



UNDERFLOOR  
HEATING



HEAT  
PUMPS



SOLAR  
THERMAL

**Nu-Heat**  
UNDERFLOOR & RENEWABLES

## Information sheet

# Nu-Heat UK Ltd. Terms and Conditions of Sale of Goods to Consumers

## NU-HEAT UK LIMITED

Company No. 3131852 VAT No. GB156722794

### IMPORTANT NOTICE:

THESE TERMS AND CONDITIONS OF SALE ARE FOR ALL PURCHASES OF PRODUCTS BY CONSUMERS FROM NU-HEAT UK LIMITED. IF YOU ARE PURCHASING GOODS AS A BUSINESS (I.E. IN CONNECTION WITH YOUR BUSINESS, TRADE, CRAFT OR PROFESSION) PLEASE REFER TO OUR TERMS AND CONDITIONS OF SALE FOR BUSINESSES.

### Introduction

If you are a consumer (i.e. an individual acting for purposes that are wholly or mainly outside your business, craft, trade or profession), this document (together with the documents expressly referred to on it) tells you information about us and contains the legal terms and conditions on which we sell Products to you.

On this page the words “we” “us” and “our” refer to Nu-Heat UK Ltd.

Please read these Conditions carefully, as they will form part of the Contract between us. Please make sure that you understand them, before ordering any Products. Our relationship is subject to these Conditions and they impose certain responsibilities upon you and **they exclude and limit our liability to you in the event of loss or damage (see clause 13)**. Please note that by ordering any Products, you agree to be bound by these Conditions and the other documents expressly referred to in them.

### 1. Definitions

**1.1.** When the following words with capital letters are used in these Conditions and the Introduction, this is what they mean:

**Balance** - the Purchase Price, less the Deposit paid (if any);

**Business Day** - a day (other than Saturday, Sunday or public holiday) when banks in London are open for business;

**Conditions** - these terms and conditions, on which we supply Products to you;

**Contract** - the contract between you and us (as described in clause 4.4) for the sale and purchase of Products as set out in the Customer Confirmation, which includes these Conditions;

**Customer Confirmation** - our confirmation, in writing, of the Products to be supplied, the Specification, the Delivery Address and the Purchase Price;

**Customer or you** - the person who enters into the Contract to purchase the Products from us;

**Delivery Address** - the address stated in the Customer Confirmation for the delivery of the Products ordered;

**Deposit** - the advance payment, which we may, at our discretion, ask you to make and (if we do so) which you must make to us in advance of our supply of a Product to you, as described in clause 4.5;

**Design Room Temperature** - is defined in clause 5.2;

**Event Outside Our Control** - is defined in clause 14;

**Our Premises** - Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD;

**Products** - the products set out in the Specification;

**Purchase Price** - the total price payable for the Products (including VAT due thereon) set out in the Customer Confirmation, as may be varied from time to time as a result of changes arising from the circumstances described in clauses 5.3.2 and 6.1;

**Quotation** - the estimate or quotation document we prepare and provide to you which sets out, among other things, a draft specification, an estimated price for the products you have enquired about, and further notes/information relevant to your initial enquiry about our goods and services;

**Site** - the website hosted at [www.nu-heat.co.uk](http://www.nu-heat.co.uk)

**Specification** - the plan, description and/or specification of the Products and their incorporation into the System, agreed between you and us (in writing) as attached to the Customer Confirmation, as may be amended from time to time as a result of changes arising from the circumstances described in clauses 5.3.2 and 6.1;

**Supplier, we, us, our** - Nu-Heat UK Limited (company number 3131852) whose registered address is at Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD;

**System** - has the meaning in clause 5.1.

### 2. How to contact us

**2.1.** Should you wish to contact us about these Conditions or any Contract, please do so using the following contact information:

**2.1.1.** Email: [info@nu-heat.co.uk](mailto:info@nu-heat.co.uk);

**2.1.2.** Telephone: +44 (0)1404 549 770;

**2.1.3.** Post: Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD.

**2.2.** If we have to contact you we will do so by telephone (using the number you gave us during the order process) or by writing to you at the email address or postal address you provided to us during the order process.

**2.3.** When we use the words “writing” or “written” in these Conditions, this includes emails.

**2.4.** Words in these Conditions in the singular include the plural and vice versa.

### 3. Important terms about the Products and intellectual property rights

**3.1.** The images of the Products on our Site or which we make available to you (for example, in our product catalogues or if you ask us to send photographs to you of a particular aspect of a Product by email) are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your device’s display of the colours accurately reflects the colour of the Products.

**3.2.** You are responsible for (and we will have no liability/responsibility to you for):

**3.2.1.** All costs and administration associated with obtaining Renewable Heat Incentive (RHI) funding and/or any other government funding necessary or which you decide to obtain in respect of the Products and/or their installation;

**3.2.2.** Complying with all planning laws and regulations in respect of the installation of the Products (e.g. applying for and obtaining any necessary planning permission/approval/consents);

**3.2.3.** Arranging for the installation (whether by third party installers or otherwise) of the System. We also have no liability/responsibility to you for the acts or omissions of any third party installer of the System (including damage to your plumbing and heating systems, damage to your water supply and/or wasted water), unless their acts or omissions are taken as a result of our direct instructions or directions.

**3.3.** All intellectual property rights in or in connection with any Products and/or any materials, designs, drawings, instructions and/or Specifications in connection with the Products remain at all times in our ownership (or that of our licensors). You acknowledge and accept that you will not own or acquire any intellectual property rights (e.g. copyright) in respect of the same and, to the extent you do so, all such rights are hereby assigned to us.

### 4. How a Contract is formed between you and us

**4.1.** If you would like to enquire about ordering any of our products, please contact us:

**4.1.1.** by email to [info@nu-heat.co.uk](mailto:info@nu-heat.co.uk)

**4.1.2.** by telephone on 01404 549 770

**4.1.3.** via the “Contact” page on our Site.

When you contact us, please provide us with details of the products you would like to order from us (for example, the nature of the product you are enquiring about).

**4.2.** Following receipt of your enquiry, we will process your requirements and (where relevant) we



Online  
[www.nu-heat.co.uk](http://www.nu-heat.co.uk)



Freephone  
0800 731 1976 or 01404 549770

will work with you to agree a draft specification for the products you would like to order (i.e. in person, by email or telephone). This process may involve clarifying issues or addressing questions we have and agreeing further aspects/details of the draft specification. Once you and we have agreed the draft specification (or where no specification is necessary) we will provide you with our Quotation for the products in question. This does not mean that your order has been accepted, nor that a Contract between us has been formed;

**4.3.** Please let us know if you would like to proceed on the basis of the Quotation we provide to you. When you have done so, we will send you (by email) a Customer Confirmation to confirm the details of your order and we will let you know the amount of Deposit you are required to pay (if applicable, see clause 4.5) and issue an invoice to you in respect of the amount of Deposit due;

**4.4.** The Contract between us will only be formed when we have sent the Customer Confirmation to you and:

**4.4.1.** If we ask you to pay for the Products up front, when the Products have been paid for (in full and in cleared funds); or

**4.4.2.** If we ask you to pay a Deposit (see clause 4.5), when you have paid the Deposit (in full and in cleared funds).

