

Please complete in block capitals and return to your local branch or to:
Powred Heating Components Ltd, 344-346 Cowbridge Road East, Cardiff CF5 1HD

Your Business details:	
Business / Trading Name:	
Business / Trading Address:	
Post code:	
Contact name:	
Tel No:	
Mobile:	
Fax No:	
Email:	

Business information:		
Business type (please tick):	Private limited company (LTD) : <input type="checkbox"/>	Sole trader: <input type="checkbox"/>
	Partnership: <input type="checkbox"/>	Limited liability partnership (LLP): <input type="checkbox"/>
	Public limited company (PLC): <input type="checkbox"/>	Other (Please state): <input type="checkbox"/>
Number of employees:	<input type="checkbox"/> 1-5 <input type="checkbox"/> 6-10 <input type="checkbox"/> 11-19 <input type="checkbox"/> 20-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100+	
At which PHC branch would you like your account based?:		
Details of person(s) authorised to place orders:		
Any specific order related instructions?:		

Declaration	
<p>I/We, the undersigned certify that the information given is to the best of my knowledge, accurate and correct and acknowledge that any trading with Powred Heating Components Ltd will be in accordance with Powred Heating Components Ltd's Terms and Conditions of Sale as set out in this application form and that I have read the same.</p>	
Signed by a Director, Partner or Proprietor of the business:	Name (please print):
Position:	Date:

FOR PHC INTERNAL USE ONLY	
Account code:	Owning branch code / branch name: /
Terms code:	Date: Processed by:
Notes:	

