

## TERMS & CONDITIONS

### 1. GENERAL

- 1.1 In these terms 'ASTECtherm' is Astec Int Nano Tech Ltd and 'the Buyer' is the person named on the form of order
- 1.2 References to any statute or statutory provision shall be construed as a reference to the same provision as amended consolidated extended re-enacted or replaced
- 1.3 The headings in these Conditions do not affect their construction
- 1.4 The Contract will be on these Conditions and any Conditions set out in a Quote (which shall prevail over conflicting terms in these Conditions) to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply) whether in an order confirmation or otherwise
- 1.5 These Conditions can only be varied if ASTECtherm agrees in writing
- 1.6 No order placed by the Buyer shall be deemed to be accepted by ASTECtherm until a written Acknowledgement of Order is issued by ASTECtherm or (if earlier) ASTECtherm delivers the Goods to the Buyer

### 2. DESCRIPTION AND QUOTES

- 2.1 The description of the Goods is set out in the Quotation, Price List and/or ASTECtherm Acknowledgement of Order. All drawings specifications advertising or other material issued by ASTECtherm are issued for the sole purpose of giving an approximate idea of the Goods
- 2.2 ASTECtherm may alter or amend the Goods without liability to the Buyer
- 2.3 Any Quote is given on the basis that no contract will come into existence until ASTECtherm dispatches an Acknowledgement of Order to the Buyer.

### 3. DELIVERY

- 3.1 Delivery of the Goods shall be to the Delivery Address. The Buyer may at its option collect the Goods from ASTECtherm premises at a time and date agreed by the parties.
- 3.2 Where a Delivery Date or a Collection Date is specified it is an estimate only and time for delivery is not and cannot become of the essence. Otherwise delivery or collection will be within a reasonable time
- 3.3 The Buyer will at its expense provide proper equipment and labour for unloading the Goods
- 3.4 ASTECtherm will not be liable for any loss (including loss of profit) costs damages or expenses caused (directly or indirectly) by any delay in the delivery or collection or by non-delivery or by non-availability for collection of the Goods however caused
- 3.5 If for any reason the Buyer does not accept delivery of the Goods or collect the Goods in the agreed date or if ASTECtherm is unable to deliver the Goods on the agreed date/the Delivery Date due to the Buyer's fault without prejudice to any other remedy available to it ASTECtherm shall be entitled to treat this Contract as repudiated by the Buyer

### 4. RISK/TITLE

- 4.1 The Goods are at the risk of the Buyer from the time they are collected from ASTECtherm's premises or upon receipt of the goods once received from the courier.
- 4.2 Title in the Goods will not pass to the Buyer until ASTECtherm has received from the Buyer all sums due to it in respect of 4.2.1 the Goods and 4.2.2 all other sums which are or which become due to ASTECtherm from the Buyer on any account
- 4.3 Until title in the Goods has passed to the Buyer the Buyer will 4.3.1 hold the Goods on a fiduciary basis as ASTECtherm bailee  
4.3.2 store the Goods (at no cost to ASTECtherm) so marked that they remain readily identifiable as ASTECtherm's property  
4.3.3 keep the Goods in good condition and insured on ASTECtherm's behalf for their full price against all risks  
4.3.4 pay any proceeds of the insurance referred to in condition 4.3.3 to ASTECtherm
- 4.4 ASTECtherm has an irrevocable licence at any time to enter any premises where the Goods are stored to inspect them or (where the Buyer's right to possession has terminated) to recover them

### 5. PRICE

- 5.1 The price for the Goods ('the Price') is set out in the Acknowledgement of Order
- 5.2 Price lists may be subject to change without notification.

### 6. PAYMENT - Trade credit accounts only

- 6.1 Payment of the Price is due within 30 days of the date of ASTECtherm invoice: (Trade Accounts Only)
- 6.2 Time for payment is of the essence for all payments due hereunder
- 6.3 The Buyer shall make all payments due without any deduction or set-off
- 6.4 If ASTECtherm upon reasonable grounds doubts the Buyer's ability or intention to make payment it may request security for such payment which the Buyer shall provide before delivery and if no such security is given ASTECtherm shall be entitled to cancel this Contract forthwith
- 6.5 The Buyer will pay interest to ASTECtherm on all sums owed by the Buyer to ASTECtherm at the annual rate of 3% above the base rate from time to time of Royal Bank of Scotland accruing on a daily basis from the due date for payment until payment is made