**4.5.** We reserve the right to ask you to pay a Deposit in respect of the Products you are ordering from us. If we ask you to pay a Deposit, we will let you know the amount you are required to pay (i.e. in person, by 'phone or in writing) and the Deposit must be paid by credit or debit card, by cheque or via bank transfer (**please note** that Deposits in respect of renewable Products must be paid by credit card. Payments for renewable Products via debit card, cheque or bank transfer will not be accepted). We will confirm receipt of payment of the Deposit by sending you a receipt. Please see clauses 11.2 and 12.2, which explain the circumstances in which we may retain all or part of the Deposit you have paid if you or we end the Contract.

### 5. Creating the System design and the Design Room Temperature - the customer's attention is drawn to this clause

**5.1.** After you have submitted your order to us, we will work with you on the design of the domestic heating system into which the Products are to be incorporated and/or will comprise ("**System**"). During this process, we may ask you to provide us with certain instructions and/or information order to carry out that design work. If you do not, within a reasonable time of us asking for it provide us with the instructions/information we need from you, or you provide us with incomplete or incorrect instructions/information, you accept that this may cause a delay in the time it takes for us to deliver the Products to the Delivery Address or we may end the Contract (see clause 12.1). We will not be responsible for late delivery of the Products or not providing any part of them if this is caused by you not giving us the instructions/information we need within a reasonable time of us asking for it (including information we ask you to provide in clause 6.4).

As part of the design work referred to in clause 5.1, we will agree with you a target internal room air temperature value, being the target room air temperature that the System needs to attain,

relative to a given outside temperature ("**Design Room Temperature**"). If we do not discuss or we are unable to agree the Design Room Temperature, the Design Room Temperature shall be deemed to be in-line with NHBC technical guidance entitled <http://www.nhbc.co.uk/Builders/ProductsandServices/Standardsplus2019/#337> (as in force on the date of the Contract), relative to an outside air temperature of -3 degrees Celsius.

**5.2.** If, during the design work referred to in clause 5.1, it becomes apparent that, due to the nature and structure of the property into which the System is to be installed, it will not be possible for the System to generate sufficient heat to achieve the Design Room Temperature:

**5.2.1.** You may accept that the System will not achieve the Design Room Temperature and proceed with the Contract on that basis, using the existing Specification and at the Purchase Price in the Customer Confirmation (but you will not be able to end the Contract at a later date on the basis that the System will not / does not achieve the Design Room Temperature (i.e. under clause 5.3.3);

**5.2.2.** We will let you know about changes to the Specification that are necessary (i.e. in order for the system to generate sufficient heat to achieve the Design Room Temperature) and we will let you know about any changes to the Purchase Price, the timing of delivery of the Products to you or anything else which would be necessary as a result, and we will ask you to confirm whether you wish to go ahead with the requisite change or you may end the Contract by notifying us in writing or verbally and we will return to you the Deposit you have paid; or

**5.2.3.** You may end the Contract (within a reasonable time and before we provide any Products to you) by notifying us in writing or verbally and we will return to you the Deposit you have paid.

We will not proceed with your order until you have confirmed your instructions. If you do not provide us with your instructions within a reasonable time of us asking for them, we may end the Contract (see clause 12.1.2 and clause 12.2).

**5.3.** Once we have completed the design of the System:

**5.3.1.** We will send you a revised Customer Confirmation, setting out the Specification (confirming or, where relevant, updating the list of Products and the Purchase Price for the Products listed in the Specification) and the Delivery Address and we will ask you to confirm (in writing or verbally) that you wish to proceed with your order. We will not proceed with your order until you have confirmed your instructions. If you do not provide us with your instructions within a reasonable time of us asking for them, we may end the Contract (see clause 12.1.2 and clause 12.2);

**5.3.2.** If you have asked us to deliver the Products to you, we will also let you know (as soon as we are able to after we have received your order) when we estimate the Products will be delivered to the Delivery Address.

### 6. Changes to the Specification

**6.1.** Please take the time to read and check the Quotation and the Specification to make sure all the information set out in them is correct. If you wish to make a change to a Product you have ordered

and/or the Specification, please let us know. We will let you know if the change is possible. We reserve the right to refuse requested changes to the Products/Specification. If the change is possible and we agree to it (at our discretion), we will let you know about any changes to the Purchase Price, the timing of delivery of the Products to you or anything else which would be necessary as a result of your requested change and we will ask you to confirm whether you wish to go ahead with the change or whether you wish to continue on the basis of the existing Specification. We will not proceed with your order until you have confirmed your instructions. If you do not provide us with your instructions within a reasonable time of us asking for them, we may end the Contract (see clause 12.1.2 and clause 12.2).

**6.2.** If, during the 14 day cancellation period (if applicable) referred to in clause 10, it is not possible to make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 10). For the avoidance of any doubt, if you ask us to make a change to the Specification after that 14 day cancellation period and it is not possible to make the change you have requested, or if we do not agree to the change, you will not have the right to end the Contract (unless clause 11.1 applies).

**6.3.** We may change any Product and/or the Specification (in whole or in part):

**6.3.1.** Which we are required to make to reflect changes in relevant laws and/or regulatory requirements; or

**6.3.2.** If there is an Event Outside Our Control (see clause 14).

**6.4.** During the process of processing your order and/or manufacturing certain goods (e.g. bespoke products) we may need certain instructions/information from you, so that we can process and/or deliver your order to you. For example, we may need you to provide us with instructions/information about the Delivery Address. If you do not, within a reasonable time of us asking for it (e.g. in person, by email or by telephone), provide us with the instructions/information we need from you, or you provide us with incomplete or incorrect instructions/information, you accept that this may cause a delay in the time it takes for us to deliver the Products to the Delivery Address or we may end the Contract (see clause 12.1). We will not be responsible for late delivery of the Products or not providing any part of them if this is caused by you not giving us the instructions/information we need within a reasonable time of us asking for it.

### 7. Payment of the Purchase Price

**7.1.** Payment for the Products is in full in advance of delivery of the Products to you and payment for the Purchase Price shall be as follows:

**7.1.1.** Payment of the Deposit (if applicable), shall be as described in clause 4.5;

**7.1.2.** We will issue an invoice to you for the Balance (showing the Purchase Price, the amount of Deposit paid by you (if any) and the Balance payable) once we have agreed the delivery date for the Products.

You must pay (in full and in cleared funds) each invoice we send to you within thirty (30) days of the date of the date shown on the invoice and, **in any event, prior to delivery of the Products to the Delivery Address.** We will not deliver the Products until

we have received payment (in full and in cleared funds) of the Purchase Price.

