

**Terms and conditions of sale for Aero-Therm for “Non-Standard applications”
Aero-Therm Products Limited - registered company number 8491718**

Registered at Riverside, Jubilee Way, Grange Moor, Wakefield, WF4 4TD.

	DEFINITIONS																		
	In these “Terms”																		
	<table border="1"> <tr> <td>“The Company”, “We”, “Us” and “Our”</td> <td>Means Aero-Therm Products Ltd or any other company specified in our estimate or order confirmation.</td> </tr> <tr> <td>“You”</td> <td>means the person, firm or company seeking to purchase Goods from Us and “Your” shall be interpreted accordingly.</td> </tr> <tr> <td>“This Agreement”</td> <td>means the agreement between The Company and You and comprising any estimate from Us together with the purchase order submitted by You and Our order confirmation as well as, in all cases, these Terms.</td> </tr> <tr> <td>“Goods” and “Product”</td> <td>means the Goods/ Products and/or services to be supplied by The Company.</td> </tr> <tr> <td>“Company Signatory”</td> <td>means a manager employed by The Company.</td> </tr> <tr> <td>“Terms”</td> <td>means these terms and any special terms agreed in writing between a Company Signatory and You.</td> </tr> <tr> <td>“Insolvent”</td> <td>has the meaning set out in clause 12 of these Terms.</td> </tr> <tr> <td>“Sales to Arrive”</td> <td>means sales subject to the safe arrival of the Goods or any part of the Goods to a destination within The United Kingdom of Great Britain and Northern Ireland or The Republic of Ireland</td> </tr> <tr> <td>“Non-Standard applications”</td> <td>means use of Aero-Therm or Aero-Therm Industry in applications other than retrofit trowel application to internal walls and ceilings.</td> </tr> </table>	“The Company”, “We”, “Us” and “Our”	Means Aero-Therm Products Ltd or any other company specified in our estimate or order confirmation.	“You”	means the person, firm or company seeking to purchase Goods from Us and “Your” shall be interpreted accordingly.	“This Agreement”	means the agreement between The Company and You and comprising any estimate from Us together with the purchase order submitted by You and Our order confirmation as well as, in all cases, these Terms.	“Goods” and “Product”	means the Goods/ Products and/or services to be supplied by The Company.	“Company Signatory”	means a manager employed by The Company.	“Terms”	means these terms and any special terms agreed in writing between a Company Signatory and You.	“Insolvent”	has the meaning set out in clause 12 of these Terms.	“Sales to Arrive”	means sales subject to the safe arrival of the Goods or any part of the Goods to a destination within The United Kingdom of Great Britain and Northern Ireland or The Republic of Ireland	“Non-Standard applications”	means use of Aero-Therm or Aero-Therm Industry in applications other than retrofit trowel application to internal walls and ceilings.
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SAFETY INFORMATION ABOUT THE USE OF THE GOODS IS PROVIDED AND IT IS YOUR RESPONSIBILITY TO BRING THIS TO THE ATTENTION OF THE USER OF THE GOODS.																			
1.	WEBSITE																		
1.1	<p>By using Our website www.aerotherm.co.com or www.aerotherminsulation.co.uk, You are deemed to have agreed to these terms and conditions of use. You should check these terms and conditions periodically for changes. We reserve the right to change them at any time.</p> <p>By using Our website after we post any changes to these terms and conditions, You agree to accept those changes, whether or not you have reviewed them.</p> <p>Our website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s) and we have no responsibility for the content of the linked website(s).</p> <p>Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.</p> <p>Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable.</p> <p>It is your own responsibility to ensure that any goods, services or information available through this website meet your specific requirements.</p> <p>If you disagree with any part of these Terms, please do not use our website.</p>																		
2.	THE CONTRACT																		
2.1	All orders are accepted by The Company only under these Terms which may not be altered except with the written agreement of a Company Signatory. Any contrary or additional terms unless so agreed are excluded.																		
2.2	The Company may provide information for prospective purchasers in brochures or other literature and through sales people. Such information is for guidance only and, unless expressly set out in this Agreement, is not intended to and does not constitute a warranty, representation or undertaking made on Our behalf.																		
2.3	Estimates and tenders provided by The Company are based upon information supplied by You and You are responsible for the accuracy and sufficiency of that information. You must check and confirm all measurements, sizes and respective products or product quantities. We are not responsible for excessive use of the product resulting in less coverage than anticipated. The Company shall not be held liable in anyway if material information is withheld, concealed, or not forthcoming. Our decision as to what is material information is final.																		

