

FLEXIHEAT UK LIMITED

TERMS AND CONDITIONS OF SALE AND SUPPLY

Applicable to Business, Trade and Consumer Customers

Version 3.0 | October 2026

Effective date: 26/10/2026

1. Company Information and Definitions

1.1 These Terms and Conditions govern the sale and supply of Goods by Flexiheat UK Limited, registered in England and Wales under company number 10086380, whose registered office is Unit 49 Azura Close, Woolsbridge Industrial Estate, Three Legged Cross, Dorset, BH21 6SZ, United Kingdom.

1.2 In these Conditions:

- **"Flexiheat", "Company", "we", "us" and "our"** means Flexiheat UK Limited.
- **"Customer", "Buyer" or "you"** means the individual, partnership, company or organisation purchasing Goods.
- **"Business Customer"** means a Customer purchasing wholly or mainly for purposes relating to their trade, business, craft or profession.
- **"Consumer"** means an individual purchasing wholly or mainly for purposes outside their trade, business, craft or profession.
- **"Goods"** means heating, hot water, ventilation, cooling and related equipment, components, accessories and spare parts supplied by Flexiheat.
- **"Contract"** means the legally binding agreement for the supply of Goods.
- **"Special Order Goods"** means Goods expressly identified before acceptance as made-to-order, specially manufactured, imported, configured, customised or procured specifically for an order, including designated non-stock products.
- **"Manufacturer"** means the original manufacturer or authorised supplier of the Goods.
- **"Conditions"** means these Terms and Conditions of Sale and Supply.

1.3 These Conditions apply to all accepted orders unless Flexiheat expressly agrees different terms in writing.

1.4 For Business Customers, these Conditions take precedence over purchasing conditions included in the Customer's own documentation unless expressly accepted in writing by an authorised representative of Flexiheat.

1.5 Any mandatory statutory rights or obligations shall take precedence over any inconsistent provision.

2. Nature of Business and Supply-Only Status

2.1 Flexiheat UK Limited is a specialist wholesale and supply-only distributor of heating, hot water, cooling, ventilation and associated equipment.

2.2 Flexiheat supplies equipment only and does not undertake installation, commissioning, servicing, maintenance or on-site repair work.

2.3 Flexiheat and its employees do not hold themselves out as professionally qualified mechanical, electrical or gas engineers, registered installers or professional engineering designers.

2.4 The Company does not offer professional mechanical, electrical or gas engineering design, installation, inspection, testing, certification or compliance services.

2.5 Flexiheat may provide general product information, indicative equipment sizing, preliminary heat requirement calculations, domestic hot water demand calculations and general equipment selection guidance.

2.6 Such assistance does not constitute an approved engineering design, certified calculation, installation instruction or professional assessment of the complete system.

2.7 The Customer is responsible for appointing appropriately qualified and competent professionals to undertake all necessary design, installation, commissioning, testing, certification and maintenance work.

2.8 The supply of equipment does not constitute acceptance of responsibility for the design, installation or operation of the wider system.

2.9 Nothing in this clause excludes liability that Flexiheat cannot lawfully exclude, including responsibility for its own contractual commitments or legally actionable statements.

3. Quotations, Purchase Orders and Contract Formation

3.1 Quotations are normally provided by email and remain valid for **30 calendar days**, unless otherwise stated.

3.2 Quotations are subject to stock availability, supplier lead times, technical specifications and any stated commercial qualifications.

3.3 A quotation is an invitation to place an order and does not itself constitute a binding Contract.

3.4 Customers normally submit purchase orders or written order acceptance by email.

3.5 A Contract is formed when Flexiheat issues written acceptance or an order confirmation, or otherwise clearly communicates acceptance of the order.

3.6 The issue of a quotation or receipt of a Customer's purchase order does not automatically constitute acceptance.

3.7 Flexiheat may issue an invoice or pro forma invoice following acceptance or as part of the ordering process.

3.8 The Customer is responsible for checking all product descriptions, model numbers, capacities, electrical requirements, fuel types, dimensions, quantities, delivery details and other specifications before placing an order.

3.9 Any discrepancy in the order confirmation must be notified promptly and, where practicable, before dispatch or manufacture.

