

## COMMERCIAL TERMS & INFORMATION

### Registered Address:

Warmtronics Ltd, Suite 7, West Court Offices, Park Lane, Allerton Bywater, Castleford, WF10 2FY

### Delivery

Delivery quoted is our current factory delivery. For up to date delivery Information please check with Warmtronics Customer Service team at time of order placement. Dates may be subject to change depending on material supplies.

### Carriage & Packing

If you wish to collect the goods using your own carrier a packing charge will apply. If you wish us to ship the goods using our own nominated carrier – any freight charges will be advised at time of order acknowledgement / proforma invoice.

### Warranty

6 months from date of invoice, return to factory in Newbury, UK. Please see Page 3 of this information sheet.

### Currency

Payment to be in Pounds Sterling (GBP) unless otherwise agreed. We can accept payment in other currencies and this needs to be agreed prior to order.

### Validity of Quotation

30 days from the date of this quotation unless specified otherwise on the quotation. Orders placed outside of the validity period may be subject to price changes, therefore please always ensure the Warmtronics sales team update your quotation.

### Prices

The prices quoted are based on the full quantity being ordered, delivered and invoiced. We reserve the right to amend pricing should a lesser quantity be ordered.

### Documentation

Documentation is available if required. Please contact [info@warmtronics.com](mailto:info@warmtronics.com) for your requirement and a quotation.

### Spares Statement

For our range of currently available spares, please contact us. For bespoke products, please contact [info@warmtronics.com](mailto:info@warmtronics.com)

### Ordering Procedure

If you wish to proceed with the above, we will require an official purchase order to be e-mailed to us. This purchase order must confirm your order reference number, invoice address, delivery address and your complete order requirements - including any documentation that may be required.

### Payment Terms

Payment in full must be made in advance of collection or delivery.

### Order Cancellation

In the event of cancellation of an order, the following charges will apply:

1. Pre-manufacture = £50 administration charge
2. Manufacture commenced at any stage = 100% of order value

It is typical for manufacture to commence within 1-2 days after PO placement. Warmtronics must be informed in writing of order cancellation, and confirmation of charge will be provided by return.

### Testing & Certification

Details available by contacting: [info@warmtronics.com](mailto:info@warmtronics.com)

### Product Suitability and Application

Please note that in the absence of detailed application data from a client the above product(s) conform to the material / technical /performance data as stated on our website (unless stated otherwise) which is available at any time by request. Due to continued product development by Warmtronics, deviations may occur.

We reserve the right to make changes at any time without consultation. This includes changes which may occur that are outside of our control i.e. currency fluctuations, material surcharges etc. Subject to this the prices are fixed and firm for the validity period shown.

In the event of order placement our terms and conditions prevail – please see page 2, 3 and 4 of this information sheet.

## RETURNS:

### Returning a faulty item:

If you experience a fault, please contact [info@warmtronics.com](mailto:info@warmtronics.com) with details and photographs. We will then arrange a telephone call with you to diagnose the issue.

If it is a product malfunction within the first 6 months, then WarmTronics will arrange for your Heat Mat and associated components to be collected and returned to us for diagnosis and repair. If it can be repaired, we will undertake this work and return it to you, normally within 14 days. If it can't be repaired, we will provide you with a refurbished or new Heat Mat.

If you do not have the original packaging, then WarmTronics will post you an empty box. WarmTronics will supply this service free of charge, unless any damaged components are found.

If it is damage, or after the first 6 months, then we will share the potential repair costs with you. Upon your approval of the potential costs, WarmTronics will arrange for your Heat Mat and associated components to be collected and returned to us for diagnosis and repair. If you do not have the original packaging, then WarmTronics will post you an empty box.

### Returning an unwanted item:

We understand that you may want to return items and by law you have the right to cancel the purchase of most items within 14 days without giving any reason.

#### CUSTOMERS WHO HAVE HAD A DEMONSTRATION, BEFORE PURCHASING:

If you have had a demonstration at your place of business and proceeded with the purchase of our Heat Mats, then the return and refund of an unwanted item is at the discretion of WarmTronics. Please contact [info@warmtronics.com](mailto:info@warmtronics.com).

#### CUSTOMERS WHO HAVE BOUGHT ONLINE, WITHOUT A DEMONSTRATION:

As per your statutory cancellation rights of 14 days, you can return products purchased from WarmTronics, if the products are complete and are in an unused and undamaged condition.

You must contact us on [info@warmtronics.com](mailto:info@warmtronics.com) to arrange for the return of an unwanted product as soon as possible and in any event not later than 14 days of receipt of delivery.

