COMMERCIAL TERMS & INFORMATION

Delivery
Delivery quoted is our current factory delivery. For up to date delivery information please check with Rototherm Customer Service team at time of order placement. Dates may be subject to change depending on material supplies.

Carriage & Packing
If you wish to collect the goods using your own carrier a packing charge will apply. If you wish us to ship the goods using our own nominated carrier – any freight charges will be advised at time of order acknowledgement / proforma invoice.

Warranty
12 months from date of invoice, return to factory

Quality

Currency
Payment to be in Pounds Sterling (GBP) unless otherwise agreed. We can accept payment in other currencies and this needs to be agreed prior to order.

Valid ity of Quotation
30 days from the date of this quotation unless specified otherwise on the quotation. Orders placed outside of the validity period may be subject to price changes, therefore please always ensure Rototherm sales team update your quotation.

Prices
The prices quoted are based on the full quantity being ordered, delivered and invoiced. We reserve the right to amend pricing should a lesser quantity be ordered.

Documentation
Documentation is available if required. Please contact sales@rototherm.co.uk for your requirement and a quotation. There is an extensive list of documentation that is available.

Spares Statement
For our range of spares and consumables, please contact sales@rototherm.co.uk or refer to our website for more details www.rototherm.co.uk. For bespoke products, please discuss with our sales team as to their recommendation.

Ordering Procedure
If you wish to proceed with the above, we will require an official purchase order to be e‐mailed to us. This purchase order must confirm your order reference number, invoice address, delivery address and your complete order requirements - including any documentation that may be required.

Pro-Forma Accounts
For customers that do not have established credit facility with Rototherm, full payment must be made in advance. To move to 30 day payment terms, please contact our accounts team who will accept your request and commence due diligence checks on your company including trade references and credit agency reports, your account status will change or be declined on that outcome.

Standard payment terms
30 days nett cash for customers with established credit facilities, otherwise payment in advance. Bank charges must not be deducted when making payment. Overdue invoices could result in orders being held in production until the account is satisfied.

Payment by Credit Card
We accept payment by most major credit cards - please check with Rototherm sales for more details. Payment can only be by GBP for credit cards. Please note that credit card payments over GBP 500 are subject to a transaction charge of 2.25%.

Bank Details
Barclays Bank plc
PO Box 674, 121 Queen Street
Cardiff CF10 2XU
United Kingdom

GBP ACCOUNT
Account Number: 50993786
Sort Code: 20-18-27
Swift Code: BARGB22
IBAN Number: GB70 BARC 2018 2750 9937 86

USD ACCOUNT
Account Number: 74693433
Sort Code: 20-18-27
IBAN Number: GB74 BARC 2018 2774 6934 33

EUR ACCOUNT
Account Number: 87250499
Sort Code: 20-18-27
IBAN Number: GB74 BARC 2018 2787 2504 99

Order Cancellation
In the event of cancellation of an order, the following charges will apply:
1. Pre‐manufacture = £50 administration charge
2. Manufacture commenced at any stage = 100% of order value
Due to short lead times, it is typical for manufacture to commence within 1-2 days after PO placement. Rototherm must be informed in writing of order cancellation, and confirmation of charge will be provided by return.

Material Selection
British Rototherm assumes no responsibility for the selection of any material. Responsibility for the selection of any material remains with the purchaser and end user.

Product Suitability and Application
Please note that in the absence of detailed application data from a client the above product(s) conform to the material / technical /performance data as stated in our main catalogue (unless stated otherwise) which is available at any time by request.

We reserve the right to make changes at any time without consultation. This includes changes which may occur that are outside of our control i.e. currency fluctuations, material surcharges etc. Subject to this the prices are fixed and firm for the validity period shown. In the event of order placement our terms and conditions prevail – please see page 2 of this information sheet.

We endeavour to ensure that all the information shown is accurate at the time of production.

Product data sheets and catalogues can be downloaded at any time via the website or contact one of the Sales Team (www.rototherm.co.uk)
CONDITIONS OF SALE

The following Standard Conditions of Sale shall govern all transactions except as otherwise specifically agreed in writing between the person, firm, company or other organisation to whom the goods are sold (the “Buyer”) and The British Rototherm Co. Ltd. its successors and assigns (“the Seller”).

