

## Contact Numbers

Thermotechnology



**BOSCH**

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Fax. 01506 441687

### Training

Tel. 01905 752526  
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### Literature Line

Tel. 01905 752556

# Conditions of Sale

Bosch Thermotechnology Ltd. Cotswold Way, Warndon, Worcester WR4 9SW.  
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This leaflet is accurate at the date of printing and should be disregarded if specification and/or appearances are changed in the interests of continued improvement.  
The statutory rights of the customer are not affected.

8 716 102 429 Issue c (02/09)

 **WORCESTER**  
Bosch Group

**Buderus**

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9.2 Bosch shall not be liable to the Purchaser in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss of profit, loss of production and/or indirect or consequential loss of any kind which the Purchaser may suffer by reason of any act omission, neglect or default including negligence in the performance of the contract by Bosch its servants or agents.

9.3 Nothing in these conditions shall operate to exclude Bosch's non excludeable liability in respect of death or personal injury caused by the negligence of Bosch its servants or agents, nor to affect the statutory rights of the Purchaser where the Goods are sold to a Purchaser acting as a consumer, nor to exclude the application of section 12 of the Sale of the Goods Act 1979, nor to exclude liability for fraudulent misrepresentation.

### 10. PATENT RIGHTS

10.1 Bosch shall indemnify the Purchaser in respect of the infringement of patent rights and other industrial property rights (collectively referred to here as "Patent Rights") of third parties subject to the Purchaser immediately notifying the Company Secretary of Bosch in writing of any alleged or claimed infringement and proceeding only in agreement with Bosch in dealing with such claim or allegation. Should any one of these conditions not be fulfilled, Bosch shall be relieved of its obligations.

10.2 Bosch shall not be liable insofar as third party claims for infringement of Patent Rights are based on modifications made to the goods or the incorporation of additional devices or the combination of the goods (or any part of them) with other equipment or devices not supplied by Bosch.

10.3 Bosch shall not be liable for infringement of third party Patent Rights for goods which were manufactured according to drawings, models or other design data supplied by or on behalf of the Purchaser; in this case the Purchaser shall indemnify Bosch in respect of third party claims.

4.3.3 the Purchaser shall not make any modifications to the Goods or their packaging or alter or remove or tamper with any marks, numbers or any other means of identification used on or in relation to the Goods.

4.4 Upon termination of the Purchaser's power to deal with the Goods, the Purchaser shall place the Goods at the disposal of Bosch and Bosch and its agents or servants are hereby irrevocably authorised without the need of consent of any third party, but only using such force as may be necessary to enter upon any premises of the Purchaser for the purposes of removing the Goods.

#### 5. CANCELLATION OR VARIATION OF ORDERS

After the posting by Bosch of the Acknowledgement of Order or pre-delivery advised to the Purchaser, no purported cancellation or variation of an order, whether in whole or in part, shall be of any effect unless expressly accepted in writing signed by an authorised officer of Bosch and upon terms that the Purchaser immediately pay Bosch all sums that Bosch may reasonably certify as representing the cost to Bosch of such cancellation or variation.

#### 6. RETURN OF GOODS

Goods may not be returned to Bosch except by prior written permission of an authorised officer of Bosch and such return shall be subject to payment by the Purchaser of handling and re-stocking charges, transport and all other expenses incurred by Bosch. See return Procedure.

#### 7. GUARANTEE

The Goods sold under these conditions are covered by the terms of Bosch's guarantee as set out on a card or in a user instructions booklet delivered with the Goods, which terms are available for inspection at Bosch's Registered Office in the event of omission.

#### 8. TERMINATION UPON NON-PAYMENT

Without prejudice to any right or remedies available to it, if any sum owing to Bosch from the Purchaser on any account whatsoever shall be unpaid after the due date for payment, and/or the Purchaser shall commit or be subject to any Act of Insolvency and/or the Purchaser shall commit any breach of any contract with Bosch, Bosch shall be entitled forthwith on written notice to the Purchaser to terminate the contract in whole or part and/or any other contract with the Purchaser or to withhold performance of any or all of its obligations under this contract and/or any other contract with the Purchaser and upon giving such notice all money outstanding from the Purchaser to Bosch shall become immediately due and payable. In the event of suspension of performance Bosch shall be entitled as a precondition to resuming performance to require payment of such security as it may require.

