

GENERAL CONDITIONS OF SALE

THE COMPANY	HEATING S.W. SUPPLIES LTD T/AS HERITAGE RANGE COOKERS
PRICES	All quotations and offers for sale to customers are accepted on the following terms and conditions: Prices quoted may be subject to VAT at the rate current at the date of the transaction. Trade discounts are calculated in relation to the quantities ordered for delivery at any one time to any one place.
VALIDITY	Unless otherwise stated the prices quoted will be those relevant at the date of dispatch or up to 30 days from the date of a written quotation or acceptance of order.
SPECIFICATION	The Company reserve the right to change the specifications of its goods from time to time without notice to the customer, in line with its policy of continual development.
CANCELLATION	Appliances/units that have been ordered cannot be cancelled once assembly has begun. If production has not commenced, at the management's discretion cancellations may be accepted subject to a 15% penalty.
DELIVERY	Delivery may be charged. No liability is accepted for variations from delivery dates quoted by the Company in good faith and delivery dates must, therefore, be treated as estimates and not contractual obligations.
DAMAGE	Goods must be examined on receipt/delivery and any damage reported in writing within three days of delivery. After the expiration of three clear days from the date of delivery the customer shall be deemed to have accepted the goods in good condition.
OWNERSHIP	The goods shall be at the risk of the customer from the time that the goods are collected by the customer or his carrier or from the time that the goods are delivered by the Company or its carrier. Property in the goods will only pass to the customer on payment of the purchase price in full (together with interest thereon, if applicable) and until so paid the customer will hold the goods or the proceeds of sale thereof as agent for the Company.
PAYMENT	Payment for the goods/services shall become due 8 days prior to delivery/collection, unless otherwise stated in writing. If, at the customer's request delivery is delayed for any reason, the Company may be prepared to hold the goods in store until required, provided that payment is made in full at the time originally agreed as above. The whole of the price shall not be treated as paid until any cheque, bill of exchange or other instrument of payment given by the customer has been met on presentation or otherwise honoured in accordance with its terms. The Company may sue for the whole of the price at any time after it has become payable. Interest will be charged on overdue payments at 2% per month or part thereof.
DEFAULT	If the customer defaults in the punctual payment of any sum owing to the Company then the Company shall be entitled to the immediate return of all goods sold by the Company to the customer (or documents of title thereto) in which the property has not passed to the customer, and the customer hereby authorises the Company to recover the goods or documents or to enter any premises of the customer for that purpose. Demand for or recovery of the goods or documents by the Company shall not itself discharge either the customers liability to pay the whole of the price and take delivery of the goods or the Company right to sue for the whole of the price.
DISCOUNT	All sales subjected to a discount shall be treated as trade sales.
TRADE SALES	Trade sales will be subject to a discount which is given on the understanding that the customer is conversant with the heating product purchased and current regulations and procedures governing installation and operation and that he has satisfied himself of its correct assembly.
INSTALLATION	While the Company may recommend an installer, it accepts no liability for any defective work by such installer or damage caused by him. No responsibility will be accepted by the Company for installations which do not conform to the minimum standards which are set out in manufacturers instructions or which are laid down in national and local building and fire regulations.
COMMISSIONING	A completed <i>Request for Commissioning form</i> MUST BE SENT TO OUR OFFICES before a commissioning visit can be arranged. The Company will only commission the burner/appliance after the installation has been fully completed. The qualified installer(s) are responsible for all the services to the appliance (ie flue/chimney, oil/gas, air, water & electrics) and must be in attendance during our visit. NB. An additional charge will be made in the event that we cannot commission due to an incomplete installation.
GUARANTEE	The Company guarantees to repair or replace free of charge any component which is found faulty due to fair wear and tear within one year from the date of delivery. This guarantee shall not apply where: 1. The product has been subject to misuse or modification. 2. Payment for the goods has not been made in full. 3. The customer has not complied with the Company installation and running instructions.
THIRD PARTY	The Company shall not be responsible for injury, damage or loss of any kind whatsoever to persons or property subsequent to the delivery of the goods, such risk being the responsibility of the customer for insurance.
DELIVERIES	Deliveries are arranged on the understanding that: (a) Sufficient assistance will be available for the driver to unload goods. (b) Access to site will be suitable for delivery vehicle. (c) Access to building or storage will accept goods without dismantling or unpacking - a surcharge will be made for dismantling or unpacking or when difficulty is entailed in delivering or unloading at destination.