



# Terms & Conditions

## 1. Conditions of Sale

The products manufactured and/or supplied by us are sold or supplied under the conditions set out below. These terms shall prevail over any other terms and no servant or representative of ours has any authority to waive, vary, add to, omit or otherwise alter these terms. No variation or addition to these conditions of sale will be recognised unless accepted and confirmed in writing by us.

## 2. Exclusion of Conditions, Warranties, Guarantees and Liability

Because we have no control over the manufacture of articles in or to which our products may be used or over the end purpose of the articles the Buyer may make using our products, we do not accept liability for results nor do we undertake that any product of ours is suitable for a particular purpose, even though it may be. The Buyer shall determine by suitable tests based on information of which only he is fully cognisant and by using his own expertise the suitability of products for his own purpose and of the containers in which they are packed. Any technical information provided, written or otherwise, is done so in an advisory capacity. All conditions, representations, statements, warranties or guarantees whatsoever, whether express or implied, in respect of products or goods manufactured, sold or supplied by us are hereby expressly excluded and we accept no liability in respect of any claim howsoever arising for any loss or damage caused to any property by or arising out of the use of any goods or products manufactured, sold or supplied by us. We accept no liability for any consequential loss or damage caused directly or indirectly by our products or goods or any use thereof.

## 3. Delivery and Risk

- (a) Without prejudice to Condition 7, while we shall make every effort to deliver at the time and date indicated, we shall be under no liability in respect of failure to deliver or late delivery of goods resulting from any cause beyond our control. If delivery dates are specified, they are estimates only and not guarantees. The Buyer is at liberty to cancel an order provided (3 working days notice is given) and that order is not in course of manufacture or the subject of special raw materials which have been obtained and which are not suitable for use in any other of our manufactured products.
- (b) Where the price of goods includes the cost of delivery to the Buyer, the risk in the goods shall pass to the Buyer on delivery to the Buyer, notwithstanding that the property to the goods may not have passed. The Buyer shall be liable to pay the price of the goods and the cost of delivery notwithstanding the non-delivery of or damage to the goods or any part thereof unless:
  - (i) Non-receipt of the goods is notified in writing to us and the carriers:
    - (a) within 7 days from the date of despatch by us where the goods are to be delivered by road.
    - (b) within 14 days from the date of despatch by us where the goods are to be delivered by air and/or rail or water.
  - (ii) In the case of damage to the goods or partial loss or non-delivery of any part thereof, notice in writing is given to us and to the carriers within 3 days of receipt of the consignment.
- (c) In all cases, delivery of goods by us to a carrier shall be deemed to be delivery of goods to the Buyer and the risk, but not the property therein, shall upon delivery to such carrier pass to the Buyer.
- (d) Goods sent carriage paid are sent by the cheapest route and means as determined by us. If other arrangements are made on the Buyer's Instructions, any additional cost will be payable by the Buyer.
- (e) Proof of delivery requests must be notified in writing within 10 days of invoice date.

## 4. Retention of Title

- (a) Although a binding contract for the sale of Goods is formed when an order (whether written or oral) is received by the Seller, the ownership of the Goods specified in any invoice shall remain with the Seller until both:
  - (i) full payment for the goods has been received by the Seller; and
  - (ii) all sums owing and due to us by and from the Buyer (together with any sums which may become due hereunder) have been discharged.
- (b) Until conditions (i) and (ii) of sub-clause (a) hereof have been fulfilled, the Seller reserves the right of disposal of the Goods in question in accordance with Section 19 of the Sale of Goods Act 1979. The Buyer shall hold such Goods as bailee to the order of the Seller and the Buyer shall store and segregate such Goods in such a way that they can be identified as the property of the Seller.

## 5. Complaints and Returns

Goods under complaint are not to be returned without prior agreement following an appropriate investigation which the Buyer will permit. Goods returned without such prior agreement may be refused and returned to the Buyer. The Seller does not accept responsibility for the storage life of the goods. The Seller is unable to credit returned goods unless they are in a re-saleable condition, which is at the discretion of the Seller. On goods returned a minimum re-stocking charge of 25% plus any carriage costs incurred will apply.

Reissued: 08/01/13

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### 6. Prices and Terms of Payment

Unless otherwise agreed in writing, we reserve the absolute right at any time without any notice whatsoever:

- (a) to vary the terms for payment allowed to the Buyer
- (b) to vary the quoted price for goods to confirm with our prices for such goods ruling at the date of despatch or to take account of any increase in wages, salaries or cost of materials between the date of order and the date of delivery.
- (c) to vary the quoted price due to any statutory imposition.

### 7. Payment

Terms are strictly nett and, unless otherwise agreed in writing, payment for goods shall be made not later than the 30th day of the month after the goods were invoiced. If any payment is in arrear the Seller shall be entitled (without prejudice to any other rights the Seller may have) to suspend further deliveries until payment is received, whether or not such deliveries are due under the same contract or other contracts. Interest may be levied on all overdue accounts at the rate of 4% above the current base rate of National Westminster Bank plc on the outstanding sum until payment is received, after as well as before judgment thereon.

### 8. Force Majeure

Without prejudice to condition 3(a) should we be delayed in or prevented from making delivery owing to any cause whatsoever beyond our control, we shall be at liberty without notice to cancel or suspend the order without incurring any liability for loss or damage which may result.

### 9. Patents, Specifications, Patterns, Designs and Trademarks

If any goods supplied by us are to be in accordance with specifications or patterns to be supplied by the Buyer, the Buyer must supply these in reasonable time to permit us to supply by the promised date. The Buyer indemnifies us against all claims, damages, penalties, costs, expenses and loss to which we may become liable or which we may incur through anything done by us in execution of an order in accordance with any specification or pattern supplied by the Buyer involving or being alleged to involve an infringement of patent registered design or trade mark.

### 10. Extremes of Temperature

Some products are subject to damage by temperatures (both high and low) outside the range for which they have been designed and we do not accept any responsibility for damage in transit so caused.

### 11. Claims

- (a) No claim of any kind will be considered by us unless notified to us in writing within 90 days after the passing of risk on delivery as specified in Paragraph 3.
- (b) If notwithstanding these conditions we are under some liability in respect of a claim made against us then such liability shall be limited to the replacement of the goods supplied by us.

### 12. Shortages and Overages

The Seller reserves the right to deliver 10% more or less than the contract quantity of goods. Any excess or shortage will be charged or deducted pro rata.

### 13. Customer's Materials

- (a) Where the Buyer's raw materials and packaging are utilised by the Seller at the Buyer's request an allowance for wastage and shrinkage of 5% must be made by the Buyer.
- (b) Where the Seller purchases specific packaging and raw materials at the Buyer's request, on cessation of trading the responsibility for the cost of unused stock rests with the Buyer.

### 14. Construction

Any contract at which these conditions apply shall be construed and take effect in all respects in accordance with English Law.

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