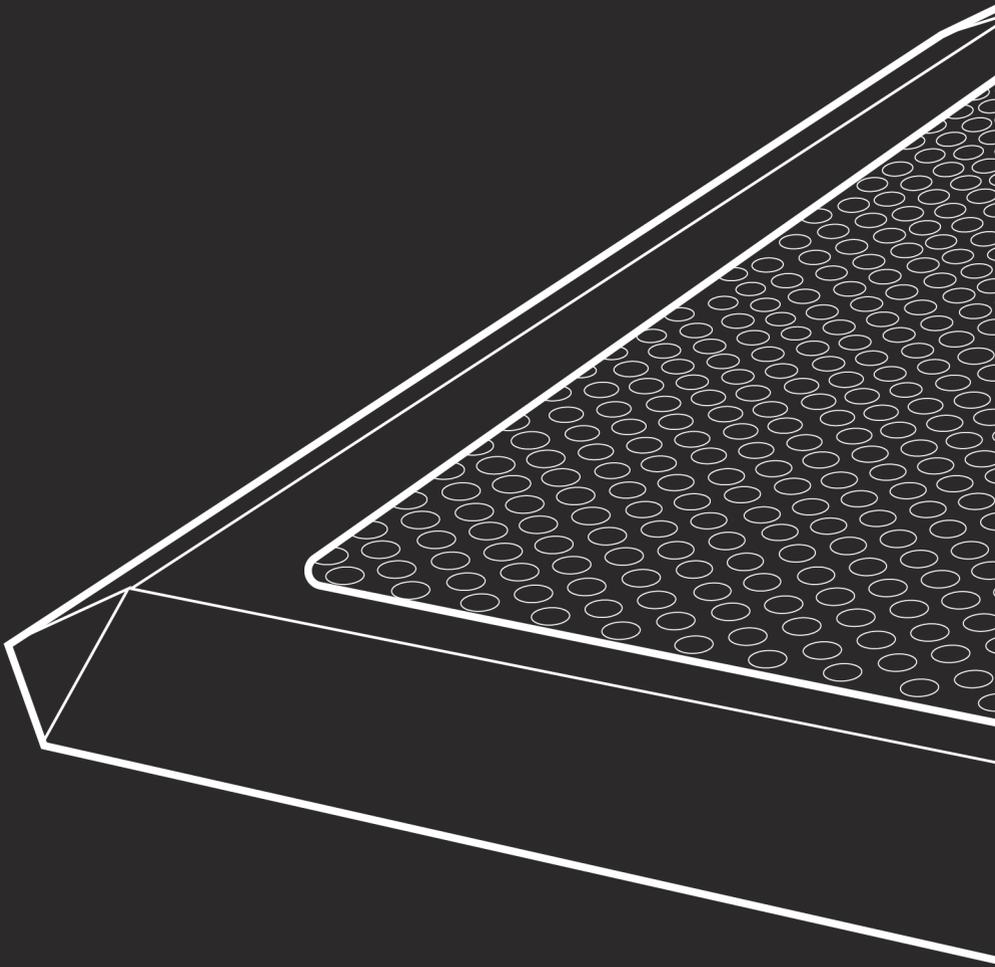


WarmTronics



FLOOR MAT

INSTRUCTIONS FOR USE

WarmTronics

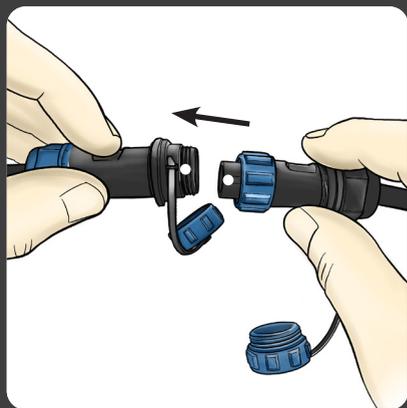
The WarmTronics Heat Mat is a low voltage portable heater, designed and manufactured in the UK. Included is a WarmTronics Heat Mat and WarmTronics Power Supply Unit that plugs directly into a 230-240V standard UK socket. The WarmTronics Heat Mat will reach its set working temperature within 15 minutes of being powered on.

