

BANBURY HEATING SUPPLIES LIMITED

TERMS & CONDITIONS OF SALE

We want to conduct business in an honourable, legal and ethical way and we expect our customers to do the same. These are our terms and conditions of sale and are as simple as we can make them:

1/ Until you pay us in full for the goods you have received from us they remain our property. However, the full risk in the goods transfers to you once you have received them. This will include theft, damage or any other possible type of loss. Once the goods are received by you or your representative or delivered by us to your site or home we do not require your signature to pass this risk to you.

2/ Claims for damaged, incorrect or missing goods must be made to us within 72 hours of receipt of said goods.

3/ All goods supplied are covered by the manufacturer's warranty and this is the limit of our liability. If you incur costs in replacing or repairing any faulty or damaged goods supplied by us still under the manufacturer's warranty we will be guided by the manufacturer as to the settlement of these costs. We will not be liable for any costs incurred due to missing or incorrect parts supplied by us.

4/ We will not accept any costs incurred by you, your contractors or representatives due to late, part or incorrect deliveries either by ourselves or our suppliers. Any delivery dates given by us are not binding and form no part of any contract.

5/ All quotations and prices given are subject to manufacturer's price increases at the time of purchase. This can happen without notice to us and any increases may be charged. Prices given by us will be subject to VAT at the prevailing rate.

6/ Account holders are expected to pay their account in full by the end of the month following the month of purchase. We will remove credit facilities for any account holders who go beyond this period until full settlement is received. We reserve the right to remove your credit facilities at any time without notice. We have the right to charge interest on any overdue monies at a reasonable rate advised to us by our solicitors. If you are a director of a limited company conducting business with us - by using our credit facilities you are personally accepting liability for your companies debts with us.

7/ Any terms and conditions quoted on the customers purchase orders, conditions of purchase or quoted verbally by the customer will not be accepted by us as overriding our terms and conditions of sale.

8/ By signing this form or our account application form you are accepting these terms and conditions of sale and also giving us your guarantee that you will pay all outstanding monies due to us whether you are a private individual, a sole trader, partnership or limited company. Your indebtedness to us can only be released by payment in full of all outstanding monies and can not be released by bankruptcy, insolvency, winding up order, receivership or if you cease trading.

I accept all of the terms and conditions stated on this sheet.....(sign & date)

Original copy: Banbury Heating Supplies Ltd

Photocopy: for customer.