Unless the product is damaged or faulty, you will be responsible for the cost of returning the product.

You must keep the Heat Mat you wish to return in your possession and take reasonable care of it at all times while in your possession. You must not use the Heat Mat (except to the extent reasonably necessary to inspect and examine them). The Heat Mat must be returned in the same condition as they were received.

If the original product packaging is not available, please contact us on [info@warmtronics.com](mailto:info@warmtronics.com) and we can supply the packaging (cost to be confirmed). Please do not use your own packaging, WarmTronics boxes must be used.

We reserve the right to make a deduction from the amount of any refund for loss in value of the Heat Mat or associated components returned where the product show signs of use. If it's in a used condition, such as scratches, dust, dirt, scuffed and/or damaged other than reasonably handling the Heat Mat and associated components, then a deduction will be made. Upon review by WarmTronics, we will contact you to confirm this within 14 days of receipt of the returned item.

### Return address:

Dependant on the specific nature of your return, we will either return the Heat Mat to our factory for diagnosis or assessment, or we will return it to our warehouse to going back into stock. Please contact [info@warmtronics.com](mailto:info@warmtronics.com) to confirm the return address.

## CONDITIONS OF SALE

The following Standard Conditions of Sale shall govern all transactions except as otherwise specifically agreed in writing between the person, firm, company or other organisation to whom the goods are sold ("the Buyer") and Warmtronics Ltd. its successors and assigns ("the Seller").

### 1. Quotations

All quotations and tenders are given by the Seller on condition that the Seller shall not be bound until it has communicated its written acceptance of the Buyer's order.

### 2. Cost Variation

Except where a price is expressly stated to be 'fixed' by the Seller on its written acceptance of the Buyer's order any price quoted by the Seller or comprised in the order or contract is provisional only and the actual price to be paid by the Buyer shall be the Seller's price applicable at the date of despatch.

### 3. Payment

(a) All orders will be treated on a pro forma basis.

(b) In the event that payment is not made within the time stipulated in clause 3(a) above the Seller shall have the right to charge interest at the rate of 5% above the base rate from time to time in force of Santander Bank, London, until such payment is received by the Seller in full.

(c) If the Buyer shall fail to pay any amount when it is due under this or any other contract with the Seller, then the Seller shall have the right (without prejudice to any of its other rights against the Buyer) on notice in writing being given to the Buyer, to treat the purchase price that is unpaid on all goods invoiced or despatched by the Seller as having become forthwith due and payable by the Buyer.

### 4. Value Added Tax

All prices quoted or accepted are exclusive of Value Added Tax ("V.A.T.") and the contract price shall be such prices plus V.A.T.

### 5. Goods of the Contract

The Seller shall not be bound by any oral condition, warranty or representation given or made on its behalf unless confirmed by the Seller in writing, nor by any express or implied term, condition or warranty, whether arising by statute or common law or by usage, or custom, except as expressly provided in writing by the Seller

### 6. Contracts

The Seller shall have the option (without prejudice to any of its other rights against the Buyer) by notice in writing to the Buyer to rescind any contract between the Seller and the Buyer, or to suspend delivery in the following events:

(i) should any sum owing by the Buyer to the Seller be overdue, whether under the same or any other contract;

(ii) should the Buyer be in breach of any term of the same or any other contract with the Seller; or

(iii) should the Buyer enter into any composition, or arrangement with or for the benefit of its creditors, have a receiving order in bankruptcy made against him or (if a corporate body) should it have a resolution passed or a petition presented to wind up its business (other than for the bona fide purpose of amalgamation or reconstruction) or if a receiver is appointed over its undertaking, property or assets or any part thereof, or if in the reasonable opinion of the Seller the Buyer is for any reason unable to pay its debts.

### 7. Delivery

(a) If no time for delivery is specified in the Contract, the Buyer shall be bound to accept the goods when they are ready for delivery by the Seller.

(b) The risk in goods contracted to be sold by the Seller shall pass to the Buyer (or to such person whom the Buyer may reasonably direct) when the goods (or any part thereof when there is more than one delivery under the Contract) leave the Seller's premises. Any complaint of short delivery or of damaged goods in transit must be notified within 24 hours of receipt of goods and confirmed in writing at that time by the Buyer to the Seller and any complaint of failure to deliver the goods invoiced must be so notified within 7 days of the date of invoice.

