

**LOGICOOOL AIR CONDITIONING DISTRIBUTION LIMITED / LOGICOOOL SPARES DIRECT LIMITED  
CONDITIONS OF SALE**

**1. DEFINITIONS**

In these conditions;

- a. "LOGICOOOL" means: LOGICOOOL AIR CONDITIONING DISTRIBUTION LTD. or LOGICOOOL SPARES DIRECT LIMITED., whose registered office is at:  
Unit 4, George Holmes Business Centre, George Holmes Way, Swadlincote, Derbyshire. DE11 9DF.
- b. The "Buyer" means: the person, firm or company specified overleaf, to whom LOGICOOOL's Quotations, Confirmation of Order, Purchase Order or Invoice is addressed to.
- c. "Goods" means: the goods to be sold by LOGICOOOL to the Buyer under the Contract.
- d. "Contract" means: the contract of sale hereby formed between LOGICOOOL and the Buyer.

**2. CONSTRUCTION OF CONTRACT**

- a. The terms of the Contract shall consist of the particulars overleaf and these conditions. Any term overleaf which is at variance with these conditions shall prevail over these conditions, which shall be construed accordingly, except with regard to price in respect of which provisions of sub-clause 6 (b) shall prevail.
- b. No other terms (whether contained in any document issued by the Buyer or in any written or oral communication between the parties) shall apply to the Contract nor shall these conditions or the particulars overleaf be modified without LOGICOOOL's written agreement.
- c. These conditions and the particulars overleaf shall be a complete record of the agreement between the parties with regard to the sale of the Goods. These conditions apply to all sales of Goods by LOGICOOOL to the Buyer and shall apply in place of and prevail over any terms or conditions contained or referred to in the Buyer's order or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless agreed to in writing pursuant to subclause 2 (a) above and any purported provisions to the contrary are hereby excluded or extinguished.
- d. The Buyer must ensure that any pre-contractual representation on which it wishes to rely has been specified in the particulars overleaf. In entering the Contract, the Buyer does not rely upon any such representation made by or on behalf of LOGICOOOL which has not been so specified.
- e. The acceptance by LOGICOOOL of any Buyer's order, wholly or partly, does not imply any commitment by LOGICOOOL to accept any other order (or any other part of an order) whenever placed.

**3. QUOTATIONS AND ORDERS**

- a. Unless accepted before lapse or withdrawal, or renewed in writing by LOGICOOOL, quotations shall lapse automatically after 30 days, but may be withdrawn earlier by LOGICOOOL.
- b. Quotations are for information only and are not firm offers. There shall be no binding contract until LOGICOOOL has accepted the buyer's order by despatching LOGICOOOL's official Sales Confirmation.
- c. LOGICOOOL have the right to withdraw any quotation for any product within the 30 days validity period should the manufacturer withdraw said product from sale.
- d. LOGICOOOL may prepare quotations where LOGICOOOL have been asked to select and size the equipment. Equipment selections selected by LOGICOOOL are advisory only. The design liability rests with the purchaser of the equipment.

