



PHOENIX INSULATION LUTON LTD

Specialist Thermal Insulation

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Terms & Conditions

Interpretation

1. In these conditions:

- “Buyer” means the person who accepts a quotation of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller.
- “Goods” mean the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.
- “Seller” means Phoenix Insulation Luton Ltd (registered in England under number 8282033) whose registered office is 5a Arundel Road, Luton, Bedfordshire, LU4 8DY.
- “Conditions” mean the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and a Director of the Seller.
- “Contract” means the contract for the purchase and sale of the Goods.
- “Writing” includes telex, cable and facsimile transmission and comparable means of communication.

2. Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

Basis of Sale

1. No variation to these Conditions shall be binding unless agreed in Writing between the Buyer and a Director of the Seller.
2. The Buyer acknowledges that it has not relied on, and waives any claim for breach of, any representations made by the Seller or its' employees or agents.
3. Any advice or recommendation given by the Seller or its' employees or agents to the Buyer or its' employees or agents as to the storage, application or use of the Goods is followed or acted upon entirely at the Buyer's own risk.
4. Any typographical, clerical, or other error or omission in any sales literature, quotation, acceptance of order, invoice or other document issued by the Seller shall be subject to correction without any liability on the part of the Seller.

Orders and Specification

1. No order submitted by the Buyer shall be deemed to be accepted until confirmed in writing by the seller.
2. The quantity, quality and description of any specification for the Goods shall be those set out in the Seller's quotation or the Seller's written order confirmation whichever is the latter.

3. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damage, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright design, trademark or other industrial or intellectual property rights of any other person which result from the Seller's use of the Buyer's specification.
4. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
5. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages charges and expenses incurred by the Seller as a result of cancellation.

Price of the Goods

1. The price of the Goods shall be the Seller's quoted price.
2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
3. The price is exclusive of any value added tax or any other sales tax that is applicable which the Buyer shall be additionally liable to pay to the Seller.
4. Occasionally an error may occur with our website and goods may be incorrectly priced in which circumstances we will not be obliged to supply the Goods at the incorrect price.

Delivery

1. Due to the diverse range of products we offer we are unable to provide a fixed schedule for delivery. The vast majority of products we offer are held in stock but some will require a special order.
2. In all cases you will be kept informed and updated on delivery schedules.
3. Delivery will only be made within the United Kingdom, unless specifically required in Writing by the Buyer and accepted in Writing by a Director of the Seller.
4. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
5. Where the 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 instalments shall not entitle the Buyer to treat the Contract as a whole.
6. In the event that the Seller is found to have a liability under these Terms & Conditions, or under Statutory Law, this liability shall be limited to the excess (if any) of the cost of the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.
7. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery

instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may at the Seller's discretion:

- Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage : or
- Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Contract price or charge the Buyer for any shortfall below the Contract price.
- Charge the Buyer for the carriage costs incurred for re-delivery if applicable.

Damages, Our Error, Shortages or Non-Delivery

1. Damage or short delivery
 - Damage and/or shortages must be noted on carriers' delivery sheet immediately and notice in writing given to the Seller within 3 days of receipt of Goods.
2. Non-Delivery
 - Claims for non-delivery must be made in writing to the Seller within 3 days of date of dispatch shown on invoice.
3. Our Error or Damaged Goods
 - All Goods delivered damaged or our error must be authorised before return. No unauthorised returns will be accepted.
 - To arrange a return please contact Phoenix Insulation Luton Ltd. We will cover the cost of the return if the Goods are damaged on delivery or we have made an error with the Goods delivered.

Payment

Full payment must be made in advance before the receipt of any Goods. We accept all major credit cards, including Mastercard, Visa, American Express and debit cards such as Switch with payment taking place over a secure encrypted server. The total cost for Goods ordered that is payable by the Buyer, including VAT, delivery charges and any other costs is displayed in full before the Buyer places their order. This is to ensure that the Buyer is clear about the total chargeable amount before making the decision to place the order. The amount will be debited from or credited to the card once we authorise the order. This does not affect the Buyer's right to return Goods under the conditions stated above.

Age Requirements for Certain Products

Where the Buyer places an order for age-restricted Goods such as solvents and knives, the Buyer confirms that they are over the age of 18 and that delivery will be accepted by a person over the age of 18. We reserve the right to cancel your order if we reasonably believe that the Buyer is not legally entitled to order certain Goods.

Termination

We may suspend further supply or delivery, stop any Goods in transit or terminate our contract by notice in writing to the Buyer if the Buyer is in breach of an obligation hereunder or the Buyer becomes unable to pay the debts when they fall due or proceedings are commenced by or against the Buyer alleging bankruptcy or insolvency. Upon termination, your indebtedness to the Seller becomes immediately due and payable and the Seller shall be under no further obligation to supply Goods to the Buyer.

Warranties and Liability

1. Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions and other terms implied by statute or common law are excluded to

- the fullest extent permitted by law.
2. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements order 1976) the statutory rights of the Buyer are not affected by these Conditions.
 3. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods (other than due to damage suffered during transit) or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 1 week from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days after discovery but no later than 3 months after delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
 4. 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, the Seller shall be entitled to replace the Goods (or the part in question) free of charge, or at the Seller's discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.
 5. Except in respect of the death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer due to any representation, or any implied warranty, condition or other term or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for profit or otherwise) , costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its' employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in these Conditions.
 6. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract due to any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control, which shall include (without limitation) any:
 - Act of God, explosion, flood, tempest, fire or accident.
 - War or threat of war, sabotage, insurrection, civil disturbances or requisitions.
 - Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority.
 - Import or export regulations or embargoes.
 - Strikes, lock-outs or other industrial actions or trade disputes(whether involving employees of the Seller or third party).
 - Difficulties in obtaining raw materials, labour, fuel parts or machinery.
 - Power failure or breakdown in machinery.

Buyer's Indemnity

The Buyer hereby indemnifies the Seller and undertakes to keep the Seller indemnified.

1. Against all costs, charges, liabilities or expenses including legal costs, reasonably incurred by the Seller in exercising any of its' rights obtained in these Conditions.
2. In respect of any claim which may be made against the Seller under Section 6 of the Health & Safety at Work Act 1974 or any equivalent safety legislation outside of the United Kingdom except where such claim arises as a result of the Seller's proven negligence.

Risk / Title

1. The Goods are at the Buyer's risk from the time of delivery.

2. Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
 - The Goods, and
 - All other sums which are or which become due to the Seller from the Buyer on any account.
 - The Seller shall be entitled to recover payment for the Goods even though ownership of any of the Goods has not passed from the Seller.

General

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.
2. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
3. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in the part of the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
4. The contract shall be governed by the laws of England and the Seller and the Buyer hereby submit themselves to the jurisdiction of the Courts of England and Wales.