### 7. QUALITY

- 7.1 Subject to the remaining provisions hereof ASTECtherm warrants that the Goods will be free from defects of workmanship/materials for a various periods dependent on the product this will start from the date of delivery, or collection as the case may be. Unless otherwise specified in writing.
- 7.2 ASTECtherm shall not be liable for a breach of clause 7.1 unless
  - 7.2.1 ASTECtherm is given a reasonable opportunity after receiving the notice of examining such Goods
  - 7.2.2 if the Buyer uses the Goods after giving such notice or
  - 7.2.3 if the defect arises because the Buyer failed to follow ASTECtherm instructions as to the storage installation commissioning use or maintenance of the Goods or (if there are none) good trade practice or
  - 7.2.4 if the Buyer alters or repairs the Goods or connects to or uses the same with items not manufactured by ASTECtherm
- 7.3 ASTECtherm total liability in respect of clause 7.1 shall be limited to ASTECtherm at its option repairing or replacing the goods
- 7.4 ASTECtherm makes no representation and gives no warranty as to the suitability or quality of the Goods and in particular (but without limitation) gives no warranty or other undertaking that the Goods are fit for use in any particular territory or will comply with any legislation whether in the UK or elsewhere

### 8. LIMITATION OF LIABILITY

- 8.1 Subject to condition 7 this clause 8 sets out the entire liability of ASTECtherm to the Buyer under this Contract or for any other act or omission of ASTECtherm
- 8.2 ASTECtherm does not exclude liability for death or personal injury to the extent that it results from the negligence of ASTECtherm, its servants or agents
- 8.3 ASTECtherm accepts liability for any breach on its part of any undertaking as to title implied by s 12 of the Sale of Goods Act 1979 or s8 of the Supply of Goods (Implied Terms) Act 1973
- 8.4 ASTECtherm is not liable for shortages in quantities delivered unless the Buyer notifies ASTECtherm of any short delivery of the Goods within 2 working days of the delivery. In such circumstances ASTECtherm liability shall be restricted to making good the shortage

- 8.5 Save as to the matters set out in 8.1 and 8.2 above the Buyer acknowledges and agrees that he is able (if he so wishes) to insure against the risk of any loss (including consequential loss) damage or delay or expense of any kind whatsoever and howsoever caused (including by the negligence of ASTECtherm its servants or agents)
- 8.6 Where fine or especial tolerances are required in the Goods supplied beyond those generally accepted in the trade, no liability will attach to ASTECtherm unless such fine tolerances are notified in writing to ASTECtherm at the time of order ASTECtherm has acknowledged in writing that it is prepared to accept such order  
THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO CONDITION 8.7
- 8.7 Subject to conditions 8.2 and 8.4 above
- 8.7.1 ASTECtherm shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit loss of business depletion of goodwill or otherwise) costs expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Contract
- 8.7.2 ASTECtherm total liability in contract tort (including negligence or breach of statutory duty) misrepresentation or otherwise arising in connection this contract shall be limited to the price
- 8.7.3 Save as set out herein all liability for any representations whether oral or in writing and all guarantees, conditions or warranties whether expressed or implied by statute, common law or otherwise is hereby excluded and ASTECtherm shall not be liable for any loss (including consequential loss) damage or delay or expense of any kind whatsoever and howsoever caused (including by the negligence of ASTECtherm its servants or agents)

## **9. INDEMNITY**

- 9.1 The Buyer shall indemnify ASTECtherm against all costs, claims, demands, damages, expenses, liabilities, losses and proceedings whatsoever
- 9.1.1 which may be brought against or incurred by ASTECtherm or by the Buyer as a result of any event involving the goods other than death or personal injury resulting solely from the negligence of ASTECtherm, its employees or agents
- 9.1.2 which may be suffered or incurred by ASTECtherm as a result of any breach or default by the Buyer of any term of this Contract

## **10. BREACH AND LIQUIDATION**

11. 10.1 If
- 10.1.1 the Buyer shall commit any breach of any term (express or implied) of his Contract or
- 10.1.2 the Buyer convenes a meeting of creditors or goes into liquidation or has a receiver/administrator/administrative receiver appointed or a resolution is passed or a petition is presented for the winding up of the Buyer or any other proceedings are commenced relating to the solvency of the Buyer
- 10.1.3 any distress or execution is levied upon the Buyer's property or its  
Then the Buyer shall be deemed to have repudiated this Contract and ASTECtherm may forthwith or at any time thereafter terminate this Contract
- 10.2 ASTECtherm shall have the right forthwith to determine the Contract and to cancel any Goods in transit ASTECtherm shall be entitled to a lien on all goods in ASTECtherm's possession (notwithstanding that such goods or some of them may have been paid for) for the unpaid price of any goods sold and delivered to the Buyer by ASTECtherm under this or any other contract between the Buyer and ASTECtherm
- 10.3 No payment subsequently accepted by ASTECtherm shall in any way prejudice the rights of ASTECtherm hereunder. The Buyer shall no longer be in possession of the Goods with ASTECtherm's consent and without prejudice to any other rights or remedies available to it ASTECtherm shall be entitled to repossess the Goods (for which purpose the Buyer grants ASTECtherm an irrevocable right to enter any premises in which the Goods are located)
- 10.4 The termination of this Contract or exercise of any of the rights and remedies set out above shall not affect any rights of ASTECtherm or liabilities of the Buyer subsisting at the date of termination

## **11. ASSIGNMENT**

- 11.1 This Contract is not assignable by the Buyer. ASTECtherm may assign the Contract or any part of it to any person, firm or company

## **12. FORCE MAJEURE**

- 12.1 ASTECtherm may defer the date of delivery or cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of any part of its business due to circumstances beyond its control. If the event in question continues for a period in excess of 60 days, ASTECtherm shall be entitled to give notice in writing to the Buyer to terminate the Contract.

