

## TERMS AND CONDITIONS OF SALE

### 1. Interpretation

#### 1.1 In these Conditions:

- "Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller, such person includes consumers and business purchasers;
- "Goods" means the goods (including any instalment of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions;
- "Seller" means Feature Radiators Limited (company number 4565884) whose registered office is at Bridge End House, Park Mount Avenue, Baildon, West Yorkshire BD17 6DS and whose principal place of business is at Feature Radiators, Main street, Bingley, West Yorkshire, BD16 2HL;
- "Conditions" means the standard terms and conditions of sale set out in this document as well as the terms and conditions set out in the document entitled "Delivery and Receipt of your Radiators" and (unless the context otherwise requires) including any special terms and conditions agreed in Writing between the Buyer and Seller;
- "Contract" means the contract for the purchase and sale of the Goods incorporating these Conditions;
- "Writing" includes fax and email and "Written" shall be construed accordingly;
- "Stock Item" shall mean those goods which are part of the Seller's normal and/or standard range, whether contained in its catalogue or price lists or otherwise, and for the avoidance of doubt shall exclude any goods which are assembled or otherwise made to order and/or are finished to order;
- "Special Items" shall mean those products which are not Stock Items.

#### 1.2 The heading in these Conditions are for convenience only and shall not affect their interpretation.

### 2. Basis of the Sale

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller, and such Contract shall be on these Conditions to the exclusion of all other terms and conditions.
- 2.2 These Conditions shall apply to all sales by the Seller and any variation to these Conditions shall have no effect unless expressly agreed in Writing between the authorised representative of the Buyer and a director of the Seller.
- 2.3 Any representations made about the Goods sold under a business transaction (including, without limitation, as to their storage, application, use or otherwise) shall have no effect unless expressly agreed in Writing and signed by a director of the Seller.
- 2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information, issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### 3. Orders and Specifications

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller's authorised representative or (if earlier) the Seller delivers the Goods to the Buyer.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation or confirmation or acknowledgement of the Buyer's order.
- 3.4 The Seller reserves the right to withdraw or alter or amend Goods or their specifications without prior notice.

### 4. Cancellation or Variation of Orders

- 4.1 Whether the Goods are Stock Items or Special Items shall be solely determined by the Seller.
- 4.2 Save as set out in Clause 4.4, no cancellation or alteration to orders for Stock Items will be accepted after the date of the Contract. Thereafter any such cancellation or change will be accepted at the sole discretion of the Seller. Where cancellation or alteration of orders is accepted by the Seller, the Buyer shall be required to pay a restocking charge, to cover, inter alia, administrative costs and collection costs (if applicable), such charges to be determined by the Seller from time to time.
- 4.3 The Buyer has no right to cancel or change any order for Special Items, after the date of the Contract.
- 4.4 In respect of Goods sold under a consumer transaction, where there has been no simultaneous physical presence of the Seller and a Buyer, and the Seller has made exclusive use of one or more means of distance communication (for example, via the internet, telephone, letter, catalogue or fax) up to and including the making of the Contract, the Buyer may cancel an order for Stock Items with the Seller during the cancellation period. The Buyer is not required to give any reason for its decision to cancel under this Clause. For the purposes of this Clause 4.4, the cancellation period begins on the day on which the Contract is made between the Buyer and the Seller and ends on the expiry of the period of 14 calendar days from the day the Buyer acquires or a third party other than the carrier and indicated by the Buyer acquires, physical possession of the Goods. If the Buyer cancels the Contract the Seller will reimburse the Buyer all payments received from the Buyer, including the cost of delivery (except for the supplementary costs arising because the Buyer chose a type of delivery other than the least expensive type of standard delivery offered by the Seller). The Seller shall be entitled to make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by the Seller. The Seller will make the reimbursement without undue delay, and not later than:

- (a) 14 days after the day the Seller receives the Goods back from the Buyer; or
- (b) If earlier, 14 days after the day the Buyer provides the Seller with evidence that the Goods have been returned.

The Seller will make reimbursement to the Buyer using the same means of payment as the Buyer used for the initial transaction, unless expressly agreed otherwise, in any event, the Buyer will not incur any fees as a result of the reimbursement. The Seller shall be entitled to withhold reimbursement until it has received the Goods back or the Buyer has supplied evidence of having sent back the Goods, whichever is earliest.

Any Goods in respect of an order cancelled under this Clause 4.4 are to be returned by the Buyer to the Seller within 14 days of cancellation to the Seller's place of business at the Buyer's cost and expense. The deadline is met if the Buyer sends back the Goods before the period of 14 days has expired.