**7.2.** You will only own the Products when we have received payment (in full and in cleared funds) of the Purchase Price.

**7.3.** You can pay our invoices via bank transfer, debit or credit card or cheque (made payable to 'Nu-Heat UK Ltd').

**7.4.** The price of a Product excludes VAT (where applicable) at the applicable current rate chargeable for the time being at the date the Contract between us is formed, which you must pay as part of the Purchase Price. We will inform you of the amount of VAT payable in respect of the Products when we send your our invoices for the Products (as described in clause 7.1).

**7.5.** The Purchase Price includes our delivery charges that may apply if you have asked us to deliver the Products to you (see clause 8 below). Please see clause 8.6, which contains further information on additional charges you may have to pay in certain circumstances.

### 8. Delivery

**8.1.** When you place your order, you can choose between:

**8.1.1.** Collecting the Products from Our Premises; or

**8.1.2.** Asking us to arrange for the Products to be delivered to you at the Delivery Address.

**8.2.** If you are collecting the Products from Our Premises and the Products are not available for immediate collection, we will notify you (by telephone, by SMS text message or email to the telephone number or email address you provided to us during the order process) when the Products are ready for you to collect them. Collection will be complete (and you will be responsible for the Products) when all of the Products have been loaded onto/into your vehicle. You will be responsible for securing the Products in or to your vehicle when you collect them from us.

**8.3.** If you have asked us to deliver the Products to you we will contact you (by email or telephone, when the Products are available for collection or delivery) to arrange a convenient date (or dates) for the Products to be delivered to the Delivery Address. Any dates for delivery contained in the Customer Confirmation are approximate only and we may deliver the Products before, on or after such dates.

**8.4.** You acknowledge and accept that we may deliver the Products in instalments. These Conditions shall apply equally to each instalment delivery.

**8.5. We will not be responsible for late collection/delivery of the Products if this is caused by you failing to pay any part of the Purchase Price by the due date for payment (see clause 7).**

**8.6.** Delivery charges and timescales will vary depending on the type of Product ordered and the Delivery Address. If you are not available to accept delivery of the Products, or if you do not collect them from Our Premises, on the date we agree with you (see clause 8.3), we will attempt to contact you (using the details you have given us) to arrange re-delivery. Each re-delivery attempt will incur an additional delivery charge to cover our extra costs which you must pay before we will attempt re-delivery/collection, as well as a reasonable

storage charge for keeping your Products for longer than originally agreed. If we are unable to contact you within a reasonable time to arrange re-delivery/collection, or if you refuse to pay any additional delivery/storage charges due, we will treat the Contract as cancelled, notify you in writing and you agree we are entitled to offset (and retain out of any sums received from you for the Products (i.e. the Purchase Price)) such sums as we have and/or will incur in connection with our performance of the Contract up to the date on which we treat the Contract as cancelled (for example, the costs we have incurred in acquiring some/all of the Products from our suppliers, see clause 12.2).

**8.7.** We will ensure that the Products you have ordered from us are delivered to you or are ready for collection without undue delay. We aim to have the Products ready to be delivered to you or ready for collection within 2 weeks of your confirming your agreement to the Specification and that you wish to proceed with your order (see clause 5.4). You acknowledge and accept that delivery may take longer than 30 days from the date the Contract is formed and that the 30 day time frame for delivery specified by section 28(3) of the Consumer Rights Act 2015 shall not apply. Please read clause 14 about what happens if there is an Event Outside Our Control, which results in a delay in delivery or failure to deliver the Product. If there is an Event Outside Our Control, we will contact you to discuss what will happen next.

**8.8.** You should check all Products you receive against your order as soon as possible to make sure they reflect what you ordered and that they are not damaged. If you discover that the Products do not reflect what you ordered, are damaged or are not as described you must tell us as soon as reasonably possible after discovering this, either by email, by telephone, in person or by letter addressed to us at Our Premises where you placed your order. We can then discuss with you the next steps to address your concerns.

**8.9.** Delivery of the Products shall be completed when they have been unloaded from the delivery vehicle at the Delivery Address. The Products will be your responsibility from completion of delivery.

### 9. Product Warranty

**9.1.** To the extent we are able to, we will pass on to you the benefit of any third party manufacturer/supplier warranty that is applicable to the Products you purchase from us. Certain warranties may require you to contact the manufacturer/supplier directly in order to register your Product and/or your contact details with them or in order to make a claim under their warranty.

**9.2.** Nothing in this clause 9 is intended to limit or to exclude our liability in respect of the Products that cannot be excluded or restricted under section 31 of the Consumer Rights Act 2015.

### 10. Your rights to cancel as a consumer

**10.1.** If you are a consumer, in certain circumstances you have a legal right to cancel a Contract during the period set out below in clause 10.3. This means that if you change your mind for any reason and you decide you do not want to keep a Product during the cancellation period, you can notify us of your decision to cancel the Contract and receive a refund. You do not have to give us a reason for exercising your right to cancel during the period set

out below in clause 10.3. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

**10.2. However, this cancellation right does not apply in the case of:**

**10.2.1. Any Products where the Contract was formed in person at Our Premises (which are known as "on premises Contracts" (see section 5 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013));**

**10.2.2. Any Products that are made to your specification and/or which are clearly personalised or custom made; or**

**10.2.3. Any Products which become mixed inseparably with other items after their delivery to you.**

**10.3.** Unless clause 10.2 applies, your legal right to cancel a Contract starts from the date at which the Contract between us is formed (see clause 4.4). Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single Product (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the Product.  Example: if the Contract is formed on 1 January and you receive the Product on 10 January, you may cancel the Contract at any time between 1 January and the end of the day on 24 January.
Your Contract is for either of the following: <ul style="list-style-type: none"> <li>one Product which is delivered in instalments on separate days.</li> <li>multiple Products which are delivered on separate days.</li> </ul>	The end date is the end of 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered.  Example: if the Contract is formed on 1 January and you receive the first instalment of your Product or the first of your separate Products on 10 January and the last instalment on 15 January, you may cancel the Contract in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.



To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form available in the Schedule to these Conditions or on our Site [nu-heat.uk/contractcancellationform](http://nu-heat.uk/contractcancellationform). A link to the website cancellation form will be included in our Customer Confirmation. You can return your completed cancellation form to us in person at Our Premises, by email (to [info@nu-heat.co.uk](mailto:info@nu-heat.co.uk)) or by post to Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD.

