



UNDERFLOOR
HEATING



HEAT
PUMPS



SOLAR
THERMAL

Nu-Heat
UNDERFLOOR & RENEWABLES

Information sheet

Nu-Heat UK Limited Terms and Conditions

NU-HEAT UK LIMITED

Company No. 3131852 VAT No. GB156722794

1. DEFINITION

"Company" means Nu-Heat U.K Limited of Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon EX14 1SD.

"Conditions" means the standard conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Company and the Customer.

"Contract" means the contract for the sale and purchase of the Products.

"Customer" means either a business ("Business") or an individual ("Individual") contracting with the Company.

"The Products" means the products (including any instalment of the products or any parts for them) which the Company is to supply in accordance with these Conditions.

"The Quotation" means the quotation document produced by the Company detailing, amongst others, one or more of the system specification, quoted price, product details and further notes.

"Renewables" means Heat Pumps and Solar Thermal Products. "Retention" means the sum referred to as such, if applicable, in the Quotation.

"Writing" and any similar expression, includes a facsimile transmission, email, and other comparable means of communication.

2. APPLICATION

(a) THE Company's Conditions are set out below to the exclusion of all other conditions, and shall be incorporated in every offer, quotation, acceptance and the Contract for the sale or supply of Products or services by the Company. No addition to, or variation of these Conditions will bind the Company unless it is specifically agreed in writing and signed by a Director of the Company. No agent or person employed by, or under contract with the Company has any authority to alter or vary in any way these Conditions except as stated above.

(b) IF these Conditions are so varied then, subject to the express terms of that variation, these Conditions shall continue to apply as if that variation were incorporated in this Contract. If any document placing an order on the Company includes or refers to other conditions of contract then no account shall be taken of such other conditions.

(c) ANY typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company

3. ACCEPTANCE OF ORDERS

(a) NO Contract shall come into existence until the Company accepts the Customer's order in Writing.

(b) THE Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order submitted by the Customer, and for giving the Company any necessary information relating to the Products within a sufficient time to enable the Company to perform the Contract.

(c) ANY discrepancies contained in the Quotation must be notified in writing to the Company within seven days or the Company will be entitled to assume that all details contained therein are a correct and accurate interpretation of the Customer's requirements.

(In addition, Sections (d) to (g) below are for Individuals only) (d) In addition to rights in relation to Defective Products in section 9 below, an Individual may also have cancellation rights simply as a result of a change of mind as set out in (e) and (f) below.

(e) For Renewables, an Individual may cancel the Contract without penalty within 14 days of signing the Contract by completing and sending the cancellation form. The Company will refund any money paid by the Individual prior to the

cancellation within 14 days of such cancellation.

(f) In addition, for most Products bought online, an Individual may, within 14 days of receiving the Products, change his or her mind and receive a refund of any money paid, by completing and sending the cancellation form. This right does not though apply to:

(i) Products made to the Individual's measurements such as Underfloor Heating

(ii) Products which have been installed and cannot be removed intact.

(g) The Company will collect the Products referred to in (f) above, though:

(i) may reduce the refund of the price paid by the Individual to reflect the direct cost to the Company of collecting the Products;

(ii) may reduce the refund of the price paid by the Individual to reflect any reduction in the value of the Products caused by the Individual's handling of them; and

(iii) deduct from any refund any installation costs incurred up to the time the Individual returns the cancellation form.

(In addition, Section (h) below is for Businesses only)

(h) AFTER the Company shall have acknowledged the Business's order the Business shall not be entitled to cancel the Contract (or any parts thereof) without the Written agreement of the Company and the Business undertakes forthwith to pay the fair and reasonable cost of any or all work actually carried out by the Company prior to the date of such cancellation.

4. COMPANY SPECIFICATIONS

ALL descriptions, specifications, drawings and particulars of layouts and dimensions submitted by the Company are to be deemed approximate only, and descriptions and illustrations in the Company's catalogues, price lists and other advertising matter shall not form any part of a Contract.