Any orders which the Buyer attempts to cancel after the said cancellation period may only be cancelled if agreed to by the Seller in its sole discretion, and the Buyer shall incur a charge to indemnify the Seller against all expenses, costs and charges, losses up to the time of cancellation (and the Seller shall also be entitled to retain any payment made by the Buyer, including any deposit payments).

- 4.5 Where a Buyer wishes to exercise its right to cancel in accordance with Clause 4.4, it must inform the Seller of its decision to cancel the Contract by a clear statement (e.g. a letter sent by post, fax or email). The Buyer may use the model cancellation form set out in Schedule 1 hereto, but it is not obligatory. The Buyer may send its communication concerning its exercise of right to cancel before the cancellation period has expired, in order to meet the cancellation deadline.
- 4.5 In the event that the Buyer has cause to complain to the Seller, the Buyer should do so in writing and such complaint must be received by the Seller within a reasonable time of the nature of the complaint becoming known to the Buyer.
- 4.6 The Seller is under a legal duty to supply Goods that are in conformity with the Contract.

#### 5. Prices

- 5.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted, or a quoted price is no longer valid, the price listed in the Seller's published price list current at the date of acceptance of the order.
- 5.2 All prices quoted are valid for 30 days only (or less if so provided by the Seller) or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 5.3 The price is exclusive of any applicable Value Added Tax which shall be payable in addition by the Buyer at the rate prevailing at the time of payment.

#### 6. Terms of Payment

- 6.1 Save as expressly agreed in Writing with a director of the Seller, Buyers will be required to pay 100% of the price of the Goods prior to delivery of Stock Items. In the event that delivery has been made before 100% of the price of the Goods has been paid, the Seller shall be entitled to take any outstanding payment due off the Buyer's credit or debit card.
- 6.2 Save as set out in Clause 4.4, any deposit agreed by the Seller in its sole discretion will be non-refundable in the event that the Buyer terminates the Contract or in the event that the Buyer fails to collect the Goods or take delivery of the Goods within a reasonable period of time which will result in the Contract being terminated and the deposit becoming non-refundable.
- 6.3 In default of payment by the Buyer, the Seller shall be at liberty to suspend delivery until payment is made.
- 6.4 Any payment or part thereof remaining unpaid after the due date shall, in the absolute discretion of the Seller, be subject to compound interest at the rate of 4% per annum over NatWest plc base lending rate from time to time, accruing on a daily basis until payment is made, whether before or after judgment, and shall be added to the balance due from the Buyer to the Seller and calculated on a daily basis. All costs incurred in the collection of overdue accounts are in all cases payable by the Buyer.
- 6.5 The Seller reserves the right to withdraw or reduce any credit facilities which may have previously been available to the Buyer.
- 6.6 In the event that the Seller has agreed in its sole discretion to deliver Goods before 100% of the price of the Goods has been paid, and circumstances arise which, in the sole discretion of the Seller, affect the credit rating of the Buyer then the Seller may require cleared funds or security prior to delivery of the Goods to the Buyer.
- 6.7 Time for payment shall be of the essence.
- 6.8 No payment shall be deemed to have been received until the Seller has received cleared funds.
- 6.9 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

#### 7. Delivery

For the avoidance of doubt, where the Goods are sold under a consumer transaction the statutory rights of the Buyer relating to acceptance and/or delivery of Goods shall not be affected by this Clause 7.