Please see our 'Easy Start Guide' in the Video section of our website:
www.WarmTronics.com

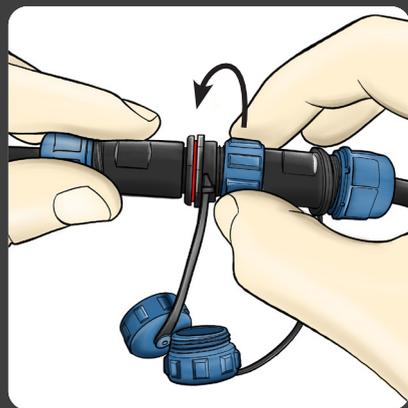
Please Note: Before utilising the product, the user should determine the suitability of the product for its intended use. WarmTronics Ltd expressly disclaims the implied warranties and conditions of merchantability and fitness for a particular purpose. In no case shall WarmTronics Ltd be liable under any legal theory, including but not limited to contract or strict liability, for any direct, indirect special, incidental or consequential damages resulting from product use.

INSTRUCTIONS FOR USE

FOR WTHM_01: THREE TEMPERATURE SETTINGS



1) Connect the Power Supply to the mat by unscrewing the connector end caps, aligning the white dots, and pushing together.



2) Screw the blue nut over the connectors to secure. Connect the white socket to the black power supply unit and 'click' into place.



3) Position the mat on a flat floor and plug in the unit. A blue light will appear when power is on and ready for use.



4) Press once for low heat, twice for medium heat, and three times for high heat.

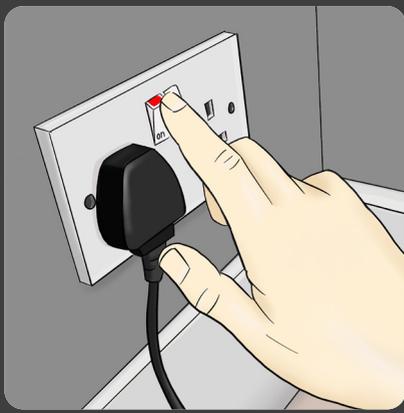


5) Stand on the mat. To switch the heat off, press a 4th time, or until a single blue light remains.

When not in use, switch off at the mains socket.



6) To lift the mat, place 2-3 fingers under the central slot on the metalwork edge and lift upwards.



When not in use, we would recommend switching off at the Plug.



Removing the White Connector from the Power Supply Unit:

The white connector requires pressure at the top to release it. In the photo we use a small screwdriver.

WarmTronics

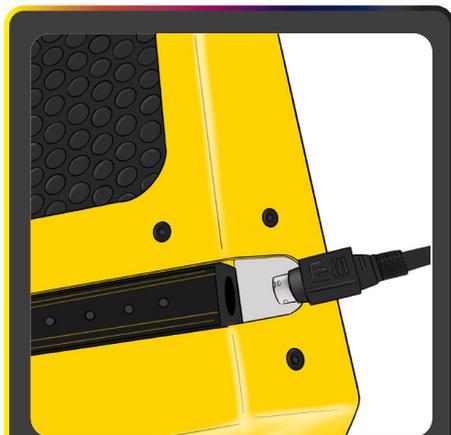
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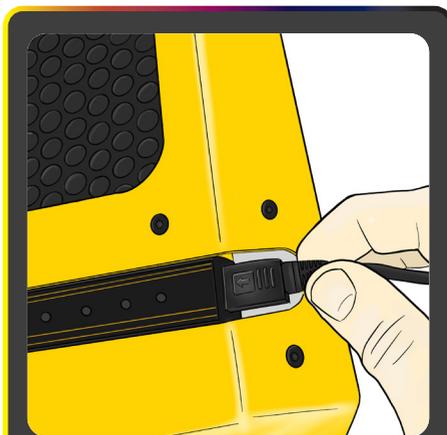
Please Note: Before utilising the product, the user should determine the suitability of the product for its intended use. WarmTronics Ltd expressly disclaims the implied warranties and conditions of merchantability and fitness for a particular purpose. In no case shall WarmTronics Ltd be liable under any legal theory, including but not limited to contract or strict liability, for any direct, indirect special, incidental or consequential damages resulting from product use.

INSTRUCTIONS FOR USE

FOR WTHM_02: ONE TEMPERATURE SETTING



1) Connect the Power Supply to the mat by inserting the connector into the switch control unit. Connect the white socket to the black power supply unit and 'click' into place.



2) Connector will 'click' into the switch control unit. For disconnection, see Page 6.



3) Position the mat on a flat floor and plug in the unit.



