAW:

The Contract between the Company and the Customer for the supply of goods or services which includes these conditions shall be governed and construed and shall take effect in accordance with the laws of England.