If you do not wish to use the cancellation form, you can also tell us in person at Our Premises or email us (to [info@nu-heat.co.uk](mailto:info@nu-heat.co.uk)), telephone us (on +44 (0)1404 549 770) or write to us (at Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD) to let us know that you wish to cancel your order. If you are emailing us or writing to us, please include details of your order to help us to identify it (e.g. your order number, name, email address, etc.). If you give us your cancellation notice in person at Our Premises or if you send us your cancellation notice by email or by post, then your cancellation is effective from the date you tell us in person, send us the email or post the letter to us. For example, you will have given us the notice in time as long as you get your letter into the last post on the last day of the cancellation period (with the correct postage paid) or email us before midnight on that day. You may wish to keep a copy of your cancellation notice for your own records.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**10.4.** If you cancel your Contract and subject to you complying with clause 10.5 we will:

**10.4.1.** Refund you the Purchase Price, less the Deposit paid (if any and in whole or in part where the last sentence of clause 4.5 applies). Please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your unnecessary handling of them in a way which would not be permitted in a shop (i.e. your handling them in a manner other than what is necessary to establish the nature, characteristics and functioning of the Products) or where the item has not just been checked, but used. For example, if you have received a Product and have removed any packaging to check that the Product is not damaged, this would be acceptable. However, it is likely that we would reduce your refund to reflect its diminished value if you had used the Product and/or caused any damage to the Product before you returned it to us.

**10.4.2.** Refund any delivery costs you have paid in having the Products delivered to you, although, as permitted by law, the maximum refund in respect of delivery costs you have paid will be the costs of delivery by the least expensive delivery method we offer.

**10.4.3.** Make any refunds to you without undue delay and in any event within the deadlines indicated below:

**10.4.3.1.** If you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product

back to us. For information on how to return a Product to us, see clause 10.5;

**10.4.3.2.** If you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

Please note that we may withhold reimbursement until you have complied with the requirements of clause 10.5.1.

**10.5.** If the Products are delivered to you before you decide to cancel your Contract, or if you receive them after you decide to cancel your Contract:

**10.5.1.** You must return the Products to us without undue delay and within no more than 14 days after the day on which you let us know that you wish to cancel the Contract. The deadline is met if you send back the Products before the period of 14 days has expired. You can arrange for delivery by you or a third party of the Products to us at Our Premises;

**10.5.2.** You will be responsible for the cost of returning the Products to us and for ensuring that the Products returned to us are not damaged while they are in your possession and/or in transit (please see clause 10.6);

**10.5.3.** We may (but do not have to) offer to arrange collection of the Products on your behalf. Where this is the case, we may contact you and offer to collect the Products from you. In such circumstances, you agree that you will be responsible for paying us for the cost of the collection. We will collect the Products from the Delivery Address. We will contact you to arrange a suitable time for collection. If we have offered to collect the Product from you, we will charge you the direct costs to us of collection. We will notify you in advance of the cost of collection of the Products from you. We reserve the right to deduct the cost of collection from any reimbursement due to you;

**10.5.4.** You must take reasonable care of the Products and keep them in your possession and not use them until they are returned to us or collected by us.

**10.6.** If you choose to return any Products to us we will not be responsible for loss or damage to them in transit. We therefore recommend that these are returned to us either in person to Our Premises, or using a reputable delivery provider. If Products are damaged or lost while they are in your control or in delivery, we reserve the right to charge you, or not to refund any amounts due to you, that are attributable to the loss or damage.

**10.7.** We will refund any sums due to you (if any) on the credit card or debit card used by you to pay us for the Products, or by cheque if appropriate. In any event, you will not incur any bank fees as a result of the reimbursement.

**10.8.** Where you request for us to deliver a Product to a third party, you will only be able to exercise the cancellation right referred to in this clause if you can return the goods to us or we can arrange with the third party to collect them.

**10.9.** Because you are a consumer, we are under a legal duty to supply Products that are in conformity with the Contract.

### 11. Your rights to end a Contract

**11.1.** You can only end a Contract because you have a statutory right to cancel (see clause 10) or if

you have a good reason to do so (i.e. only for a reason set out in the sub-clauses below) in which case the Contract will end immediately and, if you have made any payment in advance we will refund you in full, unless clause 4.5 applies (in respect of Deposits paid) or clause 10.4.1 applies (for any Products which have not been provided or have not been properly provided). The relevant reasons are:

**11.1.1.** Supply of the Products is delayed for eight weeks beyond the estimated delivery date because of an Event Outside Our Control (see clause 14); or

**11.1.2.** During the design work referred to in clause 5.1, it becomes apparent that the System will not generate the Design Room Temperature and/or you do not agree to the changes to the Specification and/or the Purchase Price that are necessary in order to achieve the Design Room Temperature (see clause 5.3) and you have decided not to proceed with the Contract on that basis;

**11.1.3.** You have a legal right to end the Contract because of something we have done wrong.

**11.2.** If you end the Contract for the reason set out in clause 11.1.2, we may retain all or part of the Deposit and/or the Purchase Price if we have incurred costs in fulfilling your order (for example, if we incur costs in purchasing goods that are bespoke to your order from our suppliers), but we will not retain more than the costs we have incurred.

**11.3.** If you end the Contract for the reason set out in clause 11.1.1 or clause 11.1.3, if you have made any payment for the Products in advance, which we have not delivered to you, we will refund you in full.

### 12. Our rights to end a Contract

**12.1.** We may end a Contract at any time by writing to you if:

**12.1.1.** You do not make any payment to us when it is due (see clause 7.1) and you still do not make payment (in full and in cleared funds) within 7 days of us reminding you that payment is due;

**12.1.2.** You do not, within a reasonable time of us asking for it, provide us with instructions/information that are necessary for us to provide or deliver to you the Product ordered (see clauses 5.1, 5.3, 5.4.1 and 6.4).

**12.1.3.** You do not, within a reasonable time, allow us to deliver a Product to you or you do not collect them from Our Premises or if you refuse to pay any additional delivery/storage charges due (in each case, see clause 8.6); or

**12.1.4.** We have a legal right to end the Contract because of something you have done.

**12.2.** If we end the contract for any of the reasons set out in clause 12.1, we may retain all or part of the Deposit and/or the Purchase Price if, we have incurred costs in fulfilling your order (for example, if we incur costs in purchasing goods that are bespoke to your order from our suppliers), but we will not retain more than the costs we have incurred.

### 13. Our responsibility for loss or damage suffered by you

**13.1.** If we fail to comply with these Conditions, we are responsible for costs, loss or damage you suffer that is a natural, foreseeable consequence of our breach of these Conditions or our failing to use reasonable care and skill, but we are not responsible for any costs, loss or damage that is not so foreseeable (for example, payments due from you to any third party under any contract or arrangement



of which we have no knowledge at the time the Contract is entered into). Loss or damage is foreseeable if it was obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example if you discussed it with us during the sales process.

**13.2.** You acknowledge and accept that you must take steps to mitigate any costs, losses and or damages that you may suffer in the event that we fail to comply with these Conditions.

**13.3.** As you are a consumer, you agree not to use the Products (or any of them) for any commercial, business or re-sale purposes, and in any event we will have no liability to you for any loss of profit or revenue, loss of enjoyment, loss of or damage to reputation or goodwill, loss of business, business interruption, or loss of business opportunity.