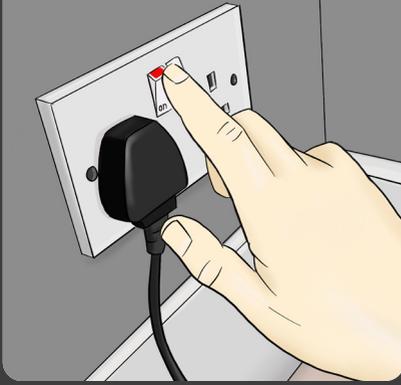
4) Press Once to turn the heat mat On, which will light up 4 yellow lights.



5) Stand on the mat. To Turn Off, press again and no lights will show. **When not in use, switch off at the mains socket.**



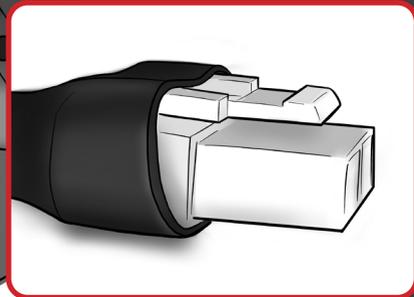
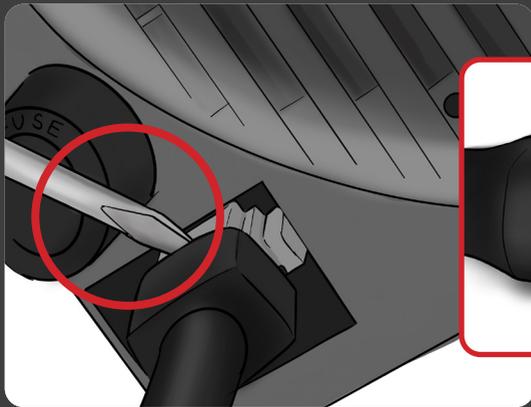
6) To lift the mat, place 2-3 fingers under the central slot on the metalwork edge and lift upwards.



When not in use, we would recommend switching off at the Plug.



Removing the Black Connector from the Heat Mat: To disconnect the cable from the heat mat, the black end has a spring to pull back and release the connector.



Removing the White Connector from the Power Supply Unit: The white connector requires pressure at the top to release it. In the image we use a small screwdriver.

IMPORTANT SAFETY PRECAUTIONS

READ THESE INSTRUCTIONS CAREFULLY AND RETAIN FOR FUTURE REFERENCE.

Failure to observe these instructions will invalidate the warranty. Do not disassemble. No user-serviceable parts inside.

Children should be supervised to ensure that they do not play with the appliance.

WARNING

TO REDUCE THE RISK OF FIRE, ELECTRIC SHOCK OR INJURY:

1. This appliance must be disconnected from its power source during installation or service activities and when replacing.
2. In order to avoid overheating and potential fire hazard, DO NOT cover the heater under any circumstances. DO NOT locate the heater within 0.3m of any flammable materials.
3. **DO NOT operate the heater if the cord or plug is damaged or after the heater malfunctions, or if it has been dropped or damaged in any manner. Check each heater for damage before installation. Make sure that the heater itself, the plug and the cable are free of any visible signs of damage.** The supply cord cannot be replaced. If the cord is damaged the appliance must be scrapped in accordance with the local Waste Electrical Equipment regulations.
4. Handle carefully and avoid stressing the metalwork mechanically. Do not use the heater if the metalwork, electrical controls or rubber topping is damaged. Disconnect the heater and do not put it into operation again. Dispose of the unit in accordance with the local Waste Electrical Equipment regulations.
5. This heater must only be used for the heating of people. The heater is not to be used by children or persons that are pregnant, suffer from medical conditions such as blood clotting or blood circulation issues, or with reduced physical, sensory or mental capabilities, or lack of experience or knowledge. Children should be kept away and should not be left unsupervised around the unit

6. All operators should only switch on/off the appliance provided that it has been placed or installed in its intended operating position in accordance with these instructions. Children must not plug in, switch on or regulate the appliance or perform user maintenance including cleaning.
7. **IMPORTANT:** The WarmTronics Heat Mat is designed for use with an AC voltage between 230-240 volts, 50/60 Hz. The Heat Mat is **only** to be used with the detachable Power Supply Unit provided with the appliance. The PSU must be SELV.
8. **IMPORTANT: The heater must be mounted on a non-flammable surface.** We would recommend adding protective pads or substrate between the heater and the flooring. This is to prevent any flooring damage or scratches, and to prevent the heater from sliding or slipping around on the floor. Ensure the heater is securely mounted before use.

