Heat Merchants Group

Application for a Trade Credit Account

Heat Merchants

Bathroom Merchants

tubs&tiles

BRANCH
NAME & ADDRESS

Heat Merchants Group, Moydrum Road, Athlone, Co. Westmeath, Ireland. Trading as Heat Merchants, Bathroom Merchants and Tubs & Tiles. Registered as Washglade Ltd, Muirfield Drive, Naas Road, Dublin 12. Company Reg. No. 509407.

a WOLSELEY company

Heat Merchants Group

APPLICATION FOR A CREDIT ACCOUNT

GUIDANCE NOTES

SECTION 1: Must be completed by ALL APPLICANTS

SIGNATURE: Limited Companies - a Director or Company Secretary will need to sign the application.
Sole Traders - the owner of the account needs to sign.
Partnerships - all partners need to sign.
Clubs/Associations - the Secretary/Treasurer needs to sign.

SECTION 2: Must be completed by Limited and Public Limited Companies only.

SECTION 3: Must be completed by Sole Traders and Partnerships.

SECTION 4 & 5: Please do not complete these sections.

Accompanying Documents
All applications must be accompanied by the documents below

Documents Required

- ✓ Bank/building society statement or utility bill (dated within last 3 months)
- ✓ Full driving licence (must be in current address)
- ✓ Company letterhead quoting company registration number

These guidelines are designed to assist you and prevent any delay in processing your application.
Please contact your local branch team if you have any other queries.

PLEASE RETURN COMPLETED FORM TO YOUR LOCAL BRANCH

HEAT MERCHANTS GROUP CREDIT APPLICATION

SECTION ONE ALL APPLICANTS

Application must be accompanied by letterhead, proof of address & idenitfication

Preferred Branch

Date of application

COMPANY DETAILS

Full Name/Trading Title

Full Postal Address

County:

Eircode:

Number of Years Trading

Credit Limit Requested

Have you been an Account Customer with Heat Merchants Group previously?

If **YES** give details:

Please provide two main suppliers for references:

Accounts & Billing Contact Details

Name

Position in the Company

Phone Number

Email

PLEASE FILL IN DETAILS CLEARLY

HEAT MERCHANTS GROUP CREDIT APPLICATION

SECTION ONE ALL APPLICANTS

DATA PROTECTION

By signing this form, you acknowledge that the personal data provided will be used by Heat Merchants Group to process sales and administer your account.

All personal data which Heat Merchants Group processes is protected under GDPR and the Data Protection Act 2018. This legislation upholds EU rules on data protection, protects the privacy rights of individuals and places specific requirements on organisations to safeguard individuals' personal data that they collect, use and store. We may disclose your information to our third-party service providers, agents, and subcontractors for the purpose of providing services to us or directly to you on our behalf. For further information on how we process your personal data in accordance with data protection law please see our Privacy Statement online at: www.heatmerchants.ie/privacystatement

CONTACT DETAILS

In making this application, I/We acknowledge and accept the Conditions of Business contained overleaf which govern all transactions. Please review terms & conditions at the end of this document or visit www.heatmerchants.ie/terms-conditions.

PRIMARY CONTACT 1

Name	
Position in the Company	
Phone Number	
Email	
Signature	

Heat Merchants Group would also like to send you occasional updates from time to time on special offers, training, events and new product launches. You can unsubscribe at any time.

If you **do not** wish to receive these updates please tick here: ☐

PRIMARY CONTACT 2

Name	
Position in the Company	
Phone Number	
Email	
Signature	

Heat Merchants Group would also like to send you occasional updates from time to time on special offers, training, events and new product launches. You can unsubscribe at any time.

If you **do not** wish to receive these updates please tick here: ☐

PURCHASING

If different from above

Name	
Position in the Company	
Phone Number	
Email	
Signature	

Heat Merchants Group would also like to send you occasional updates from time to time on special offers, training, events and new product launches. You can unsubscribe at any time.

If you **do not** wish to receive these updates please tick here: ☐

PLEASE FILL IN DETAILS CLEARLY

SECTION TWO

LIMITED and PUBLIC LIMITED COMPANIES only

Company Registration Number:

Incorporation Date:

Director Names:

Date of Birth:

Do you have a Parent or Holding Company? Please give details:

Holding Company Reg. No:

Company Name:

SECTION THREE

SOLE TRADER and PARTNERSHIPS only

Are you a Sole Trader or a Partnership? YES NO

Proprietor(s) full name(s) and address(es):
(If less than three years at current private address please provide previous address details)

Name:
Address:
Date of Birth:

Name:
Address:
Date of Birth:

Name:
Address:
Date of Birth:

Name:
Address:
Date of Birth:

PLEASE FILL IN DETAILS CLEARLY

SECTION FOUR

INTERNAL BRANCH use only

Branch Name: Branch Code:

Branch Manager's Comments:

Account Manager:

Credit limit 30 days available as standard. If any requirements outside of this please provide details.

