

Terms And Conditions Of Sale: Trade

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

If you are not sure about anything, please contact us via telephone on 0345 862 8699

General:

1. All goods supplied by Electric Heating Systems Ltd ("the Company") are supplied subject exclusively to these Terms. Any other terms proposed by the Customer are excluded unless agreed in writing by a Director. Submission of an order or acceptance of delivery constitutes acceptance of these Terms.
2. Goods: Goods include electric boilers, HeatHub units, cylinders, thermal stores, controls, installer kits, spare parts and all ancillary heating products supplied by the Company
3. Price & Payment: Prices exclude VAT and carriage unless stated. Payment is due strictly in accordance with invoice terms. Time for payment is of the essence. The Company may charge statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 and suspend supply if payment terms are breached.
4. Retention of Title (All Monies)
 - a. Title to Goods shall not pass until the Company has received payment in full for:
 - i. The Goods supplied; and
 - ii. All other sums due from the Customer on any account whatsoever.
 - b. Until title passes, the Customer shall:
 - i. Hold the Goods as bailee for the Company;
 - ii. Store them separately and clearly identified;
 - iii. Not remove serial numbers or identifying marks;
 - iv. Keep them insured for full replacement value.
 - c. The Company may enter any premises to inspect or recover unpaid Goods.
 - d. If Goods are resold before payment:
 - i. The Customer acts as principal;
 - ii. Proceeds of sale shall be held on trust for the Company;
 - iii. The Company may trace and recover such proceeds.

If the Customer enters liquidation (including CVL), administration, CVA, receivership or ceases trading:

 - i. The right to deal with Goods ceases immediately;
 - ii. All outstanding sums become immediately due;
 - iii. The Company may recover unpaid Goods.

5. Risk: Risk passes on delivery. Title does not pass until full payment is received.
6. Delivery: Delivery dates are estimates only. The Company is not liable for delay outside its reasonable control.
7. Installation & Use: Goods must be installed in accordance with manufacturer instructions and applicable regulations. The Company accepts no liability for incorrect installation, system design, misuse, or modification.
8. Inspection & Claims: Shortages or damage must be notified within 48 hours of delivery. Goods must not be installed if damaged.
9. Liability: Liability is limited to the invoice value of the Goods supplied. The Company shall not be liable for indirect or consequential loss. Nothing excludes liability for death or personal injury caused by negligence.
10. Governing Law: These Terms are governed by the laws of England and Wales.