2.4	This Agreement sets out the entire agreement and understanding between You and The Company and You agree that You have not entered into it in reliance upon any representation by Us which is not set out in this Agreement including any such representation made by Our employees or agents to You as to the condition of the Goods their fitness for any purpose or as to specification, quantity or measurement.
2.5	We may make changes to the specification of the Goods necessary to conform to any applicable statutory or EC requirements or where the Goods are supplied to Our specifications and the changes do not materially affect their quality or performance without having to provide you with prior notice.
2.6	The Parties intend that We should be able to enforce the Terms subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
2.7	It is Your responsibility to check the accuracy of Our written acceptance of the order or Our order acknowledgement. Any discrepancy between Your order and Our acceptance must be notified to Us in writing within 7 working days of the date of such acceptance. In the absence of such notification We shall be entitled to supply Goods in accordance with the acceptance, and you shall be obliged to pay the agreed contract price thereof.
2.8	Where any particular goods or materials are unavailable we reserve the right to substitute The goods or materials ordered with other suitable goods or materials that are substantially similar in nature and price. In the event of substitution of the goods we undertake to pay the cost of the return of the goods if you decide they are unacceptable.
3.	PRODUCT GUARANTEE AND ENERGY SAVINGS
3.1	<p>Aero-Therm is supplied complete with a 1 year Product limited guarantee from the date of delivery to the final end user customer, providing that the guarantee expiry date falls within 2 years of the date of manufacture of the product.</p> <p>The product guarantee warrants that the product will be free of defects caused by failure of raw materials or faults occurring during the manufacturing process, providing that the product is stored in its original unopened and undamaged containers, at a temperature of between +5 and +25 °C away from direct sunlight and is never allowed to freeze.</p> <p>Any claim being made under the product guarantee should initially be made by contacting The Company at its registered address, requesting a warranty returns authorisation, and clearly stating the reason for the guarantee claim, the date and location of purchase and nature of failure. On receipt of the warranty returns authorisation, The customer will return the goods to either The Company's registered address or such other place as directed by The Company at the cost of the claimant. The Company will advise the customer of the results of its inspection and if found at fault will replace the product on a like for like basis.</p> <p>THIS PRODUCT GUARANTEE CONSTITUTES THE SOLE PRODUCT GUARANTEE MADE BY US EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER GUARANTEES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED GUARANTEE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED AND OUR REMEDIES SHALL BE LIMITED TO THE REPLACEMENT OF NONCONFORMING MATERIALS ONLY.</p> <p>The Product is supplied with no warranty or guarantee in respect of its appropriateness for use in its intended application. We shall explain the product characteristics, provide associated technical data and discuss its possible applications with You. You must test the product for its intended use and ensure that the Product meets Your needs.</p> <p>THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE COMPANY BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND OUR REMEDIES SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF NONCONFORMING MATERIALS AT THE SOLE DISCRETION OF THE COMPANY.</p> <p>Any tampering, misuse or negligence in handling or use of and company supplied products will render the Product Guarantee void. Further, the Guarantee will be void if, at any time, any company, person or persons to whom We have supplied products or materials attempts to make any changes whatsoever to any of the components of the product; if at any time the application of the product as specified by The Company is not complied with; other materials not recommended by The Company are used together with The Company supplied Products which render The Company supplied products ineffective or unusable; if climatic or other conditions not allowed for in The Company instructions exceed the tolerance values of the Products; if the Products are scratched damaged or otherwise mishandled during application.</p>

3.2	The energy savings that will be achieved in Non-Standard Applications will vary depending upon the type of application and cannot be guaranteed by Us. It is the responsibility of the customer to ensure that the goods or products purchased from US are suitable for their intended purpose. The description of the goods on the website does not form part of the contract between You and Us.
3.3	Post application Aero-Therm dries to a semi-hard finish. The Company will not be held liable in any way for any damage to the surface of the installed product howsoever caused. It is your responsibility to protect the surface to which Aero-Therm is applied.
4	SALES "TO ARRIVE"
4.1	Any Goods sold on a "To Arrive" basis are sold subject to their safe arrival in The United Kingdom of Great Britain and Northern Ireland or The Republic of Ireland. The Company shall not be held liable in any way whatsoever, for failure to provide such Goods to you if they have not so arrived, have arrived late, or have arrived in an unsalable condition.
5.	PRICE
5.1	Unless We agree otherwise in writing the price that You are liable to pay shall be that set out in our order confirmation. Any discounts deductions or rebates agreed are only available if the price is paid in full by the due date.