SAVE THESE INSTRUCTIONS.

WATER INGRESS PROTECTION:

Do not install near a water source. If water is spilt on the heater, disconnect the heater and do not put it into operation again. Dispose of the unit in accordance with the local Waste Electrical Equipment regulations. WarmTronics Ltd shall not be liable for any loss, damage or injury caused or resulting from inadequate fitting or incorrect placement of heaters close to water sources.

POSITIONING:

This heater heats objects by transferring energy directly from the heater into the object or user. Therefore, consider placing the heater where it will not be immediately obstructed by objects like furniture or where it cannot effectively radiate out.

The heater must not be located immediately below a socket-outlet. Ensure the heater is placed on a flat surface. Ensure the heater and its cables are not causing a trip hazard. Do not use this heater in the immediate surroundings of a bath, a shower or a swimming pool. **Use this heater on a horizontal and stable surface. We would recommend**

mounting the Power Supply Unit off the floor and in a safe location, where it won't be damaged

WARNING: Do not use this heater in small rooms when they are occupied by persons not capable of leaving the room on their own, unless constant supervision is provided.

WARNING: To reduce the risk of fire, keep textiles, curtains, or any other flammable material a minimum distance of 1m from the air outlet.

WarmTronics Ltd shall not be liable for any loss, damage or injury caused or resulting from inadequate positioning. *We would recommend adding protective pads or substrate between the heater and the flooring.* This is to prevent any flooring damage or scratches, and to prevent the heater from sliding or slipping around on the floor. Ensure the heater is securely mounted before use. WarmTronics Ltd shall not be liable for any loss or damage to the flooring it is positioned on. WarmTronics Ltd shall not be liable for any loss, damage or injury from not securely mounting the heater

INSTALLATION:

Installation should only be carried out in accordance with your Health and Safety officer's recommendations. WarmTronics Ltd shall not be liable for any loss, damage or injury caused or resulting from inadequate installation.

CAUTION:

1. Ensure mains power is OFF before commencing an installation involving fixed wiring.
2. Ensure that the power cable is not coiled or in the way of any moving objects
3. DO NOT drill through the heater as this will cause irreparable damage and is also dangerous.
4. DO NOT connect a heater that is damaged in any manner to the power network.
5. DO NOT place a chair on the heater or any objects other than the single user.
6. DO NOT use heels, spikes or other footwear or product that may piece the rubber of the heater.
7. WarmTronics do not take responsibility for any injuries or strain caused by carrying or using the product.

8. WarmTronics Ltd will not assume liability for consequential loss however caused.

MAINTENANCE AND REPAIR:

The heat mat must be installed, uninstalled, cleaned or transported only when cold.

CLEANING:

1. Before attempting to clean the heater, unplug the heater, isolate the unit from the electrical supply and allow it to completely cool down.
2. DO NOT immerse the heater in water or splash water onto it.
3. Clean the heater with a damp cloth. When clean, dry the surfaces with a dry cloth.
4. DO NOT apply abrasive materials, solvents or solvent wipes to the surface as this can cause irreparable damage. Wait until the unit is completely dry before use.

REPAIR:

DO NOT attempt to repair or adjust any electrical or mechanical functions on this unit. Doing so will void your warranty. Repairs must only be carried out by WarmTronics Ltd.

DISPOSAL:

The heater is an electrical product and at the end of its working life it should be disposed of in accordance with local regulations

PRODUCT INFORMATION:

Approximate product weight:

- Heat Mat (without PSU): 13.6Kg
- PSU: 3.1 Kg
- TOTAL: ~ 16.7 Kg

Maximum weight limit per mat = 125kg

Product dimensions: 690 x 905 x 27mm

WarmTronics Power Supply:

Input: AC 2-240V, 50/60 Hz, 240W

Output: AC36V, 50/60 Hz, 240W

The socket present on the transformer is to be used with a WarmTronics Heat Mat WTHM01 only. Its output voltage is AC36V. Current rating: 20 A AC, DC max.