- 7.1 Whilst every effort is made to deliver Goods on the dates or within the periods mentioned in the Contract, such dates or periods shall be deemed to be an estimate only and shall not form part of the terms and conditions of the Contract unless specifically agreed in Writing by a director of the Seller to be "of the essence of the Contract" and in the absence of such special agreement the Seller accepts no liability whatsoever for any loss or damage of whatsoever nature and howsoever arising which may be suffered by the Buyer as a result of any failure on the part of the Seller to deliver Goods on or within the times, dates or periods mentioned in the Contract.
- 7.2 The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 7.3 Where goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions, or any claim by the Buyer in respect of any one or more of the instalments, shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.4 The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless the Buyer gives Written notice to the Seller of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received. Any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- 7.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 7.5.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);
- 7.5.2 the Goods shall be deemed to have been delivered; and
- 7.5.3 the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 7.6 Unless otherwise expressly agreed in Writing by the Seller, delivery of the Goods shall take place at the Seller's place of business.
- 7.7 Delivery will only take place to the Buyer's delivery address as specified by the Buyer at the time of order, unless otherwise expressly agreed in Writing by the Seller. Without prejudice to the provisions of Clause 7.6, unless otherwise expressly agreed in Writing by the Seller, the Seller's delivery company shall not deliver the Goods beyond the nearest accessible external hard standing. If the relevant delivery company enters the Buyer's property to deliver the Goods, whether or not at the request of the Buyer, then this constitutes a separate arrangement between the Buyer and the delivery company, and the Seller shall not be party to any such arrangement. For the avoidance of doubt, the Seller shall not be liable for any loss, damage or other liability whatsoever or howsoever suffered or incurred as a direct or indirect result of the relevant delivery company entering the Buyer's property.
- 7.8 A charge will be made for delivery in accordance with the Seller's current price list, unless otherwise agreed by the Seller and Buyer.
- 7.9 The Buyer or its duly authorised representative must sign for delivery and once such proof of delivery is so signed and subject to Clause 7.10 the Goods will be deemed to have been accepted by or on behalf of the Buyer. It shall be for the Buyer to check, before signing for delivery, that the correct quantity of Goods has been delivered and that the packaging has not been damaged. Qualifications in signature relating to the lack of examination ("unexamined" etc) cannot be accepted by the Seller in the event of subsequent claims being made.
- 7.10 The Buyer must immediately inspect the Goods and notify the Seller of any damage to the Goods within 3 days of delivery. The Buyer shall have no obligation to replace or repair damaged Goods in the event of failure by the Buyer to comply with this provision.

- 7.11 If, notwithstanding the signature of the Buyer on delivery, the Buyer notifies the Seller within 3 days of delivery that not all of the Goods have been delivered then the Seller will, upon being reasonably satisfied, arrange delivery of those Goods which have not been so delivered but shall be under no obligation to do so in the event that the Buyer does not notify within this time.
- 7.12 The Seller will accept no responsibility in respect of Goods claimed to have been lost in transit where delivery is otherwise than by the Seller.
- 7.13 The Seller will accept no responsibility in respect of Goods damaged in transit where carriage is otherwise than by the Seller.
- 7.14 In the case of Goods being sent by post the Seller will accept no responsibility in respect of Goods claimed to have been lost, partially lost or damaged unless a Written complaint is received by both the Post Office and the Seller within 7 days of the date of dispatch as indicated on advice notes and invoices.

#### 8. Passing of Property and Risk

- 8.1 The risk in the Goods shall pass to the Buyer upon delivery.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full or the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.
- 8.4 Until such time as the property in the Goods passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for its indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

#### 9. Returns

- 9.1 Damaged Goods being returned in accordance with Clause 7.10 and faulty Goods being returned in accordance with Clause 10.4, will only be collected by the Seller from the Buyer's delivery address. Any other Goods, which the Seller in its absolute discretion accepts back, are to be returned by the Buyer to the Seller's place of business at the Buyer's cost and expense.
- 9.2 Only Stock Items will be accepted back by the Seller as a return, in accordance with Clause 4, and then only those which have not been installed or damaged by the Buyer after delivery.
- 9.3 No return will be accepted of any Goods which are Special Items including without limitation those of a special or specified size, colour or material.
- 9.4 Goods will only be accepted back in their original unopened packaging provided such packaging and Goods are undamaged.
- 9.5 No return will be accepted of miscellaneous stock sold as seen, where such return is on the basis of a fault or defect that would have been reasonably apparent upon the Buyer's pre-sale inspection of the relevant Goods and/or that was disclosed to the Buyer by the Seller prior to the formation of the Contract .
- 9.6 The Seller may, at its sole discretion, issue a credit note for Goods which it will accept as return but it reserves the right to re-invoice the Buyer in the event that the Goods or packaging are found to be damaged.
- 9.7 No Goods will be accepted for return unless they are accompanied by the Seller's returns note identification label unless otherwise expressly agreed by the Seller.
- 9.8 The Buyer will be liable to pay the price in accordance with the Conditions notwithstanding the return of any Goods unless and until the Seller has agreed to accept such returns and has issued a credit note.
- 9.9 The Seller may in its absolute discretion agree to provide the Buyer with replacement Goods prior to collecting or receiving back the Goods to be returned (whether faulty, damaged or otherwise) but only on the condition that:
- 9.9.1. the replacement Goods are paid for in full prior to delivery or collection and in such case the Seller will issue a credit note to the Buyer upon receipt of the Goods to be returned but it reserves the right to re-invoice the Buyer in the event that the returned Goods are found to be in a worse condition than when they were originally received by the Buyer or where such Goods have not been received back to the Seller within 3 months of the replacement Goods being received by the Buyer, or if any other provisions of this Clause 9 are not complied with; or
- 9.9.2. the Buyer holds the Goods to be returned as the Seller's fiduciary agent and bailee, and the risk and responsibility for the safe-keeping of such Goods will remain with the Buyer until the Goods are physically collected by the Seller, or returned to the Seller by the Buyer and found to be in acceptable condition by the Seller. Where the Seller has agreed to collect the Goods, the Buyer must advise the Seller in writing when the goods are packaged up and available for collection and the Buyer shall remain responsible for the safekeeping of such Goods until the physical collection is made by the Seller. Where the Buyer is returning the Goods to the Seller, the onus is on Buyer to ensure the Seller has received the Goods. In the event that the Goods to be returned are not made available for collection at the agreed time or are not returned to the Seller within 3 months from the date of delivery of the replacement Goods, or are found by the Seller to be returned incomplete or in worse condition than they were received originally by the Buyer then the Buyer shall be required to pay for the Goods immediately and in full.

