

# FINN GEOTHERM UK LTD

## Terms & Conditions of Sale

### GENERAL

1. These Conditions apply to all goods and services supplied by FINN GEOTHERM UK LTD ("the Company"). The prices charged by the Company have been calculated to take into account the obligations imposed by these Terms and Conditions.

### PURCHASE ORDERS

1. All orders must be confirmed in writing.
2. If the Buyer issues its own Purchase Order or Acceptance containing conditions of purchase, these Terms and Conditions of Sale shall be deemed to be incorporated in such Purchase Order, and shall override any conflicting provisions of the Purchase Order or Acceptance.

### QUOTATIONS

3. Unless otherwise stated in writing, Quotations are valid for Sixty days (60) days from the date of Quotation.

### PRICES

4. Prices are exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay to the Company.

### DELIVERY

- 5.1 The Company undertakes to use all reasonable endeavours to dispatch the goods on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the Contract unless expressly agreed in writing. If delivery is delayed by reason of such circumstances as (but not limited to) transport breakdown or re-scheduling, accidents, delays in respect of raw materials or bought in goods or components, defective materials, official regulations, fires, riots, revolutions, war, epidemic, or any other cause beyond the reasonable control of the Company, a reasonable extension of time for delivery shall be granted.
- 5.2 The Buyer is responsible for ensuring that in cases where delivery is to be made by road transport, access to the delivery destination is wholly by a road surface capable of withstanding the weight and size of the transport and loads involved.

### PAYMENT

- 6.1 Unless credit account facilities have been agreed and confirmed in writing by the Company full payment will be required on all orders prior to delivery to Buyers premises.
- 6.2 The Company reserves the right to charge interest, at the rate of 2% above the LloydsTSB Bank Plc minimum lending rate for the time being, on overdue accounts, from the date upon which they became due until the date of payment.

Any outstanding balance of the purchase price shall immediately become due upon the commencement of any action or proceedings concerning the Buyer's solvency.

### OWNERSHIP OF GOODS

7. (a) Ownership of goods supplied by the Company shall, notwithstanding delivery, or attachment of these to other property, remain with the Company until the Company has received full payment for them.  
(b) Until ownership of the goods has passed, to the Buyer, and without prejudice to the Company's other rights:  
(i) the Buyer shall insure the goods for the benefit of the Company  
(ii) the Buyer shall keep the goods free from all charges, liens and other encumbrances  
(iii) on any payment due from the Buyer to the Company becoming overdue, the Company may at any time (and without prejudice to any of its other rights) recover or resell the goods or any part of them, and the Buyer grants to the company its licence to enter upon the premises where the goods are located, to separate these from any property to which the goods have been or become attached and to remove the goods from such premises.

### RISK

8. Goods shall be at the risk of the Buyer from the time of dispatch from the Company's premises, except goods for which transport is arranged by the Company, when (unless otherwise agreed) the goods will be at the risk of the Company from the time of delivery.

### CANCELLATION AND RETURN OF GOODS

9. Orders placed with the Company may only be cancelled with the Company's consent, and on terms acceptable to the Company. Goods which are returned without the Company's consent will (subject to the provisions of Clause 7 - Ownership of Goods) remain on the Company's premises at the Buyer's risk.  
9.1 Because products are individually manufactured cancelled orders, for whatever reason, will be subject to a charge of 25% of the total confirmed order value.

### SPECIFICATIONS

- 10.1 The policy of the Company is one of continuous development and improvement, and the Company reserves the right to make alterations of detail to the relevant specification, provided that the basic nature, quality and performance of the relevant goods are not adversely affected.
- 10.2 Descriptions, information, specifications and performance figures contained in the Company's catalogues, price lists, brochures, illustrations and other promotional literature and advertising matter are intended to present only a general description of the goods and their approximate performance at the time of issue, and may be altered, varied or cancelled at any time without notice to the Buyer.

None of them shall be taken as forming any part of any Order or Contract unless specifically so stated, nor do they provide any warranty (express or implied) that the specific results of performance stated in any of them will be obtained.

### WARRANTY

11. (a) The Company will replace or, at its option, properly repair without charge any goods which are found to be defective and which cause failure in normal circumstances of use within a period of twenty-four (24) months from the date of delivery.  
(b) This Warranty is conditional upon:  
(i) the Buyer notifying the Company of any claim within Seven days of the failure becoming discernible  
(ii) the Company being allowed a reasonable opportunity to inspect the goods so as to confirm that they are defective  
(iii) the goods not having been modified, mishandled or misused and being used strictly in accordance with any relevant instructions issued by the Company.  
(c) The Company's liability under this Clause is limited to the repair or replacement of the defective goods, and does not cover costs of transport, installation or associated site costs, if applicable.  
(d) The Company's liability to replace or repair the goods is in lieu of and excludes all other warranties and conditions, and in particular (but without limitation) the Company shall have no liability of any kind for consequential loss or damage.

### INTERPRETATION

12. (a) In these Terms and Conditions of Sale:  
"consent" means consent in writing  
"The Company" includes the servants, employees, carriers and sub-contractors of the Company  
"Order" means an order which has been accepted by the Company.  
(b) The "Buyer" means the person, firm or company who actually purchases from The Company and the rights granted under these Terms and Conditions of Sale are not assignable.  
(c) The Paragraph headings are for ease of reference only and do not form part of the Conditions.

### APPLICABLE LAW

13. (a) These conditions are to be construed and operated in accordance with English Law and any dispute arising under them or any order shall be settled in the Courts of England.  
(b) If there is any conflict between these Conditions of Sale and the provisions of Sections 12 to 15 inclusive of the Sale of Goods Act 1979, these Conditions of Sale shall, so far as the law allows, be deemed to negative or vary the rights, duties or liabilities which would otherwise arise by virtue of the said Sections.