5.2	Our price including delivery charges are based on a single delivery to a single location. Split or multiple deliveries will incur further delivery costs that shall be borne by You.
6.	ADDITIONAL COSTS
6.1	We reserve the right to make an additional charge for any extras ordered by You and not specified in the estimate and also for the expense of all training, inspections, tests, alterations or additions or any other work undertaken at Your request. In particular, but without prejudice to the generality of the foregoing, We may impose a charge for inspecting and/or testing Goods alleged by You to be defective or not in compliance with their contractual description, if We determine that the Goods are not defective and/ or do comply with their contractual description and/or any defects are not the responsibility of Us under the terms of the contract.
7.	PAYMENT
7.1	Unless We have agreed in writing to give You credit, payment in full is due on receipt of invoice. If we have agreed to give you credit, then all sums are to be paid into Our bank account without deduction or retention within 30 days of the invoice date. No payment shall be considered to have been received until We have received cleared funds. Time for all payments is of the essence.
7.2	Credit is granted and may be reviewed at any time at Our discretion. We reserve the right to refuse to execute any order or contract if the arrangements for payment or Your credit rating is not satisfactory to Us. You shall be liable for any loss, damage or expense arising out of any withdrawal or reduction of credit or of any refusal to supply further Goods in accordance with this clause including any loss, damage or expense suffered by Us.
7.3	You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have, or allege to have for any reason.
7.4	Without prejudice to the Conditions hereof, if You wish to raise any queries concerning an invoice rendered by Us to You, You must provide a written query to The Company Sales Office within seven days of the date of the invoice via email or post.
7.5	If You fail to give notice in accordance with 7.4 above concerning an invoice rendered by Us to You then You will be bound to accept and pay the invoice accordingly.
8.	DELIVERY & RISK
8.1	Delivery shall occur when the Goods arrive at the delivery address or 2 working days after delivery or collection is offered to You.
8.2	If You fail to take or make arrangements to accept delivery or to collect the Goods or if We are unable to deliver because of inadequate access or instructions delivery shall be deemed to have taken place and We may do any one or more of the following (without prejudice to any other right or remedy We may have):- (a) make additional charges for any further delivery. (b) store the Goods at Your risk and cost . (c) invoice You for the Goods. (d) suspend or terminate this contract without liability on Our part. (e) recover from You all costs and losses incurred by Us.
8.3	Delivery dates are given in good faith but are estimates only. Time for delivery is not of the essence. If the product or products are not in stock at The Company's warehouse, we shall obtain the product from the manufacturer and shall inform you of the likely delivery date.
8.4	Where any particular product is unavailable in a particular size ordered, we reserve the right to supply the goods individual units that differ to those ordered but amount to the same total ordered by You. This may result in some product being supplied in plain packaging.

8.5	We shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from any delay by Us in delivery of the Goods or failure to deliver the Goods in a reasonable time where such delay or failure is beyond Our reasonable control.
8.6	We reserve the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Any claim which You may have in respect of one instalment shall not affect Your liability in respect of any other instalment.
8.7	You will indemnify Us in respect of all losses damages costs and expenses incurred as a result of delivery in accordance with Your instructions. This indemnity will be reduced in proportion to the extent that such losses damages costs or expenses are due to Our negligence.
8.8	The risk in the Goods shall pass to You on delivery, as set out in Clauses 8.1 & 8.2 above, even if We have agreed to apply the Goods. It is Your responsibility to ensure that the Goods are kept safe on site before, during and after application and are fully insured against fire theft damage and other normal insurance risks for their full replacement costs.
8.9	Where goods are handed to a carrier for carriage to You or to a United Kingdom port for export any such carrier shall be deemed to be an agent of Us and not of You for the purposes of sections 44, 45 and 46 of the Sale of Goods Act 1979.
8.10	Without prejudice to any other provisions of the Terms You shall not have the right to reject any item of Goods if You: <ul style="list-style-type: none"> (a) ask Us to repair the same or consent for Us to do so. (b) agree to resell such item. (c) otherwise act in a manner inconsistent with the right to reject.
9.	INSPECTION
9.1	You shall inspect the Goods at the place and time of unloading but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be stored before use.
9.2	Unless You advise Us by written notice received by Us within 7 working days of unloading of any claim for loss, damage, short delivery or failure to conform to the contract apparent on inspection; the Goods will be deemed to have been delivered in accordance with the delivery documents and You shall not be entitled to reject the Goods. In the case of non-delivery such notifications are to be made within 7 working days of receipt of the invoice.