3.10 Once accepted, an order may only be cancelled or amended in accordance with these Conditions and applicable law.

3.11 Special Order Goods may not be cancelled by Business Customers without Flexiheat's express written agreement.

4. Prices and VAT

4.1 Unless expressly stated otherwise, all trade quotations are issued in pounds sterling and exclude VAT.

4.2 VAT shall be added at the applicable rate.

4.3 Carriage, packaging, unloading, customs charges and other agreed services are additional unless included in the quotation.

4.4 Pricing may reflect supplier costs, exchange rates, transport charges and manufacturing costs prevailing at the time of quotation.

4.5 Flexiheat may revise prices before an order is accepted.

4.6 Once a Contract has been formed, the agreed price will apply unless a variation is agreed or otherwise permitted by law.

4.7 Any unavoidable charges and applicable VAT must be clearly communicated to Consumers before they are bound by a purchase.

5. Payment Terms and Credit Accounts

5.1 **Full payment in cleared funds is required before dispatch**, unless the Customer has an approved credit account or an alternative written agreement.

5.2 Flexiheat is not obliged to release Goods until the applicable payment requirements have been satisfied.

5.3 Credit accounts are subject to application, approval and any credit limit imposed by Flexiheat.

5.4 Credit terms will be confirmed separately in writing.

5.5 Flexiheat reserves the right to suspend further business supplies if payments become overdue or a credit limit is exceeded.

5.6 Where legally applicable, Flexiheat may claim statutory interest, fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

5.7 Business Customers shall not withhold or set off payments except where legally entitled or expressly authorised in writing.

5.8 Ownership of Goods shall pass in accordance with Clause 11.

6. Product Specifications and Performance

6.1 Product descriptions, technical data, drawings, dimensions and specifications are provided to assist Customers with product selection.

6.2 Published performance figures may be based on specified test conditions and may vary according to operating temperatures, flow rates, ambient conditions, electrical supply, system configuration and other installation factors.

6.3 Flexiheat shall supply Goods corresponding to the description and specification expressly agreed in the Contract.

6.4 Minor specification changes may occur due to manufacturing improvements or supplier updates, provided they do not materially alter the agreed product or its essential function.

6.5 Material substitutions or specification changes require appropriate Customer agreement.

6.6 The Customer must confirm that the selected equipment is suitable for the intended application, subject to any express suitability commitment given by Flexiheat and applicable law.

6.7 Flexiheat does not guarantee the performance of a complete installation or wider heating system solely by supplying individual components.

7. Technical Advice, Sizing Guidance and Engineering Responsibility

7.1 Flexiheat may assist Customers by supplying product specifications, general technical information, indicative heating calculations, domestic hot water calculations and preliminary equipment sizing guidance.

7.2 Such guidance may include estimates of heating capacity, energy requirements, hot water storage capacity, recovery times and general product operating characteristics.

7.3 Flexiheat and its employees are not professionally qualified or registered to undertake mechanical, electrical or gas engineering design, certification or installation services.

7.4 The Company does not provide:

- Professional mechanical, electrical or gas engineering design.
- Certified heat loss assessments or full building services calculations.
- Detailed hydraulic system design.
- Electrical circuit, protective device or cable sizing design.
- Gas pipework or combustion system design.
- Certified installation drawings.
- Statutory compliance assessments or certification.
- Site surveys, inspections or professional engineering reports.
- Installation supervision or commissioning services.

7.5 Any general sizing calculation or recommendation is indicative and based on the information supplied by the Customer and stated assumptions.

7.6 The accuracy of such estimates depends on the accuracy and completeness of the information provided.

7.7 The Customer must ensure that the equipment is assessed as part of the complete installation by an appropriately qualified and competent professional where necessary.

7.8 Flexiheat does not accept responsibility for design decisions made independently by the Customer, installer or appointed consultant.

7.9 Flexiheat is not responsible for errors arising solely from inaccurate, incomplete or misleading information provided by the Customer or third parties.

7.10 No indicative product recommendation should be treated as confirmation of regulatory compliance or approval of the complete system.

7.11 Nothing in this clause excludes liability for an express contractual specification, inaccurate product description, negligent statement or other liability that cannot lawfully be excluded.

8. Installation, Commissioning and Regulatory Compliance

8.1 All Goods must be installed, commissioned, operated and maintained in accordance with the manufacturer's instructions and applicable statutory requirements.

8.2 Customers must appoint suitably qualified and competent personnel and ensure that any legally required registrations, approvals and certifications are held.