1. Quotations

All quotations and tenders are given by the Seller on condition that the Seller shall not be bound until it has communicated its written acceptance of the Buyer’s order. All orders for delivery in the U.K. will be subject to a nett minimum order charge of £50.00. All orders for export from the U.K. will be subject to a nett minimum order charge of £100.00.

2. Cost Variation

Except where a price is expressly stated to be ‘fixed’ by the Seller on its written acceptance of the Buyer’s order any price quoted by the Seller on the order or contract is provisional only and the actual price to be paid by the Buyer shall be the Seller’s price applicable at the date of despatch.

3. Payment

(a) Where no other terms are agreed in writing, all orders will be treated on a pro forma basis. For approved account holders invoices are nett and payable within 30 days of the date of invoice or presentation of shipping documentation (whichever is the earlier).

(b) In the event that payment is not made within the time stipulated in clause (a) above the Seller shall have the right to charge interest at the base rate from time to time in force of Barclays Bank, Cardiff, until such payment is received.

(c) If the Buyer shall fail to pay any amount when it is due under this or any other contract with the Seller, then the Seller shall have the right (without prejudice to any of its other rights against the Buyer) on notice in writing being given to the Buyer, to treat the purchase price that is unpaid on all goods invoiced or dispatched by the Seller forthwith due and payable by the Buyer and in substitution for the provision contained in Clause (a) above.

4. Value Added Tax

All prices quoted or accepted are exclusive of Value Added Tax (“V.A.T.”) and the contract price shall be such prices plus V.A.T.

5. Goods of the Contract

The Seller shall not be bound by any oral condition, warranty or representation given on its behalf unless confirmed by the Seller in writing, nor by any express or implied term, condition, warranty or representation by statute or common law or by usage, or custom, except as expressly provided in writing by the Seller.

6. Contracts

The Seller shall have the option (without prejudice to any of its other rights against the Buyer) by notice in writing to the Buyer to rescind any contract between the Seller and the Buyer, or to suspend delivery in the following events:

(i) if any sum owing to the Buyer by the Seller is overdue, whether under any contract or otherwise;

(ii) should the Buyer be in breach of any term of the same or any other contract with the Seller;

(iii) should the Buyer enter into any composition, arrangement with or for the benefit of its creditors, have a receiver or manager appointed over its undertaking, property or assets or any part thereof; or

(iv) if in the reasonable opinion of the Seller the Buyer is for any reason unable to pay its debts.

7. Delivery

(a) If no time for delivery is specified in the Contract, the Buyer shall be bound to accept the goods when they are ready for delivery by the Seller.

(b) The risk in goods contracted to be sold by the Seller shall pass to the Buyer (or to such person whom the Buyer may reasonably direct) when the goods (or any part thereof when there is more than one delivery under the Contract) leave the Seller’s premises. Any complaint of short delivery or of damaged goods in transit must be notified within 24 hours of receipt of goods and confirmed in writing at that time by the Buyer to the Seller and any complaint of failure to deliver the goods invoiced must be so notified within 7 days of the date of invoice.

(c) Where the Contract involves more than one delivery if failure of delivery however caused.

(d) Any time or date for delivery stated by the Seller is an estimate only and the Seller shall not accept any liability whatsoever for any loss or damage loss of business or profits or any consequential loss however arising whether directly or indirectly from delay or failure of delivery however caused.

8. Ownership

The Seller and the Buyer expressly agree that until the Seller has been paid in full (including any interest charged hereunder) for the goods contracted in the Contract that:

(a) the goods comprised in the Contract shall remain the property of the Seller;

(b) the Seller may recover the goods (but excluding any goods ownership of which has already passed to the Buyer subject to these conditions) at any time after notice in writing given to the Buyer’s possession or control if the amount outstanding from the Buyer to the Seller in respect of the goods supplied has not been paid in full and for that purpose the Seller, its servants, agents and or other persons employed by the Seller, in their respective capacities, shall have the right (but not the obligation) to enter upon or into or into (with or without such incorporation or use and by that event transferred to the Seller and the Buyer in respect of the goods) provided that if the Seller is sued by any other person or persons as principal or agent and/or as a trustee in respect of the goods (therefore the Seller shall give the Buyer credit for any sum received by the Seller in excess of the unpaid price (excluding any interest charged hereunder) of such goods. For the avoidance of doubt the Seller shall not be liable for any loss, damage or claim whatsoever arising out of the sale of such products by the Buyer and the Buyer shall keep the Seller fully indemnified and held harmless in respect thereto;

(e) The Seller being insolvent, has a receiver or administrator appointed over its undertaking, or if makes any proposal to its creditors for a composition or other arrangement, the Buyer, shall forthwith, deliver (at its own expense) to the Seller any goods supplied under the Contract but not yet paid for.