**13.4.** We do not in any way exclude or limit our liability for:

**13.4.1.** Death or personal injury caused by our negligence or that of our employees, agents or subcontractors;

**13.4.2.** Fraud or fraudulent misrepresentation;

**13.4.3.** Any liability or responsibility that cannot be excluded or restricted under section 31 of the Consumer Rights Act 2015;

**13.4.4.** Defective products under the Consumer Protection Act 1987; or

**13.4.5.** Any other liability for which it would be unlawful for us to attempt to limit or exclude liability.

#### 14. Events outside our control

**14.1.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

**14.2.** An Event Outside Our Control includes any act, event, non-happening, omission or accident outside our reasonable control and includes in particular (but without limitation) the following:

**14.2.1.** Strikes, lock-outs or other industrial action;

**14.2.2.** Civil commotion, riot, invasion, terrorist attack or threat or risk of terrorist attack, war (whether declared or not) or threat or preparation for war;

**14.2.3.** Fire, explosion, storm, flood, extreme or adverse weather, earthquake, subsidence, epidemic or other natural disaster;

**14.2.4.** Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

**14.2.5.** Impossibility of the use of public or private telecommunications networks;

**14.2.6.** The acts, decrees, legislation, regulations or restrictions of any government;

**14.2.7.** Denial of service attacks or other types of attacks that are directed toward the infrastructure that supports the Site and/or our computer systems;

**14.2.8.** Any type of outage or service degradation relating to the unavailability of a financial institution including, but not limited to, issuers and/or acquirers or any third party switch or processing system; or

**14.2.9.** Any failure or service outage or shortage of raw materials that falls outside of our control (e.g. default or failure of our suppliers or sub-contractors).

**14.3.** Our performance under any Contract is deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will endeavour to bring the Event Outside Our Control to a close or to find a solution by which our obligations under the Contract may be performed despite the Event Outside Our Control.

**14.4.** If an Event Outside Our Control takes place that affects the performance of our obligations under any Contract, we will contact you as soon as reasonably possible to notify you. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract for a period of more than eight weeks beyond the estimated delivery date, then you may cancel the said Contract and we will refund any sums you have paid to us in respect of the Products that have been paid for, but not delivered, as soon as we are able to.

#### 15. Our right to vary these Conditions

**15.1.** We may update or amend these Conditions from time to time. Please review these Conditions regularly to ensure you are aware of any changes we have made.

**15.2.** Once a Contract is formed, we will not make any changes to the Conditions that apply to that Contract. However if you are a returning customer please check our Conditions regularly to ensure you are aware of any changes we have made to our Conditions since the last time you purchased Products from us.

#### 16. Communications between us

**16.1.** When we refer, in these Conditions, to "in writing", this will include email, unless it is clear that email is not intended to be included in any particular scenario.

**16.2.** Applicable laws require that some of the information or communications we send to you should be in writing. When purchasing Products from us, you accept that communication with us will be mainly electronic. We will contact you by email. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### 17. Other Important terms

**17.1. All amounts due under the Contract shall be paid in full**, without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**17.2. Our right not to accept orders and applicable refund.** We may decide not to accept an order from you for Products. If we do so, if you have made any payment in advance for the Products, we will refund you the full amount you have paid as soon as possible.

**17.3. We may transfer this agreement to someone else.** We may transfer our rights under any Contract to another organisation, but this will not affect your rights or obligations under these Conditions. You may only transfer your obligations under these Conditions to another person if we agree in writing.

**17.4. Nobody else has any rights under these Conditions and/or any Contract.** The Contract is between you and us. No other person shall have any rights to enforce any terms that apply to the Contract.

**17.5. If a court finds part of these Conditions illegal, the rest will continue in force.** Each of the clauses of these Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses (and part clauses, where relevant) will remain in full force and effect.

**17.6. Even if we delay in enforcing these Conditions, we can still enforce them later.** If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

**17.7. Which laws apply to these Conditions and where you may bring legal proceedings.** These Conditions are governed by English law and you or we can bring legal proceedings in respect of the Contract and/or the Products in the English courts. If you live in Scotland you or we can bring legal proceedings in respect of the Contract and/or the Products in either the Scottish or the English courts. If you live in Northern Ireland, you or we can bring legal proceedings in respect of the Contract and/or the Products in either the Northern Irish or the English courts.

**17.8. Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint or we fail to resolve a dispute between us in relation to the a Contract or the Products you may want to contact The Retail Ombudsman, who is certified ADR provider with whom we are willing to work. Further information about The Retail Ombudsman is available on their website at <http://www.theretailombudsman.org.uk>. We are also required to provide you with a link to the European Commission's Online Dispute Resolution (ODR) platform: <http://ec.europa.eu/consumers/odr/>.





UNDERFLOOR  
HEATING



HEAT  
PUMPS



SOLAR  
THERMAL

**Nu-Heat**  
UNDERFLOOR & RENEWABLES

## Information sheet

# Nu-Heat UK Ltd. Terms and Conditions of Sale of Goods to the Trade

## NU-HEAT UK LIMITED

Company No. 3131852 VAT No. GB156722794

### IMPORTANT NOTICE:

THESE TERMS AND CONDITIONS OF SALE APPLY TO ALL PURCHASES OF PRODUCTS BY BUSINESS CUSTOMERS OF NU-HEAT UK LIMITED. IF YOU ARE A CONSUMER (I.E. YOU ARE NOT PURCHASING PRODUCTS IN THE COURSE OF YOUR BUSINESS, CRAFT, TRADE OR PROFESSION), THESE TERMS AND CONDITIONS DO NOT APPLY TO YOU AND WE REFER YOU TO OUR TERMS AND CONDITIONS OF SALE FOR CONSUMERS, WHICH WILL APPLY TO YOUR ORDER FOR PRODUCTS.

### 1. Definitions

**Balance** - the purchase price of the Products (as determined in accordance with clause 5(b)), less the Deposit paid (if any).

**Company** - means Nu-Heat UK Limited of Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon EX14 1SD company number 3131852.

**Conditions** - means the standard terms and conditions of sale set out in this document.

**Contract** - means the legally binding contract for the sale by the Company and purchase by the Customer of the Products.

**Customer** - means the person, entity or firm who submits an order for Products to the Company and whose order for Products is accepted by the Company in accordance with these Conditions.

**Delivery** - has the meaning in clause 8(a).

**Delivery Address** - means the address to which the Products are to be delivered, as agreed between the Customer and the Company.

**Deposit** - means the advance payment, payable by the Customer to the Company in advance of the Company's supply of the Products.

**Design Room Temperature** - has the meaning given in clause 6(b).

**Force Majeure Event** - has the meaning in clause 15(a).

**Order Confirmation** - has the meaning in clause 3(a).

**Products** - means the products (or any parts for them) set out in the Order Confirmation which the Company is to supply in accordance with these Conditions and/or which are added to/substituted into the Customer's order pursuant to clauses 3(d), (e), (f) and/or 6(d).