Branch Manager's Signature:

Regional Manager's Signature:

Date:

CUSTOMER INTERESTS

BRANCH USE ONLY - Please tick what best describes the new customer account

Plumbing & Heating Services	☐	Tiling Only	☐
- Sole Trader	☐	Interior Designer	☐
- 2-5 employees	☐	Fit Out - General or Bathroom (Local/Regional)	☐
- 6+ employees	☐	Fit Out - Commercial (National)	☐
Mechanical Specialist	☐	Hospitality & Retail	☐
Building Contractor - Local/Regional	☐	Healthcare - HSE Hospitals & Nursing Homes	☐
Building Contractor/Promoter - National	☐	Education Including Training Boards	☐
Pods & Modular Specialists	☐	Local Authorities , Housing Depts & Councils	☐
Air Conditioning/Refrigeration	☐	Other Private/Public Sector Organisations	☐
Other Building Trades	☐	Partners & Alliances of HMG	☐
Engineering Consultant	☐	Registered Charity	☐
Architect/QS/Project Management	☐		
Property Management Services	☐		
Reseller/Wholesaler	☐		

PLEASE FILL IN DETAILS CLEARLY

SECTION FIVE

HEAD OFFICE use only

Account Number:

Limit Approved: €

Date:

Comments:

Authorised Signature:

CONDITIONS OF BUSINESS

1 DEFINITIONS

In these conditions:-

1.1 the "Buyer" shall mean the corporate entity firm, its agents or employees or person seeking to purchase the Goods from the Company:

1.2 the "Company" shall mean Washglade Limited Company, a company registered in Ireland under registration number 509407 and having its registered offices at Muirfield Drive, Naas Road, Dublin 12, trading as:
Heat Merchants;•Heat Merchants Group; or Tubs and Tiles. including its contractors, employees and agents;

1.3 the "Contract" shall mean any contract for Goods or Services made between the Company and the Buyer;

1.4 the "Goods" shall mean the products articles or things to be sold by the Company;

1.5 an "Insolvency Event" shall mean;

1.5.1 (where the Buyer is a company) the Buyer convenes a meeting of its creditors or a proposal is made for a voluntary arrangement within the meaning of Section 450 of the Companies Act 2014 or a proposal is made for a composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the Buyer is unable to pay its debts within the meaning of Section 570 of the Companies Acts 2014 or a trustee, receiver, examiner or a similar officer is appointed in respect of or an encumbrancer takes possession of, all or a part of the business or assets of the Buyer or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Buyer or for the making of an administration order;

1.5.2 (where the Buyer is an individual or partnership) the Buyer (or in the case of a partnership any of the partners) dies or is made bankrupt or is unable to pay his or her debts or commits an act of bankruptcy within the meaning of Section 7 of the Bankruptcy Act 1988 or a proposal is made for a composition scheme or an arrangement is made with (or an assignment for the benefit of) his or her creditors;

1.6 the "Operating Hours" shall mean the opening hours of the Company's branch locations as indicated on the Company's website, subject to public holidays.

1.7 the "Services" shall mean any services provided by the Company to the Buyer (whether or not the Buyer shall purchase Goods);

1.8 "you" shall mean the Buyer;

1.9 "YouTube API Client" shall refer to the Company where they have availed of YouTube API Developer services on the website;

1.10 references to a statute are to such statute as amended from time to time;

1.11 the headings to the clauses shall not affect the construction of these conditions;

1.12 the use of the plural shall include the singular and the use of the singular shall include the plural; and

1.13 References to the masculine, feminine or neuter genders shall include each and every gender.

2 THE CONTRACT

2.1 These are the terms and conditions on which we supply Goods and Services to you. Please read these terms and conditions carefully before you submit your order to us.

2.2 These conditions shall be incorporated into each and every Contract made between the Company and the Buyer and:

2.2.1 Shall apply to the exclusion of any terms or conditions put forward by or on behalf of the Buyer; and

2.2.2 Shall not create any agency or partnership between the Company and the Buyer or any third party.

2.3 No variation or waiver of or addition to these conditions, whether written or oral, shall have effect unless and until authorised in writing by a manager of the Company. No employee of the Company, except a manager, has authority to vary or add to or depart from these terms and conditions or make any representation about the goods or the Contracts made hereunder.

2.4 Quotations and estimates, whether written or oral, submitted by the Company shall be deemed to be an invitation to treat and not an offer. Quotations and estimates are valid for a period of 60 days, unless otherwise agreed.

