

Terms and Conditions of Sale

The acceptance of any order by Nortek UK (hereinafter referred to as the Company) is on the understanding that the purchaser agrees to the following Conditions and Terms of Sale:-

1. **PRICES**
 - a) Quotations are subject to confirmation on receipt of order, and the right is reserved to amend any accidental errors and/or omissions on quotations or invoices.
 - b) Prices are based on a combination of list price, freight and insurance charges at the date of the offer and (where applicable) on the exchange rate shown (see 15 below). In cases where these conditions change between the date of the quotation and the date despatched by the Company, the right is reserved to revise prices accordingly.
 - c) Where under our direct control, prices given on the quotation will be held firm if an order is received within 30 days from the date of quotation unless stated to the contrary.

2. **ILLUSTRATIONS AND SPECIFICATIONS**

Catalogue and other illustrations and specifications are subject to alteration without notice. They are only intended to represent generally the type of goods offered. Owing to continuous improvement and revision of design, apparatus may not conform to them in detail.

3. **DELIVERY**

Whilst every effort is made to adhere to delivery dates, time shall not be deemed to be of the essence and no liability can be accepted for any loss occasioned by or consequential on the non-delivery on the expected date or delayed delivery. Deliveries offered ex-stock are subject to the goods being unsold at the date of receipt of the customer's order.

4. **INSURANCE**

Where goods are insured by the Company at our discretion or at customer's request, charges for insurance may be made on the invoice. Our liability in respect of the risks insured shall be limited to the amount received under such insurance or the value of the goods, whichever is less, from which deduction may be made for expense incurred in relation to the claim.

5. **CARRIAGE**

Unless stated to the contrary prices do not include delivery charges.

6. **DAMAGE AND/OR LOSS IN TRANSIT**

Insofar as is permitted by statute there is hereby excluded on the Company's part all responsibility for breakages or loss in transit. Both carriers concerned and ourselves must be advised in writing of all breakages within three days of receipt of goods. In the event of non-delivery both carriers and ourselves must be notified within fourteen days after the date of advice of despatch.

7. **SHORTAGE OR ERROR**

No claims can be considered unless notified in writing within three days of receipt of consignment.

8. **GUARANTEE AND AFTER SALES SERVICE**
 - a) The duration of the guarantee which runs from the date of delivery is, unless the contrary is stated twelve calendar months or for non Company products the same as the manufacturer's guarantee period, details of which will be supplied on request.
 - b) All claims for service under the guarantee must be notified in writing during the guarantee period.
 - c) The guarantee covers the repair or replacement of defective parts. Goods to be repaired must be carriage paid to our service department and return carriage will be chargeable. Where non Company goods are involved costs of transportation to and from manufacturers premises will be to clients account.
 - d) This guarantee does not cover damage to any goods or apparatus caused by misuse or for any repairs where goods or apparatus caused or for any repairs where goods or apparatus have been repaired or modified by unauthorised persons without our prior consent in writing.
 - e) The guarantee does not cover replacement or consumable parts of these items which by their very nature are to be considered consumable within the period of the guarantee.
 - f) goods or apparatus repaired will be further guaranteed until the end of the original guarantee period only unless agreed to the contrary.

9. **ASSIGNING**
A contract between the Company and Purchaser, cannot be assigned to a third party without the express written consent from the Company.
10. **EMPTY CASES AND CONTAINERS**
Except where stated otherwise cases are not returnable.
11. **TERMS OF PAYMENT**
All accounts are for settlement within 30 days from the date of invoice unless specifically agreed otherwise by the Company in writing. A surcharge of 0.05% per day will be levied on accounts outstanding beyond the specified settlement date.
12. **RESPONSIBILITY**
The Company's responsibility is limited to the supply of goods and services of the kind and quality ordered and insofar as is permitted by statute we hereby exclude all responsibility for any loss or damage howsoever caused consequential upon or resulting from the supply of such goods.