

Head Squared (Heating) Limited

Terms and Conditions of Sale

22 November 2007



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Head Squared Terms and Conditions

1 Definitions

- 1.1 'Buyer' means any person who buys or agrees to buy the goods from the Supplier.
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Supplier.
- 1.3 'Delivery Date' means the date specified by the Supplier when the goods are to be delivered and shall in any event within 28 days of receipt by the Supplier of cleared funds in respect of the Price.
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Supplier.
- 1.5 'Price' means the price for the Goods excluding carriage and packing but includes carriage insurance and VAT.
- 1.6 'Supplier' means the company Head Squared (Heating) Ltd (Company number: 5971683; registered in England and Wales).

2 Conditions applicable

- 2.1 These conditions shall apply to all contracts for the sale of Goods by the Supplier to the Buyer to the exclusion of all other terms and conditions, previous agreements, arrangements, undertakings or proposals, oral or written, including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document. Unless expressly provided elsewhere in this agreement, this agreement may be varied only by a document signed by both parties.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

3. The Price and payment

- 3.1 The Price shall be the price set out on the order confirmation. The Price is inclusive of VAT, which shall be due at the rate ruling on the date of the Supplier's invoice.
- 3.2 Payment of the Price and VAT shall be due on the date of the invoice unless agreed otherwise in writing. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3% above Lloyds TSB plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.
- 3.4 If the Buyer fails to make any payment on the due date then without prejudice to any of the Supplier's other rights the Supplier may, without

prejudice to any other right or remedy it may have, cancel or suspend any further delivery to the Customer under any order or sell or otherwise dispose of the Goods that are the subject of any order by the Customer and apply the proceeds of sale to the overdue payment.

- 3.5 Online credit/debit card payment is through Paypal, one of the largest online payment providers in the world. You will be transferred over to Paypal's secure servers to make payment, and none of your card details are held by us.

4 The Goods

The quantity and description of the Goods shall be as set out in the Supplier's quotation sheet or order confirmation.

5 Warranties and liability

The Supplier warrants that the Goods will at any time of delivery correspond to the description given by the Supplier. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded. The Supplier will not be liable for any consequential loss suffered by the Buyer whether this loss arises from a breach of duty in contract or in tort or in any other way including loss arising from the Suppliers negligence. The Supplier's liability under these conditions will not exceed the price paid by the Buyer for the Goods.

6 Delivery of the Goods

Delivery of the Goods shall be made to the Buyer's delivery address on the delivery date. The Supplier shall be under no obligation to deliver the Goods until payment is made in full to the Supplier. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Goods (or any of them) promptly or at all. Notwithstanding that the Supplier may have delayed failed to deliver the Goods (or any of them) promptly the Buyer shall delayed or failed be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the Delivery Date.

7 Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject Goods, which are not in accordance with the contract.
- 7.3 If the Buyer properly rejects any of the Goods which are not in accordance with the contract the Buyer shall nonetheless pay the full Price for such Goods unless the Buyer promptly gives notice of rejection to the Supplier and at the Buyer's cost returns such Goods to the Supplier before the date when payment of the Price is due.

- 7.4 No Goods delivered to the Buyer, which are in accordance with the contract, will be accepted for return without the prior written approval of the Supplier on terms to be determined at the absolute discretion of the Supplier. If the Supplier agrees to accept any such Goods for return the Buyer shall be liable to pay a handling charge of 10% of the invoice price. Such Goods must be returned by the Buyer carriage-paid to the Supplier in their original shipping carton. Goods returned without the prior written approval of the Supplier may at the Supplier's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Supplier may have.

8 Title and risk

- 8.1 The Goods shall be at the Buyer's risk as from delivery.
- 8.2 In spite of delivery having been made property in the Goods shall not pass from the Supplier until:
- 8.2:1 the Buyer should have paid the Price plus VAT in full; and
- 8.2:2 no other sums whatever shall be due from the Buyer to the Supplier.
- 8.3 Until property in the Goods passes to the Buyer in accordance with 8.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as the bailee for the Supplier. The Buyer shall store the Goods (at no cost to the Supplier) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Supplier's property.
- 8.4 Notwithstanding that the Goods (or any of them) remain the property of the Supplier the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Supplier. Any such sale or dealing shall be a sale or use of the Supplier's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Supplier the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Supplier and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Supplier's money.
- 8.5 The Supplier shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Supplier.
- 8.6 Until such time as property in the Goods passes from the Supplier the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Supplier. If the Buyer fails to do so the Supplier may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 8.4 shall cease.
- 8.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods, which are the property of the Supplier. Without prejudice to the other rights of the Supplier, if the Buyer does so all sums whatever owing by the Buyer to the Supplier shall forthwith become due and payable.

- 8.8 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Supplier until the date that property in the Goods passes from the Supplier, and shall whenever requested by the Supplier produce a copy of the policy of insurance. Without prejudice to the other rights of the Supplier, if the Buyer fails to do all sums whatever owing by the Buyer to the Supplier shall forthwith become due and payable.
- 8.9 The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Supplier, if the Buyer fails to do all sums whatever owing by the Buyer to the Supplier shall forthwith become due and payable.

9 Remedies of the buyer

- 9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Supplier to supply Goods which conform to the contract of sale.
- 9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Supplier shall have no liability whatever to the Buyer in respect of those Goods
- 9.3 The Supplier shall not be liable to the Buyer for late delivery or short delivery of the Goods.

10 Waiver

Failure by the Supplier to enforce at any time or for any period any one or more of the rights conferred under this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all or any of the rights hereunder.

11 Severability

If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

12 Third Party Rights

The parties to this agreement do not intend that any term of it shall be enforceable by a third party as defined in the Contracts (Rights of Third Parties) Act 1999 under the provisions of that Act.

13 Governing Law

This agreement shall be governed by and construed in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.