2.5 Any order submitted by the Buyer to the Company in respect of a quotation or estimate must state the date, the reference of that quotation and address for delivery.

2.6 All orders that you place on the Company's website will be subject to acceptance in accordance with condition 2.7 of these terms and conditions.

2.7 Our acceptance of your online order will take place when we email you to accept it, our acceptance of all other orders will occur at the time you receive your item, at which point a Contract will come into existence between us. We will assign you an order number to your order and notify you of same when we accept your order. Please quote this order number in all contact with us. You will be contacted when your order is ready for delivery or collection, depending on what delivery service you have chosen.

2.8 Our website is solely for the promotion of our products and is an invitation and not an offer to sell those products to you.

2.9 Some features of the website use YouTube use YouTube API Services, by accessing this website, website users are agreeing to be bound by YouTube Terms of Service, https://www.youtube.com/t/terms.

3 GOODS

3.1 The images of Goods on our website or Goods displayed on the Company's branch locations are for illustrative purposes only. Although we have made every effort to display the item accurately, we cannot guarantee that the images used on our website or Goods displayed on the Company's branch locations accurately reflect the actual Goods themselves. The Goods may vary slightly from these images and displays.

3.2 The packaging of the Goods may vary from that shown in the images on our website or Goods displayed on the Company's branch locations.

4 TIME LIMITS

4.1 Any time or date quoted by the Company for delivery or collection of all or any of the Goods or performance of any Services is an estimate only, such estimates only apply to items in stock, and the Company shall not be liable for any failure to meet any such estimate nor for any loss, whether financial or otherwise resulting directly or indirectly therefrom. Time is not and shall not be of the essence in relation to this Contract or the performance by the Company of its obligations under the Contract.

5 COLLECTION AND DELIVERY

5.1 You must collect the Goods from the Company's nominated branch locations during the Operating Hours, within 7 days of the collection date, as notified via email to you in accordance with condition 2.7, unless otherwise agreed. Section 32(1) and 32(2) of the Sale of Goods Act, 1893 will not apply. The Company is not responsible for loading the Goods.

5.2 Subject to condition 5.1, we will hold your uncollected Goods for 72 hours. After this date we cannot guarantee that the stock on your order will be available at your chosen location.

5.3 Orders require a signature to acknowledge from you on delivery or collection. The signature of the person accepting the Goods will be proof that delivery or collection of the Goods has been received by you or the person, to whom the order is addressed.

5.4 Where it is agreed that the Company shall deliver or procure delivery of the Goods, when ready, it shall do so at the risk and cost to the Buyer as agreed with the Buyer to such address in Ireland as the Buyer may specify or, if no such address is specified to any address of the Buyer to which correspondence and/or Goods may previously have been sent under the Contract. Goods will be delivered to the curb side of the nominated address. The manner of delivery shall be such as the Company in its sole discretion shall deem appropriate. Delivery of Goods is made between Monday to Friday during normal working hours.

5.5 It is the Buyer's responsibility to ensure the delivery address is ready and able to accept delivery of the Goods, in particular that there is space for any delivery vehicle to make the delivery.

5.6 If the Company is unable to effect delivery on arrival at the Buyer's premises for any reason whatsoever, an additional charge for any return or subsequent visit may be made at the Company's sole discretion.

5.7 If the delivery of the Goods is delayed by an event outside the Company's reasonable control then the Company will contact the Buyer as soon as possible to inform the Buyer and the Company will take reasonable steps to minimise the effect of the delay. The Company will not be liable for delays or liquidated damages, including without limitation delay or failure caused by adverse weather, strikes, traffic or transport problems.

6 LOSS OR DAMAGE IN TRANSIT

6.1 The Buyer is under a duty wherever possible to examine the Goods on delivery or on collection (as the case may be).

6.2 Where the Goods cannot be examined the carrier's note or such other note (as the case maybe) shall be marked by the Buyer at the time of delivery "not examined".

6.3 To the extent permitted by law, the Company shall be under no liability whatsoever for any defects or shortages as aforesaid unless notified in writing of the details within 48 hours following despatch or collection of the Goods.

6.4 In all cases where defects or shortages are complained of, the Company shall be under no liability to the Buyer in respect thereof unless a reasonable opportunity to inspect the Goods is provided to the Company by giving at least 48 hours' notice in writing before any use is made thereof or any alteration or modification is made thereto by the Buyer.

6.5 The Company shall make good any defects or shortages caused by the Company's direct negligence or breach of contract in accordance with the terms of this condition Contract but otherwise shall be under no liability whatsoever, whensoever or howsoever arising, whether by way of negligence or otherwise, for such defects or shortages.