8.3 Depending on the product and installation, applicable requirements may include Building Regulations, BS 7671, Gas Safety Regulations, water supply requirements, pressure equipment provisions and applicable refrigerant safety requirements.

8.4 Flexiheat does not undertake or supervise such work.

8.5 The Customer and appointed contractors are responsible for site preparation, installation conditions, electrical supply, hydraulic arrangements, safety controls, ventilation, testing and commissioning.

8.6 Flexiheat shall not be liable for defective workmanship or independently designed systems for which it is not responsible.

8.7 Commissioning, maintenance and servicing records should be retained where required by the applicable product warranty or statutory requirements.

9. Delivery Arrangements

9.1 Delivery is normally arranged by Flexiheat using commercial freight or parcel carriers.

9.2 Large and heavy equipment is generally supplied by palletised kerbside delivery.

9.3 Smaller equipment, spare parts and accessories may be delivered using parcel or courier services.

9.4 Unless otherwise agreed, pallet deliveries are made to a suitable accessible unloading point, normally at or near the kerbside of the delivery address.

9.5 The Customer is responsible for ensuring adequate vehicle access and arranging any necessary unloading equipment, lifting facilities or manpower.

9.6 Delivery drivers are not required to move Goods into buildings, plant rooms or other internal locations unless this service has been expressly agreed.

9.7 Delivery dates are estimates unless expressly agreed as binding, and statutory Consumer delivery rights remain unaffected.

9.8 Additional reasonable costs arising from failed delivery, restricted access, unavailable unloading facilities, storage or redelivery may be charged where caused by the Customer.

9.9 Where Goods are delivered to a contractor, site or nominated third party, the receiving person must undertake delivery checks on the Customer's behalf.

9.10 Goods supplied in multiple consignments must be checked separately against the relevant delivery documentation.

10. Delivery Inspection, Damage and Shortages

10.1 All Goods should be inspected immediately upon receipt, wherever reasonably practicable.

10.2 The receiving party must check for visible packaging damage, obvious product damage, missing packages and discrepancies in the delivered quantity.

10.3 Visible damage or shortages must be clearly recorded on the carrier's delivery documentation before signing.

10.4 Business Customers must notify Flexiheat in writing of visible transit damage, shortages or delivery discrepancies within 48 hours of receipt.

10.5 Claims must include appropriate supporting evidence, including photographs, order details and delivery documentation where available.

10.6 Goods showing visible damage should not be signed for as received in good condition.

10.7 Where a Business Customer or its nominated recipient signs for Goods as received in good condition, Flexiheat will ordinarily reject subsequent claims for visible damage or shortages that should reasonably have been discovered at delivery.

10.8 A clean delivery signature is evidence of the recorded delivery condition but does not conclusively establish that concealed damage did not exist.

10.9 Genuine concealed damage must be reported promptly following discovery, with appropriate evidence.

10.10 Failure to report within 48 hours may affect a Business Customer claim where the delay materially prejudices investigation or verification, subject to applicable law.

10.11 The Customer must retain damaged Goods and packaging until investigation is completed or appropriate instructions are provided.

10.12 Flexiheat reserves the right to request additional evidence and investigate any reported damage or shortage before determining the appropriate remedy.

10.13 Where separate deliveries are made, a proof of delivery relating to one consignment shall not be treated as evidence of the condition of another consignment.

10.14 Consumer statutory rights remain unaffected by delivery signatures or the commercial reporting requirements in this clause.

11. Risk and Retention of Title

11.1 For Business Customers, risk passes upon delivery to the agreed destination and the Goods being made available for unloading, unless otherwise agreed.

11.2 Where Business Customers arrange collection or nominate their own independent carrier, risk passes in accordance with the agreed collection or delivery arrangements.

11.3 For Consumers, risk transfers in accordance with applicable consumer legislation.

11.4 Legal ownership of Goods supplied to Business Customers remains with Flexiheat until the full purchase price has been received in cleared funds.

11.5 Until title passes, the Business Customer shall, where practicable, keep the Goods identifiable, protected and properly insured.

11.6 Flexiheat may exercise its lawful rights to recover Goods where payment remains outstanding, subject to applicable insolvency, property and third-party rights.