Voltage rating: 600 V AC, DC max. (300 V in)

Temperature range: -25° C to +90° C

CONDITIONS OF PURCHASE FOR GOODS

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

1. DEFINITIONS

1.1 In these Conditions:

“**Contract**” means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order;

“**Delivery Date**” means the date on which the Goods are to be delivered to the Purchaser, as specified in the Purchase Order

“**Goods**” means any such goods supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order;

“**Price**” means the price of the Goods as specified in the Purchase Order;

“**Purchaser**” means WarmTronics Ltd

“**Purchase Order**” means the document setting out the Purchaser’s requirements for the Contract;

“**Supplier**” means the person, firm or company who is the supplier of the Goods named in the Purchase Order.

1.2 The headings in these Conditions are for convenience only and shall not affect its construction or interpretation.

2. VARIATION

2.1 These Conditions may only be varied with the written agreement of the Purchaser.

2.2 The Purchaser reserves the right by reasonable notice to the Supplier to vary the Goods detailed in the Purchase Order and any alteration to the Price or delivery date arising by reason of such modification shall be agreed between the parties and evidenced in writing.

2.3 The Contract shall become binding and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order by the

Supplier (either verbally or in writing) or on delivery of the Goods, whichever is the earlier.

3. GOODS

3.1 The Supplier warrants and represents to the Purchaser that the Goods shall:

3.1.1 conform in all respects with any particulars or specification specified in the Purchase Order including any variations;

3.1.2 conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;

3.1.3 be of satisfactory quality and free from defects in materials and workmanship; and

3.1.4 be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Purchase Order.

4. PRICE

4.1 The Supplier shall not increase the Price unless it is validly accepted by the Purchaser and agreed in writing before the execution of the Purchase Order.

4.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties or levies.

4.3 Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment of the Goods delivered under the Purchase Order. The Purchaser undertakes to pay correctly submitted invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Purchaser. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods which are the subject of the Purchase

Order or of the consignment (as appropriate).

4.4 A valid invoice is one that is:

- delivered in timing in accordance with the contract;
- that is for the correct sum;
- in respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
- which quote the relevant purchase order / contract reference (where used)
- which has been delivered to the nominated address .

4.5 The Purchaser specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to the Purchaser from the Supplier.

4.6 The Purchaser shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the Price for Goods supplied in excess of those required by the Purchase Order.

4.7 No payment of or on account of the Price shall constitute any admission by the Purchaser as to proper performance by the Supplier of its obligations under the Contract.

5. DELIVERY

5.1 The Goods shall be delivered to the place named on, and in accordance with, the Purchase Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by the Purchaser or its authorised representative. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever or howsoever arising and the Supplier shall indemnify and keep indemnified the Purchaser and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown may suffer or incur as a result of or in connection with any damage or

injury (including death) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.

5.2 Where any access to the premises is necessary in connection with delivery or installation, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of the Purchaser's Head of Security or other authorised representative.

5.3 The time of delivery shall be of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable the Purchaser (at its option) to release itself from any obligation to accept and pay for the Goods and/or to cancel all or part of the Goods under the Purchase Order, in either case without prejudice to its other rights and remedies.

5.4 The Supplier's failure to effect delivery on the Delivery Date specified shall entitle the Purchaser to purchase substitute Goods and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure.

5.5 Failure by the Purchaser to exercise its options under Conditions 5.3 and/or 5.4 in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.

5.6 If Goods are delivered before the Delivery Date, the Purchaser shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the Delivery Date.

5.7 Unless otherwise stated in the Purchase Order, the Supplier is responsible for obtaining and the cost of all the export and import licences for the Goods, and in the case of the Goods supplied from outside the UK, the Supplier shall ensure that accurate information is provided to the Purchaser as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

6. OWNERSHIP AND RISK

Ownership and risk in the Goods shall without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 below) shall pass to the Purchaser on delivery.

7. DAMAGE IN TRANSIT

7.1 On despatch of any consignment of the Goods, the Supplier shall send to the Purchaser at the address for delivery of the Goods, an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.

7.2 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Purchaser shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that:

7.2.1 in the case of damage to such Goods in transit the Purchaser shall within thirty (30) days of delivery give notice to the Supplier that the Goods have been damaged; and

7.2.2 in the case of non-delivery the Purchaser shall (provided that the Purchaser has been advised of the despatch of the Goods) within ten (10) days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

8. INSPECTION, REJECTION AND GUARANTEE

8.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.

