



Making Your House Your Home
SINCE 1982

STOVES

RENEWABLES

BATHROOMS

Conditions of Sale

1 Definitions

- 1.1 'Seller' shall mean Cremur Heating Limited its and/or successors and assigns, or any person acting on behalf of and with the authority of Cremur Heating Limited.
- 1.2 'Customer' shall mean the person or entity described as such on the invoices, applications for credit, quotation, work authorisation or any forms to which these terms and conditions apply, and shall mean any person acting on behalf of and with the authority of such person or entity.
- 1.3 'Guarantor' means that person (or persons) or entity who agrees to be liable for the debts of the customer on a principle debtor basis.
- 1.4 'Goods' shall mean goods supplied by the Sellers to the Customer (and where the context so permits shall include any supply of services as hereinafter defined) and as described on the invoices, quotations, work authorisations or any other forms as provided by the Seller to the Customer.
- 1.5 'Services' shall mean all services applied by the Seller to the Customer and includes any advice or recommendations (where the context so permits shall include my supply of goods as defined above).
- 1.6 'Price' shall mean the cost of the Goods as agreed between the Seller and the Customer subject to Clause 3 of this contract.
- 1.7 'Intellectual Property Rights' shall mean all of any intellectual and industrial property rights, including and without limitation patent and copyrights and design rights, trade marks, knowhow and confidential information in each case whether registered, unregistered or in the process of being registered.

2 Price and Payment

- 2.1 At the Seller's sole discretion the Price shall be either;
 - a As indicated on invoices provided by the Seller to the Customer in respect of Goods supplied; or
 - b The Sellers quoted price (subject to Clause 3.2) which shall be binding upon the Sellers provided that the Customer shall accept the Sellers quotation within thirty (30) days.
- 2.2 The Seller reserves the right to change the price in the event of variation of the Sellers quotation.
- 2.3 The Seller reserves the right to make a handling charge on any orders, the total invoice price of which (excluding VAT) is less than the Sellers small order value as notified by the Customer from time to time.
- 2.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated when the invoice is due thirty (30) days following the date of the invoice.
- 2.5 Until such time as the Seller has confirmed credit amount facilities in writing, at the Sellers sole discretion, a payment shall be due:
 - a On delivery of the Goods; or
 - b Before delivery of the Goods.
- 2.6 Payment will be made by cheque, or by debit, credit card, or by any other method agreed to by the Customer and the Seller.
- 2.7 VAT and other taxes and duties that may be acceptable shall be added to the price except when they are expressly included in the price.

3 Deposits

- 3.1 Deposits will be required on all orders.
- 3.2 Deposit amount will be at the discretion of the Seller

4 Delivery of Goods

- 4.1 At the Sellers sole discretion delivery of the Goods shall take place when and after;
 - a The Customer takes possession of the Goods at the Sellers address, or
 - b The Customer takes possession of the Goods at the Customers address (in the event that the Goods are delivered by the Seller or the Sellers nominated carrier); or
 - c The Customer nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Customers agent.
- 4.2 At the Sellers sole discretion the costs of delivery are;
 - a Included in the price, or
 - b For the Customer's account
- 4.3 The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer fails to accept delivery of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licence or authorities:
 - a Risk in the Goods shall pass to the Customer (including loss or damage caused by the Seller negligence);
 - b The Goods shall be deemed to have been delivered and,
 - c The Seller may store the Goods until delivery, where upon the customer shall be liable for all related costs and expenses (including, without limitation storage and insurance) and the Seller shall be entitled to charge the Customer any increase in the Sellers list price of the Goods between the due date for the dispatch or collection and the date on which dispatch or collection is actually affected.
- 4.4 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 4.5 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provision in these Terms and Conditions.
- 4.6 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that;
 - a Such discrepancy in quantity shall not exceed 3% and
 - b The price shall be adjusted pro rata to the discrepancy
- 4.7 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 4.8 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

5 Risk

- 5.1 If the Seller retains ownership of the Goods nonetheless, all risks for the Goods passes to the Customer on delivery.
- 5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these Terms and Conditions by the Seller is sufficient evidence of the Sellers rights to receive the insurance proceeds without the need of any person dealing with the Seller to make enquiries.

6 Title

- 6.1 It is the intention of the Seller and agreed by the Customer that ownership of the Goods shall not pass
 - a Until the Customer has paid all amounts owing for the particular goods and
 - b The Customer has met all other obligations due by the Customer to the Seller in respect to all contracts between the Seller and the Customer.

7 Customers Disclaimer

- 7.1 The Customer hereby disclaims any right to rescind or cancel a contract or to sue for damages or to claim restitution arising out of misrepresentation made to the Customer by the Seller and the Customer acknowledges that the Goods are bought relying solely on the Customer skill and judgement.

