

Standard Terms and Conditions

1. Definitions

- 1.1 Reference herein to the 'Company', 'Supplier' 'Us' and 'We' shall mean Lochinvar Limited.
- 1.2 The 'Buyer' shall mean the person, firm or company with whom we contract.
- 1.3 References herein to 'products' or 'product' shall be deemed to include reference to a product or part or parts thereof.

2. Variations and Conditions

- 2.1 These conditions shall form part of every contract for the sale of goods by us and shall apply to the exclusion of any terms and conditions of the Buyer. No variations of these conditions or the particulars in our acceptance shall be valid unless agreed by us in writing.
- 2.2 Acceptance of delivery of goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.
- 2.3 Lochinvar Ltd warrants that the products supplied pursuant to this quotation/order acknowledgement/invoice will be in material compliance with the Technical Product Submittal, copies of which are available for download at www.lochinvar.ltd.uk. All other warranties, whether express or implied, as to the quality or fitness for purpose of the products are hereby excluded to the fullest extent permitted by law.
- 2.4 Whilst Lochinvar Ltd uses its reasonable endeavours to ensure all equipment complies with all specification requirements provided to it, it shall have no liability for any direct or indirect loss (whether in tort, contract or otherwise), arising from the failure of any supplied products to comply with any given specification.

3. Quotations and Orders

- 3.1 Our quotations are valid for 90 days unless withdrawn by us before that date.
- 3.2 Our quotation is only an invitation to the Buyer to order from us.
- 3.3 All orders placed by the Buyer shall be place by telephone, fax, post or where appropriate through Sales Representatives.
- 3.4 All prospective orders must be confirmed in writing by the Buyer and accepted by our Company to constitute a contract between the parties.

4. Prices and Discounts

- 4.1 The price to be paid shall be that stated on the Purchase Order, and confirmed on our Order Acknowledgement
- 4.2 Prices are exclusive of VAT or other sales tax, which, where applicable, will be added to the Buyer's invoice and charged at the rate prevailing at the date of collection or delivery.
- 4.3 Discounts can be varied by us at any time.
- 4.4 All prices exclude costs of installation.

5. Payment

- 5.1 Invoices will be issued immediately goods are delivered or collected.
- 5.2 All invoices shall be due for payment on or before the last day of the month following date of invoice.
- 5.3 Any default on these payment terms will result in all other invoices, due at that time, becoming due for immediate settlement.

6. Description

- 6.1 The information, descriptions, illustrations, specifications and drawings contained in our catalogues, quotations, price lists and advertising material or otherwise are approximate only and are intended to present a general idea of the goods described therein (including weight and dimensions) but none of these shall form part of the contract and we reserve the right to vary such information without notice. Exact dimensions can be provided on application.

7. Delivery

- 7.1 Delivery shall be accompanied by a delivery note, and will be made to the address stated in the contract. Any delivery dates and times indicated by us are regarded as estimate only, and although we shall make reasonable efforts to meet these timescales, we shall not be liable for any delay.
- 7.2 Any risk of future damage will pass to the Buyer upon completion of unloading.
- 7.3 Any product damaged on delivery will be replaced without charge.

8. Supplier Warranty

- 8.1 The Supplier warrants that the Product shall be fit for the purpose for which it is supplied.
- 8.2 The Product supplied shall be of good quality.
- 8.3 Upon delivery, the Supplier shall pass to the Buyer a good unencumbered title to the Product.
- 8.4 All Products shall comply with latest British and European Standards and Codes of Practice.
- 8.5 Full Warranty Terms and Conditions are available at www.lochinvar.ltd.uk

9. Ownership

- 9.1 Notwithstanding any passing of risk to the Buyer, we retain ownership of the goods until we have received payment in full.
- 9.2 Until ownership passes to the Buyer, the Buyer shall be responsible for insuring the Product against loss or damage, and shall readily identify the goods as our property.

10. Returns

- 10.1 We shall not accept any returns from the Buyer, except with our prior written consent.
- 10.2 No contract shall be cancelled by the Buyer, except with our prior written consent.

11. Supplier Insurance

- 11.1 The Supplier shall effect and maintain Third Party Insurance (including Product Liability).

12. Force Majeure

- 12.1 Under no circumstances shall we be liable for any failure to carry out our obligations under the contract, if such failure arises wholly or partly as a result of an act of God, war, storm, flood, fire, strike or any other cause beyond our reasonable control

13. Suppliers Conditions of Purchase

- 13.1 Lochinvar Limited are not bound in any way by any conditions set out in the Purchasers enquiries or purchase orders and these conditions of sale contain all the items under which any contract of sale is entered into by Lochinvar Limited.

14. Law

- 14.1 These Conditions and Contract of which they form part shall be covered by and construed in accordance with English Law and Purchaser and Vendor submit to the jurisdiction of English courts.