8.2 The Supplier shall permit the Purchaser or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and

assistance free of charge at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.

8.3 The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements in the Contract. Such notice shall be given within a reasonable time after delivery to the Purchaser of the relevant Goods. If the Purchaser rejects any of the Goods pursuant to this Condition 8.3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either:

8.3.1 repair the defective Goods as quickly as possible or (as the Purchaser shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract; or

8.3.2 refund to the Purchaser the Price in respect of the defective Goods.

8.4 The Supplier shall guarantee the Goods for a period of six (6) months from delivery. If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect in its sole discretion) without cost to the Purchaser.

8.5 Any Goods rejected or returned by the Purchaser pursuant to this Condition 8 shall be returned to the Supplier at the Supplier's risk and expense.

9. LABELLING AND PACKAGING

9.1 The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order Number, the net, gross and the weights, details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The Supplier shall indemnify and keep indemnified the Purchaser and/or the Crown (as appropriate) against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 9.1.

9.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.

10. INTELLECTUAL PROPERTY

10.1 Except to the extent that the Goods are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Purchase Order that none of the Goods will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 10.1.

10.2 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("Intellectual Property"):

10.1.1 furnished to or made available to the Supplier by the Purchaser pursuant to the Purchase Order are hereby assigned to and shall remain vested solely in the Purchaser; and

10.1.2 the Supplier shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of the Purchaser, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Purchaser or the Contract in any advertisement without the Purchaser's prior written agreement.

11. HEALTH AND SAFETY

11.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied itself that:

11.1.1 all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same; and

11.1.2 that it has made available to the Purchaser adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.

11.2 In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work etc Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 11.

12. INDEMNITY AND INSURANCE

12.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 above) the Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.

12.2 The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.

12.3 The Supplier shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.

12.4 The Supplier shall be liable under the provisions of the Contract (including Condition 12.1) whether or not it complies with the insurance provisions in this Condition 12.

12.5 Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

13. CONFIDENTIALITY

13.1 The Supplier shall and shall procure that its staff shall keep secret and do not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than as required to be by reason of a breach of this Condition 13 or disclosed by law.

13.2 The provisions of this Condition 13 shall apply during the continuance of the

Contract and after its termination howsoever arising without limitation in time.

13.3 The parties acknowledge that, except for any information which is declared by the Client to fall within one or more of the exceptions in Clause 12.10, the content of this Contract is not Confidential Information. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Client to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

13.4 The Client may, at its sole discretion, redact information from the Contract prior to publishing for one or more of the following reasons:

- (a) national security; (b) personal data;
- (c) information protected by intellectual property law;
- (d) information which is not in the public interest to disclose (e) third party confidential information;
- (f) IT security; or (g) prevention of fraud.

13.5 The Client may consult with the Contractor to inform its decision regarding any redactions but the Client shall have the final decision in its absolute discretion.

13.6 The Contractor shall assist and cooperate with the Client to enable the Client to publish this Contract.

14. TERMINATION

14.1 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.

14.2 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time:-

14.2.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;

14.2.2 a receiver, liquidator,

administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;

14.2.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;

14.2.4 the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;

14.2.5 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.

14.4 Nothing in this Condition 14 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

15. ASSIGNMENT AND SUB-CONTRACTING

15.1 The Supplier shall not without the prior written consent of the Purchaser assign or transfer the benefit or burden of the Contract.

15.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.

15.3 Where the Purchaser enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, it shall cause a clause to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the sub-contract requirement.

16. NOTICES

Any notices to be given under the Contract shall be delivered personally or sent by post or by facsimile transmission to the Services Manager (in the case of the Purchaser) or to the address set out in the Purchase Order (in the case of the Supplier). Any such notice shall be deemed to be served, if delivered personally,

at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

17. THIRD PARTY RIGHTS

The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

18. SEVERABILITY

If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

19. WAIVER

No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

20. LAW AND JURISDICTION

The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts only except that the Purchaser may seek injunctive relief outside such jurisdiction.

WTHM01 & WTHM02 User Manual
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WarmTronics



Manufacturer: WarmTronics Ltd, Suite 7, West Court Offices, Park Lane, Allerton Bywater, Castleford, WF10 2FY. Tested for Safety, EMC & RoHS in 2021 with regulatory body TÜV Rheinland. Product Code: WTHM_01 & WTHM_02

For more information go to: www.warmtronics.com