9.3	Our liability for loss damage short delivery or failure of the Goods to conform to the contract which is apparent on inspection is limited to supplying the Goods as ordered or crediting part of the purchase price and We shall not be liable for any damages whatsoever. You remain liable to pay the full invoice price of Goods delivered in accordance with the contract. Any other claim for damages is subject to Clause 11.
10.	TITLE
10.1	The title to the Goods shall remain with Us until You pay all monies that you owe to Us in full.
10.2	Until title passes:- <ul style="list-style-type: none"> 10.2.1 You shall hold the Goods as Our fiduciary agent and Bailee. 10.2.2 The Goods shall be stored separately from any other goods. 10.2.3 We agree that You may use or agree to sell the Goods as principal and not as Our agents in the ordinary course of Your business subject to the following express conditions:- <ul style="list-style-type: none"> * that You notify Your customer that We remain the legal owner of the Goods until We receive payment in full and We reserve the right to label the Goods accordingly; * that You will at Our request and at Your expense assign to Us all rights You may have against Your Customer; and * that Your right to use or sell the Goods may be withdrawn by Us on notice at any time and will automatically cease in the event of You becoming Insolvent.
10.3	We shall be entitled at any time to recover any or all of the Goods to which We have title and for that purpose Our employees or agents may with such transport as is necessary, enter upon any premises occupied by You or to which You have access and where the Goods may be or are believed to be situated.
10.4	Should You become Insolvent or should You seek to charge, pledge or otherwise encumber the Goods your right to possession of them shall cease forthwith.
11	LIABILITIES
11.1	In this Clause “the Defect” shall mean the condition and/or any attribute of the Goods and/or any condition or circumstance arising from Our manufacture or application of the Goods or of any other service provided by Us and/or

	any other circumstances which but for the effect of these Terms would have entitled You to reject the Goods or to damages.
11.2	Nothing in these Terms shall exclude or restrict Our liability for death or personal injury resulting from Our negligence or Our liability for fraudulent misrepresentation.
11.3	Subject to Clauses 11.2 of these Terms We shall not be liable in damages nor shall you be entitled to reject the Goods by reason of any breach of contract or of any tortious act by Us (including any negligence) or of any breach of statutory duty or for any other reason whatsoever. Instead of such liability We undertake as set out in Clause 11.4 below.
11.4	Where but for the effect of Clause 11.3 of these Terms You would have been entitled to reject the Goods or to claim damages against Us We shall subject to the conditions set out in Clause 11.5 below and at Our sole discretion either repair the Goods at Our own expense or supply replacement Goods or re-apply the Goods free of charge or refund all (or where appropriate part) of the price paid.
11.5	We will not be liable under Clause 11.4 or at all: (a) If the Defect would have been apparent on a reasonable inspection at the time of unloading then unless You give Us written notice within 7 working days of the time of unloading as provided for under Clause 13 of these Terms. (b) If the Defect would not have been apparent on a reasonable inspection at the time of unloading then unless the Defect is discovered within 12 months from the date of delivery and we are given written notice of the Defect within 7 working days of it being discovered. (c) Unless after discovery of the Defect We are given a reasonable opportunity to inspect the Goods before they are used or in any way interfered with. We acknowledge that the costs of suspending works are relevant to the determination of what is a reasonable opportunity and this sub clause shall not apply to any works affecting the Goods which are reasonably necessary in the interests of safety and/or as emergency measures. (d) If the Defect was not present at the time of delivery, (e) For damage to Goods subjected to humidity abnormal in the United Kingdom or Republic of Ireland or to exposure to excessive heat, cold, dryness or sunlight. (f) For damage to Goods sustained as a result of Your failure to store the Goods in accordance with the Our recommendations.
11.6	You will unconditionally fully and effectively indemnify Us against all losses damages penalties costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion to the extent that such losses damages penalties costs and expenses are due to Our negligence.
11.7	Without prejudice to any other provision of these Terms in any event Our total liability for any claim or for the total of all claims arising from any act or acts of default on Our part (whether arising from Our negligence or otherwise) shall not exceed the purchase price of the Goods the subject matter of any claim or the limit of liability laid down by Our insurers in respect of such claim, whichever is the higher.
11.8	We shall not be liable for imperfect work caused by any inaccuracies in any drawings, bills of quantities or specifications supplied by You.
