

# TERMS & CONDITIONS

## 1. General

- A) In these conditions the 'Company' shall mean Air Conditioning Products Group (ACP Group).
- B) The 'Buyer' means the company, firm or person who places an order with the Company or otherwise agrees to buy from the Company any of the Goods.
- C) The 'Goods' shall include materials equipment spare parts and any other items supplied serviced repaired loaned or hired by the Company.
- D) No agreements shall be effective to vary this contract unless agreed upon in writing by the owner of the Company.

## 2. Prices

- A) The price shall be that ruling according to the Company's price list for the Goods, in force at the date of dispatch or that agreed by the Company and the Buyer in writing.
- B) Any quotation provided by the Company for the Buyer, unless otherwise stated in writing, shall expire after 10 days.
- C) The Buyer shall be liable for any increase in price or expenses incurred by the Company arising out of any delay caused by the Buyer.
- D) The Company reserves the right to alter prices without prior notice to reflect variations in the Company's own costs of goods material fuel and labour.

## 3. Terms of Payment

- A) Charges for Goods and services supplied by the Company shall be paid in full on or before delivery or completion unless the Buyer has an account with the Company.
- B) Where the Buyer has an account, payment shall be made on or before the 20<sup>th</sup> day of the month following date of invoice.
- C) If payment by the Buyer is delayed, the Company may:
  - i) suspend the delivery or supply of Goods or services due to the Buyer
  - ii) charge interest on monies outstanding at the rate of 8% per annum above the current published base rate
  - iii) at its absolute discretion close the Buyers account upon which all outstanding monies shall immediately fall due.
- D) The Company may at its absolute discretion set or alter the Buyers credit limit.
- E) The Company reserves the right to cancel or refuse Credit Account facilities without a reason.

## 4. Legal Ownership

- A) The property in and title to Goods supplied by the Company shall remain within the Company until:
  - i) the buyer shall have paid the price plus VAT in full and
  - ii) no other sums whatever shall be due from the Buyer to the Company.
- B) In the event of non-payment of sums due to the Company from the Buyer the Company shall be entitled to enter the Buyers premises and to physically repossess and remove there from the Goods supplied by the Company for which payment has not been received. It will be assumed that where the Buyer purchases similar goods from the Company on a regular basis that a stock rotation system has operated and Goods still held relate to invoices still outstanding for which full payment and VAT hasn't been made.

## 5. Risk

- A) Risk in the Goods shall pass to the Buyer at the moment when the Goods leave the Company's premises or where direct from our supplier their premises.

## 6. Specification

- A) The Company shall not be under any liability in respect of description or specification or other matters in relation to the Goods contained in any material such as price lists catalogues trade publication and advertising matter other than in the contract itself
- B) The Company and its suppliers reserves the right without notice and without affecting the validity of the contract to make such changes in materials dimensions and design as are reasonable.

## 7. Installation

- A) Where assembly of Goods supplied by the Company is not undertaken by the Company, the Buyer shall be responsible for assembly in accordance with the Company's or manufacturer's instructions and shall ensure that such instructions have been obtained from the Company. Failure to assemble the Goods in the manner prescribed in the instructions supplied with the Goods will invalidate the Company's responsibility for damage caused to or by the Goods.

## 8. Information and Advice

- A) Advice, information and opinion give by the owner Employee or Agent of the Company is given without legal responsibility.
- B) Any recommendation or suggestion made by the Company relating to the use of Goods whether in technical literature or in response to specific enquiry is

made in good faith but it is for the Buyer to satisfy himself of the suitability of the Goods for his particular purpose, and shall be deemed to have done so.

## 9. Limit of Liability

- A) The Company shall not be liable for damage or injury caused by its Goods or workmanship beyond replacement of the Goods or work on verification of the Buyers complaint.
- B) The Company shall not be liable for any consequential loss caused by its failure or delay in supplying, servicing or repairing Goods whether the loss arises from the actions or from the omissions of the Company its Employees Agents or Subcontractors
- C) The Company shall not be under any liability if the Goods are not paid for by the due date.

## 10. Deliveries

- A) Any time named by the Company for the delivery of its Goods is an estimate only and while every effort will be made to deliver on time the Company will not be liable for any consequences of a delay in delivery.
- B) In the case of damage in transit or short deliveries notice of damage or shortage must be received in writing within 3 days of invoice date.
- C) The price payable for delivery is as stated in the Company's catalogue unless otherwise agreed and subject to change from time to time.

## 11. Guarantees

- A) The Company shall assign the benefit to the Buyer of the warranties and/or guarantees in relation to the Goods which the Company receives from its own supplier.
- B) Guarantees shall not be applicable outside the United Kingdom unless expressly stated otherwise by the Company in writing.
- C) Any guarantee given will be invalidated if the Goods supplied by the Company are subjected to misuse or accidental damage after the goods leave the Company's premises or where direct from our supplier their premises.

## 12 Orders

- A) Incorrectly ordered goods will not be accepted for credit unless agreed by the owner and on receipt of goods they are without damage or interference. The cost of returning the goods will fall to Buyer. Carriage charges will not be credited and handling charges at the owner's discretion will apply.

## 13 Credits

- A) Any credits agreed by the company for what ever reason will be in the form of a credit note which can only be claimed against supply of goods. No cheques or cash will be supplied by the company in respect of credit notes.

## 14. Law

- A) This contract shall be governed and construed in accordance with the Laws of England.

THESE CONDITIONS APPLY WITH EFFECT FROM 1<sup>ST</sup> APRIL 2005 AND SUPERSEDE ALL PREVIOUS CONDITIONS ISSUED BY AIR CONDITIONING PRODUCTS GROUP (ACP GROUP)