

HOVAL LIMITED CONDITIONS OF SALE

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Buyer: the person, firm or company who purchases the Goods from the Company.

Company: Hoval Limited.

Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

Delivery Point: the place where delivery of the Goods is to take place under condition 4.

Goods: any goods and/or services agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

Notwithstanding the generality of the foregoing, where the context so admits:

- The expression "Goods" shall be limited to goods alone
- The expression "Goods" shall be limited to services alone
- The expression "Goods" shall mean goods and services

1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an officer of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

Any particulars of capacity, consumption or dimensions given either in the Company's catalogues or in correspondence should always be taken as approximate only and not in any way as a promise, representation, guarantee, warranty or otherwise.

The Company is entitled to make any changes in the Goods which do not adversely affect the specification of the Goods, dates of delivery of the Goods or prices of the Goods.

Photographs and other illustrations or advertisement matter supplied represent generally the Goods specified but are not to be taken as representing the Goods and do not form part of the Contract. Subject as stated above, the Company reserves the right to change equipment design without prior notice.

The copyright in all drawings and technical specifications sent to you belongs to the Company. All drawings and technical specifications must be treated as strictly private and confidential. The preparation of special drawings will be charged as an extra.

2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

3.1 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or within information appearing on the Company's website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. DELIVERY COMMISSIONING AND SITE HANDLING

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business on an ex works basis.

4.2 The Buyer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.

4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. The Buyer is obliged to give the Company all necessary information and drawings to enable the Company to put the necessary work in hand. Delay in dealing with this will affect the Company's time frame for delivery.

4.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without

- 6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - (b) any such sale shall be a sale of the Company's property on the Company's own behalf and the Buyer shall deal as agent when making such a sale.
- limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - (b) the Goods shall be deemed to have been delivered; and
 - (c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.6 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for offloading the Goods.
- 4.7 Unless otherwise agreed the offloading from the Company's own or hired transport and also subsequent positioning and installation of Goods supplied is the sole responsibility of the Buyer. If for the convenience of the Buyer the Company provides a transport vehicle with offloading facilities this will in no way absolve the Buyer from such responsibility and consequential liability for the offloading process. The Company also reserves the right to offload in a position deemed by the Company to be the most suitable having regard to site conditions.
- 4.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 4.10 In cases where the Company contracts to commission the Goods, the price given is based on the assumption that all services (typically the heating system with adequate load, water, appropriate and adequate fuel supplies, instrumentation, foundations, bed plates and other requirements of the Goods etc) will be available and ready so that the Company's engineer can proceed immediately upon arrival at the site. All such services are to be provided free of charge by the Buyer and any interruption of the commissioning work due to circumstances beyond the Company's control will be charged to the Buyer as an extra. All commissioning work will take place during normal working hours unless otherwise agreed.
- 4.11 **Engineer Non-Attendance Due to Unforeseen Circumstances**
- While every reasonable effort will be made to attend appointments at the agreed date and time, the Company shall not be liable for any delay, cancellation, or non-attendance of an engineer where such delay, cancellation, or non-attendance is caused by circumstances beyond the Company's reasonable control. Such circumstances may include, but are not limited to, adverse weather conditions, road traffic accidents, vehicle breakdowns, illness, emergencies, industrial action, utility outages, acts of God, or other unforeseen events.
- If an engineer is unable to attend as scheduled, the Company will endeavour to notify the Customer as soon as reasonably practicable and will arrange an alternative appointment at the earliest mutually convenient opportunity.
- The Company shall not be responsible for any indirect or consequential loss, loss of profits, loss of business, or additional costs incurred by the Customer because of the engineer's non-attendance due to unforeseen circumstances.
- Where payment has been made in advance for a specific appointment that cannot be fulfilled due to such circumstances, the Customer shall be offered either a rescheduled appointment or a refund of any fees paid for the unattended visit, at the Company's discretion and subject to applicable consumer rights.
- Nothing in this clause shall affect the Customer's statutory rights under applicable UK law.
5. **NON-DELIVERY**
- 5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
6. **RISK/TITLE**
- 6.1 The Goods are at the risk of the Buyer from the time of delivery. It should be noted that delivery of the Goods takes place at the Company's place of business on an ex works basis. Goods are therefore at the risk of the Buyer immediately they are collected from the Company's premises regardless of whether or not the Company or the Buyer arranges haulage.
- 6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Goods; and
 - (b) all other sums which are or which become due to the Company from the Buyer on any account.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- (a) hold the Goods on a fiduciary basis as the Company's bailee;
 - (b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - (b) any such sale shall be a sale of the Company's property on the Company's own behalf and the Buyer shall deal as agent when making such a sale.