(c) Where the Contract involves more than one delivery if default is made in payment on the due date, or in respect of any condition hereunder, or in respect of any one delivery, the Seller shall at its option and without prejudice to any rights the Seller may have hereunder or otherwise, be entitled to treat the Contract as repudiated and to claim damages accordingly. For the purposes of this Clause 7 each delivery will constitute a separate contract and any failure or defect in any one delivery will not vitiate the contract in respect of the remaining deliveries.

(d) Any time or date for delivery stated by the Seller is an estimate only and the Seller shall not accept any liability whatsoever for any loss or damage loss of business or profits or any consequential loss howsoever arising whether directly or indirectly from delay or failure of delivery however caused.

### 8. Ownership

The Seller and the Buyer expressly agree that until the Seller has been paid in full (including any interest charged hereunder) for the goods comprised in the Contract that:

(a) the goods comprised in the Contract shall remain the property of the Seller save as provided herein;

(b) the Seller may recover the goods (but excluding any goods ownership of which has already passed to the Buyer subject to these conditions) at any time from the Buyer if in the Buyer's possession or control if the amount outstanding from the Buyer to the Seller in respect of the goods supplied has not been paid in full and for that purpose the Seller, its servants, representatives, and agents may enter upon any land or buildings upon which the goods are situated to recover the goods; provided that if the Seller shall resell the goods so recovered, or any part thereof, the Buyer shall forthwith pass without deduction any proceeds received by him when reselling the goods provided further that the Seller shall give the Buyer credit for any sum received by the Seller in excess of the unpaid price (including any interest charged hereunder) of such goods;

(c) the Buyer may dispose of the goods in the ordinary course of its business as principal (but any warranties, conditions, or representations given or made by the Buyer to any third party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto) and may pass good title in the goods to a third party being a bona fide purchaser for value without notice of the Seller's rights.

(d) if the Buyer incorporates the goods into other products (with the addition of its goods or those of others) or uses such goods as material for other products (with or without such additions) the property in those other products is upon such incorporation or use and by that event transferred to the Seller and the Buyer will store the same for the Seller in a proper manner without charge to the Seller; in the event of such incorporation or use as is envisaged by this sub-clause the provisions of sub-clauses (b) and (c) shall apply mutatis mutandis to those other products in place of the goods; provided that if the Seller shall sell such other products or any part thereof (without being under any duty to obtain the best price therefore) the Seller shall give the Buyer credit for any sum received by the Seller in excess of the unpaid price (including any interest charged hereunder) of such goods. For the avoidance of doubt the Seller shall not be liable for any loss, damage or claim whatsoever arising out of the sale of such products by the Buyer and the Buyer shall keep the Seller fully indemnified and held harmless in respect thereto;

(e) the Buyer shall keep separate from its own stock and material all goods supplied by the Seller until paid for in full. In the event that the Buyer becomes insolvent, has a receiver or administrator appointed over it or any part of it, or makes any proposal to its creditors for a composition or other arrangement, the Buyer shall, forthwith deliver (at its own expense) to the Seller any goods supplied under the Contract but not yet paid for.

## 9. Warranties and Claims

(a) Should a product develop a fault within the warranty period which is due to defects in materials and workmanship at the time of manufacture, subject to the following conditions, it will be repaired or replaced, provided that you:

1. If required, have registered the heater with us
  2. The Buyer is to return the heater to the Seller with the delivery costs prepaid. The Buyer is responsible for ensuring that the returned heater is properly packaged and insured at the Buyers own risk;
  3. Provide the Seller with proof of purchase;
  4. Provide the Seller with Photographic evidence of the product in the installed situation
- (b) Any damage incurred or deemed to have been incurred in transit will not be covered by this warranty.
- (c) Repaired or replaced heaters will be returned to you by our courier with no delivery charges.
- (d) Repaired or replaced heaters may be refurbished or contain refurbished materials.
- (e) If the Seller is unable to repair or replace a defective heater they may offer a discount towards a replacement heater. This discount will be at the Sellers absolute discretion and take account of wear and tear, the age of the heater and its condition.
- (f) If after inspection and testing the Seller deems the heater is not faulty or the fault is in breach of these warranty terms, the Seller will inform the Buyer, and the Buyer will be responsible for the delivery and packaging costs of returning the heater.
- (g) The warranty will not apply if in the Sellers judgement, the product fails due to physical damage to the heater including heating elements, covering of the heater or any direct obstruction of the heater causing overheating, handling, storage, accident, abuse or misuse, or has been used in a manner not conforming to our product instructions, has not been installed strictly according to our installation instructions, has not been maintained in accordance with the instructions, has been modified in any way, or has any serial number removed or defaced. Repair or attempted repair by anybody other than the Seller, will void this warranty.
- (h) Any heater that is being used for a purpose other than comfort heating, use outdoors or allowing water ingress not covered by the stated IP rating will not be covered under this warranty. Exclusions also include any heater that is not fully protected by a suitably rated RCD and fused spur or circuit breaker, supply voltage outside of the stated input voltage of the heater.
- (i) The warranty excludes fair wear and tear such as discolouration of the heater due to use, atmospheric or environmental conditions, proximity to coastal location, air pollution, ultra-violet radiation or general weathering.
- (j) The Sellers maximum liability under the terms of this warranty is limited to the purchase price of the heater covered by the warranty.
- (k) Warmtronics Ltd will in no way be liable for consequential losses or secondary charges including but not restricted to the cost of removal of the heater and installation of the repaired or replaced unit, electricians inspection fees, professional fees, electricity fees and the fees of tradespeople's subsequent repair work or damage to material items in the property.
- (l) The warranty is given under English law. If any part of this warranty is deemed unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other parts of the warranty will not be affected. These terms do not affect your statutory rights.
- (m) Claims in respect of any alleged defect in the contractual quality of the goods delivered where the defect would have been revealed by reasonable examination of the goods on arrival, must be made in writing within 14 days after delivery, or if related to the transport of the goods, within such time as will enable the Seller to comply with all time limits and procedures laid down by the carrier by whom the goods were transported. If the Buyer shall make any complaint within the time stipulated, the Seller shall, after it has had a reasonable time to investigate the same and examine the goods in dispute, be entitled at its option: (i) to replace the goods; or (ii) to accept the return of the goods and credit the Buyer with the price thereof; or (iii) to make to the Buyer an allowance representing the difference between the value of the goods (as the Seller may in its sole opinion determine) at the time of the complaint by the Buyer and the value they would have had if they had been in accordance with the contract providing the Buyer pays the balance not in dispute according to normal terms. PROVIDED ALWAYS that the Seller shall only exercise any of the options referred to in this clause 10(b) if (in the sole opinion of the Seller) the goods are defective.
- (n) The return of goods by the Buyer shall not be made without the prior consent of the Seller. No claim can be entertained after the goods or any part thereof have been damaged in any way.

THESE WARRANTY TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

## 10. Statutory Requirements and Infringement of Intellectual Property

The Seller has taken reasonable steps to ensure that the goods meet known statutory requirements and that they do not infringe any patents trademarks or any other form of intellectual property rights belonging to third parties. Except where otherwise stated no warranty is given that the design construction or quality of the goods to be supplied under the Contract comply with all relevant requirements of any Statute, statutory rule, order or other instrument having the force of law which may be in force at the time of supply or that the goods do not infringe the intellectual property rights of a third party.

## 11. Limitation of the Sellers Liability

- (a) The Seller's charges to the Buyer are determined on the basis of exclusions from and limitations of liability contained in these Conditions and the Buyer expressly agrees that such exclusions and limitations are reasonable.
- (b) The Seller shall not under any circumstances be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for any indirect or consequential loss or damage of any kind or loss of profit, business, contracts or savings.
- (c) Subject to Clause 12(b) the Seller's aggregate liability under this contract shall not exceed the price of the goods supplied under this Contract in respect of which any such claim is made PROVIDED THAT nothing in this Contract shall exclude or limit the Seller's liability for death or personal injury caused by the Seller's negligence.
- (d) No forbearance or indulgence by the Seller shown or granted to a Buyer, whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or be taken as a waiver of any of these Conditions.

## 12. Force Majeure, etc.

The performance of this Contract is subject to variation or cancellation by the Seller owing to any act of God, war, strikes, governmental regulations or orders, national emergencies, lockouts, fire flood, drought, tempest or any other cause (whether or not of a like nature) beyond the control of the Seller or owing to any inability by the Seller to procure materials or articles required for the performance of the contract and the Seller shall not be held responsible for any inability to deliver caused by any such contingency.

## 13. Application of these Conditions

The Buyer accepts or will be deemed to accept by ordering any goods from the Seller that these Conditions shall prevail over any other conditions or terms unless agreed in writing by the Seller and that these Conditions set forth the entire agreement between the parties and supersedes all representations, warranties, agreements or assurances made by the Seller PROVIDED THAT this shall not exclude any liability which the Seller has for any statements made fraudulently.

## 14. Governing Law

The Law of England shall govern the validity construction and performance of any contract to which these conditions apply and the parties submit to the exclusive jurisdiction of the English Courts.