12. Customer Collections

12.1 Customer collection is available only by prior arrangement and written confirmation from Flexiheat.

12.2 Customers must not attend a collection location without receiving confirmation that the Goods are ready.

12.3 Collection dates, times, locations and any loading requirements will be agreed in advance.

12.4 The collecting party is responsible for providing a suitable vehicle, safe loading arrangements and appropriate equipment for transporting the Goods.

12.5 Flexiheat may refuse release where the vehicle or collection arrangements are unsuitable or unsafe.

12.6 Business Customers must inspect the Goods and packaging upon collection and report any visible discrepancies before leaving the collection point wherever reasonably practicable.

12.7 For Business Customers, risk transfers when the Goods are handed over in accordance with the agreed collection arrangements.

12.8 Consumer risk and delivery obligations remain subject to applicable law.

13. Business Customer Returns

13.1 Business Customers may request the return of correctly supplied, non-defective standard stock Goods within **14 calendar days of receipt**.

13.2 All such returns require prior written approval from Flexiheat.

13.3 Flexiheat is under no automatic obligation to accept returns where a Business Customer has ordered the wrong equipment or no longer requires correctly supplied Goods.

13.4 Any return approval is subject to the nature of the product, its condition, supplier restrictions and resale suitability.

13.5 All approved discretionary returns must be unused, uninstalled, undamaged, complete, in their original packaging and in fully resaleable condition.

13.6 Original packaging must be complete and sufficiently intact to permit resale of the Goods as new.

13.7 Goods that have been installed, commissioned, operated, modified, damaged or returned with missing components may be rejected.

13.8 Customers must obtain written return authorisation before dispatching Goods.

13.9 An agreed restocking or handling fee may apply, depending on the product and supplier. The charge will be communicated before the return is authorised.

13.10 Unless otherwise agreed, the Business Customer is responsible for arranging and paying for return carriage and appropriate transit insurance.

13.11 Goods are returned at the Business Customer's risk until received at the agreed return destination.

13.12 Returns must be sent to the address specified in the return authorisation, which may differ from Flexiheat's registered office.

13.13 Refunds or credit notes for discretionary returns will be processed after receipt, inspection and approval of the Goods.

13.14 Original outbound carriage is ordinarily non-refundable for discretionary Business Customer returns unless otherwise agreed.

13.15 These conditions apply only to discretionary returns and do not remove statutory or contractual remedies for defective or non-conforming Goods.

14. Incorrectly Ordered Products

14.1 The Customer is responsible for checking the product model, capacity, dimensions, connection sizes, electrical requirements, fuel requirements and suitability before placing an order.

14.2 Where the Customer orders the incorrect product, Flexiheat may, at its discretion, accept a return of unused standard stock within 14 calendar days of receipt.

14.3 Any such return is subject to the requirements of Clause 13.

14.4 Goods must be in original packaging and fully resaleable condition.

14.5 Special Order Goods are not eligible for discretionary return unless expressly agreed in writing.

14.6 This clause does not apply where Flexiheat has supplied a product different from that expressly agreed or where the Customer has a legal right to a remedy.

15. Special Order and Non-Stock Products

15.1 Goods expressly designated as made-to-order, specially manufactured, imported, configured or procured for a Business Customer are not eligible for discretionary cancellation or return once the order has been accepted.

15.2 Cancellation may only take place with Flexiheat's express written agreement.

15.3 Where cancellation is agreed, reasonable costs arising from manufacturing commitments, supplier charges, carriage, handling or other unavoidable expenditure may be deducted or charged in accordance with the agreement and applicable law.

15.4 Deposits or advance payments may be applied against sums properly due, with any remaining balance dealt with according to the Contract and applicable law.

15.5 Goods manufactured to a Consumer's specifications or clearly personalised may be exempt from statutory distance-selling cancellation rights where the legal criteria are satisfied.

15.6 Standard Goods do not automatically become exempt from Consumer cancellation rights solely because they are specially sourced, described as non-stock or ordered from a manufacturer after purchase.

15.7 Legal rights relating to defective or misdescribed Goods remain unaffected.

16. Commercial Product Warranties

16.1 Goods may be supplied with manufacturer warranties or product-specific commercial warranties.

16.2 Warranty duration and conditions vary by product and are identified in the relevant documentation or written confirmation.

16.3 Unless expressly agreed otherwise in writing, Flexiheat's voluntary commercial product warranties are strictly parts-only.

16.4 Flexiheat does not provide warranty engineer visits, labour, installation, removal, maintenance or commissioning services.