**Quotation** - means the estimate or quotation document produced by the Company detailing, inter alia, the specification of the Products, quoted price for the Products, and further notes relevant to the Customer's enquiry.

**Renewables** - means Heat Pump Products and/or and Solar Thermal Products.

**System** - has the meaning given in clause 6(a).

### 2. Application

a) THESE Conditions apply to all orders and the Contract to the exclusion of all other terms or conditions that the Customer may seek to impose or incorporate (whether orally, via conduct, under any purchase order, confirmation of order, specification or other document), or which may be implied by trade, custom, practice or course of dealing. Accordingly, no terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of any contract between the Company and the Customer for the supply by the Company to the Customer of any products. No addition to, or variation of these Conditions, nor any representation concerning any products will bind the Company, unless specifically agreed in writing and signed by a Director of the Company. No agent or person employed by, or under contract with the Company has any authority to alter or vary in any way these Conditions and/or to make any representation about any products, except as stated above. IF these Conditions are so varied then, subject to the express terms of that variation, these Conditions shall continue to apply as if that variation were incorporated in the Contract.

(b) ANY Quotation given by the Company to the Customer shall constitute an invitation to the Customer to make an offer to purchase the products listed on that Quotation, subject to these Conditions. Any quotation is not a binding offer and is not capable of acceptance. Any Quotation shall (unless it is withdrawn by the Company) only be valid for a period of 3 months from the date of its issue.

(c) ANY samples, drawings, descriptive matter or advertising produced by the Company and any descriptions contained in the Company's catalogues, websites or brochures are produced for the sole purpose of giving an approximate idea of the products described therein and they are for illustrative purposes only. They shall not form part of the Contract or have any contractual force. Products may vary from those samples, drawings, descriptive matter, advertising, descriptions and/or illustrations.

(d) ANY typographical, clerical or other error or omission in any sales literature, product catalogue, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company, provided that such will not apply after a Contract has been formed.

### 3. Acceptance of orders

(a) NO Contract shall come into existence until the Company acknowledges and accepts the Customer's

order in writing ("Order Confirmation") and (where applicable) when the Company has received payment (in full and in cleared funds) of the Deposit (see clause 4).

(b) THE Customer shall be responsible to the Company for ensuring the completeness and accuracy of the terms of any order submitted by the Customer to the Company and/or any applicable specification, and for giving the Company any necessary information relating to the Products and or the provision of them to the Customer within a sufficient time to enable the Company to perform the Contract in accordance with these Conditions. The Customer's order constitutes an offer by the Customer to purchase products from the Company in accordance with these Conditions.

(c) IF the Company is unable or unwilling to supply the Customer with any goods included in the Customer's order, the Company shall inform the Customer and the Customer's order shall not be processed in respect of those products. If the Customer has already paid for those products, the Company shall refund the full amount for those products as soon as reasonably practicable.

(d) AFTER the Contract is formed, the Customer shall not be entitled to amend or cancel the Contract (or any parts thereof) without the written agreement of the Company and the Customer undertakes to pay the fair and reasonable wasted costs and expenses incurred by the Company in respect of the fulfilment of the Customer's order, whether in whole or in part, which were incurred at any time up to (and including) the date on which the Company agrees in writing that the Contract may be cancelled or amended. Such costs and excesses may be in excess of the Deposit paid (if any). The Company shall promptly respond to any request to amend or cancel the Contract.

(e) THE Company may consider any request made by the Company (after the Contract has been entered into) to change the Products and/or their specification, but the Company does not have to agree to any such changes. If the Company does agree in principle to change the Products or their specification, it will do so at its sole and absolute discretion and the Company will inform the Customer of any resulting change to the price of the Products. The Customer may choose to accept the change to the Products/ their specification and the resultant change in price, or the Customer may choose to continue at the originally agreed price for the originally agreed Products and specification.

(f) THE Company reserves the right to: (i) make any changes in the Products and/or their specification,



Online  
[www.nu-heat.co.uk](http://www.nu-heat.co.uk)



Freephone  
0800 731 1976 or 01404 549770



which are required to conform with any applicable statutory or regulatory requirement; and (ii) substitute the Products for other products of an identical/ equivalent function and performance, provided that the price charged to the Customer for any substitute product shall be the same as the original Product.

#### 4. Deposit

(a) THE Company may (at its discretion) require the Customer to pay a Deposit of up to 20% of the total purchase price of the Products (as set out in the Quotation). The Deposit (if any) shall be payable by the Customer in accordance with clause 6.

(b) THE Customer acknowledges that it is reasonable for the Deposit to be non-refundable on the basis that, once the Contract is formed, the Company will incur cost and expenditure in fulfilling the Customer's order (e.g. labour costs in carrying out design work on the System and/or ordering goods from third party suppliers).

#### 5. Prices and charges

Subject to clause 3(e) and clause 6:

(a) Until an order has become binding on the Company (i.e. upon the issue of an Order Confirmation and (if applicable) payment of the Deposit) all prices are subject to change without prior notice.

(b) THE price of the Products shall be the Company's quoted price as set out in the Order Confirmation. Prices quoted are exclusive of VAT (unless otherwise stated), which shall be payable in addition by the Customer. The price of the Products is inclusive of the costs and charges of packaging, insurance and transport of the Products to the Delivery Address.

(c) THE Company reserves the right to increase the price of the Products at any time up to 5 business days before delivery of the Products (by giving notice to the Customer) to reflect any increase in the cost of the Products that is due to: (i) increases in acquisition costs of the Products or materials, labour and/or transport; (ii) foreign exchange fluctuations, increases in any tax, duty, fee or other charge imposed or levied by the Government or other authority; (iii) or any delay in delivery of the Products caused by any instructions of the Customer or failure of the Customer to give the Company adequate, accurate or complete information and/or instructions; or (iv) any delay caused by a Force Majeure Event.

(d) THE Company reserves the right to increase the price of the Products at any time before delivery of the Products (by giving notice to the Customer) to reflect any change in the cost of the Products that is due to any change in the delivery date(s), quantities or specifications for the Products which are requested by the Customer.

#### 6. System design and design room temperature - the customer's attention is drawn to this clause

(a) AFTER the Customer has submitted its order, the parties shall work together on the design of the heating system into which the Products are to be incorporated ("System"). The Customer shall promptly provide the Company with such instructions and information as it may reasonably require in order to carry out the said design work.

(b) AS part of the said design work, the parties shall agree a target internal room temperature value, being the target room air temperature that the System needs to attain relative to a given outside air temperature ("Design Room Temperature"). If the parties do not discuss or are unable to agree the

Design Room Temperature, the Design Room Temperature shall be deemed to be in-line with NHBC technical guidance entitled <http://www.nhbc.co.uk/Builders/ProductsandServices/Standardsplus2019/#337> (as in force on the date of the Contract), relative to an outside air temperature of -3 degrees Celsius.

