

Conditions of Quotation and Supply for Ventilation Systems Products

We strongly advise that all Customers read the following Conditions in relation to a quotation for or supply of Ventilation Systems products which are additional to the Terms and Conditions of Sale of Titon Hardware Limited which shall be deemed to be incorporated herein.

1. DEFINITIONS

“The Company” means TITON Hardware Limited. “The Customer” means the person, firm, company, organisation, corporation or public authority whose order referred to in a quotation or document issued by the Company is accepted by the Company. “The Goods” means the Company’s products ordered by the Customer and agreed to be sold by the Company.

2. QUOTATIONS AND LIABILITY

- 2.1 All requests for a quotation and design must be accompanied by a completed *Ventilation Systems Quote Request Form* (available from the Company on request).
- 2.2 A quotation is valid for a period of 30 days only from its date, after which the Company reserves the right to review, amend or withdraw the quotation.
- 2.3 Quotations normally take the form of a bill of materials; no designs drawings will be issued prior to the receipt of an order being placed by the Customer.
- 2.4 Quotations are set out to show the approximate components required per dwelling for illustrative purposes only, however components are delivered in bulk without reference to individual dwellings.
- 2.5 Quotations are based on the information supplied by the Customer to the Company and may not account for any later changes to building design or unforeseeable conditions on-site. The Company strongly advises the Customer to check component requirements by site investigation prior to order as the Company will not accept any liability for the supply of components later found to be unsuitable or surplus to requirements.
- 2.6 Component choices and ducting system design are provided in accordance with the relevant ventilation requirements of the applicable Building Regulations or Technical Standards. Additional ventilation measures will be required to achieve full compliance which shall be the sole responsibility of the Customer.
- 2.7 The Company will not accept any liability for shortfall in the installed performance of Ventilation Systems products as indicated on quotations and drawings unless duct components are purchased from the Company and installed in accordance with the drawings provided and relevant Building Regulations, Associated Guidance and Technical Standards.
- 2.8 The Company will not accept any liability for fire protection compliance and strongly advises Customers to seek guidance from an appropriate competent specialist or the responsible Building Control body regarding any additional measures that may be required. The Company will not accept any liability for gas spillage as a result of products being installed in the vicinity of gas appliances.
- 2.9 Mechanical Extract, with or without Heat Recovery, normally requires provision for boost switching via the installation of a suitably located remote switch to comply with Building Regulations or Technical Standards. Wiring requirements vary and must always be checked by the Customer prior to connection to ensure they are appropriate to the product requirements. All wiring diagrams are supplied within product packaging or are available on request from the Company.
- 2.10 The Customer must ensure that all ductwork is installed in accordance with Building Regulations and associated guidance, Technical Standards and the recommendations of the Energy Saving Trust Good Practice Guide 268. Ductwork outside heated space must be adequately insulated to prevent the build up of excessive condensation in the system. Also, Supply and Exhaust ducts to atmosphere must be insulated and wrapped with a vapour barrier (supplied by others) where passing through heated spaces to prevent condensation build up to the outside of the duct.
- 2.11 The Customer must ensure that Heat Recovery units have condensate drains fitted in accordance with the installation instructions and adequately insulated to prevent freezing where outside heated space.
- 2.12 Ductwork is calculated pro rata to the cut length required in any one dwelling, the remainder being used in the following dwellings. Ductwork can only be sold by the Company to the Customer in modular lengths as set out in the Company’s price list.

3. ORDERS AND WARRANTY

- 3.1 All orders will be subject at all times to the Company’s Terms and Conditions of Sale (see www.titon.co.uk/terms).
- 3.2 All credit accounts are strictly net 30 days from the end of the month in which the purchase is made by the Customer unless otherwise expressly stated by the Company. All prices are subject to VAT.
- 3.3 Consignments, as part of an order or otherwise, below £300 Nett will be subject to a carriage charge.
- 3.4 The Company’s standard delivery terms do not take into consideration any Customer delivery address access restrictions or special transport requirements which must be disclosed and agreed in writing by the Company prior to order placement. In the event of the Customer’s refusal of a delivery the Customer shall be charged by the Company for all additional transport and storage costs incurred.

BM426 Iss03 - December 2010

MARKETING DIVISION

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Titon Hardware Limited is a wholly-owned subsidiary of Titon Holdings Plc. Registered in England and Wales (registered no. 1071731) VAT GB 676686470
Trading Address and Registered Office: International House, Peartree Road, Stanway, Colchester, Essex CO3 0JL, United Kingdom



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- 3.5 Next day delivery of stock items is usually available for orders received before 10:30 am excluding weekends and bank holidays and subject to despatch work loads. If the Customer requires this facility the Company recommends consultation with the Sales Department prior to order placement. Orders received after 10.30am will not be despatched until the following working day at the earliest. Deliveries may arrive anytime between 7.30am & 6.30pm unless agreed otherwise in writing with the Company prior to order.
- 3.6 Goods sold by the Company are warranted free from defects in material and workmanship for a period of 12 months from the date of delivery unless otherwise stated in the Company's specific sales literature for the Goods.
- 3.7 The Company shall not be liable for a breach of the warranty in 3.6 above unless the Customer gives written notice of the defect to the Company and, if the defect is as a result of damage in transit by the carrier, within 3 days of the date when the Goods would in the ordinary course of events have been received. The Company may at its discretion request from the Customer the proof of purchase and a full description of the defect which the Customer must provide.
- 3.8 The Company shall not be liable for a breach of the warranty in 3.6 above, if any Goods:-
 - (i) have been used by the Customer after giving notice in accordance with 3.7 above;
 - (ii) have been tampered with in any way outside the Company's premises; or
 - (iii) have been stored in unsuitable conditions; or
 - (iv) have been subject to misuse, incorrect installation, negligence or accident; or
 - (v) have not been maintained in accordance with the instructions provided at the point of sale.
- 3.9 Subject to 3.7 and 3.8 above, if any of the Goods do not conform with the warranty in 3.6 above, the Company may, at its option, repair or replace such Goods (or defective part) with the same or a suitable similar product or refund the price of such Goods at the pro rata rate paid by the Customer.
- 3.10 To avoid doubt, the Company gives no warranty as to the fitness for purpose of Goods supplied and the Customer must determine the suitability of the Goods.
- 3.11 Any variations to the terms set out above are subject to written confirmation by the Company.

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