16.5 Parts-only commercial warranty coverage excludes, unless expressly agreed otherwise:

- Engineer call-out charges.
- Fault diagnosis and testing labour.
- Labour to remove defective components.
- Labour to install replacement components.
- Drain-down, refilling or recommissioning.
- Associated pipework or electrical alterations.
- Access equipment, plant hire and lifting equipment.
- Travel, accommodation and subsistence.
- Business interruption, loss of trading time or production downtime.

16.6 Manufacturer warranties may be subject to registration, commissioning or servicing requirements.

16.7 A parts-only commercial warranty is separate from, and additional to, any statutory rights that cannot lawfully be excluded.

16.8 Flexiheat's supply-only status does not remove the Company's obligations as seller under applicable law.

17. Warranty Claims and Manufacturer Investigation

17.1 Where a product or component is suspected of being defective, the Customer must contact Flexiheat with details of the fault.

17.2 The Customer must provide the relevant model, serial number, invoice or order number, fault description and any available installation or commissioning information.

17.3 The normal commercial warranty procedure requires the Customer to arrange appropriate diagnostic testing and provide relevant test results and supporting evidence to Flexiheat.

17.4 Flexiheat will refer the evidence to the relevant manufacturer or authorised supplier where appropriate for technical assessment and determination of the applicable commercial warranty claim.

17.5 Flexiheat may request additional reasonable information, photographs, fault codes, electrical measurements, pressure readings, commissioning records or other diagnostic evidence.

17.6 All diagnostic work must be carried out by appropriately qualified and competent personnel using safe procedures.

17.7 Flexiheat employees do not undertake on-site mechanical, electrical or gas fault diagnosis, testing or repair.

17.8 Where the manufacturer requires inspection of a suspected faulty component, the Business Customer must arrange its safe removal by a competent person and obtain return instructions before sending it.

17.9 Under the voluntary commercial parts warranty, the Business Customer is responsible for arranging and paying for the initial carriage of the suspected faulty part to the authorised return destination, unless otherwise agreed in writing.

17.10 This initial carriage requirement applies to the voluntary commercial warranty process and does not remove any separate statutory or contractual right to recover costs arising from the supply of defective Goods.

17.11 Returned components must be suitably protected and packaged to prevent additional transit damage. Original packaging should be used where available and appropriate but is not mandatory for a genuine fault claim.

17.12 The Customer must not send Goods or components without prior return authorisation.

17.13 Flexiheat or the manufacturer may examine the component before confirming whether a fault is covered by the applicable warranty.

17.14 Where the claim is accepted, Flexiheat will arrange the appropriate replacement component or other agreed parts remedy in accordance with the applicable warranty.

17.15 Where the claim is rejected because the defect is not covered by the commercial warranty, diagnostic, handling, carriage or replacement costs may be chargeable where agreed and legally permissible.

17.16 Flexiheat is not obliged under a voluntary commercial warranty to supply advance replacement components before entitlement has been established, unless the applicable warranty provides otherwise.

17.17 The Customer must cooperate reasonably with the investigation and provide the information necessary to assess the reported fault.

17.18 Nothing in this clause requires a Consumer to incur costs that the seller must bear under applicable legislation, or prevents a Customer from pursuing a legal remedy outside the voluntary warranty.

18. Warranty Exclusions

18.1 Subject to the applicable commercial warranty and law, warranty coverage generally excludes defects or damage arising from:

- Incorrect installation, commissioning or wiring.
- Incorrect operating pressure, temperature, voltage or flow rate.
- Inadequate or inappropriate water treatment.
- Corrosion, sludge, contamination or scale caused by unsuitable installation or maintenance conditions.
- Freezing, overheating or operation without adequate water.
- Incorrect ventilation or insufficient operating clearances.
- Failure to undertake specified maintenance.
- Unauthorised repairs or alterations.
- Physical damage, misuse or neglect.
- Operation outside the manufacturer's stated parameters.
- Normal wear of excluded consumable components.

18.2 Warranty claims may be declined where technical evidence reasonably establishes an excluded cause of failure.

18.3 A warranty shall not be treated as automatically invalid in its entirety merely because an unrelated excluded circumstance exists, unless permitted by the applicable warranty and law.