(c) IF during the design work it becomes apparent that, due to the nature and structure of the property in which the System is to be installed, it will not be possible for the System to generate sufficient heat to achieve the Design Room Temperature the Customer may: (i) accept that the System will not achieve the Design Room Temperature and proceed with the Contract on that basis; or (ii) terminate the Contract by giving written notice to the Company within a reasonable time and in any event before we provide any Products to you).

(d) IF as a result of the design work changes to the Products and/or their specification are necessary (e.g. in order to attain the Design Room Temperature), the Company will inform the Customer of any resulting change in the purchase price of the Products. When the Company has done so, the Customer may choose to accept the change to the Products and/or their specification and the resultant change in the purchase price of the Products or the Customer may choose to continue with the originally agreed Products, specification and price of the Products.

#### 7. Invoices and payment

(a) The Company may issue requests for payment for the Products to the Customer in the following manner: (i) the Company may issue a request for payment of the Deposit (if applicable) at the same time as (or at any time after) it issues the Order Confirmation; (ii) the Company may issue its request for payment of the Balance at any time after the parties have agreed the delivery date for the Products. The Company will issue an invoice for the price of the Products (i.e. showing the amount paid by the Customer) following delivery of the Products to the Delivery Address.

(b) UNLESS otherwise agreed in writing by the Company, the Customer shall pay the Company's requests for payment (in full and in cleared funds) within 30 days of the date of the request and in any event prior to Delivery. Time for payment shall be of the essence of the Contract. The Company's invoices may be paid by credit or debit card, by bank transfer or by cheque made payable to "Nu-Heat UK Limited".

(c) The Customer shall pay all amounts due under the Contract in full without any deduction and shall not be entitled to set-off any amount due in whole or in part.

(d) IF the Customer defaults in making any payment due to the Company (in full and in cleared funds) on or before the due date for payment then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to (i) cancel the Contract and cancel any other orders received from the Customer; and (ii) charge interest on the overdue amount at the rate of 5% above the base rate of Lloyds Bank Plc from time to time. Such interest shall accrue on a daily basis from the due date for payment until and including the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with any amount overdue. If any invoice is not paid on the due date for payment

all other invoices rendered by the Company shall thereupon be deemed due and immediately become payable in full and in cleared funds.

#### 8. Delivery of products and services

(a) DELIVERY of the Products shall be made by the Company to the Delivery Address, during the Company's normal business hours. Delivery shall be complete on the Products' arrival at the Delivery Address ("Delivery"). The Company shall endeavour to notify the Customer of the time and date on which delivery will take place. Where Products are to be delivered to a destination outside the United Kingdom, the then delivery shall be in accordance with FOB INCOTERMS 2010.

(b) ANY time or date specified by the Company as the time at which or date on which the Products will be delivered or installation or commissioning services provided is given and intended as an estimate only and the time for delivery is not of the essence. The Company shall not be liable for any delay in delivery that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate, accurate or complete delivery instructions.

(c) The Products may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

(d) THE Company reserves the right to make delivery by instalments, and these Conditions shall apply to each instalment delivery and any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to terminate the whole Contract and/or to treat the Contract as a whole as repudiated.

(e) IF the Company fails to deliver the Products (or any instalment) within a reasonable time, to the fullest extent permitted by law, the Company's liability shall be limited to (and the Customer's sole remedy shall be) a reimbursement of the costs and reasonable out of pocket expenses incurred by the Customer in obtaining replacement products of the same or (where not possible) similar description and non-defective quality in the cheapest market available, less the price of the Products that were not delivered.

(f) If the Customer fails to take delivery of the Products or fails to give the Company adequate, accurate or complete delivery instructions at the time stated for delivery, then, without limiting any other right or remedy available to the Company, the Company may: (i) store the Products at its premises (or at the premises of a third party) until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or (ii) sell the Products at the best price readily obtainable and (after deducting all reasonable storage delivery, administrative and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

(g) The quantity of any consignment of Products, as recorded on dispatch of the Products to the Delivery Address shall be conclusive evidence of the quantity received by the Customer on Delivery, unless the Customer can provide conclusive evidence to the contrary.

#### 9. Inspection of products delivered

Products must be carefully examined within 14 days of Delivery and in any event before the Products are put into use, after which the Customer will be deemed to have accepted the Products in good

condition and conformity in all respects with the Customer's order.

#### 10. Defective products

(a) SUBJECT to the exclusions set out in (c) below, the Company warrants that the Products will, at the time of delivery, correspond with their specification and be free from defects in material and workmanship.

(b) In addition to the warranty in 10(a), the Company may provide additional warranties or guarantees on certain Products, details of which will be included in the Quotation.

(c) Subject to clause 10(d), if (i) the Customer gives notice in writing to the Company within seven days of delivery or within a reasonable time of discovery that some or all of the Products (or part of them) do not comply with the warranty set out in clause 10(a) or referred to in clause 10(b); and (ii) the Customer returns the allegedly defective Product (or part Product) to the Company, so that the Company may examine such Products, then the Customer's sole and exclusive remedy shall be that the Company shall provide a replacement for the defective Products (free of charge).

(d) Subject to clause 13(b), the Company shall not be liable for the Products failure to comply with the warranties given in 10(a) and referred to in 10(b) in any of the following events: (i) the defect in the Products arises from any drawing, design or specification supplied by the Customer; (ii) the defect arises from fair wear or tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Products (or any part thereof) without the Company's approval; (iii) if the total price for the Products has not been paid (in full and in cleared funds) by the due date for payment; (iv) the Customer makes any further use of the Products after having notified the Company that the Products allegedly do not comply with the warranties given in clause 10(a) or referred to in clause 10(b); (v) the Customer (or someone on its behalf) alters or repairs the Products without the consent (in writing) of the Company. THE warranties given in clause 10(a) and referred to in clause 10(b) do not extend to parts, materials or other equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company or any warranty or guarantee the Company has provided in relation to the same, details of which will be included in the Quotation. Further information on the warranties for products not manufactured by the Company is also available on the Company's website at the following URL: <https://www.nu-heat.co.uk/products/product-warranties/>.

(g) EXCEPT as expressly provided in these Conditions, and subject to clause 13(b), the Company shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 10(a) and referred to in clause 10(b) and all other warranties, representations conditions or other terms/conditions, whether oral written or implied by statute or common law (including terms and conditions for fitness for purpose or satisfactory quality) are, to the fullest extent permitted by law excluded and do not apply.

#### 11. Risk and property

(a) RISK of damage to or loss of the Products shall

pass to the Customer at the time of Delivery or, if the Customer fails to take delivery of the Products, the time when the Company has tendered delivery of the Products at the Delivery Address.

