

GENERAL

In these conditions “the Seller” means Air Conditioning Essentials Ltd, “the Buyer” means the party to whom this document is addressed. The Buyer shall be subject to these conditions of sale to the exclusion of any other terms and conditions the Buyer may wish to impose unless otherwise agreed in writing by the Seller.

Any typographical, clerical, or other error or omission in any sales literature, price list, acceptance of offer, invoice or other document or information issued by the seller shall be subject to correction without any liability to the Seller.

ADVICE

The Seller accepts no liability in respect of any advice submitted to the Buyer. Any advice submitted is done so on the understanding that we, the Seller, are giving the Buyer the benefit of our experience. It is the responsibility of the Buyer to confirm that any advice submitted is suitable for the system or application.

PRICES

The price shall be that in the Seller’s current price list, or such other price as the parties may agree in writing. The price is exclusive of VAT or any other applicable costs. Verbal prices given are not binding and can be changed without notice. Prices quoted in official quotation will stand for 7 days from the date of quotation unless otherwise agreed in writing. When placing an order, the Buyer must refer to the quotation number to qualify for the price structure contained within that quotation. If the quotation number is not specified when placing the order, the Buyer may not receive the rates as stated in the quotation thus the Seller will not be liable for any over or under charging to the Buyer. Whilst every effort will be made to keep the Buyer aware of any general price increases the Seller cannot be bound to honour prices other than those given in official quotations as previously stated. It is the responsibility of the Buyer to request an official quotation should the Buyer wish to have a confirmed price held for a period of time.

PAYMENT

First orders will be processed on a pro-forma basis unless otherwise agreed. **Where goods are purchased on a credit account the Buyer shall pay the full price of the goods to the Seller on or before the last working day of the month following the month of issue of the Seller’s Invoice.** Invoices are issued monthly, on or shortly before the last working day of the month unless a pro-forma or other agreement has been entered into. The Seller reserves the right to invoice the Buyer for goods that are available to the Buyer but are unable to be delivered due to circumstances outside of the Seller’s control. Payment for sums outstanding beyond the agreed terms may be sought in The Small Claims Court or passed to our Solicitors/third party to seek settlement. All additional costs will be recovered from the Buyer. The Buyer shall be advised of any changes affecting the Buyer’s payment terms and credit facility. All goods remain in the property of the Seller until paid for in full.

CANCELLED ORDERS

The Seller reserves the right to invoice the Buyer for any costs incurred due to the cancellation of an order.

DELIVERY

The Seller accepts no responsibility for any loss or damage resulting from delay in supplying goods or for the non-supply of goods. All dates for delivery shall be regarded as estimated. Shortages or damaged goods must be reported to the Seller, by the Buyer or his representative, within 7 days of supply; failure to comply will leave this responsibility with the Buyer. The Seller can only be held responsible for shortages and damages to goods supplied. The Seller has limited insurance cover for the transportation of goods and responsibility remains with the Buyer for goods transported on behalf of the Buyer regardless of whether this is a goodwill gesture on the part of the Seller or a chargeable service. The Seller reserves the right to charge the Buyer for abortive deliveries. “Abortive deliveries” are defined as those where a

specific instruction has been received from the Buyer (or his representative) to deliver at a particular day/time and the Seller has been unable to carry out this instruction for reasons beyond the Sellers control. The Seller expects the Buyer to make adequate provisions for the unloading of goods and reserves the right to charge the Buyer for any fines incurred as a result of carrying out the Buyers specific delivery instructions. The Seller reserves the right to refuse to deliver should the place of delivery be considered unsafe to do so.

GOODS SUPPLIED

Goods supplied by the Seller to the Buyer shall be fit for the purpose intended. It is the responsibility of the Buyer to ensure that goods ordered from the Seller are to the correct specification and appropriate for the intended purpose. It is the Buyers responsibility to ensure goods are correctly installed and by experienced engineers only. The Seller cannot be held responsible for incorrectly purchased or incorrectly installed goods causing malfunction, under performance, premature wear, or failure of supplied goods or other components of a system. The Seller is not liable for any losses resulting from, or attributed to, any malfunction, under performance, premature wear or failure of supplied goods. The Seller reserves the right to suspend the supply of goods to the Buyer.

FAULTY GOODS & WARRANTY

The Seller will honour warranties offered by the manufacturer only if proof of purchase from the Seller can be provided. Manufacturers' warranties will not be honoured if the manufacturer has ceased trading without making provisions for honouring product warranties. The Seller reserves the right to charge the Buyer for the replacement of faulty goods until such time as the original goods can be proven to be faulty. Where the goods have been sourced by the Seller and are found to be defective, the Seller shall return the defective goods to the manufacturer to request repair, or in its discretion, replace defective goods free of charge within 1 month of the date of delivery or collection. The Seller cannot be held responsible for any costs above and beyond the cost of replacement goods.

LIABILITY

Every sale or contract shall be deemed to include the implied undertakings of as to the title referred to in Section 12 of the Sale of Goods Act 1979.

RISK

Risk in the goods shall pass to the Buyer at the moment the goods are dispatched from the Seller's premises. Where the Buyer chooses to collect the goods itself, risk will pass when the goods are entrusted to it or set aside for its collection, whichever happens first. Property of the goods shall remain the Seller's until full payment is received. Payment shall be deemed to have been received only when cash has been handed to the Seller or the amount has been credited to the Seller's bank account and cleared by the Buyer. Until such payment, the Buyer Acknowledges that they are in full possession of the goods at the Sellers bailee.

GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the Law of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Name: _____ Position: _____

Signed: _____ Date: _____

Company: _____