18.4 The Customer may be required to provide relevant servicing or commissioning records where reasonably necessary.

19. Spare Parts and Discontinued Products

19.1 Spare parts are subject to stock availability and continued manufacturer support.

19.2 Flexiheat cannot guarantee indefinite availability of every component.

19.3 Suitable superseded or compatible parts may be offered where available.

19.4 Customers ordering parts independently must verify suitability and compatibility unless Flexiheat has expressly agreed to identify and supply a specific compatible component.

19.5 Product discontinuation does not remove continuing warranty, contractual or statutory obligations.

20. Consumer Customers and Statutory Rights

20.1 Flexiheat supplies both Business Customers and Consumers.

20.2 Consumers have rights under the Consumer Rights Act 2015 and other applicable consumer protection legislation.

20.3 Goods supplied to Consumers must meet applicable statutory requirements concerning description, satisfactory quality and fitness for purpose.

20.4 Consumers may have legal rights to reject, repair, replacement, price reduction or refund where Goods do not conform to the Contract.

20.5 Where the Consumer Rights Act requires repair or replacement, Flexiheat remains responsible for necessary costs legally attributable to the trader, including applicable labour, materials and postage.

20.6 Voluntary commercial parts-only warranties do not restrict these statutory obligations.

20.7 The 48-hour commercial delivery damage reporting requirement does not extinguish Consumer rights.

20.8 A Consumer's signature confirming receipt in good condition does not remove statutory remedies for damaged or defective Goods.

20.9 Where applicable, Consumers have a statutory right to cancel qualifying distance or off-premises contracts.

20.10 Nothing in these Conditions shall exclude or restrict a mandatory Consumer right.

21. Consumer Distance-Selling Cancellation Rights

21.1 Where a Consumer enters into a qualifying distance or off-premises contract, they will normally have 14 days after receipt of the Goods to notify Flexiheat of cancellation, subject to statutory exceptions.

21.2 For orders delivered in instalments or separate consignments, the cancellation period shall be calculated in accordance with the applicable regulations.

21.3 Consumers may cancel by emailing Flexiheat with an unequivocal statement or by using the model cancellation form provided in the accompanying Returns, Refunds and Cancellation Policy.

21.4 A valid statutory cancellation does not require prior authorisation.

21.5 Consumers must normally return the Goods within 14 days of notifying cancellation, unless Flexiheat has agreed to collect them.

21.6 Return carriage costs for eligible change-of-mind cancellations are payable by the Consumer only where this has been properly disclosed before purchase and is permitted by law.

21.7 Where Goods cannot reasonably be returned by normal post, the relevant return-cost information must be provided before the Consumer enters into the Contract, as required by law.

21.8 Refunds shall be made within the statutory period and include standard outbound delivery charges where required.

21.9 A lawful deduction may be made for diminished value resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the Goods.

21.10 Consumers exercising a valid statutory cancellation right cannot automatically be refused a refund merely because the original packaging has been opened, damaged or discarded.

21.11 No discretionary restocking charge shall be applied to a valid statutory Consumer cancellation.

21.12 Goods made to the Consumer's specifications or clearly personalised may qualify for a statutory cancellation exception.

21.13 Consumer rights relating to faulty or non-conforming Goods remain unaffected.

22. Product Safety and Use

22.1 Goods must be handled, stored, installed, operated and maintained safely and according to the manufacturer's instructions.

22.2 The Customer must ensure that appropriate precautions are taken in relation to electrical hazards, high temperatures, pressurised systems, combustible fuels and refrigerants.

22.3 Products containing flammable refrigerants must be installed and maintained according to applicable safety instructions and regulatory requirements.

22.4 Equipment must not be operated where it is known or reasonably suspected to present a safety risk.

22.5 Flexiheat's supply-only status does not remove its statutory obligations concerning product safety and compliance.

23. Business Customer Liability

23.1 Nothing in these Conditions excludes or restricts liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, liability relating to title where exclusion is prohibited, or any other liability that cannot lawfully be excluded.

23.2 Subject to clause 23.1 and applicable law, Flexiheat shall not be liable to Business Customers for indirect or consequential losses arising from the Contract.

23.3 Subject to clause 23.1 and the requirement that any limitation be legally reasonable and enforceable, Flexiheat excludes liability for loss of profit, loss of production, loss of business opportunity and loss of anticipated savings.

23.4 Subject to clause 23.1 and applicable law, the Company's aggregate liability to a Business Customer arising from an individual Contract shall not exceed the price paid or payable under that Contract.