5. PRICES AND CHARGES

(a) UNTIL an order has become binding on the Company all prices are subject to change without prior notice.

(b) THE price of the Products shall be the Company's quoted price. Prices quoted are exclusive of VAT (unless otherwise stated).

(c) AFTER an order has become binding on the Company, all prices are subject to increase to reflect variations from time to time in costs which are due to any factor beyond the control of the Company (including without limitation, costs of materials, labour, transport and any tax, fee or charge imposed by the Government or other authority) or any change in delivery dates, quantities or specifications for the Products which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions. (In addition, Section (d) below is for Individuals only)

(d) For price increases in 5(c) above due to any factor beyond the control of the Company, the Individual shall be entitled to cancel the Contract without charge before the change comes into effect.

6. INVOICES AND PAYMENT

(a) A deposit representing up to 20% of the total purchase price may be taken by the Company if and as set out in the Quotation ("the Deposit") and shall be payable by the Customer when placing an order. Payment of the Deposit may be made by credit card, debit card or cheque and must always be made by credit card for the purchase of Renewables.

(b) UNLESS otherwise deemed by the Company or stated in Writing the total invoice amount is payable prior to delivery of the Products, subject to any Retention unless and until it becomes due, and in any event within 30 days of the Company's invoice ("the Due Date") and in no circumstances shall the Customer be entitled to make a deduction or withhold payment for any reason at all.

(c) Any Retention detailed on the Quotation shall become due and payable upon completion of commissioning following installation of the Products or, if commissioning is delayed due to an act or omission of the Customer, when commissioning would otherwise have been completed.

(d) IF the Customer defaults in payment the Company may, in addition to exercising rights as above, and without prejudice to any other right or remedy available to the Company cancel the Contract and cancel any other orders received from the Customer.

(e) TIME for payment shall be of the essence of the Contract. After the Due Date interest will, at the discretion of the Company, be chargeable at a rate not greater than 5% above the base rate of Lloyds Bank Plc from time to time ("the Base Rate"), calculated from the date payment was due until and including the date of actual payment. If any invoice is not paid on the Due Date all other invoices rendered by the Company shall thereupon be deemed due and immediately become payable in full. In addition, any discount given to the Customer may be withdrawn.

(f) IF the Customer issues a cheque which is not honoured on presentation or if the Company deems it necessary to arrange the special presentation of a cheque the Company reserves the right to debit the Customer with the cost of doing so.

(g) THE Company reserves the right to require the Customer to pay for all or part of the Products on or before dispatch of the Products.

(h) THE Company may appropriate any payment made by the Customer to such of the Products (or products supplied under any other contract between the Company and the Customer) as the Company may see fit.

7. DELIVERY OF PRODUCTS AND SERVICES

(a) DELIVERY of the Products shall be made by the Company delivering the Products at the time and the place notified by the Customer or if the Customer wrongfully fails to take delivery of the Products, the time when the Company has tendered delivery of the Products. Where Products are sent to a destination outside the United Kingdom, the provisions of INCOTERMS shall apply.

(b) ANY time or date specified by the Company as the time at which or date on which the Products will be delivered or installation or commissioning services provided is given and intended as an estimate only and the Company shall not be liable for any loss, damage or expense howsoever arising from any delay in delivery:

(i) (for Businesses) howsoever caused, as the time for delivery or provision shall not be of the essence unless previously agreed by the Company in Writing, or

(ii) (for Individuals) as a result of an event outside of the Company's control, provided the Company has taken steps to minimise the effect of the delay. If there is a risk of substantial delay, the Individual may cancel the Contract and receive a refund for any Products paid for but not received.