#### 9. LIABILITY

9.1 Bosch shall not be liable to the Purchaser in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Purchaser may suffer by reason of any act, omission neglect or default including negligence in the performance of the contract by Bosch its servants or agents in a sum which is greater than the contract price.

### 1. GENERAL

1.1 In these Conditions:

"Bosch" shall mean Bosch Thermotechnology Ltd;

"the Purchaser" shall mean any person or company who places an order with Bosch for Goods;

"Goods" shall mean any product, part and/or services to be supplied by Bosch to the Purchaser.

"An Act of Insolvency" means any one or more of the following namely the passing of a resolution; the presentation of a petition for winding up, bankruptcy or the appointment of a receiver; the appointment of a receiver and/or a manager or an administrative receiver over the whole or any part of the Purchaser's undertaking or assets; the making of a proposal for a voluntary arrangement within the Insolvency Act 1986; a proposal for any other composition scheme or arrangement; the calling by the Purchaser of any meeting of its creditors generally; the levying execution, distress or diligence over any of its assets; the failure to pay debts as and when due; and anything analogous to any of the foregoing under the law of the jurisdiction where the Purchaser is established.

"Contract" means an order for Goods placed by the Purchaser accepted by Bosch to which these Conditions shall apply.

- 1.2 All Goods are sold subject to the following terms and conditions. Save as expressly provided herein, all conditions, guarantees, warranties, terms, undertakings and representations are excluded, save for those expressly agreed in writing by an authorised officer of Bosch and for Bosch's fraudulent misrepresentation.
- 1.3 In the event of any conflict or inconsistency between these conditions and the terms or conditions of any order or acceptance of whatever date, these conditions shall prevail.
- 1.4 The placing by the Purchaser of an order shall not constitute an offer and no contract shall come into existence unless and until Bosch accepts the Purchaser's order in writing.
- 1.5 Any information on heat performance of the Goods is based on tests carried out and past experience, but Bosch will accept no liability for failure to obtain these results, unless specifically guaranteed in writing. Bosch's liability under such guarantee shall be limited to accepting the return of the Goods in exchange for a credit note. The Purchaser is responsible for the capacity and performance of the Goods being sufficient and suitable for his purpose and Bosch accepts no responsibility in this connection.
- 1.6 All descriptions, including specifications and drawings, included in Bosch's offer for sale are approximate only and the Purchaser shall accept without redress any minor deviations there from. All photographs, illustrations, advertising lists and similar documents represent in a general way the type of Goods concerned but do not necessarily represent in detail the particular Goods which form part of the contract.
- 1.7 Bosch reserves the right, without giving prior notice to the Purchaser, to carry out alterations and improvements in design or method of manufacture. In the event of Bosch being unable to obtain any proprietary or special fitment as specified by the

Purchaser Bosch reserves the right to substitute any other type of fitment which may be available and which Bosch shall reasonably consider to be effectively equivalent.

- 1.8** Neither party shall have any liability for any failure to perform or for any delay in the performance (other than as to payment) of any of its obligations under the contract caused by any fact beyond its reasonable control.
- 1.9** No failure or delay on the part of Bosch to exercise any of its rights shall operate as a waiver nor shall any waiver by Bosch of any breach by the Purchaser of any of its obligations affect the rights of Bosch in the event of any further or continuing breach.
- 1.10** This contract is governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.
- 1.11** In the event that any provision of this contract shall be or become void or unenforceable for any reason whatsoever the same shall be deleted here from without it affecting the validity or unenforceability of remainder of such contract.
- 1.12** These Terms and Conditions of Sale will be deemed to have been accepted, unless rejected or objected to in whole or in part within 14 days of the date on which they were dispatched.