7 CANCELLATION BY THE BUYER

7.1 No cancellation of the whole or any part of any order, whether it is an order by instalment or otherwise, by the Buyer is permitted except where agreed in writing in advance by a manager of the Company, or contacting customerservices@heatmerchants.ie.

7.2 The Company will not offer or accept any cancellation or refund in respect of Goods made to your specification or design.

7.3 If the Buyer is a consumer, as defined in the S.I. No. 484/2013 - European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013, then for Goods purchased online you may have a legal right to change your mind within 14 calendar days and receive a refund.

7.4 At the Buyer's cost, Goods, once delivered, may not be returned unless authorisation has been given as specified in condition 7.1 and provided that the following conditions are satisfied:-

7.5 Where Goods are returned by agreement:-

7.5.1 A restocking charge may be charged at the Company's discretion;

7.5.2 in every case the invoice number and date together with reason for return must be stated; and

7.5.3 Goods must be returned to the Company's nominated branch location during Operating Hours.

8 PRICE

8.1 Any price quoted by the Company is a provisional price only and is based upon current price ruling as at the date appearing on the quotation, but the actual price to be charged to the Buyer under the Contract shall be based upon such ruling price (less any discount allowed by the Company) current as at the date of invoice and shall include the cost to the Company of any carriage, insurance and/or shortage effected by it in connection with the Buyer's order. In accordance with these terms and conditions, the Company shall be entitled at any time up to the date of the invoice to vary the price quoted to the Buyer.

8.2 For our business customers, unless otherwise expressly stated in writing, all prices are exclusive of, and therefore subject to the addition of VAT and any other applicable taxes and levies. This shall not apply to consumers and for consumers all prices shall be shown inclusive of VAT.

9 DATE FOR PAYMENT

9.1 For online orders, we may take payment from your card when we process your order made on the Company's website.

9.2 Subject to Condition 18, the Buyer shall make payment for all other Contracts in full within thirty days from the end of the month in which the invoice is dated, or as otherwise agreed with the Company as per the terms of Condition 18.

9.3 Interest at the yearly rate as set out in the Courts Act, 1981 may be charged from day to day on all monies outstanding under the Contract at the Company's discretion, on any overdue payments. Such interest will be payable on demand and may be charged and added to the balance of overdue payments, and thereby compounded, from time to time as the Company may determine.

9.4 Any delay or default by the Buyer in making payment in accordance with condition 9.2 shall render all sums owing to the Company on any account whatsoever including the costs of recovery of such sums, due and payable forthwith without requirement for any notice to be given to the Buyer, and interest will be charged in accordance with condition 9.2 with immediate effect until the date of actual payment.

9.5 The Buyer shall not be entitled to withhold payment of any amount payable to the Company by reason of any dispute or claim by the Buyer (whether or not the Goods or Services are to be provided by instalments and in such case each instalment is deemed to constitute a separate and distinct Contract). In the case of any short delivery or delivery of damaged Goods to the Buyer, the Buyer shall remain liable to pay the full invoiced price of all other Goods delivered.

10 DISPUTES AND SET-OFF

10.1 Any liability of the Company under the Contract shall be subject to and conditional upon the due performance and observance by the Buyer of all its obligations under these conditions, and subject to these conditions, the Buyer shall not be entitled to withhold or delay payment or exercise any right of set off whatsoever and howsoever arising or arisen which might otherwise be available to it.

11 RISK OF LOSS OR DAMAGE

11.1 Risk of loss or damage in the Goods shall pass to the Buyer when the Goods are dispatched by the Company or collected by the Buyer or its agent. Each of these events will constitute delivery to the Buyer.

11.2 Until the Company is paid in full for the Goods, the Buyer will:

11.2.1 indemnify and keep indemnified the Company against all loss of and damage to the Goods and against any reduction in the resale value thereof below the price to be paid therefor by the Buyer;

11.2.2 Insure and keep insured the Goods in an amount at least equal to the price to be paid therefore by the Buyer; and

11.2.3 hold upon trust for the Company absolutely all proceeds of such insurance.

12 TITLE

12.1 Notwithstanding the passing of risk under condition 11, unless and until payment in full shall have been made to the Company of all sums due to it under the Contract and/or under any other contract between the Buyer and the Company on any account whatsoever, property in and beneficial title to the Goods shall remain in the Company.

12.2 The Buyer will hold the Goods as bailee for the Company and shall store the Goods separately from all other goods and products and in such a way that they can be readily identified as being the property of the Company.

12.3 Subject to conditions 12.4 and 12.5 the Buyer shall be free to sell the Goods in the ordinary course of its business on the basis that the proceeds of sale shall be transferable to the Company and pending such transfer shall be held in trust for the Company, and the Buyer shall account therefore to the Company on demand for all monies outstanding under conditions 8 and 9.