8 Defects

- 8.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description of quote.

9 Returns

- 9.1 Returns will only be accepted provided that:

- a The Customer has complied with the provisions set out below; and
 - b The Seller has agreed in writing to accept the return of goods; and
 - c The Goods are returned at the Customers cost within seven (7) days of the delivery date; and
 - d The Seller will not be liable for goods which have not been stored or used in a proper manner; and
 - e The Goods are returned in the condition in which they are delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
 - f The Seller may (in its discretion) accept the return of Goods for Credit or refund less a handling fee of 15% of the value of the returned Goods and freight costs if applicable.
- 9.2 If the purchased Goods are not fit for purpose, please contact us to arrange a return:
- a The Seller reserves the right to examine and test components as they see fit.
 - b We commit to reverting to the Customer with a decision with ten (10) days.
 - c Items without proof of purchase will not be entertained.
 - d If the Customer shall fail to comply with the above provisions the Goods shall be presumed to be free from any defect or damage.
 - e Customers may be offered solutions in this order: rejection, repair, replacement or refund.
 - f For defective goods, which the Seller has agreed in writing that the Customer is entitled to reject, the Sellers liability is limited to either (at the Sellers discretion) replace the goods or repair the goods.

- 9.3 Claims for 'Damages & Shortages of Goods on Delivery' will only be accepted at the time of delivery.

- 9.4 The Seller cannot accept returns/exchange of "special order" & non-stock items.

10 Warranty

- 10.1 For goods not manufactured by the seller the Warranty shall be the current Warranty provided by the manufacturer of the goods. The Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the goods.
- 10.2 Where the Seller is the manufacturer of the goods, it warrants that the goods shall at the time of delivery meet its written specifications in all material respects.
- 10.3 To the fullest extent permitted by law the Seller shall not be liable for any business interruption, loss of production, loss of profit, contracts, good will or anticipated savings, loss arising from any third party claims or any special, indirect or consequential loss (whether or not foreseeable) in respect of defects in the nature of the quality of any goods supplied by the Seller whether or not caused by negligence of the Seller its employees or agents.

11 Default & Consequences of Default

- 11.1 Interest on overdue invoices shall incur from the date when payment comes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.
- 11.2 If the customer defaults in payment of any invoice when due, the customer shall indemnify the Seller from and against all costs and this disbursements incurred by the Seller pursuing the debt including legal costs on a solicitor and own client basis and the Sellers collection agency costs.
- 11.3 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment); the Seller may suspend or terminate the supply of goods to the Customer and any of its other obligations under the Terms and Condition. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller exercised its rights under this Clause.
- 11.4 If any account remains overdue after thirty (30) days then an amount of the greater of €20 or 10% of the amount overdue (up to a maximum of €200) shall be levied for administration fees which some shall become immediately due and payable.
- 11.5 Without prejudice to the Sellers other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice of any other remedies and all accounts owing to the Seller shall, whether or not due for payment, immediately in the event that;
- a Any money payable to the Seller becomes overdue (or in the Sellers opinion the Customer will be unable to meet its payments as they fall due; or
 - b The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - c A Receiver, Manager, Liquidator, (provisional or otherwise) or similar person is appointed in respect of the Customer or any other asset of the Customer.

12 Customers Responsibilities

- 12.1 It is the Customers Responsibility to;
- a Ensure that the terms of the Customers order and any acceptable specification are complete and accurate; and
 - b Provide at the location specified for delivery and at its expense adequate and appropriate equipment and manual labour for loading the goods.

13 General

- 13.1 Each Clause of this contract is servable and distinct from the others. If any provision of these Terms and Conditions becomes invalid, void, illegal or unenforceable the validity, insistence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 13.2 These Terms and Conditions and any contract to which they apply shall be governed by the laws of Ireland and are subject to the jurisdiction of the Courts of Ireland.
- 13.3 The Seller shall be under no liability whatever the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these Terms and Conditions.
- 13.4 Nothing in these Conditions shall exclude or limit the liability of the Seller for;
- a Death or personal injury resulting from its negligence; or
 - b For any matter which it would be legal for the Seller to exclude or attempt to exclude its liability; or
 - c For fraud or fraudulent misrepresentation
- 13.5 In the event of any breach of this contract by the Seller the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the Goods.
- 13.6 The Customer shall not be entitled to set off against or deduct from the price any sums owed or claimed to owed to the Customer by the Seller.
- 13.7 The Seller may licence or subcontract all or any part of its rights and obligations without the Customers consent.
- 13.8 Neither party shall be liable for any default due to any Act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.