(c) The Products may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

(d) THE Company reserves the right to make delivery by instalments unless otherwise expressly stipulated in the Contract, and these Conditions shall apply to each instalment delivery and any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

(e) IF the Company failed to deliver the Products (or any instalment) for any reason other than any cause beyond the Company's reasonable control, or the Customer's fault, and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the excess (if any) of a cost to the Customer (in the cheapest available market) of



Online
www.nu-heat.co.uk



Freephone
0800 731 1976 or 01404 549770

similar products to replace those not delivered over the price of the Products.

(f) If the Customer fails to take delivery of the Products or fails to give the Company adequate delivery instructions at the time stated for delivery, then, without limiting any other right or remedy available to the Company, the Company may:

(i) Store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance of storage); or

(ii) Sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

(g) THE mode of transport shall be at the Company's discretion. For deliveries outside mainland Great Britain, the Company shall be entitled to charge all additional delivery costs to the Customer's account.

8. INSPECTION OF PRODUCTS DELIVERED

DELIVERED Products must be carefully examined on arrival at the Customer's premises, and acceptance thereof duly signed for by the Customer or his appointed agent will be deemed to constitute acceptance by the Customer of the Products in good condition and conformity in all respects with the order.

9. DEFECTIVE PRODUCTS

(a) SUBJECT to the exclusions set out in (b) below, the Company warrants that the Products will, at the time of delivery, correspond with their specification and be free from defects in material and workmanship.

(b) In addition to the warranty in 9(a), the Company may provide additional warranties or guarantees on certain Products, details of which will be included in the Quotation.

(c) THE warranties given in 9(a) and referred to in 9(b) by the Company are subject to the following conditions:

(i) 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 Customer;

(ii) THE Company shall be under no liability in respect of any defect arising from fair wear or 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;

(iii) THE Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products has not been paid by the Due Date for payment;

(iv) THE above warranties do not extend to parts, materials or other equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company or any warranty or guarantee the Company has provided in relation to the same, details of which will be included in the Quotation.

(d) THE Customer shall not be entitled to withhold payment by reason of an alleged minor defect.

In addition, Sections (d) to (g) below are for Businesses only

(e) A claim by a Business which is based on any defect in the quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by the Business) be notified to the Company within seven 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 or failure. If delivery is not refused, and the Business does not notify the Company accordingly, the Business shall not be entitled to reject the Products and the Company shall have no liability for such defect or failure, and the Business shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.

(f) WHERE Products are returned by the Business and accepted as defective by the Company, the Company shall at its option either repair or replace such Products without cost to the Business or provide a credit therefore. The Business shall not be entitled to make any claim in respect of such Products for work done thereon, transport costs, loss of profit on resale or in respect of any claim, loss, damage or expense whatsoever other than replacement cost.

(g) EXCEPT as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded.

(h) EXCEPT in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Business, by reason of any representation, or any implied warranty, condition or other term, or any duty at common law 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 (and whether caused by the negligence of the Company or 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 Business, except as expressly provided in these Conditions.

In addition, sections (h) to (i) are for Individuals only

(i) Up to 30 days after the later of the Individual paying for the Products, or the delivery or collection or installation (where the Company or its subcontractor is to carry out installation) of the Products, if the Products are accepted as defective by the Company, the Individual will be entitled to refuse delivery and to a full refund of the price paid. Alternatively the Individual will be entitled to repair or replacement of the defective Products and, if that is not possible, be entitled to refuse delivery and to a full refund of the price paid within 6 months from delivery or installation (where the Company or its subcontractor is to carry out installation).

(j) The statutory rights of the Individual are not affected by these Conditions.

10. RISK AND PROPERTY

(a) RISK of damage to or loss of the Products shall pass to the Customer:

(i) in the case of Products to be collected at the Company's premises,

- (for Businesses) at the time when the Company notifies the Business that the Products are available for collection;

- (for Individuals) at the time the Individual collects the Products;

or

(ii) in the case of Products to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Products, the time when the Company has tendered delivery of the Products.

(b) NOTWITHSTANDING delivery and the passing of risk in the Products, or any other provision of these Conditions, the property in the Products shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Products and all other products agreed to be sold by the Company to the Customer for which payment is then due.

