

HEATING PLUMBING SUPPLIES LTD.

CONDITIONS OF SALE

Unless otherwise agreed in writing the following Conditions will govern our relationship in supplying goods ordered from us notwithstanding anything to the contrary in customer documentation. No variations will be effective unless expressly agreed to in writing. The benefits and guarantee offered under this contract are those provided to us by our suppliers.

1. DELIVERY DATE

Whilst every effort will be made to comply with delivery dates requested by customers we accept no liability whatsoever arising from any late or nondelivery of goods.

2. PRICES AND QUOTATIONS

Unless otherwise specifically stated all prices quoted are subject to variation without notice and those chargeable will be those ruling on date of despatch. Any obvious clerical errors in quotations and/or invoices are subject to correction.

3. ACCOUNTS

Approved credit accounts are opened on a strictly NETT monthly account basis. In the case of all credit sales payment is due no later than the last day of the month following the month of delivery. We reserve the right to refuse delivery and to charge interest of 2% above Barclays Bank PLC day to day Base Rate per month on any overdue accounts.

4. DAMAGE AND SHORTAGE

All goods should be inspected on receipt and any damage or shortage noted on the acceptance note or notified to us in writing within 24 hours of delivery. If no such notification is made then the customer is deemed to have accepted the goods as complying in all respects with his order.

5. DEFECTIVE GOODS

Admitted defective goods will be replaced free of charge during the period of the Manufacturer's warranty (if any) but all such goods must be returned to us and we shall be under no liability save for such warranty. Without prejudice to any other exceptions of liability hereunder, under no circumstances will:

- (a) we be under any liability whatsoever for any consequential loss or damage claimed or suffered by the customer and
- (b) our liability in respect of goods ordered exceed the invoiced value of those goods to the customer.

6. RETURN OF GOODS

Goods will be accepted for return only with our prior agreement and against our 'acceptance of return' documentation. In the absence of such agreement, drivers have no authority to accept goods for return. We are unable to accept return of any goods which have been specially obtained from the manufacturers and that fall outside of our normal stock range.

7. TITLE OF GOODS

Risk of loss or damage to goods shall lie with the customer from the time goods are collected from our premises or from the time of delivery to the customer's address but title to any such goods shall not pass until payment is made to us in full save that the customer may resell the goods to third parties in the normal course of business as principal and not as our agent and in this event shall hold the proceeds of resale in trust for us.

8. APPLICATION INSTRUCTIONS

All recommendations, instructions and advice given by us or by our representatives as to the use, storage or application of goods are given without liability on the part of the Company or its representatives.

9. FORCE MAJEURE

We reserve the right to cancel or suspend any agreement with the customer for the delivery of goods without liability on our part if we are prevented from obtaining and/or supplying goods by reason of any matter beyond our reasonable control.

10. HEALTH AND SAFETY

Some products supplied by us could cause health and safety risks. Information on these products is available from us. You agree that you will ensure compliance as far as possible by your employees and customers with any instructions given by the manufacturer or us regarding health and safety and will take any other precautions, with regard to the nature of the goods that are necessary to protect the health and safety of person(s) handling, using or disposing of them.

11. MEASURES

We may supply goods in either metric or imperial measure in the nearest equivalent to that ordered. Goods may be charged in metric measure allowing for conversion.