12.4 The Company may at any time revoke the Buyer's power of sale referred to in condition 12.3 by written notice to the Buyer if the Buyer shall for seven days or more be in default in the payment of any sum whatsoever due to the Company (whether in respect of the Goods or any other goods supplied by the Company or Services rendered, whether or not under the Contract by the Company or for any other reason whatsoever), or immediately if any cheque or other negotiable instrument drawn or accepted by the Buyer in favour of the Company shall on presentation for payment be dishonoured or in seven days if the Company in good faith shall have doubts as to the solvency of the Buyer.

12.5 The Buyer's power of sale referred to in condition 12.3 shall automatically cease if an Insolvency Event occurs.

12.6 Upon determination of the Buyer's power of sale under conditions 12.4 or 12.5, the Buyer shall place the Goods at the disposal of the Company and the Company shall be entitled to enter upon any premises of the Buyer (and the Buyer hereby grants a licence to the Company to enter) for the purpose of removing the Goods from the premises (including severance from realty where necessary).

12.7 The Company shall at any time be entitled to apply any payment by the Buyer in respect of any Goods in settlement of such invoices or accounts in respect of such Goods as the Company may in its absolute discretion think fit notwithstanding any purported application to the contrary by the Buyer.

13 TERMINATION AND SUSPENSION

13.1 Without prejudice to any rights and remedies available to it, whether under the Contract or otherwise, the Company shall be entitled in its absolute discretion and upon giving to the Buyer written notice of its intention to do so, either to terminate wholly or in part the Contract and/or any other contract with the Buyer or to withhold, vary or suspend performance of all or any of its obligations under the Contract or any other Contract in any one or more of the following events:-

13.1.1 If any sum owing to the Company from the Buyer on any account whatsoever shall be unpaid after the due date for payment, in accordance with condition 9.2.

13.1.2 If the Buyer shall refuse to take delivery or collect any of the Goods in accordance with the terms of the Contract.

13.1.3 If an Insolvency Event occurs.

13.1.4 If the Buyer shall commit any breach of any Contract with the Company.

13.1.5 If the Company in good faith shall have doubts as to the solvency of the Buyer.

13.2 Where it is necessary to make alternative arrangements to deal with supply shortages the Buyer's obligation to purchase Goods hereunder shall remain binding to the extent that the Company meets the Buyer's order.

13.3 If the Buyer shall exceed the credit limit agreed between it and the Company from time to time on any account. The Company shall be entitled to require as a condition of resuming performance, under the Contract in such circumstances, the payment of such proportion of the sums or sum outstanding on any such account by the Buyer or such further sums as the Company sees fit in its absolute discretion to bring the Buyer back within its agreed credit limit.

13.4 If the Buyer refuses to permit or hinders performance of Services. The Company shall be entitled to exercise its rights of termination or suspension hereunder at any time during which the event giving rise thereto shall not have ceased or been remedied, and in the circumstances of any such suspension, the Company shall be entitled to require as a condition of resuming performance under the Contract, pre-payment of or such security and it May stipulate for the payment of any sum or sums due or to become due to it. Upon any such event happening the Company shall also have a general lien over all monies and property of the Buyer in its possession for any sums due to the Company.

14 WARRANTY AND LIABILITY

14.1 The liability of the Company is subject to compliance by the Buyer with all the terms contained in this condition 14.

14.2 The Company shall make good by reimbursement of the whole or part of the price (and, where relevant, as a deduction from any part of the price remaining unpaid) or at its option by repair or by replacement any defect developing under normal use in the Goods and due solely to faulty design (except where the design is supplied by or on behalf of the Buyer), faulty materials or faulty workmanship provided that:-

14.2.1 The Buyer shall be responsible for ensuring that Goods are fit for the purpose for which it wishes to use them and the Company gives no warranty (and none shall be implied) that the Goods are in for any particular purpose; and

14.2.2 The defect in question shall have appeared within 12 months (or such longer time period (if any) as maybe provided for in any guarantee given by or on behalf of the manufacturer of the Goods) after the Buyer shall have taken possession of the Goods or performance of Services completed and shall have been thereupon promptly notified in writing to the Company; and

14.2.3 Any Goods alleged to be defective shall be stored in a safe place by the Buyer until such time as the Company authorises their disposal in writing; and

14.2.4 Any Goods alleged to be defective may be subject to third party inspection and shall, if so required by the Company, be promptly returned at the Buyer's risk and expense to the Company's premises, or remain in situ, depending on the appropriate course of action, for inspection, and the Company shall as is responsible, determine them to be detective solely by reason of faulty design materials or workmanship;

14.2.5 The Buyer must contact the Company in the first instance before any Goods are presented for return in order to allow the Company make reasonable arrangements for inspection.