(c) UNTIL such time as the property in the Products passes to the Customer, the Customer shall hold the Products as the Company's fiduciary agent and bailee, and shall keep the Products separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property, but the Customer shall be entitled to re-sell or use the Products in the ordinary course of its business.

(d) UNTIL such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Products to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.

(e) THE Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

11. INSTALLATION AND OTHER WORKS

(a) WHERE the Company provides installation work through its subcontractor, or advice to the Customer, it warrants that such work shall be done or such advice given with reasonable skill and care.

(b) THE Company does not accept liability for any action or omission on the part of any other installer or other contractor with whom the Customer contracts directly, whether or not part of a referral scheme operated by the Company.

(c) IT is the responsibility of the Customer to obtain any required planning permission and to ensure that the work to be undertaken complies with building regulations including any local building code.

(d) IT is the responsibility of the Customer to ensure suitable site access and parking for any installation or commissioning work and to provide a safe area as required as an owner or occupier of the site.

(e) THE Company shall not be liable in respect of any waste or damage to or interference with any water supply whether public or private whether under the Environmental Protection Act 1990, the Water Industries Act 1991, the Water Resources Act 1991 or otherwise in connection with the supply or installation of Products and it shall be the Customer's responsibility to ensure that any reasonable requirements

in respect of water supplies and the presence on land of waste are complied with fully. If a claim is made against the Company under any of the foregoing legislation then, if the Customer is a Business, the Business shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with the claim.

12. EVENTS BEYOND THE COMPANY'S CONTROL

THE Company shall not be liable to the Customer to the extent that fulfilment of its obligation to the Customer has been prevented, hindered or delayed by an event beyond the Company's control.

(The following paragraph is for Businesses only)

Without limiting the generality of the foregoing, the Company shall be entitled to cancel delivery in whole or in part to a Business when it is delayed in or prevented from making delivering by any cause beyond the Company's control and the Company shall not be bound to obtain in the market products with which to replace products delivery of which has been cancelled as a result of any said events.

For delayed delivery to Individuals, please see 7(b) above.

13. INTELLECTUAL PROPERTY – FOR BUSINESSES ONLY

Where a Business provides drawings, designs, models or specifications for the purpose of enabling the Company to fulfil the Contract, the Business shall indemnify the Company against all actions, claims, costs, damages or losses arising from any infringement of letters patent, design, trade mark or copyright protected by law in respect of such drawings, models or specifications or any Products made or supplied by the Company in compliance therewith.

14. MODIFICATIONS

THE Company reserves the right to undertake such modifications or improvements to any of its Products as shall be deemed necessary from time to time without any prior notification and such modifications or improvements shall not entitle the Customer to reject the Products so improved or modified or any products previously supplied to the Customer prior to the modification or improvement being effected.

15. MISCELLANEOUS

(a) A person who is not a party to the Contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

(b) THE validity, construction, and performance of this contract shall be governed by the Law of England and be within the exclusive jurisdiction of the English Courts.

(c) ANY notice relating to these Conditions shall be in writing and may be served or delivered to the party to be served in the case of a Company at its registered office and in the case of an individual at his address notified in writing to the other party from time to time and notices sent by first class delivery mail shall be deemed to have been delivered seventy-two hours after posting and proof of due posting shall be sufficient evidence of delivery.

(d) THE headings of these Conditions are for ease of reference only and do not affect their construction and nor do they limit their scope.

(e) THE singular, where appropriate includes the plural and vice versa.

(f) IF any provision of these Conditions is held by any competent authority 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.

(g) NO waiver by the Company of any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

(h) IF the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation or if the company reasonably apprehends that such event is about to occur and notifies the Customer accordingly, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract and to suspend any further deliveries under the Contract and if the Products have been delivered but not paid for, payment shall become immediately due notwithstanding any previous agreement or arrangement to the contrary.

(i) THE Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