- 6.5 The Buyer's right to possession of the Goods shall terminate immediately if:
- (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - (c) the Buyer encumbers or in any way charges any of the Goods.
- 6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 6.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.
- 6.10 All persons who sign acceptance of Goods deliveries to the Buyer's site are deemed to represent the Buyer and have authority to bind the Buyer. The Buyer shall be responsible for the safety of all Goods in all respects, also their storage in weatherproof and damp-free conditions.
- 6.11 Where the Company undertakes installation works, erection and/or commissioning of the Goods the Buyer is responsible for the safety of the site at which the installation works, erection and/or commissioning of the Goods is to take place and to ensure that the Company is able to operate a safe system of work. The Buyer undertakes with the Company to ensure that it has in place the appropriate insurance policies relating to public liability and employer's liability. The obligation in relation to employer's liability extends only to labour supplied by the Buyer for the purposes of the installation works, erection and/or commissioning works. The Buyer agrees and undertakes with the Company that it will indemnify and keep indemnified the Company against all costs, claims, demands, liabilities or otherwise (whether arising directly or indirectly) from any act or omission of the Buyer.
7. PRICE
- 7.1 **Unless otherwise stated the quoted price is valid for 30 days from the quotation date**
- 7.2 The price for the Goods shall be the price set out in the Company's acceptance of order.
- 7.3 Where no price is stated or referred to the price of the Goods shall be invoiced at the Company's prices and rates current at the time of the ex works delivery (in the case of goods) and at completion of the work in the case of services.
- 7.4 The price referred to in 7.1 above is based upon material, labour, transport and other costs ruling at the date of fixing the price. The Company has the right to increase such price to cover any increases in such costs occurring up to the time of the ex works delivery (in the case of goods) and the completion of the work (in the case of services).
- 7.5 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods unless otherwise stated in the acknowledgment of order.
8. PAYMENT
- 8.1 Subject to condition 8.6, payment of the price for the Goods is due in pounds sterling within 30 days of the date of the invoice.
- 8.2 The Company reserves the right to invoice the Buyer separately for goods to be delivered or services to be performed under a Contract if the Buyer prevents, hinders or delays delivery being made by the Company. The Company has the right to invoice the Goods when available for despatch. Payment shall be made not later than 30 days from the date of the invoice.
- 8.3 Where deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and be payable accordingly. Where Contract work is to be performed over a period in excess of one month the value of work carried out shall be ascertained by the Company at the end of the month and (unless the Contract otherwise expressly provides) a sum equal to such sum (or any percentage thereof specified in the Contract) shall be invoiced and such invoice shall be paid by the Buyer within 30 days of the date of the invoice.
- 8.4 Time for payment shall be of the essence. In all cases the invoice for the Goods and any associated services will be issued on the date of delivery or at the time when delivery would have taken place in the normal course of events.

The result is that if, for example, commissioning is to take place some time after delivery, the invoice will be issued on delivery and payment will be made by the Buyer in accordance with clause 8.1 hereof notwithstanding that commissioning may not have taken place at the time of payment.

Further, if delivery is delayed for whatever reason, the invoice will be issued at the time when delivery would have taken place in the normal course of events and payment will be made by the Buyer in accordance with clause 8.1 hereof notwithstanding that delivery has not taken place at the time of payment.

There may be cases where by special arrangement made between the parties in writing the Company has allowed the Buyer a period for payment in excess of the period specified in clause 8.1. In all such cases the Company reserves the right at any time to withdraw the allowance of the additional period for payment and require payment to be made in accordance with the provisions of clause 8.1. If the period set out in clause 8.1 has expired then payment of the invoice becomes due immediately on the withdrawal of the additional allowance.

The Company generally insures its debts. If the Company has insured any debt which is due or is to become due from the Buyer and the relevant insurer withdraws that insurance, then payments of all sums due or to become due from the Buyer to the Company shall be immediately due and payable by the Buyer to the Company as a debt on demand notwithstanding that the Company may not have performed all its obligations under the Contract. Time for payment shall be of the essence.

- 8.5 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.6 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.7 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement, retention or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 8.8 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank PLC, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.9 Failure to pay any invoice shall entitle the Company to suspend further deliveries and work both on the same order and on any other order from the Buyer without prejudice to any other right or remedy which the Company may have.

9. QUALITY

- 9.1 Where the company is not the manufacturer of the goods, the company shall endeavour to transfer to the buyer the benefit of any warranty or guarantee given to the company.
- 9.2 The Company warrants that (subject to the other provisions of these conditions) on delivery, and for a period as detailed on the attached Warranty Addendum Sheet, the Goods shall:
- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - (b) be reasonably fit for purpose; and
 - (c) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.