(b) NOTWITHSTANDING Delivery and the passing of risk in the Products, or any other provision of these Conditions, the property in the Products shall not pass to the Customer until (whichever is the sooner of): (i) the Company has received payment (in full and in cleared funds) for the Products and all other products agreed to be sold by the Company to the Customer for which payment is then due, in which case property in the Products shall pass to the Customer at the time of payment of all such sums; (ii) the Customer resells the Products to a purchaser at arm's length in the normal course of its business, in which case property in the Products shall pass to the Customer immediately before the time at which resale by the Customer occurs; (iii) the Customer uses the Products in the normal course of its business, in which case property in the Products shall pass to the Customer immediately before the time at which the such use by the Customer occurs; (iv) the issue of legal proceedings by the Company against the Customer for recovery of payment for the Products in question, in which case property in the Products shall pass to the Customer immediately before such proceedings are issued.

(c) UNTIL such time as the property in the Products passes to the Customer, the Customer shall hold the Products as the Company's fiduciary agent and bailee, and shall keep the Products separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property, but the Customer shall be entitled to re-sell or use the Products in the ordinary course of its business.

(d) UNTIL such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Products to the Company and, if the Customer fails to do so forthwith, to enter upon any premises (including locked and steadfast premises) of the Customer or any third party where the Products are stored and repossess the Products.

(e) THE Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

#### 12. Installation and other works

(a) WHERE the Company provides installation work through its subcontractor, or advice to the Customer, such work shall be done or such advice given with reasonable skill and care.

(b) THE Company does not accept liability for any action or omission on the part of any installer or contractor with whom the Customer contracts directly.

(c) IT is the responsibility of the Customer to obtain any planning permission and/or building regulations consent that is necessary or required in respect of the installation and/or commissioning of the Products.

(d) IT is the responsibility of the Customer to ensure suitable site access and parking at the Delivery Address for any installation or commissioning work and to provide a safe area as required as an owner or occupier of the site.

(e) THE Company shall not be liable in respect of any waste or damage to or interference with any water supply whether public or private whether under the Environmental Protection Act 1990, the Water Industries Act 1991, the Water Resources Act 1991 or otherwise in connection with the supply or installation of Products and it shall be the Customer's responsibility to ensure that any reasonable requirements in respect of water supplies and the presence on land of waste are complied with fully. If a claim is made against the Company under any of the foregoing legislation then, the Customer hereby indemnifies the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with the claim.

(f) THE Customer acknowledges and accepts that it is responsible for (and that the Company shall have no liability in respect of) applying for and obtaining any government grants and/or other funding in respect of the Products and/or their installation. Nothing in the Contract shall be construed as an assurance, warranty or guarantee that the Products are eligible for and/or that the Customer will receive government grants and/or any other funding in respect of them or their installation.

#### 13. Limitation of liability - the customer's attention is drawn to this clause

(a) THIS clause 13 sets out the liability of each party (including the liability for the acts or omissions of its employees, agents, consultants and/or sub-contractors) to the other party in respect of: (i) any breach of any Contract, howsoever arising; (ii) the Products, or any part thereof (including any use made of them); (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with any Contract; (iv) any liability (including non-contractual) howsoever arising under any legal theory whatsoever arising out of or in connection with any Contract.

(b) Nothing in these Conditions limits or excludes the liability of either party for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other matter for which it would be unlawful for a party to exclude or limit or attempt to exclude or limit its liability.

(c) Subject to clause 13 (b), neither party shall under any circumstances whatsoever be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution and/or otherwise howsoever under any legal theory whatsoever, for any of the following losses (whether direct or indirect): (i) loss of profits or revenue (save for the price to be paid for any Products and/or pursuant to clause 7); (ii) depletion of goodwill and/or loss of reputation; (iii) loss of other contracts or loss of business opportunity; (iv) loss or corruption of data or information; (v) payments (e.g. penalties) due to be paid/paid to any third party under any contract or arrangement (for example, the cost of a third party installing the Products on the Customer's behalf in the event of late delivery of the Products and/or delivery of incorrect products); (vi) wasted management and/or staff time; (vii) loss and/or costs arising from and/or connected with the defective



installation, commissioning and/or maintenance of the Products by any third party; (viii) loss of anticipated savings, nor any other special, indirect or consequential loss, costs, damages, charges or expenses suffered by the other party that arises under or in connection with any Contract.

(d) Subject to clause 13(b), each party's total liability to the other party whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution and/or otherwise howsoever under any legal theory whatsoever, shall in all circumstances be limited to and shall not exceed a total sum equal to 150% of the Purchase Price.

#### 14. Termination

IF the Customer becomes subject to any of the following events, the Company may terminate the Contract with immediate effect by giving written notice to the Customer:

(a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

(e) (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

(f) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

(g) (being an individual) the Customer is the subject of a bankruptcy petition or order;

(h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14(a) to clause 14(h) (inclusive);

(j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

(k) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

#### 15. Events beyond the company's control

(a) A "Force Majeure Event" means any event beyond a party's reasonable control, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure or interruption of energy sources or transport network or utility service, any law or any action taken by a government or public authority, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

(b) If a party is prevented, hindered or delayed in or from performing any of its obligations under a Contract by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of any Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

(c) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than one (1) month, the party not affected by the Force Majeure Event may terminate the Contract by giving one (1) week's written notice to the Affected Party.

#### 16. Intellectual property

Where a Customer provides drawings, designs, models or specifications for the purpose of enabling the Company to fulfil the Contract, the Customer shall indemnify the Company against all actions, claims, costs, damages or losses arising out of or in connection with any claim that the use by the Company of the said drawings, designs, models and/or specifications in connection with the Contract infringes of any patent, design, trade mark or copyright or any other intellectual property right of any third party.

#### 17. Miscellaneous

(a) A person who is not a party to the Contract has no right to enforce any term of the Contract.

(b) Any phrase introduced by the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms. A reference to "writing" or "written" includes emails and faxes.

(c) ANY notice relating to these Conditions shall be in writing and may be served or delivered to the party to be served in the case of a Company at its registered office and in the case of the Customer at the address notified in writing to the other party from time to time and notices sent by first class delivery mail shall be deemed to have been delivered seventy-two hours after posting and proof of due posting shall be sufficient evidence of delivery.

(d) THE headings of these Conditions are for ease of reference only and do not affect their construction and nor do they limit their scope. References to clauses are to the clauses of these Conditions.

(e) WORDS in the singular include the plural and vice versa.

(f) IF any provision of these Conditions is held by any court or competent authority to be invalid, illegal or unenforceable in whole or in part, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

(g) NO waiver by a party of any right or remedy under any Contract or in law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under any Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the future exercise of that right or remedy.

(h) The Company may at any time assign, transfer, mortgage, charge subcontract or deal in any other manner with all or any of its rights under any Contract.

(i) The Contract constitutes the entire agreement between the parties and supersedes all previous agreements between the parties relating to the subject matter of the Contract. Each party acknowledges that it has not relied on (and shall have no right or remedy in respect of) any statement, promise, representation, assurance or warranty made or given by or on behalf of the other party (whether innocently or negligently) which is not set out in the Contract.

(j) These Conditions and all Contracts and any dispute arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions and/or any Contract or their subject matter or formation (including non-contractual disputes or claims).