9. Disposal before Payment

If the goods or any part thereof, whether or not incorporated into other products or used as materials for other products, are resold by the Buyer or the Buyer shall treat the goods provided that if the Buyer has not received the proceeds of such resale (or order and (c) shall apply mutatis mutandis to other those other products in place of the goods; provided that if the Seller shall sell such other products or any part thereof under orther contract (whether or not of a like nature) beyond the control of the Buyer the Buyer shall be subrogated (without the need for further documentation) to the Buyer’s rights against its customer to the extent of any balance still remaining due to the Buyer in respect of the goods.) (a) The Seller has taken reasonable steps to ensure that the goods do not infringe the intellectual property rights of a third party, and the parties submit to the exclusive jurisdiction of the English Courts.

10. Governing Law

The Seller may incorporate or use as materials for other products, are reasonable.

11. Statutory Requirements and Infringement of Intellectual Property

(a) The Seller has taken reasonable steps to ensure that the goods do not infringe any patent trademarks or any other form of intellectual property rights belonging to third parties. Except where otherwise stated no warranty is given that the design construction or quality of the goods to be supplied under the Contract comply with all relevant requirements of any Statute, statutory rule, order or other instrument having the force of law which may be in force at the time of supply or that the goods do not infringe the intellectual property rights of a third party.

(b) The Buyer shall indemnify and hold the Seller harmless against all damages, penalties, costs and expenses to which the Seller may become liable as a result of any work done in accordance with the Buyer’s specification or instructions which involves the infringement of any intellectual property rights of a third party unless or whether existing in the United Kingdom or elsewhere.

12. LIMITATION OF THE SELLER’S LIABILITY

(a) The Seller’s charges to the Buyer are determined on the basis of exclusions from and limitations of liability contained in these Conditions and the Buyer expressly agrees that such exclusions and limitations are reasonable.

(b) The Buyer shall not under any circumstances be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for any indirect or consequential loss or damage of any kind or loss of profit, business, contracts or savings.

(c) Subject to Clause 12(b) the Seller’s aggregate liability under this contract shall not exceed the price of the goods supplied under this Contract in respect of which any such claim is made PROVIDED THAT nothing in this Contract shall exclude or limit the Seller’s liability for death or personal injury caused by the Seller’s negligence.

(d) Nor negligence or induced by the Seller or owing to any of these Conditions or otherwise in any way affect or prejudice the rights of the Buyer against the Seller or be taken as a waiver of any of these Conditions.

13. Force Majeure, etc.

The performance of this Contract is subject to variation or cancellation by the Seller owing to any act of God, war, strikes, governmental regulations or orders, national emergencies, lockouts, fire flood, drought, tempest or any other cause (whether or not of a like nature) beyond the control of the Seller. The Buyer owing to any act of God, war, strikes, governmental regulations or orders, national emergencies, lockouts, fire flood, drought, tempest or any other cause (whether or not of a like nature) beyond the control of the Seller. The Buyer agrees to procure materials or articles required for the performance of the contract and the Seller shall not be held responsible for any liability to deliver other products (whether or not of a like nature) beyond the control of the Seller.

14. Application of these Conditions

The Buyer accepts or will be deemed to be accepted by ordering any goods from the Seller that these conditions shall prevail over any other conditions or terms unless agreed in writing by the Seller and that these Conditions set forth the entire agreement between the parties and supersede all representations, warranties, agreements or assurances made by the Seller PROVIDED THAT this shall not exclude any liability which the Seller has for any statements made fraudulently.

15. Governing Law

The law of England shall govern the validity construction and performance of any contract or to which these conditions apply and the parties submit to the exclusive jurisdiction of the English Courts.

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