

## TERMS AND CONDITIONS OF SALE

- 1 All claims for damage in transit, shortage of delivery or loss of goods must be notified to us within seven days of receipt of goods.
- 2 (a) All guarantees, warranties or conditions (including any conditions as to the quality or fitness for any particular purpose) whether express or implied by Statute, Common Law or otherwise are excluded and hereby negated save as herein provided.  
(b) Where goods are supplied by us as agents for the manufacturer such goods are subject to the manufacturer's warranty (if any) of twelve months from delivery.  
(c) Where goods are manufactured or assembled by us and if the goods are returned to us within 30 days of dispatch and on examination by us are found to be faulty due to either defective materials or workmanship we will either repair the defective goods or part thereof or at our option, supply new parts in place thereof. We shall not be responsible for any personal injuries or other consequential liability damage or loss directly or indirectly arising from such defect. Any goods or part thereof repaired or replaced by us shall be likewise subject to these conditions.
- 3 The price shall become payable within 30 days of the date of the invoice unless otherwise agreed in writing by the company.
- 4 (a) The ownership of the goods shall not pass to the Purchaser and the Purchaser shall keep the goods as bailee and trustee for Helios Ventilation Systems Ltd (returning the same to Helios Ventilation Systems Ltd upon request) until the price of the goods shall have been paid in full without any reduction or the deferment on account of any dispute or cross claim whatsoever.  
(b) If the purchaser:-
  - (i) manufactures any other article or articles from the goods with or without the addition of other materials and/or
  - (ii) mixes the goods in any way whatsoever with other materials and/or
  - (iii) incorporates the goods into any other article as a component part, the property and products of such manufacture, mixing or incorporation (herein referred to as "the products") shall be transferred to Helios Ventilation Systems Ltd at the time of such manufacture, mixing or incorporation. The Purchaser shall keep the products as bailee and trustee for Helios Ventilation Systems Ltd until the Purchaser has paid Helios Ventilation Systems Ltd any sums due to Helios Ventilation Systems Ltd whether under this contract or howsoever otherwise in full and without any reduction or deferment on account of any dispute or cross claim whatsoever.  
(c) Notwithstanding sub paragraphs (a) and (b) hereof the Purchaser shall be entitled to sell the goods or the products to third parties in the normal course of his business and to deliver them to such third parties but the proceeds of any such sale shall whenever any sum whatsoever is due from the Purchaser to Helios Ventilation Systems Ltd whether under this contract or howsoever otherwise held in trust for Helios Ventilation Systems Ltd and on such sale and/or delivery, in any case where the price of the goods sold has not been paid in full to Helios Ventilation Systems Ltd, the Purchaser is hereby deemed to assign to Helios Ventilation Systems Ltd absolutely (and Helios Ventilation Systems Ltd hereby accepts such assignment) the benefit of any claim which the Purchaser has against any such third party arising from such sale and/or delivery.  
(d) In the event of the Purchaser becoming insolvent and a Receiver or Liquidator being appointed, such a Receiver or Liquidator shall pay into a separate bank account any sums received from third parties in respect of sales to them of goods or products by the Purchaser, up to the amount of any indebtedness of the Purchaser to Helios Ventilation Systems Ltd for the sole benefit of Helios Ventilation Systems Ltd.
- 5 Time for payment is of the essence of the contract. Any indulgences as to time which is given on any particular occasion is not to be treated as a waiver of our rights mentioned in this clause.
- 6 All prices quoted are subject to alteration without notice and the Contract price shall be that at the date of dispatch. Such prices quoted do not include delivery and we shall be entitled to charge for carriage and/or postage.
- 7 Deliveries shall be wholly or partially suspended in the event of stoppage, delay or interruption of work due to strikes, lockouts, trade dispute, breakdown, accident or any cause whatsoever beyond our control. All periods named for delivery are estimates only and we shall not be liable for the consequences of any delay.
- 8 The Company shall not be liable for any loss or damage to the goods after these have been passed to a carrier or to the Purchaser.
- 9 Goods returned for whatever reason shall be at the risk of the purchaser and returned at the expense of the purchaser. Should paragraph 2 c) apply, approximate restitution shall be made. No goods shall be returned without first obtaining the Company's agreement in writing. Goods returned for credit will be subject to a restocking charge which will not be less than 30% of the original price.
- 10 Orders are only accepted subject to the terms and conditions of the above General Terms and Conditions of Sale.

These Conditions supersede any earlier sets of Conditions appearing in our sales literature or elsewhere and shall override any terms or conditions stipulated, incorporated or referred to by the Purchaser's order or in any negotiations.

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