## **13. GENERAL**

- 13.1 Each right or remedy of ASTECtherm under the Contract is without prejudice to any other right or remedy of ASTECtherm whether under the Contract or not
- 13.2 The Buyer waives all and any claims and rights of set-off against or any payment due hereunder and agrees to pay all other amounts due hereunder regardless of any equity, set-off or cross-claim on the part of the Buyer against ASTECtherm
- 13.3 If any provision of the Contract is found by any court, tribunal or administrative body to be wholly or partly illegal, void, void able, unenforceable or unreasonable it shall to the extent of such illegality, void ness, void ability, unenforceability or unreasonableness be deemed severed and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.4 Failure or delay in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 13.5 Any waiver by ASTECtherm of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default
- 13.6 This contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

## **14. COMMUNICATIONS**

- 14.1 All communications between the parties about this Contract must be in writing and delivered by first class post, email or by fax to either party's registered office or such other address as is notified in writing
- 14.2 Communications shall be deemed to have been received:
- 14.2.1 if sent by post, 3 days after posting (exclusive of the day of posting);
- 14.2.2 if sent by fax on a working day before 4.00 pm, at the time of transmission and otherwise on the next working day

## Shipping And Returns

Any damages or shortages must be reported to us within 48 hours of signing for your delivery, we will not accept responsibility for any missing or damaged products after this time.

### 30 day money back guarantee

Items should be returned unused, in a saleable condition, with their original packaging and with all component parts and any promotional items received. You must also include a completed returns form with your invoice number for us to facilitate a refund.

- **Orders can be cancelled within 14 days of delivery.**
- **Goods must be returned within 14 days of cancelling your order.**
- **We will gladly replace any goods returned to us which are found to be faulty.**

### WE CANNOT ACCEPT ANY RETURNED GOODS WITHOUT A RETURNS FORM

Any unwanted items or items ordered incorrectly must be returned within 30 days of delivery, no refunds or exchanges will be made after this date.

We cannot accept return of any bespoke items that we sell, such as our cut to size heating film as they are made to your specification. Once the product has been received we cannot take any responsibility for the storage of these products.

All items must be checked on receipt from courier and any damages to products noted with courier at the time and inform ASTECtherm of such damages by email with photograph(s) to [dispatch@ASTECtherm.com](mailto:dispatch@ASTECtherm.com).

All returned mats/cables must be in the original condition on return (i.e.; not unrolled or cut in anyway) If an item is returned to us and found to have been used in any way, we cannot take any responsibility for this product, and there will be a charge applied for the return of the goods.

### Ways to return

#### Post your unwanted item(s) to:

ASTECtherm, C/O SRP Hire Solutions, Coningsby, LN4 4SE. Return your item(s) along with your completed returns form and we can process your return.

**\* Returns and exchanges must be received 30 minutes before closing time if delivered in person.**

**You must also include a completed returns form with your invoice number for us to facilitate a refund.**

If we have supplied an incorrect item you can either: call us on **0333 577 2455** with your invoice number or email us at [dispatch@ASTECtherm.com](mailto:dispatch@ASTECtherm.com) with your invoice number. We will arrange collection or you can return the item(s) by registered post

#### Payment Methods:

Online payment, by telephone with all major credit/debit cards or BACS. NB; orders over a certain limit must be shipped to cardholders address..

#### Shipping Destinations:

Most EU countries.

#### Refunds:

While every effort will be made to meet shoppers demands, cancellations or variations may be necessary as a result of Acts of God, War, Strike, Lockout, Labour Dispute, Fire, Flood, Drought or other causes beyond our control. If the product is returned in the condition it was supplied with any tags or stickers intact then a full refund or exchange will be provided. No refund or exchange will be offered/agreed if the product has the packaging removed/damaged. We will refund or exchange if the item is defective. The unwanted products must be returned by recorded delivery first class to our standard address. As long as the products have not reached their destination, they remain your entire responsibility. In case of a defective product, the cost of returning the product would be refunded.

All heating mats are checked prior to dispatch for ohmic resistance and these readings are annotated to the mats which confirm the mats are in working order and ready to install.

Unless the goods supplied are found to be faulty by an independent assessor we will not cover the cost of replacing previously installed floor coverings or any other consequential losses.

Returns and refunds can take up to 14 days to process from receipt of goods.