**4. DELIVERY**

- a. The scope of supply by LOGICOOOL under the Contract shall be strictly limited to those specified on this respective quotation or confirmation of order, and no other goods or services are included.
- b. LOGICOOOL will use all reasonable endeavours to deliver the Goods on or before the delivery date specified overleaf, however, LOGICOOOL does not undertake, guarantee or warrant that delivery will be made on the delivery date specified.
- c. Any such delivery date specified shall be extended by any period or periods during which the manufacture or delivery of the Goods or other work by LOGICOOOL in connection with this Contract is prevented, hindered, delayed or rendered uneconomic by reason of a Force Majeure Event.
- d. LOGICOOOL shall be entitled to deliver the Goods in one or more instalments. Where delivery is effected by instalment each instalment may be treated as a separate contract. Delay in delivery or other default of any instalment may not relieve the Buyer of its obligations to accept and pay for the remaining deliveries. This will be at the sole discretion of LOGICOOOL.
- e. In the case of the Buyer residing in the United Kingdom, unless otherwise stated, LOGICOOOL will at its own expense deliver to the Buyer's premises as per the stated delivery conditions.
- f. The delivery by LOGICOOOL of a greater or lesser quantity of the Goods than the quantity provided for in the Contract, the delivery of other goods not provided for in the Contract, or the delivery of the Goods only some of which are defective, shall not entitle the Buyer to reject all of the Goods delivered. In order that LOGICOOOL can comply with its carrier's conditions any claim in respect of error in quantity or type of Goods or in respect of damage to the Goods in transit must be made in writing to LOGICOOOL and the carrier notified in both cases within 3 days of receipt of the Goods. Failure to make such claim shall constitute unqualified acceptance of the Goods and waiver by the Buyer of all claims relating to error in quantity or type of goods delivered or relating to the condition of Goods delivered. Similarly, if any Goods invoiced by LOGICOOOL are not delivered, in order that LOGICOOOL can claim against its carriers where appropriate the Buyer must notify LOGICOOOL within 30 days of the date of invoice, failing which the Buyer will be liable to pay for the Goods in full. Where liability for error in quantity, or type of Goods or in respect of damage to the Goods in transit is accepted by LOGICOOOL, LOGICOOOL's only obligation shall be, at its option, to make good any shortage or non-delivery and/or as appropriate to replace or repair any Goods found to be damaged or defective and/or to refund the cost of such Goods to the Buyer.
- g. If the Buyer refuses or fails to take delivery of Goods tendered in accordance with this Contract LOGICOOOL shall be entitled to terminate this Contract with immediate effect, to dispose of the Goods as LOGICOOOL may determine, and to recover from the Buyer any loss and expenses incurred as a result of such refusal or failure.
- h. Section 32 (2) of the Sale of Goods Act 1979 shall not apply. LOGICOOOL shall not be required to give the Buyer the notice specified in Section 32 (3) of the Act.
- i. Unless expressly agreed in writing by LOGICOOOL, all Goods shall be packed in accordance with LOGICOOOL's standard practice. The Buyer shall meet the costs of any special packaging requested by the Buyer or any packaging rendered necessary by delivery by any means other than LOGICOOOL's normal means of delivery.

**5. RISK AND TITLE**

- a. Notwithstanding delivery, property in the Goods supplied shall remain with LOGICOOOL until those Goods and any other goods the subject of any other contract with LOGICOOOL have been paid for in full (together with any accrued interest.)
- b. LOGICOOOL reserve the right, exercisable at its option by notice in writing to the Buyer, to waive the provisions of subclause 5(a) above at any time before payment has been made for the Goods supplied by the Buyer and to declare that property in the Goods shall have passed to the Buyer.
- c. Notwithstanding that property in the Goods shall not have passed to the Buyer, LOGICOOOL, without prejudice to any other of its rights, may sue for the price of the Goods supplied in the event that payment is not made on the due date.
- d. Any return of Goods wholly or partly by the Buyer to LOGICOOOL, except in the case of defective Goods pursuant to Clause 8, shall be subject to LOGICOOOL's prior written consent and Buyer's payment to LOGICOOOL of interest charges for the period from the date of LOGICOOOL's shipment of such Goods to the Buyer to the date of LOGICOOOL's receipt of such Goods. Freight, insurance and any other expenses incurred in connection with such return shall be borne by the Buyer.

**6. PRICES**

- a. Unless otherwise stated overleaf, prices of the Goods shall be exclusive of VAT, export duty and foreign import duty and any other import or other taxes, which shall where applicable be the subject of additional charges.
- b. Prices stated in any quotation or in LOGICOOOL's Sales Confirmation are provisional only and subject to adjustment to take account of increases in LOGICOOOL's costs and overheads, including, without limitation, costs of carriage and labour costs. The Contract price shall be LOGICOOOL's price ruling at the date of despatch.