14.2.6 No attempt shall have been made by the Buyer or by any third party to remedy any defect before, if so required by the Company, the Goods in question shall have been returned to the Company for inspection;

14.2.7 The Goods in question shall have been serviced and maintained properly and in accordance with the Company's recommendations and shall not have been altered and / or fitted with any parts, components or accessories other than those manufactured or recommended by the Company; and

14.2.8 •The Buyer has mitigated its losses and damages.

14.3 Apart from such reimbursement repair or replacement the Company, its contractors, employees and agents shall be under no liability to the Buyer or to any third party for any injury, loss or damage of any kind whatsoever, howsoever and wheresoever arising or arisen, and whether direct or indirect, including without limitation any injury, loss or damage arising out of or incidental to:-

14.3.1 Any negligence of the Company or of any of its contractors, employees or agents (except insofar as such negligence may result in death or personal injury); or

14.3.2 The Company's performance of or failure to perform or breach of any of its obligations, whether express or implied under the Contract or otherwise; or

14.3.3 Any delay by the Company in delivery or collection of all or any of the Goods or performance of any Services;

14.3.4 The supply, installation, repair or maintenance of any of the Goods; or

14.3.5 Any defect in any of the Goods; or

14.3.6 Any advice given or representation made by the Company or on its behalf;

14.3.7 Any performance of any Services.

14.4 Save as set out in Condition 14.1 the liability of the Company arising from all and any claims relating to any single Contract shall be limited to a maximum of the sum received by the Company from the Buyer under the Contract or such amount (less the costs of recovery incurred by the Company) as the Company receives from the manufacturer of the Goods giving rise to the claim from the Buyer, whichever the lower.

14.5 The Company shall not be liable for any claim relating to any breach of warranty express or implied, brought after the expiry of the period of twelve months from the date on which the Contract was made (or, in the case of Goods, after the expiry of such longer period (if any) as may be provided for by or on behalf of the manufacturer of those Goods).

14.6 The Company shall in no circumstances be liable to the Buyer for any economic loss, loss of profit, loss of business, consequential loss, indirect or like loss.

14.7 The terms of this Contract replace and exclude all conditions, warranties, representations, statements, liabilities and the terms whatsoever implied by common law, statute, course of dealing, trade practice or otherwise, all of which shall accordingly be excluded to the extent allowed by law, and the Company shall in relation to the Goods and Services have no obligation to the Buyer, either arising by statute or in tort or in Contract and whether arising out of any negligence of the Company or any of its employees or agents (and whether under the Contract or under any other contract), other than the express obligations contained in these conditions or if any other document expressly incorporated in writing into the Contract. Accordingly, it shall be for the Buyer to insure against any liability arising from the performance of the Services and from its use of the Goods.

14.8 The Company shall use its reasonable endeavours to transfer to the Buyer the benefit of any guarantee in respect of the Goods available from the manufacturer provided that the Company may in its discretion, elect to do so only at the cost of the Buyer.

14.9 Notwithstanding anything to the contrary herein contained the Company's liability to the Buyer for:-

14.9.1 Damage suffered by the Buyer as a result of a breach by the Company of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods and Supply of Services Act 1980 and

14.9.2 Damage for which the Company is liable to the Buyer under Section 2 of the Liability for Defective Products Act 1991;

shall not be limited save that nothing in this condition 14 shall confer a right or remedy upon the Buyer to which the Buyer would not otherwise be entitled.

14.10 Notwithstanding any provision set out in these terms and conditions or section 12 of the Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980 (the 1980 Act), where the Buyer is not considered a consumer, all conditions or warranties (express or implied, statutory or otherwise are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including for the avoidance of doubt, section 39 of the 1980 Act).

14.11 The provisions of this condition 14 shall survive any termination of the Contract.

14.12 The exclusions from and limitations of liability set out in this condition 14 shall be considered severable. The validity, illegality or unenforceability of any one clause, sub-clause, paragraph or sub-paragraph of this condition 14 shall not affect the validity or enforceability of any other part of this condition 14.

15 INDEMNITY

15.1 If any process is to be applied to the Goods or the Services by the Company in accordance with a specification or direction (as the case maybe) submitted by the Buyer, the buyer shall indemnify and hold harmless the Company from and against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed is be paid by the Company in settlement of any claim for infringement or alleged infringement of any intellectual property rights of any other person which results from the Company's use of the Buyer's specification or from the Company complying with the Buyer's direction as the case may be.

15.2 Where the Buyer uses the Goods or the Services:-

15.2.1 in the manufacture, supply or distribution of any other goods;

15.2.2 in the provision of a service;

then the Buyer shall indemnify and hold harmless the Company from and against all loss, damages, costs and expenses awarded against or incurred by the Company in respect of such use by the Buyer arising out of the manufacture, supply or distribution of those other goods or the provision of that service.