#### 10. Installation

- 10.1 The Goods will be deemed to have been accepted when they have been installed and thereafter no claim will be accepted by the Seller for any surface damage, or other visible defects that should have been apparent upon reasonable inspection of the Goods prior to installation.
- 10.2 The Seller accepts no liability for any cost incurred by the Buyer or any third party relating to the cost of installation before it has had the opportunity to inspect.
- 10.3 The Goods must be fitted in accordance with the fitting instructions where these accompany the Goods and, in the case of radiators, shall be installed to current ADL 1 and British Standard Regulations by a suitably qualified installer. The Seller reserves the right to be provided with Written proof of such qualifications. In the case of electrical items, installation must be made in accordance with the local current IEE regulations and by persons with recognised qualifications. It shall be for the Buyer to ensure that the installations, whether electrical or otherwise, are safe.
- 10.4 If the Seller agrees to attend a site where the Goods have been installed and where fault is alleged and finds that such fault is caused as a result of the method of installation and/or a fault in the central heating system and/or any matter other than a direct fault with the Goods, then the Buyer shall pay the Seller's charges for making such visit. If the fault is found to be with the Goods then the Seller shall either replace the Goods (or the part in question) free of charge as soon as is reasonably possible either with the same Goods or a product which is as similar as is available at the time or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price). Thereafter the reinstallation of any replacement must be undertaken in a manner approved by the Seller.
- 10.5 Where Goods are supplied in a primer coat only, it shall be for the Buyer to ensure that they are correctly finished.

#### 11. Warranties and Liability

- 11.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in detail and workmanship either at the time of delivery or from the date of their initial use whichever shall be the later.
- 11.2 The above warranty is given by the Seller subject to the following conditions: -

- 11.2.1 no liability will be accepted for minor variations between the colour chart and/or colour samples and the actual finish of the Goods nor shall any liability be accepted in respect of any imperfection to the finish of the Goods which cannot be seen by the naked eye from a distance of 2 metres;
- 11.2.2 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Buyer;
- 11.2.3 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working condition, failure to follow the Seller's installation instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's Written approval;
- 11.2.4 the Seller shall be under no liability under the above warranty (or under any other provision herein) if the total price for the Goods has not been paid by the due date for payment;
- 11.2.5 where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions and where any valid claim is made during the period when the Goods are covered by the manufacturer's Guarantee, the Seller shall be entitled to use its sole discretion to choose to:

- (i) replace the Goods (or the part in question); or
- (ii) refund to the Buyer the price of the Goods (or a proportionate part of the price); or
- (iii) repair the Goods (or the part in question)

but the Seller shall have no further liability to the Buyer. Any collection of the defective Goods or replacement thereof shall only take place at the Buyer's delivery address given at the time of order, unless otherwise agreed by the Seller;