1. **Interpretation**
- 1(a) In these Conditions
 'Buyer' means the corporation, firm, company, institution, person or persons to whom a quotation is made or to whom goods are sold by the company
 'Goods' means the goods which the Seller is to supply in accordance with these Conditions.
 'Seller' means Powred Heating Components Limited (Company Registration Number: 04790678).
 'Conditions' means 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 the Seller
 'Contract' means the contract for the purchase and sale of the Goods.
 'Writing' includes letter, email and facsimile transmission
- 1(b) 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
- 1(c) The headings in these Conditions are for convenience only and shall not affect their interpretation.
2. **Basis of the sale**
- 2(a) The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject In either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 2(b) No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2(c) The Seller's employees or agents are not authorised to make any representation concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2(d) 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 which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2(e) 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 specification**
- 3(a) No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller.
- 3(b) 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, and for giving the Seller any necessary information relating to the Goods within a reasonable time to enable the Seller to perform the Contract in accordance with its terms.
- 3(c) The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation or the Buyer's order (if accepted by the Seller).
- 3(d) If the Goods' are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with the specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, 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, trade mark or other Industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification The Buyer will also fully indemnify the Seller in respect of all other loss, damages, costs and expenses incurred by the Seller and arising out of the supply of the Goods.
- 3(e) The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirement or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3(f) No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement of the Seller and on terms that the Buyer shall indemnify the Seller with a percentage of the original quoted cost of the goods and with any other charges and expenses incurred by the Seller as a result of cancellation.
4. **Price of the goods**
- 4(a) The price of the Goods shall be the Seller's quoted price. Where the price quoted is specified as fixed for a certain period of time the price will be as fixed provided delivery takes place within the period, unless the Buyer has requested a change in delivery date, quantity or specification for the Goods or delay is caused by any instruction of the Buyer or failure of the Buyer to give the Seller adequate information or instructions in which case the Seller may give notice to the Buyer in a similar manner to the notice referred to in clause 4(b)
- 4(b) Where the price quoted is not specified as fixed for a certain period of time the Seller may, by giving notice to the Buyer at any time before delivery 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 or due to any increase caused by any of the events specified in clause 4(a)
- 4(c) All prices are given by the Seller on an ex-works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance. All packaging will be subject to an additional charge.
- 4(d) The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller and shall be paid without any deductions or withholdings and without any right of set off and counterclaim.
5. **Terms of payment**
- 5(a) Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods
- 5(b) Provided the Seller shall have offered to and agreed credit facilities with the Buyer, the Buyer shall pay the price of the Goods in accordance with the Seller's terms of payment that are specified on the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. If credit facilities have not been so agreed payment shall be due upon availability or (where the Goods are to be collected by the Buyer) upon the Seller notifying the Buyer that the goods are ready for collection or where the Seller wrongfully fails to take delivery of the Goods upon the Seller tendering delivery of the Goods. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5(c) The Seller reserves the right to terminate any credit facilities upon notice to the Buyer, such notice having immediate effect where upon any monies owed to the Seller by the Buyer will become due for payment immediately.
- 5(d) If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 5(d1) cancel the contract or suspend any further deliveries to the Buyer
- 5(d2) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer) and charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above the Bank of England base rate from time to time, until payment in full is made.
6. **Delivery**
- 6(a) Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at anytime after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
- 6(b) 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 unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date.
- 6(c) The Seller will not be liable for non-delivery or damage or shortages in the Goods unless:
- 6(c1) the Buyer notifies the Seller within three days of receipt of the Goods or in the event of non-delivery within three days of receipt of the invoice and
- 6(c2) a claim is made within 20 working days of such receipt and the Seller shall be permitted to inspect the Goods on the Buyer's premises.
- 6(d) 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 instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6(e) If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6(f) 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 (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6(f1) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including the insurance) of storage, or
- 6(f2) after a reasonable period of time, 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 price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
7. **Returns**
- 7(a) Goods to be returned from the Buyer to the Seller for any reason, shall be returned only upon authorisation from the Seller.
- 7(b) Goods returned by the Buyer to the Seller without authorisation from the Seller, shall not be accepted onto the Seller's premises. The Seller shall not be responsible for any costs incurred by the Buyer in this event.
- 7(c) Goods will only be considered (by the Seller) to be accepted for return providing the following conditions are met:
- 7(c1) the Goods have been purchased within 28 working days of the Buyers request to return the Goods
- 7(c2) the Goods have (at the Seller's opinion) in no way been used, misused or modified and are in their original packaging and are in an immediately re-saleable condition.
- 7(d) Goods that are specially manufactured or modified from their original condition in accordance with the Buyer's order cannot be returned.
- 7(e) Goods that are classed (at the Seller's Opinion) as non-catalogue or specially ordered items cannot be returned.
- 7(d) Printed Circuit Board's (PCB's) and other items containing electronic components such as Digital Time Controls, Burner Sequence Controls etc. cannot be returned.
- 7(e) The Seller withholds the right to offer replacement, refund or repair of the Goods subject to the return of the Goods (at the Seller's Discretion) to the Seller's supplier or the manufacturer of the Goods for inspection and testing where necessary to deem the Goods are defective, or have become defective not as a result of any of the conditions as stated in clause 9(b2)
- 7(e) Any Goods accepted by the Seller will be subject to a handling charge.
8. **Risk and property**
- 8(a) Risk of damage to or loss of the Goods shall pass to the Buyer:
- 8(a1) in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 8(a2) in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 8(b) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the title in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of 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(c) Until such time as the title 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. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible. Including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 8(d) Until such time as the title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at anytime 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(e) The Buyer shall not be entitled to pledge or in any way charge by way of security for any 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. **Warranties and liability**
- 9(a) The Seller warrants that the Goods will be free from defects in materials and workmanship for a period of twelve months from delivery and will correspond with their specification at the time of delivery. If within twelve months from the date of delivery the Buyer shall notify the Seller in writing that a defect exists in the Goods and shall return the defective part at their own expense to the Seller and if the Seller is satisfied that such defect arose solely from faulty materials or workmanship of the Seller (or its suppliers in the case of Goods not manufactured by the Seller) the Seller will at its option replace, refund or repair the defective part. The Buyer will not be responsible for the cost of replaced items but will be responsible for the cost of labour where an item is repaired.
- 9(b) The above warranty is given by the Seller subject to the following conditions:
- 9(b1) 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.
- 9(b2) the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions (including but not limited to hiring out the Goods to third parties), failure to follow the Seller's instructions (whether oral or in writing), incorrect application, misuse, alteration or repair of the Goods without the Seller's approval. (In certain instances it will be necessary for the Seller to return the Goods to the Seller's supplier to verify that the Goods have not become defective due to any of the aforementioned reasons).
- 9(b3) the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- 9(c) 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 or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9(d) Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restriction on Statement Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
- 9(e) Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of 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 loss of 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.
- 9(f) The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of 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. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 9(f1) Act of God, explosion, flood, tempest, fire or accident;
- 9(f2) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 9(f3) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 9(f4) import or export regulations or embargoes;
- 9(f6) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 9(f7) difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 9(f8) power failure or breakdown in machinery;
10. **Insolvency of Buyer**
- 10(a) This clause applies if:
- 10(a1) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), or
- 10(a2) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or the Buyer ceases, or threatens to cease, to carry on business; or
- 10(a3) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 10(a4) If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. In the event of non-payment to the Seller by the Buyer the Seller shall be entitled to recover the Goods under the provisions of the retention of title clause (Section 8)
11. **General**
- 11(a) 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 the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11(b) 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.
- 11(c) 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 thereby.
- 11(d) The Contract shall be governed by the laws of England & Wales and the parties submit to the jurisdiction of the English courts