23.5 The limitation in clause 23.4 applies only to the extent it satisfies all applicable statutory requirements, including any applicable test of reasonableness.

23.6 Flexiheat is not responsible for defective work undertaken independently by third-party installers, contractors or designers where such defects are not attributable to the Company's own breach or negligence.

23.7 Nothing in this clause removes liability where exclusion would be unlawful or unenforceable.

24. Force Majeure and Supply Disruption

24.1 Flexiheat shall not be responsible for failures or delays resulting from circumstances beyond its reasonable control, subject to applicable law.

24.2 Such circumstances may include severe weather, war, industrial disruption, transport interruption, governmental restrictions, exceptional manufacturing delays and major supply chain disruption.

24.3 Flexiheat will take reasonable steps to minimise the effect of such events.

24.4 Where significant delays occur, the parties shall discuss revised delivery arrangements or other lawful remedies.

24.5 Consumer statutory delivery and refund rights remain unaffected.

25. International and Northern Ireland Deliveries

25.1 Deliveries outside mainland Great Britain are subject to agreed carriage arrangements and applicable import or export requirements.

25.2 Additional charges may apply for deliveries to Northern Ireland, the Republic of Ireland and other destinations.

25.3 Any customs duties, clearance fees or local taxes will be allocated in accordance with the agreed Contract.

25.4 Where Incoterms are expressly agreed, the applicable rule, edition and named place shall be identified in writing.

25.5 The Customer is responsible for ensuring suitability for use in the destination jurisdiction, except where Flexiheat expressly agrees that Goods meet particular destination requirements.

25.6 Mandatory product compliance, consumer protection and other legal obligations remain applicable.

26. Complaints and Dispute Resolution

26.1 Customers should raise complaints in writing to sales@flexiheatuk.com, including the order number and details of the issue.

26.2 Flexiheat may request additional information reasonably necessary to investigate.

26.3 The parties should seek to resolve disputes through reasonable communication before commencing legal proceedings.

26.4 Nothing in this clause prevents either party from exercising a legal right or seeking a remedy before a competent court.

27. Data Protection and Intellectual Property

27.1 Flexiheat processes personal information in accordance with applicable data protection law and its published Privacy Notice.

27.2 Copyright, trade marks, technical drawings and other intellectual property remain the property of their respective owners.

27.3 Product documentation may be used for legitimate product selection, installation, operation and maintenance purposes.

27.4 Technical documents must not be altered in a way that misrepresents product performance, compliance or safe operating requirements.

28. Suspension, Termination and General Provisions

28.1 Flexiheat may suspend business supplies where a Business Customer fails to meet agreed payment obligations or materially breaches the Contract, subject to applicable law.

28.2 Where appropriate, the Customer shall be given a reasonable opportunity to remedy a breach capable of remedy.

28.3 Termination shall not extinguish accrued payment obligations or other rights arising before termination.

28.4 If any provision is held invalid or unenforceable, the remainder shall continue in effect to the extent legally permissible.

28.5 Failure to enforce a particular right shall not automatically amount to a waiver.

28.6 Amendments to an accepted Contract require written agreement or another lawful basis.

28.7 No person other than the contracting parties shall have rights under the Contracts (Rights of Third Parties) Act 1999 unless expressly provided otherwise.

28.8 The version of these Conditions incorporated when the Contract is formed shall govern that Contract. Changes subsequently made to the website shall not automatically amend existing Contracts.

29. Governing Law and Jurisdiction

29.1 These Conditions shall be governed by the laws of England and Wales, subject to applicable mandatory Consumer and international rules.

29.2 For Business Customers, the courts of England and Wales shall have exclusive jurisdiction, subject to applicable law.

29.3 Nothing in this clause removes mandatory jurisdictional protections available to Consumers.

30. Contact Details

Flexiheat UK Limited

Unit 49 Azura Close
Woolsbridge Industrial Estate
Three Legged Cross
Dorset
BH21 6SZ
United Kingdom

Telephone: 01202 822221

Email: sales@flexiheatuk.com

Website: www.flexiheatuk.com

Company Registration Number: 10086380

END OF TERMS AND CONDITIONS OF SALE

These Conditions should be read alongside the applicable quotation, order confirmation, product-specific warranty documentation and Flexiheat UK Returns, Refunds and Cancellation Policy.