

**CUMBRIA RADIATORS LIMITED**  
**STANDARD CONDITIONS OF SALE**

**1. DEFINITIONS**

“The Company” shall mean Cumbria Radiators Limited

“The Buyer” shall mean the customer buying the goods

“The Goods” shall mean the goods to be supplied by The Company to the Buyer under the contract between them

“Stock Items” shall mean the goods produced by the company as standard and listed in the Company’s Price List Catalogue

**2. CONTRACT**

All Orders are subject to these conditions of sale and the placing of an order by “The Buyer” shall be considered as acceptance of these conditions.

These conditions may not be modified or varied unless “The Company” agrees in writing and “The Company” shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communications from “The Buyer”.

**3. QUOTATIONS**

Quotations indicate the price at which “The Company” would be willing to supply “The Goods” if an order is placed within 15 days of the quotation being given. Otherwise they are not offers to supply goods and “The Company” for a contract to arise must accept any orders placed on the basis of a quotation. Quotations are exclusive of VAT.

**4. PRICES**

All prices for “Stock Items” are NET and exclusive of VAT. “The Company” reserves the right to change prices without prior notice.

**5. NEW ACCOUNTS**

Prospective customers wishing to open a credit account are requested to furnish two trade references and one Banker’s reference. Until the opening of a credit account has been confirmed by “The Company”, a remittance should accompany the order.

**6. PAYMENT TERMS**

Invoice settlement shall be due within 30 days after the end of the month in which “The Goods” were delivered and shall be made in accordance with invoice values.

Interest will be due on all overdue amounts from the due date for payment at the rate of 4% above the base rate-lending rate of Barclays Bank Plc.

The Company may, at its discretion and at any time, require the buyer to pay cash or provide security for payment.

**7. WARRANTY/GUARANTEE**

The Warranty period is defined as the period commencing on the date of delivery to “The Company’s” customer and expiring six (6) months from that date.

We undertake to repair or replace any product manufactured by us which becomes defective within the warranty period, a product being considered defective if it fails to function properly due to a fault in the design, material or workmanship and the defect arises under normal conditions of service or application.

Our liability shall be wholly limited to the terms of the warranty, and we shall not be liable for direct or consequential damage or loss however caused. We give no other guarantee, statutory or otherwise, expressed or implied.

Our warranty does not cover any subsequent costs in connection with mounting/dismounting-such as wages, loss of profit, driving, accommodation etc.

Under no circumstances will warranty be given for the following:

- Wrong product ordered.
- Defect as a result of improper installation.
- Defect as a result of improper usage.
- Accidental damage once delivered and/or once fitted to the vehicle
- Defect caused by other products or influences – Excessive vibration, incorrectly filled system, poor water pumps, incorrect inhibitors, faulty thermostats etc. etc.
- Products used for motor sports.

## **8. SPECIFICATION**

All cores produced by "The Company" are designed and intended for use in temperate conditions unless otherwise specifically stated. Cores for use in tropical conditions can be quoted for on request.

As a result of "The Company's" policy of constant product development, we reserve the right to supply goods with differing specification to those listed in our catalogue where performance and interchange ability will be unaffected.

Please note that all "The Company's" tanks, cores and gaskets are a guaranteed fit. This may not be the case if used in combination with other manufacturers products.

## **9. THE CUSTOMER WARRANTIES**

That he will carefully examine "The Goods" supplied by "The Company" or to which any work has been done by "The Company" and will notify "The Company" in writing of any shortage, defect, or failure to comply with the contract which is or ought to be apparent upon such examination and test, within 3 working days of their being collected or delivered by him.

## **10. RETURNS**

"The Goods" correctly supplied may not be returned without "The Company's" written agreement. Any goods, which have been supplied to "The Buyer's" special requirements, cannot be returned to "The Company" under any circumstances. Where "The Company's" written agreement has been obtained, the goods returned must be consigned "carriage paid" and accompanied by a packing note stating "The Company's" invoice number and date thereof. A re-stocking charge may be imposed.

## **11. TITLE TO GOODS**

The title to "The Goods" sold by "The Company" will be retained by "The Company" and will not pass to "The Buyer" until all sums due by "The Buyer" to "The Company" have been paid in full. "The Company" may recover "The Goods" at any time from "The Buyer" in his possession if "The Company" judges that the amount outstanding from "The Buyer" on the general statement of account between the parties is in excess of the credit limit "The Company" is willing to accord "The Buyer" and for that purpose "The Company's" servants and agents may enter upon any land or building upon which "The Goods" are situated.

"The Buyer" has the right to dispose of "The Goods" in the course of his business for the account of "The Company" and to pass good title to "The Goods" to his customer being a Bona Fide purchaser for value without notice of "The Company's" rights.

In the event of such disposal "The Buyer" has the fiduciary duty to "The Company" to account to "The Company" for the proceeds but may retain there from an excess of such proceeds over the amount outstanding and due to "The Company", and "The Company" has the additional right to recover "The Buyer's" customer to the extent unpaid. If "The Company" avails itself of this right, it will account to "The Buyer" for any excess less expenses, which it has expressly incurred.

## **12. TERMINATION**

"The Company" shall have the right immediately to terminate the contract at any of the following events.

- If "The Buyer" becomes apparently insolvent or enters into an arrangement or composition for the benefit of its creditors or suffers any diligence to be done or execution to be levied on its goods.
- If "The Buyer" has an Administrator appointed.
- If "The Buyer" being a limited company, has a receiver appointed of its undertaking or assets or any part thereof or if "The Buyer" is wound up either compulsory or voluntarily.
- If "The Buyer" commits any breach of contract.

Upon any such termination "The Company" shall have the right to be paid the price of "The Goods" manufactured or sold prior to the date of termination and "The Buyer" shall take over and Pay for at the current price such materials as have been allocated by "The Company" to the Contract.

## **13. PROPER LAW**

The proper law of all contracts with "The Company" shall be The Law of England & Wales.