

**Thermotex Engineering Limited**  
**Standard Terms and Conditions of Sale**

Revision 1.01, Updated 20/02/14

1) Acceptance

Unless previously withdrawn, the Company's proposals are open for acceptance within either:

- (a) The validity period stated in such proposals or
- (b) In the absence of such period within 30 days only from the date of any such proposals.

It shall be sufficient in the event of the withdrawal of the Company's proposals that such withdrawals shall be drawn to the attention of the Purchaser by either telephone communication, email, or in writing.

2) Delivery

The place of delivery is Ex Works the Company's place of business, unless otherwise agreed in the specific Purchase Order. The time for delivery of products and/or services is caused by instruction or lack of instructions from the Purchaser or by any industrial dispute or any circumstances beyond the Company's reasonable control and in any event it is agreed that time for delivery shall not be of the essence.

3) Risk of Loss or Damage

The risk of loss or damage to the products shall pass to the Purchaser on despatch by the Company, or upon physical possession of the products by the Purchaser, whichever is appropriate to the specific Purchase Order. If the products are lost or damaged in transit the Purchaser must notify the Carrier and the Company within three days of receipt of the products or in the case of non-delivery within 14 days of the date of the Company's advice note.

4) Prices and Terms of Payment

(a) Prices are subject to correction against error. The prices of products and/or services will be those ruling at the date of acknowledgment of the specific Purchase Order.

(b) Payment terms shall be as agreed by the Company in the Purchaser's credit terms statement, or otherwise payment shall be pro-forma.

(c) All payments shall be made in the currency of the specific Purchase Order. If the Purchaser delays in making its payment to the Company, the Company shall after reasonable notice in writing to the Purchaser of its intention to invoke this sub-clause be entitled to interest on the sum due from the time fixed for payment as above at the rate of 2% per month or such other interest as may be notified by the Purchaser.

5) Taxes

The amount of any and all present or future taxes or other government charges upon the production shipment or sale of the products and/or services shall be added to the price paid by the Purchaser notwithstanding any of the provisions of Clause 4 hereof.

6) Health and Safety at Work Act

The Company having taken all reasonable practicable steps to comply with the requirements of the Health & Safety at Work Act 1974, the Purchaser undertakes to ensure that all the products supplied by Thermotex are properly used and further to ensure that the installation and operations of such products at the place of work should be safe and without risk to health. It is further agreed that the Purchaser's written acceptance of the Company's proposals as provided by Clause 1 hereof shall be deemed in the absence of a specific undertaking to incorporate an undertaking by the Purchaser to take specific steps sufficient for the purposes of the said Act to ensure so far as it is reasonably practicable that the products will be safe and without risk to health when properly used.

7) Warranties

7.1 Subject to these conditions, the Company warrants that the products will correspond with their Specification and will be free from defects in material and workmanship for a period of 12 months from the date of installation or 12 months from the date of delivery, whichever is the first to expire.

7.2 The above warranty is given by the Company subject to the following conditions:

7.2.1 the Company shall be under no liability in respect of any defect in the products arising from any drawing, design or specification supplied by the Purchaser;

7.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the products without the Company's approval;

7.2.3 the Company shall be under no liability under the warranty (or any warranty, condition or guarantee) until the total price of the products and/or services has been paid

7.2.4 the above warranty does not extend to parts, materials or products not manufactured by the Company, in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company

7.3 Subject as expressly provided in the Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by the law

7.4 Any claim by the Purchaser which is based on any defect in the quality or condition of the products and/or services or their failure to correspond with specification shall be notified to the Company in writing within 14 days from the date of delivery or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect, and within the warranty period. If the Purchaser does not notify the Company accordingly, the Purchaser shall not be entitled to reject the products and/or services and the Company shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the price as if the products and/or services had been delivered in accordance with the Contract.

7.5 Where any valid claim in respect of any of the products which is based on any defect in the quality or condition of the products or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the products, or the part in question, free of charge or, at the Company's sole discretion, refund to the Purchaser the price of the products, or a proportionate part of the price, but the Company shall have no further liability to the Purchaser.

7.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Purchaser by reason of any representation, 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 or otherwise, costs, expenses or other claims for consequential compensation whatsoever, whether caused by negligence of the Company, its employees or agents or otherwise, which arise out of or in connection with the supply of the products or their use or resale by the Purchaser, except as expressly provided in these Conditions.

7.7 The Company shall not be liable to the Purchaser 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 Company's obligations in relation to the products and /or services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

7.7.1 Act of God, explosion, flood, tempest, fire or accident;

7.7.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

7.7.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on part of any governmental, parliamentary or local authority;

7.7.4 import or export regulations or embargoes;

7.7.5 strikes, lock-outs or other industrial actions or trade disputes, whether involving employees of the Company or of a third party;

7.7.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

7.7.7 power failure or breakdown in machinery

8) Patents

The Company will indemnify the Purchaser against any claim for alleged infringement of any patents of the United Kingdom or the Republic of Ireland by the normal use or possession of any part of the products provided that the Company is given immediate and complete control of any such claim, that the Purchaser does not prejudice in any manner the Company's Conduct of such claim and that the alleged infringement does not arise from the Company following any instruction given by or on behalf of the Purchaser and is not based upon the use of the products in combination with any products or devices not made by the Company. If in such event a final injunction is obtained in any such claim the Company shall at its option procure for the Purchaser the right to continue to use the products or modify the products so that it becomes non-infringing.

9) Drawings and Specifications

All data sheets, specifications, illustrations, drawings and other particulars supplied are as accurate as possible, but none of these form part of the contract between the parties. Certified outline drawings will be supplied on request.

10) Extra Charges

If for any reason the Purchaser requests the Company to provide labour or services outside normal working hours, any overtime or other additional expenses occasioned thereby shall be paid by the Purchaser unless specifically provided for in the specific Purchase Order. The Company reserves the right to levy a charge for any additional inspection or release certification requested by the Purchaser.

11) Title

It is expressly agreed by the parties thereto that title to the products supplied in accordance with the terms hereof shall remain that of the Company until the Company has received payment of all money due hereunder including any interest falling due in accordance with the provisions of Clause 4 hereof.

12) Entire Agreement

The terms and conditions of the specific Purchase Order constitute the entire agreement in relation to the sale of all products and/or services and no modification or waiver thereof shall be valid unless made in writing expressly for the purpose and signed by an authorised officer or representative of the Company and of the Purchaser.

13) Law

The construction or validity and performance of this agreement shall be governed by the Laws of England.



**Thermotex Engineering Ltd**, 1a Broom Business Park, Broom Bank Road, Chesterfield S41 9QG  
T: +44 (0) 1246 453 769 F: +44 (0) 1246 454 988 E: info@thermotex.co.uk W: [www.thermotex.co.uk](http://www.thermotex.co.uk)