



THERMON (UK) LIMITED: TERMS AND CONDITIONS OF SALE – 18TH JULY 2013

1. All sales contracts of Thermon (UK) Limited (herein referred to as “Supplier”) shall be deemed to incorporate these terms and conditions (hereinafter referred to as “Conditions”) except insofar as these Conditions are varied by any special terms and conditions agreed in writing between the parties and signed by a Director of Supplier. Any terms and conditions in the Purchaser’s order which are inconsistent with these Conditions shall have no effect. No binding contract shall exist until dispatch of Supplier’s written acceptance of any order, and any quotation for goods may be withdrawn or revised at any time prior to such dispatch.
2. Quotations are valid for a period of thirty (30) calendar days from the date of issue or as otherwise specified in the quotation. Quotations are subject to change without notice. Quotations are including domestic standard packing and standard marking costs. Prices given in any quotation are applicable to that specific quotation only. A quotation is not an offer to sell. Quotations and offers are not binding. Any quotation may be withdrawn or revised by Supplier at any time prior to such dispatch. Any (change) order may be accepted or rejected for whatever reason by Supplier at its sole discretion. Unless expressly agreed otherwise, prices payable for the supply of Goods shall be excluding all design and engineering, change orders, insurances, extended warranties, crating, storage, documentation, delivery, inspection and testing, and all other supplies and services as may be necessary for the performance of the Goods to be supplied. Unless expressly agreed otherwise, prices payable for the supply of Goods shall be excluding all taxes, duties, levies, imposts, charges, fees, approvals, permits, legalization charges, clearances, licenses for compliance with laws, currency fluctuations, bank guarantees and the like, applicable at all locations where the supply of Goods shall be performed and executed.
3. Unless fixed prices have been expressly agreed the price payable by the Purchaser shall be Supplier’s ruling price at the date of dispatch of each delivery. Prices include delivery unless otherwise stated and are subject to the addition of V.A.T. Payment is due in net cash by the 30th day following the date of invoice unless expressly agreed in writing to the contrary. A minimum order value of 50 pounds shall apply. Interest at the statutory rate shall be payable by the Purchaser in respect of all overdue accounts.
4. Dates or periods of delivery stated in the contract are approximate only and time shall not be of the essence of the contract.
5. Delivery shall be deemed to be effective and the risks in the goods shall pass from Supplier to the Purchaser, in accordance with the agreed delivery terms based upon the definitions of the latest Incoterms published by the international chamber of commerce.
6. Until such time as all sums due to Supplier from the Purchaser whether in respect of goods delivered by Supplier to the Purchaser or otherwise have been paid the provisions of this Condition shall have effect: (a) all goods delivered by Supplier to the Purchaser will remain the property of Supplier to the intent that the whole legal and beneficial interest therein shall remain that of Supplier; (b) if the Purchaser becomes insolvent or being a body corporate has a Receiver appointed or passes a resolution for winding up or if a Court makes an Order to that effect or being an individual or partnership makes any composition or arrangement with his or their creditors or has a receiving order made against him or them or if the Purchaser shall be in breach of these Conditions then Supplier shall be at liberty to forthwith remove and repossess all goods which remain the property of Supplier in accordance with this Condition; (c) No provision of this Condition shall be deemed to cause a Mortgage or Charge over the property or undertaking of the Purchaser or any part thereof to have been created by the Purchaser in favour of Supplier.
7. Supplier warrants to the Purchaser for a period of the earlier of twelve (12) months from being put into operation or eighteen (18) months from delivery, that the Goods manufactured by Supplier shall: (a) be free from liens, encumbrances and defects of title, design, manufacture, workmanship and materials; (b) be new and of the best quality and merchantable, safe and fit for the intended purpose; (c) conform to the specifications and meet the performance requirements expressly agreed upon; and (d) comply with applicable laws, regulations, (inter)national and industry codes and standards, insofar as specified by Parties. Warranties will not apply to any Goods with respect to which there has been, without Supplier being responsible for, (a) installation, inspection, testing, operation or maintenance that is improper or non-compliant with Supplier’s guidelines and instructions, (b) no full inspection and testing, including a “Megger-test”, to the extent the Goods being electrical cables, both after the cable installation / before insulation and after the insulation; (c) modifications, attachments, repairs, removals or replacements performed without Supplier’s written approval, (d) use for purposes other than that for which they were designed, (e) unusual mechanical, physical or electrical stress, or (f) normal wear and tear, or (g) hidden defects arising or discovered after expiration of the warranty period.
8. The Purchaser shall not be entitled to withhold payment of any sums due to Supplier by reason of any disputed claim of the Purchaser for defective goods or alleged breach of contract by Supplier.
9. Without prejudice to any of its other rights Supplier may terminate the contract or suspend further deliveries to the Purchaser in the event of the Purchaser failing to make due payment for any goods or if any distress execution or other legal process shall be levied upon the Purchaser or if the Purchaser becomes insolvent or being a body corporate has passed a Resolution for voluntary winding-up or is subject to a winding-up Order of the Court or has had a Receiver appointed.
10. Supplier is liable for direct damages, claims, losses, expenses, or claims expenses (including attorney’s fees) insofar these are, due to non-compliance with the requirements stated in the Purchaser Order, unless such is not attributable to Supplier, which liability shall in no event exceed the actual direct damages up 100% of to the Purchase Order value of the defective Goods. In no event shall Supplier be liable for any special, extra-ordinary, incidental, punitive, indirect or consequential damages whatsoever arising from or related to any performance under the Purchase Order.
11. Where Supplier fails to perform part or whole of its contractual duties, within set time limits, and (a) such failure to perform was caused by an impediment beyond its reasonable control; and (b) Supplier could not reasonable have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the sales order; and (c) Supplier could not reasonably have avoided or overcome the effect of the impediment, Supplier is, to the extent that and as long as the impediment or listed event invoked impedes its performance, relieved from its duty to perform such obligations under the sales order and any liability in damages or any other contractual remedy for breach of the obligations under the sales order.
12. The contract between Supplier and the Purchaser shall be deemed to have been made in England and shall be governed in all respects by English law. The Purchaser shall submit to the jurisdiction of the English Courts.



THERMON
YOUR PROCESS HEATING
SOLUTIONS

Thermon (UK) Ltd
Seventh Avenue
Team Valley Trading Estate
Gateshead, Tyne & Wear
NE11 0JW, England

Tel: 0044 (191) 4994900
e-mail: uk@thermon.com
website: www.thermon.com

“**Brexit**” means that during the Term of this Agreement pursuant to Article 50 of the Treaty of Lisbon the UK leaves the European Union.

In the event of Brexit, if Thermon considers that the consequences of Brexit increase the costs of it performing its obligations under this Agreement and/or reduces its income under this Agreement and/or otherwise adversely affects the benefit it derives from this Agreement, Thermon may give notice to the other Party of the same and, at Thermon’s discretion, either (i) terminate the Agreement at its convenience after fourteen (14) days of the date of such notice without being any compensation due, or (ii) make such amendments to the Agreement as a result of Brexit that Thermon deems necessary in order to compensate Thermon for any increase of costs, reduce of income or other, including but not limited to changes in prices and delivery times.