15.3 The Buyer shall indemnify and hold harmless the Company from and against all loss, damages, costs and expenses awarded against or incurred by the Company in respect of:-

15.3.1 Any liability which the Company may incur as a result of a claim against the Company by a third party under Section 2 of the Liability for Defective Products Act 1991;

15.3.2 Any warranty howsoever given by the Buyer to a third party;

15.3.3 Any loss caused by the Goods during transit.

16 FORCE MAJEURE

16.1 The Company shall have no liability whatsoever to the Buyer or any third parties for any failure to perform, or for any delay in the performance of any of its obligations under the Contract arising wholly or in part by reason of any factor beyond the Company or the Company's suppliers direct control, including without limitation, government restrictions, pandemics, supply shortages, weather, strikes, traffic or transport problems.

17 NOTICES

17.1 Any notice required to be given in writing under the Contract shall be given either by email, facsimile transmission or by first class registered post addressed to the registered office of the party for which it is intended.

18 CREDIT FACILITY

18.1 The Company may, in its sole discretion and following application by the Buyer, grant the Buyer a credit facility in respect of payment for Goods and/or Services purchased from such company (the company granting the facility being a "Facilitator" for purposes of this Condition 18).

18.2 The credit facility may comprise an extended payment date, a credit limit or both on such terms as the Facilitator may determine is necessary ("Credit Facility").

18.3 The payment date referred to in condition 9.2 will be deemed amended by any extended payment date agreed under a Credit Facility.

18.4 Where the Buyer has a Credit Facility, payments made by the Buyer to the Credit Facility will, without prejudice to condition, be applied in settlement of invoices according to their issue date, from the longest outstanding to the most recent issued.

18.5 Where the Buyer reaches the available credit limit, no further Goods and/or Services may be purchased and charged to the Credit Facility unless and until the Facilitator agrees otherwise.

18.6 If the Buyer defaults in payment in accordance with the terms of such Credit Facility, the Company will be entitled to enforce payment for the Goods and/or Services in accordance with these Conditions of Business as if the thirty day period referred to in condition 8.1 had expired on the date of such default.

19 COMPANY WEBSITE TERMS OF USE

19.1 The Company's websites (www.heatmerchants.ie and www.tubstiles.ie each a website and together the "websites") are operated by the Company. By accessing and using the websites you are indicating your acceptance of these terms and you agree to comply with them. If you do not agree to these terms you may not use the Company's websites.

19.2 The supply of any goods, products or services through our websites are subject to the Company's applicable Terms and Conditions of Sale and any other relevant terms and conditions.

19.3 The Company will use any personal information collected through the websites in accordance with our Privacy Policy.

19.4 The Company reserves the right to change these Terms and Conditions from time to time without prior notice by changing them on the websites.

19.5 The Company does not guarantee that the website will operate continuously or without interruptions or be error free. You are responsible for ensuring your computer device meets the requisite technical specifications necessary to access the websites. The Company does not guarantee that any content on the websites is free from infection, viruses and/or other code that has contaminating or destructive properties.

19.6 You must not use the Company's websites or the information available from the Company's websites for or in connection with any unlawful, immoral or anti-social purposes, or in any way which might interfere with the Company's systems, other users or harasses, menaces or harms anyone. You must not use the websites to make any speculative, false or fraudulent orders.

19.7 All intellectual property, images, illustrations, graphics, videos, sounds text, photographs, tools, formats, styles or presentation, software and similar materials are owned exclusively by or licensed to the Company or one of our Affiliates. You shall have no rights in respect of the intellectual property owned by the Company.

19.8 The Company is under no obligation to ensure information displayed on the websites is up to date and makes no promise or gives no assurance that information is accurate, complete or up to date. To the extent permitted by law, the Company does not accept any liability or responsibility for any loss, damage or injury arising as a consequence of any reliance placed upon the information on the websites.

20 THIRD PARTY WEBSITES

20.1 The Company is not responsible for the availability of any 3rd party websites, apps or material accessed on them through the Company's website, The Company does not control the content of these linked websites and apps and does not endorse and shall not be held responsible for any content, advertising, products, services, information or policies of 3rd party websites or apps. The Company does not accept any liability or responsibility for any 3rd party websites or apps or any loss or damage that may arise from your use of them.

21 GENERAL

21.1 The Company may transfer its rights and obligations under these terms and conditions to another organisation. The Buyer may only transfer their rights and obligations under the terms and conditions with the Company's prior consent.

21.2 Each of the terms and conditions contained herein operate separately. If any part of these terms and conditions are found to be invalid or unenforceable such provision shall be removed from these terms and conditions and the remaining provisions shall remain intact and be interpreted as if such unenforceable, illegal or invalid provisions had never been contained herein.