All goods manufactured by the Company requiring a pressure test are carefully inspected and tested by the Company's staff before dispatch. In the event of examination of the Goods during manufacture by an external authority being required, such tests and inspections will be charged as an extra unless examinations have been specified and included in the original price. In any case it must be clearly understood that these tests and examinations must not delay the progress of the work. The Buyer shall be deemed to have accepted the Goods and to have accepted that they comply with the Contract unless the Buyer notifies the Company of any defect or otherwise within 7 days of the date of delivery or performance. The Company's responsibilities in respect of erection shall be deemed to be fulfilled on the successful completion of the Company's responsibilities in respect of erection to the Company's engineer's satisfaction.

- 9.3 The Company shall not be liable for a breach of any of the warranties in condition 9.2 unless:
- (a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 3 days of the time when the Buyer discovers or ought to have discovered the defect; and
 - (b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.
- 9.4 The Company shall not be liable for a breach of any of the warranties in condition 9.2 if:
- (a) the Buyer makes any further use of such Goods after giving such notice; or
 - (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - (c) the Buyer alters or repairs such Goods without the written consent of the Company.
- 9.5 Subject to condition 9.3 and condition 9.4, if any of the Goods do not conform with any of the warranties in condition 9.2 the Company shall at its option repair or replace such Goods or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
- 9.6 If the Company complies with condition 9.5 it shall have no further liability for a breach of any of the warranties in condition 9.2 in respect of such Goods.
- 9.7 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the warranty period.
- 9.8 Notwithstanding the generality of the foregoing the Company shall have no liability or responsibility whatsoever for the water treatment of heating systems.

10. LIMITATION OF LIABILITY

- 10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- (a) any breach of these conditions;
 - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 10.4 Subject to condition 10.2 and condition 10.3:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - (b) the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. ASSIGNMENT

- 11.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 28 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

13. INDEMNITY

13.1 The Buyer agrees to indemnify and keep indemnified the Company against all costs, claims, demands, liabilities or otherwise (whether arising directly or indirectly) to the extent that the same are caused by or related to:

- Designs, drawings or specifications provided to the Company by the Buyer, or
- Defective materials or products supplied to the Company by the Buyer and incorporated by the Company into the Goods.
- Breaches of any intellectual property right as a result of compliance by the Company with the Buyer's instructions (whether express or implied).

14. GENERAL

- 14.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 14.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 14.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 14.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. For the avoidance of doubt the Contract is made between the Company and the Buyer alone.
- 14.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

15. COMMUNICATIONS

- 15.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or email:
- (a) in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
 - (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
- 15.2 Communications shall be deemed to have been received:
- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - (b) if delivered by hand, on the day of delivery;
 - (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day, or
 - (d) if sent by email on the date of sending unless the Company receives a non-delivery notice within 24 hours of the time of sending the email.
- 15.3 Communications addressed to the Company shall be addressed to Hoval Limited, Northgate, Newark, Nottinghamshire, NG24 1JN.

WARRANTY DETAILS

Warranty: All Warranties are subject to satisfactory installation, operation & maintenance in accordance with Hoval Operating & Maintenance instructions. With reference to condition 9.2 of the Hoval Limited Conditions of Sale

- The company provides product warranty as follows:

For a period of 30 months from the date of delivery or 24 months from commissioning, whichever is the earliest period to expire, on the following products¹ : UltraGas 2, TopGas Max, UltraOil, Belaria pro, TransTherm, Max-3, Max-3 plus, ICS, SR-Plus, SR-H Plus and ST Plus.

Or

For all other products, including Belaria fit heat pumps, for a period of 18 months from the date of delivery or 12 months from commissioning, whichever is the earliest period to expire¹.

¹excludes service consumable parts (ignition & ionisation probes and oxygen sensors) which are warranted for a maximum of 6 months.

- Heat exchanger bodies² can benefit from an extended warranty period of five years, on the basis that the customer or end user enters into a Hoval Service Agreement for the duration of the extended five year warranty period (subject to the Service Agreement being taken up within six months from the date of commissioning. All extended warranties are based on Hoval carrying out the servicing during the extended warranty period at extra cost).
- UltraGas 2 boilers will additionally benefit from a 10 year heat exchanger body Warranty as standard (no service agreement necessary).

In addition to condition 9.4(b) of the Hoval Limited Conditions of Sale, it is the customer or end users responsibility to ensure that boiler, CHP or heat pump water quality is maintained in accordance with Hovals requirements and that this is monitored at least annually and all checks and adjustments are fully documented. Consumption of make-up water (relating to system leaks) should also be monitored and adjustments made to the water quality regime as necessary. In addition boilers, heat pumps and CHP should not be subject to frequent on/off cycling.

²excludes TopGas wall hung boilers, Series 51-UltraGas 2 and PowerBloc CHP.