## **2. PRICES AND PAYMENT**

- 2.1** All prices are exclusive of Value Added Tax.
- 2.2** The prices to be charged and invoiced by Bosch for any Goods shall be those fixed by Bosch and prevailing at the date of despatch of such Goods, notwithstanding any prices appearing in any quotation, price list, acknowledgement of order or other document issued by Bosch, unless Bosch otherwise agrees in writing prior to the date of despatch.
- 2.3** The price of the Goods quoted includes the cost of 'standard delivery' to England, Wales and Scotland, within the standard lead time. Deliveries outside these standards are subject to a delivery charge unless special agreement is obtained by the purchaser from the seller.
- 2.4** Payment for Goods, unless otherwise agreed in writing by an authorised officer of Bosch, shall be made to be received by Bosch not later than 30 days after the end of the calendar month in which the Goods are despatched notwithstanding that delivery may not have taken place and/or property not transferred to the Purchaser, and no deduction in payment by the Purchaser shall be made in respect of any set-off or counter claim.
- 2.5** If payment of the price or any part thereof is not made on or before the date specified in 2.4 above, Bosch shall be entitled to charge interest both before and after any judgement on the outstanding amount at the rate of 4% per annum above the base rate for the time being of Barclays Bank plc, such interest to accrue from day to day.
- 2.6** Bosch may appropriate any payment made to it by the Purchaser to such of the Goods supplied under any contract between the Purchaser and Bosch as Bosch may think fit notwithstanding any purported appropriation by the Purchaser.

## **3. DELIVERY**

- 3.1** Any estimate of time for delivery shall run from the date on which the order is received by Bosch and the Purchaser shall not have the power to make time of the essence in relation to delivery. Bosch shall in no case be liable for any loss suffered by any delay in delivery howsoever caused.
- 3.2** If the Purchaser indicates in writing to Bosch within 14 days of delivery that Goods have been delivered damaged and if Bosch is satisfied that this is the case, Bosch will at its option either repair or replace any Goods or part of Goods so damaged, or allow the Purchaser credit in respect thereof as fixed by Bosch. Bosch's liability under this condition shall be limited to repair, replacement or allowing credit as aforesaid.
- 3.3** If the Purchaser indicates in writing to Bosch within 14 days of delivery that the Goods have been short-delivered and Bosch is satisfied that this is the case, Bosch will at its option make up any short delivery or allow the Purchaser credit in respect thereof. Bosch's liability under this condition will be limited to making up the delivery or allowing credit as aforesaid.
- 3.4** If the Goods have not been received within 7 days from receipt by the Purchaser of the invoice in respect thereof the Purchaser shall give in writing notice which must reach Bosch within 15 days of receipt of the said invoice and Bosch shall despatch to the Purchaser such Goods as Bosch is satisfied were not delivered or allow the Purchaser credit in respect thereof. If such notice is not given and received Bosch will not be liable to the Purchaser in respect thereof, and in any event Bosch's liability shall be limited to the despatch of Goods or allowing a credit as aforesaid.
- 3.5** If the Purchaser fails to take delivery of or collect the Goods or fails to give adequate delivery instructions after notification that they are ready, Bosch may without prejudice to its other rights and remedies store the Goods and charge the Purchaser the reasonable costs relating thereto and/or sell the Goods at any time and after deducting all costs and expenses account to the Purchaser for any excess over the price already paid or charge the Purchaser any shortfall between the contract price and such costs and expenses.

## **4. TRANSFER OF PROPERTY**

- 4.1** The risk in all Goods sold by Bosch shall pass to the Purchaser upon delivery thereof to him or to any carrier or agent acting on his behalf.
- 4.2** Notwithstanding delivery and passing of risk property and title to the Goods shall remain at Bosch until Bosch has received payment in full for (a) the price of all Goods, the subject of the contract and (b) all other Goods supplied by Bosch to the Purchaser under any other contract whatsoever.
- 4.3** Until property and title to the Goods passes to the Purchaser
- 4.3.1** the Purchaser shall keep the Goods properly stored protected and insured and separate from all other Goods whether belonging to Bosch or any third party and
- 4.3.2** Bosch shall be entitled at any time forthwith to revoke the Purchaser's power to deal with the Goods and such power shall automatically cease if the Purchaser should commit or be subject to any Act of Insolvency and