21.3 No delay or waiver of these terms and conditions shall constitute a waiver of any of the Company's rights contained herein.

21.4 We may amend these terms from time to time at our discretion without notice to you. Any amends will be posted on the Company's website and will supersede any terms and conditions previously published by us.

21.5 You may not assign or subcontract any of your rights or obligations under these terms to any person without our prior written consent.

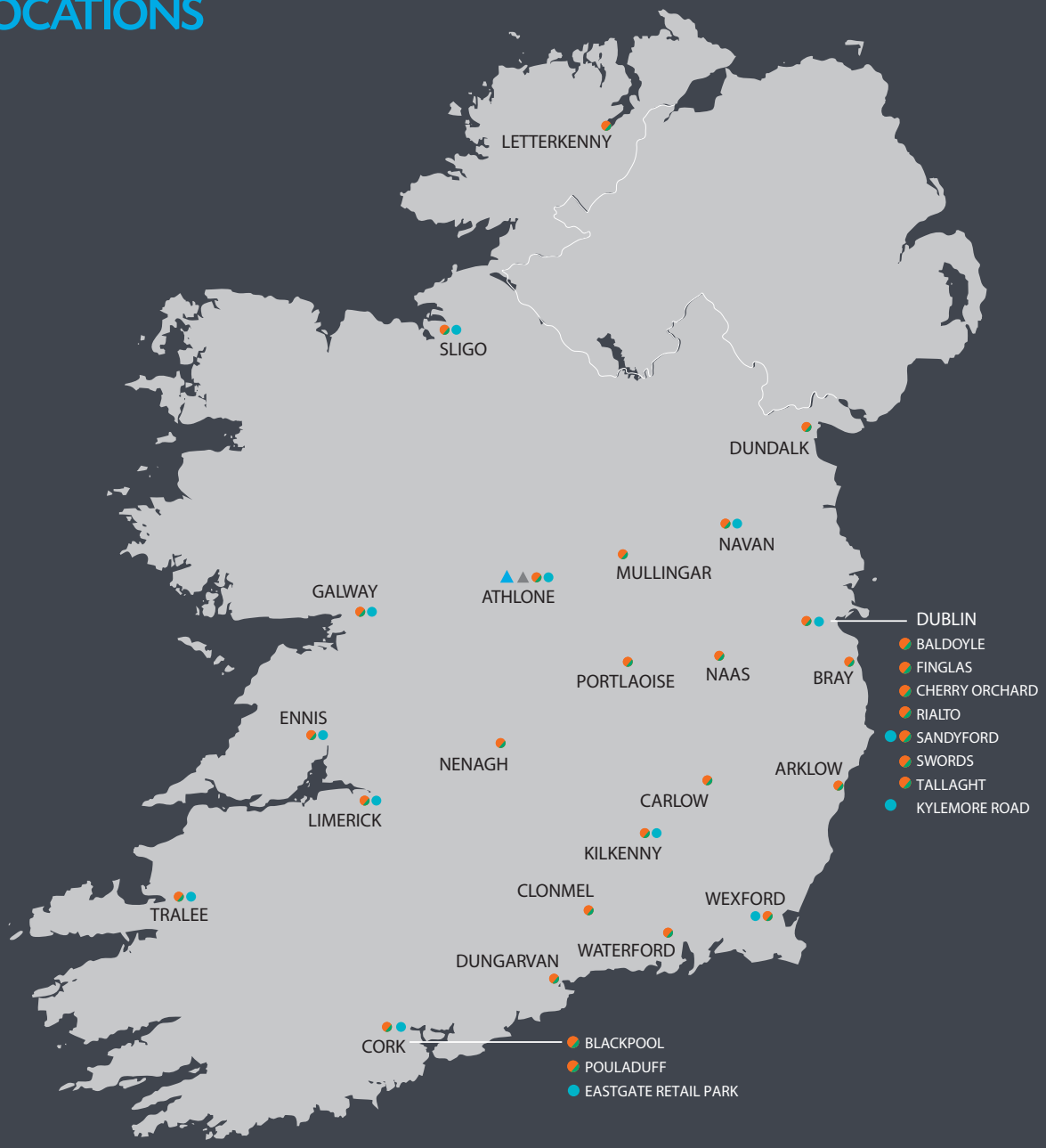
22 GOVERNING LAW

22.1 This Contract shall be governed by and construed in accordance with the laws of Ireland.

www.heatmerchants.ie
www.tubstiles.ie

Heat Merchants Group

OUR LOCATIONS



a **WOLSELEY** company

Heat Merchants

Bathroom Merchants

tubs&tiles

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