- 11.2.6 the Buyer must give notice of any defect in the Goods within 3 days of the date of delivery and no liability will be accepted by the Seller after 3 days from the date of delivery;
- 11.2.7 the Buyer will forfeit his right to make any claim under the terms of this clause or the Conditions upon the Goods being dismantled, painted or otherwise modified by the Buyer or any third party;
- 11.2.8 the Seller's Heat Calculation guide is intended as a guide only and it is incumbent upon the Buyer to ensure the heat output of Goods meet its own requirements.
- 11.3 Save as expressly set out in the Contract, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
  - 11.3.1 any breach of these Conditions;
  - 11.3.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - 11.3.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.4 All warranties, conditions or other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 11.5 Where the Goods are sold under a consumer transaction the statutory rights of the Buyer are not affected by these Conditions.
- 11.6 Nothing in these Conditions excludes or limits the liability of the Seller:
  - 11.6.1 for death or personal injury caused by the Seller's negligence; or
  - 11.6.2 under section 2(3) of the Consumer Protection Act 1987; or
  - 11.6.3 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
  - 11.6.4 for fraud or fraudulent misrepresentation.
- 11.7 Subject to Clauses 11.4, 11.5 and 11.6, and any statutory rights where the Goods are sold under a consumer transaction, the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods. For the avoidance of doubt, and without any limitation to the foregoing, the Seller shall not be liable for any plumber's costs, decorator's costs, transport costs, late penalties, or any other costs whatsoever, or howsoever incurred by the Buyer or any other party, as a direct or indirect result of (i) any defect in the Goods (including but not limited to any manufacturing faults, such as leaks, that become apparent on or after insulation) or (ii) late delivery of the Goods.
- 11.8 The Seller shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 11.9 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 120 days, the Buyer shall be entitled to give notice in Writing to the Seller to terminate the Contract.

## 12. Intellectual Property

- 12.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then:-
  - 12.1.1 the Seller shall be given full control of any proceedings or negotiations in connection with any such claim;
  - 12.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;
  - 12.1.3 except pursuant to a final award, the Buyer shall not pay or accept any such claim or compromise any such proceedings without the prior Written consent of the Seller (which shall not be unreasonably withheld);
  - 12.1.4 the Buyer shall do nothing which would or might invalidate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement and if indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
  - 12.1.5 the Seller shall be entitled to the benefit of and the Buyer shall accordingly account to the Seller for all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld), to be paid by any other party in respect of such claim;
  - 12.1.6 without prejudice to any duty of the Buyer in common law the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.
- 12.2 All drawings and/or images issued by the Seller remain the Seller's property and must be returned on request. They may not be loaned, reproduced or copied or in any way altered wholly or in part without the Seller's authority in Writing.

## 13. Determination and Damages

- 13.1 Without prejudice to its other rights under the Contract the Seller may determine the Contract, suspend any future delivery to the Buyer, and claim immediate access to the Buyer's premises for the purpose of repossession as set out in clause 8.4 of the Conditions of the Seller's products in the event of:-

- 13.1.1 any distress, execution or other legal process being levied upon the Buyer's assets;
- 13.1.2 the Buyer entering into any arrangement or composition with his creditors, committing any act of bankruptcy (or being a corporation) entering into liquidation or having a winding up petition presented against it, calling a meeting of its creditors or suffering the employment of a receiver in respect of the whole or any part of its undertaking or assets;
- 13.1.3 non payment by the Buyer of any monies due from it to the Seller.
- 13.2 In the event of a determination by the Seller of the Contract in accordance with sub paragraph 1 of this condition or any cancellation (and/or repudiation of the Contract by the Buyer) the Seller shall be entitled to recover as damages from the Buyer the price of the Goods or any part outstanding at such time and all costs and expenses incurred by the Seller in enforcing the provisions of this Clause 13.

14. Customer Feedback

By sending the Seller comments regarding products and/or customer services, the Buyer agrees that the Seller can publish (including on line) such comments and state the Buyer's name and town of residence.

15. General

- 15.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at a relevant time have been notified pursuant to this provision to the party giving the notice.
- 15.2 No failure or delay by the Seller in enforcing or partially enforcing any provision of this Contract shall be construed as a waiver of any of its rights under this Contract and any waiver by the Seller shall not be deemed a waiver of any subsequent breach of the same or of any other provision.
- 15.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 15.4 The Contract shall be governed by the laws of England and the Buyer agrees to submit to the exclusive jurisdiction of the English courts

Schedule 1 – MODEL CANCELLATION FORM

To Feature Radiators  
The Old Post Office  
134 – 140 Main Street  
Bingley  
West Yorkshire  
BD16 2HL  
Fax: 01274 561183 / email: [contact@featureradiators.co.uk](mailto:contact@featureradiators.co.uk)

I/We [\*] hereby give notice that I/We cancel my/our [\*] contract of sale of the following goods,

Order on :

Received on :

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only required if this form is sent in hard copy)

Date:

[\*] – delete as appropriate