

## **TERMS AND CONDITIONS**

The Company shall mean Ecco Stove Limited whose registered office is at 2 Redditch Road, Studley, Warwickshire B80 7AX

The customer means any party entering into a contract with the company for the supply of goods and/or services to that party.

### **GENERAL**

Any contract made between the Company and the Customer shall incorporate and be subject to the following conditions

All other terms and conditions whatsoever are excluded from the contract, which cannot be varied other than in writing signed by a Director of the Company.

Quotations by the company are not offers and may be withdrawn without notice. Any order given in respect of a quotation or otherwise is not binding upon the Company unless and until it is accepted in writing.

### **PRICES**

All prices quoted are subject to fluctuations in the cost of labour, materials, transport, currency exchange and taxation, whether new or existing or other overheads. Any increase in such costs after the date of quotation shall be added to the contract price and a Certificate of the Company's Auditors certifying the amount of such an increase shall be conclusive and binding on both the Company and the Customer.

If delivery and performance are postponed or delayed at the request of or by reason of the default of the Customer as the case may be, the Customer shall pay all costs and expenses thereby incurred by the Company together with a reasonable charge for storage.

### **TITLE/RISK**

Title shall pass to the Customer when payment in full shall have been made to the Company.

Risk shall pass to the Customer upon delivery of the goods to the Customer's premises.

### **DELIVERY**

Dates given by the Company for delivery and performance are statements of expectation and shall not be binding upon the Company. Failure by the Company to meet any such dates shall not entitle the Customer to any damages, which he may sustain or treat the contract as repudiated or to rescind it or any related contract.

### **TERMS OF PAYMENT**

Time for payment as hereinafter set out shall be the essence of the Contract and the Company shall be entitled to charge interest at the rate of 15% per annum of all overdue accounts/amounts and in addition may suspend work and postpone the fulfillment of its obligations on all work for the Customer until such overdue payment is made.

General Contracts- all goods supplied are subject to pre-payment seven days prior to collection and dispatched unless specific arrangements for an account have been agreed. Such account will be strictly eighteen days with any delay in payment incurring interest at 15% per annum on any outstanding balances. Installation works are to be paid to our engineers on-site to our offices on the day of installation. Payment of any goods taken into stock will fall due one month after the date of delivery to Landy Vent UK Limited Warehouse if any form of protracted warehousing is required by the Customer.

No dispute as to the quality or performance of the goods or the services shall entitle the Customer to delay payment unless the Company shall agree liability thereon in an agreed sum or shall have been found liable by a Court of competent jurisdiction.

This sale/supply shall be regarded at all times as a specific contract for the supply the goods, equipment or services referred to herein and the Customer shall not be entitled to delay payment or to delay or seek to make and set off in the event of a dispute with the company relating to any other Contract or Contracts.

## **GUARANTEE**

The Company undertakes to repair or to replace at its own discretion free of charge any goods supplied by it, which are shown to the Company's satisfaction to be defective by reason of faulty workmanship, material or design.

This Guarantee is given in lieu of all conditions, warranties or undertakings expressed or implied by Common Law or Statute, which are hereby excluded in so far as it is reasonable to do so.

## **LIABILITY**

The company shall not be liable in contract, tort or otherwise for any direct or indirect costs, damages, expenses or consequential losses relating to damage to property or injury or loss to any person, firm or company, or for any loss of profit or production arising out of or occasioned by an error in design or manufacture or any defect in or failure of the goods or services supplied by the company or occasioned by reason of any act or omission of its performance of any contract whether of manufacture, supply, design, repair or otherwise whatsoever.

Notwithstanding any provision of these conditions, the Company's liability for death or injury resulting from the negligence of the Company or its employees or agents shall not be limited.

The Company shall not be held responsible for delays caused by suppliers nominated by the Company or the Customer.

## **CANCELLATION**

Cancellation shall only be accepted by the Company on condition that all costs and expenses and all loss of profits and other loss or damage sustained by the Company (as to which the absence of agreement between the parties the certificate of the auditors of the Company shall be conclusive) are reimbursed by the Customer to the Company forthwith. A 20% restocking charge applies plus delivery/collection charges except for special orders, which will not be restocked and reimbursed.

## **SUB-CONTRACTORS**

The Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations hereunder.

## **FORCE MAJEUR**

The Company shall be under no liability for any delay, loss or damage caused wholly or in part by act of God. Governmental restrictions, conditions or control or by reason of any act done or not done pursuant to be a trade dispute whether such dispute involves the Company's employees or not by reason or any other act, matter or thing beyond the reasonable control of the Company.

## **LAW AND JURASDICTION**

The Contract shall be governed and construed in all respects in accordance with the laws in England and all disputes shall be subject only to the jurisdiction of the English Courts.