

# STANDARD CONDITIONS OF SALE

## COOLTEMPEL LIMITED

1.1 The expression "the company" shall mean Cooltemper Limited and any of its subsidiary companies or associated Companies within the meaning of the Companies Act 1948

1.2 The expression "the Customer" shall mean the company, firm or individual shown on the order form completed by the Customer and delivered to the Company or otherwise placing any order written or verbal with the Company. In the event of any mis-description of the Customer and in particular (without prejudice to the generality of the foregoing) in the event that the Customer shall fail to disclose the existence of a limited liability company, then the Company shall be entitled to treat any individual signing or placing either in person or by telephone the said order as the Customer.

### 2. DELIVERY

2.1 Whilst the Company will use its best efforts to make prompt delivery it assumes no responsibility because of delayed deliveries unless a guarantee of delivery on or before a specific date is made by the Company or an authorised officer of the Company in writing at the time of acceptance of the order. The Company shall not in any event be liable for any loss or damage by reason of a failure to complete or deliver in whole or in part an order by reason of fire, explosion, strikes, lock-outs, accidents, industrial disturbance, the total or partial stoppage in its works, force majeure or restrictions of supplies, inability to obtain materials from its suppliers, delays in transport or, without prejudice to the generality of the foregoing, any other cause beyond its control.

2.2 Any date shown on any acceptance of order sent by the Company shall not constitute a guarantee of delivery on or before a specific date for the purpose of this Clause, unless it is specifically agreed in writing between the Company and its customer that time shall be of the essence of this or any other agreement between the parties for the supply of goods and the same is expressed on the Company's acceptance of order.

### 3. DEFECTIVE PRODUCTS

3.1 In the event of any complaint that any goods delivered to a customer do not comply with the order or are otherwise defective, either as regards materials used or method of manufacture or otherwise, then it is a condition precedent to the consideration by the Company of any such complaint that the customer shall:

3.2 Immediately and promptly notify the Company in writing of the nature of such complaint as soon as it comes to the notice of the customer and in any event not later than 14 days from the date of delivery of such goods to the customer, and

3.3 Afford to the Company or its servants or agents all reasonable facilities for inspection and testing of the goods complained of.

3.4 No claim under this Clause will be entertained by the Company unless the foregoing Conditions are strictly complied with. Any such goods may at the option of the Company and in its sole discretion either:

(a) be replaced so as to comply with the order, or

(b) the Company may retake the same and make a monetary allowance not exceeding the amount of the purchase price of such goods to the customer, or

(c) the Company may repair the same.

3.5 In the event of replacement and redelivery the customer shall not be entitled to any further claim deduction or allowance.

3.6 At its discretion, without notifying the Customer, the Company reserves the right to modify the design and product at any time prior to receiving final payment.

### 4. CONSEQUENTIAL LOSS

The Company will not be responsible for any loss of profit or any other losses or expenses indirect consequential or contingent attributable to defects in the goods supplied under this contract their manufacture or otherwise.

### 5. DEPOSIT

The customer shall pay to the Company a deposit equivalent to the percentage of the price of the goods as stated on the Company's acceptance of order. That deposit shall not in any circumstances be refundable and the Company shall be entitled to retain the same in the event that the customer fails to complete the contract by taking possession of the goods or by failing to make payment of the balance of the purchase price in respect of the goods or otherwise.

### 6. WARRANTY

The Company warrants that the goods supplied by it under the contract created by the Company's acceptance of order shall be free from any material defects in construction or manufacture for the period stated on the Company's Acceptance of Order from the date of delivery thereof to the customer. In the event of any defect appearing within that period the Company will repair or replace the same in accordance with the provisions of Clause 3 hereof. This warranty shall cover the cost of all parts and labour and shall constitute the entire warranty agreement between the parties. No other term or condition whether express or implied by law as to quality (merchantable or otherwise) or fitness for the purpose of the goods shall operate between the parties or form any part of the agreement between the parties. The customer acknowledges that it has not relied upon any representation made by or on behalf of the Company in any negotiations between the parties leading to the making of the present contract.

### 7. NON-DELIVERY

7.1 Claims in respect of non delivery of goods must be notified to the Company in writing within 14 days of the date of despatch. Delivery by the Company to carriers (whether such carriers are arranged and to be paid by the Company or the customer) shall be deemed to be delivery to the customer and the Company shall be entitled to prove delivery to the customer by production of proof of delivery to such carrier.

7.2 Claims in respect of goods damaged in transit must be notified both to the carriers and to the Company in writing not later than the third day following the date of delivery of such goods. Similar notification should be made of claims in respect of pilferage.

### 8. PROPERTY AND RISK

8.1 The property in the goods supplied by the Company to the Customer shall remain in the Company until payment in full of the total price thereof and any other payments due to the Company from the customer have been made, but the risk therein and all liability to third parties in respect thereof shall pass to the customer on delivery.

8.2 If payment of the total price or other sums is not made on the due date in accordance with terms expressed in the Company's Acceptance of Order or if the customer shall appoint a Receiver or have a Receiver appointed to it or shall call a meeting of creditors for the purpose of a voluntary winding-up or shall be the subject of a petition for compulsory winding-up of the Customer then the Company shall have the right with or without prior notice at any time to retake possession of the whole or any part of the goods (and for that purpose to enter upon and into any premises occupied by the Customer) without prejudice to any other remedy of the Company.

8.3 The Company shall be entitled to maintain a claim and/or commence an action against the customer for the price of the goods sold by the Company to the customer notwithstanding that the property in the goods shall remain in the Company pursuant to the provisions of Condition 8.1 hereof. The making of any claim for the price by the issue of an invoice, by correspondence, by the commencement of the proceedings or the obtaining of any Judgment in such proceedings shall not negative or prejudice or in any manner affect the Company's property in the goods and/or its right to retake possession of the goods at any time until the Company shall have received payment in full of the sale price of the goods.

### 9. VARIATION

No purported variation of these terms and no representations made as to the time of delivery or any matter or thing affecting any contract between the Company and its customers shall be valid as against the Company or subject the Company to any liability of any kind unless in writing and signed by an authorised officer of the Company.

### 10. PRICES

All prices are subject to alteration without previous notice and all orders are accepted subject to being invoiced at prices ruling at date of despatch, unless otherwise agreed in writing between the Company and the customer.

### 11. NOTICE TO THIRD PARTIES

All purchasers of the Company's goods for resale undertake and agree to bring fully to the notice of all persons whomsoever with whom they may at any time deal the terms of these Conditions of Sale.

### 12. CONSTRUCTION

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

### 13. PAYMENT

The Company's terms of payment are those shown on the Company's Acceptance of Order overleaf.