12.	DEFAULT & TERMINATION
12.1	“Insolvent” a person is to be considered insolvent if he is unable to pay his debts as they fall due, has a bankruptcy order made against him, makes a composition with his creditors or seeks the benefit of any statutory provision for the relief of insolvent debtors. A body corporate is to be considered insolvent if it is unable to pay its debts as they fall due, if a resolution is passed or a petition is presented to any court for its winding up, if it convenes a meeting of its creditors (whether formal or informal), if it enters into liquidation (voluntary or compulsory) if it has a receiver and/or manager administrator or an administrative receiver appointed in respect of any part of its undertaking or if it seeks the benefit of any statutory provision for relief against insolvency.
12.2	“Associated Company” means Your subsidiary or holding company as defined in Section 1159 of the Companies Act 2006 or a subsidiary of such holding company, or any company over which Your directors or shareholders have control as defined in Section 1124 Corporation Tax Act 2010
12.3	If You fail to pay any invoice or any sum due to Us under any contract on the due date or Your credit limit is exceeded or You or Your Associated Company becomes Insolvent or there is a material change in Your or Your Associated Company’s constitution or You commit a material breach of this contract and fail to remedy that breach within 2 working days of being requested to do so all sums outstanding between You and Us under this and any other contract shall become immediately due and payable and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):- (a) require payment in cleared funds in advance of further deliveries of Goods. (b) charge interest on the monies outstanding at the rate of 2% per month of the invoice price from the due date until date of payment after as well as before judgement.

	<p>(c) suspend or cancel any further deliveries of Goods to You under any contract without liability on Our part.</p> <p>(d) suspend or cancel any obligation to apply Goods whether under this or any other contract without liability on Our part.</p> <p>(e) without prejudice to the generality of Clause 7 of these Terms exercise any of Our rights pursuant to that Clause.</p> <p>(f) terminate this or any other contract with You or any Associated Company without liability on Our part.</p> <p>(g) insist upon an assignment without charge of all rights, interests and causes of action You may have against Your customer or contractor.</p>
12.4	You shall reimburse Us costs including legal costs on an indemnity basis which We incur in enforcing Our rights under this contract including but not limited to recovery of any sums due.
13.	EXPORT TERMS
13.1	Unless We agree otherwise in writing We will not deliver outside of The United Kingdom of Great Britain and Northern Ireland or The Republic of Ireland. Further should We agree to deliver outside the United Kingdom then any such delivery shall be on the basis of "Ex Works" terms as defined in Incoterms 2010 that is to say You shall be responsible for all costs, charges and fees referable to the delivery of the Goods following collection from our premises as well as any customs or other duties payable thereon. You shall also be responsible for the costs of stowage and it is your responsibility to arrange and pay for any appropriate insurance.
13.2	You shall be responsible for arranging for inspection of the Goods at Our premises before shipment.
13.3	We shall have no liability for any claim in respect of any defect in the Goods which would have been apparent on inspection and which is made after shipment or in respect of any damage in transit.
13.4	Payment of all amounts due to Us shall be made by irrevocable letter of credit opened by You in favour of Us and confirmed by a United Kingdom clearing bank acceptable to Us or any other method of payment agreed by Us in writing by a Company Signatory.
13.5	Your order will not be accepted by Us until We have evidence of the letter of credit or bill of exchange as the case may be. All costs and charges incurred by us in negotiating and accepting payment methods shall be added to the price of the Goods.
13.6	This payment clause (Clause 13.) shall also apply if You are resident outside the United Kingdom.
14.	GENERAL
14.1	This contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English Courts.
14.2	Any reference in these Terms to any Statute or Statutory Provision includes a reference to that Statute or Statutory Provision as from time to time amended extended or re-enacted.
14.3	The headings in these Terms are for convenience only and shall not affect their interpretation.
14.4	We shall not be liable for any loss or damage arising as a direct or indirect result of Our delay or failure to perform Our obligations under this contract by reason of any force majeure circumstances which shall include but not be limited to industrial action, import or export regulations or embargoes, difficulties in obtaining materials, parts components labour or fuel, power failure or breakdown in machinery or vehicles or other circumstance outside Our control.
14.5	The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.
14.6	If any clause or sub-clause of the Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect.
14.7	We accept no responsibility, whether in contract, statutory duty, tort or otherwise howsoever, for loss or damage to free issue materials or components supplied to Us. Such materials or components are not insured by Us and You should therefore arrange adequate insurance cover.
14.8	No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of Our agents or employees shall be construed to enlarge, vary or override in any way these Terms.
14.9	This contract is personal to You and it may not be assigned.
14.10	Termination of this contract shall not affect rights and obligations which have already accrued at the time of termination.
14.11	These Terms shall have precedence over any other contractual documentation you may receive or enter into with Us. If there are any inconsistencies between any documentation between Us and You these Terms shall have precedence.