**7. PAYMENT**

- a. If LOGICOOOL has granted the Buyer credit facilities, the payment of the price must be made in full within "30 days nett" of the date of invoice, unless otherwise specified overleaf or agreed to by LOGICOOOL. Any extension of credit allowed for the Buyer may be changed or withdrawn at any time. Where no credit has been granted, payment must be made in full in cash or other agreed payment prior to delivery. Payment shall be made in full direct to LOGICOOOL in Sterling only. The Buyer shall not be entitled to exercise any right of set-off, counterclaim, abatement or analogous deduction against payment due to LOGICOOOL. Time of payment is of the essence of a Contract. LOGICOOOL reserves the right to suspend the provision of Goods and Services to the Buyer where any amounts are overdue under any Contract with the Buyer until all such amounts have been paid.
- b. LOGICOOOL shall be entitled to charge daily interest on any overdue sum at the rate of 8 per cent per annum above the current base lending rate of Lloyds TSB Bank PLC from due date until the date of actual payment in full (including any accrued interest) (after, as well as before, judgement).
- c. LOGICOOOL understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
- d. If, in the opinion of LOGICOOOL, the credit worthiness of the Buyer shall have deteriorated prior to the delivery, LOGICOOOL may require full or partial payment of the price prior to delivery or the provision of security for payment in full (including any accrued interest) by the Buyer in a form acceptable to LOGICOOOL notwithstanding any credit terms that may have been agreed between LOGICOOOL and the Buyer.
- e. Notwithstanding any purported contrary appropriation by the Buyer, all payments made by the Buyer to LOGICOOOL shall be appropriated first to Goods which have been resold by the Buyer and then to Goods which remain in the possession or under the control of the Buyer.
- f. LOGICOOOL is entitled to offset any amount owing to it from the Buyer against any amount owed to the Buyer by LOGICOOOL.

**8. DEFECTIVE GOODS**

- a. If the Goods are defective on delivery, and the defects arise from faulty materials or workmanship and are not caused by fair wear and tear, abnormal or unsuitable conditions of storage, transportation or use, or the combination of the Goods with any goods not supplied by LOGICOOOL or any act, neglect or default of the Buyer or any third party and LOGICOOOL is given written notice of the defects promptly upon discovery by the Buyer (or such other period of time as may specifically be agreed to by LOGICOOOL for certain types of Goods) after delivery then, unless otherwise specified overleaf, LOGICOOOL's sole obligation shall be (at its option) to provide replacement parts as per the warranty Terms and Conditions or replace the defective item, only when approved by the manufacturer and also as per the warranty Terms and Conditions.
- b. The Buyer shall retain the Goods at its premises, and not that of a third party, until instructed by LOGICOOOL to return them. Goods alleged to be defective shall be subject to inspection and testing by LOGICOOOL or an approved partner of LOGICOOOL.
- c. Subject to subclause 8(a) above, LOGICOOOL shall be under no liability to the Buyer for any loss, damage or injury (including special, direct, indirect or consequential loss and loss of profit) resulting from defective materials, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of LOGICOOOL, its employees or agents, save that LOGICOOOL shall accept liability for death or personal injury caused by the negligence of LOGICOOOL.

**9. INSOLVENCY AND DEFAULT**

- a. If the Buyer fails to pay LOGICOOOL in accordance with these conditions or breaches any other of these conditions or any other contract with LOGICOOOL or enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if (being a company) an order is made or a resolution is passed for the winding-up of the Buyer (otherwise than for the purposes of amalgamation or reconstruction previously approved in writing by LOGICOOOL) or if a receiver is appointed over any of the Buyer's assets or undertakings or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt LOGICOOOL may, without prejudice to its other rights, postpone delivery and any other contracts LOGICOOOL might have with the Buyer) until such payment has been made or other breach rectified and/or (at its option) to terminate the Contract (and/or any other such contracts) and to recover payment for all deliveries already made and for the cost of materials and labour already expended for the purpose of future deliveries (less any allowance of the value thereof as utilised by LOGICOOOL for other purposes) and also to recover from the Buyer a sum equivalent to LOGICOOOL's loss of profit arising out of such termination. The exercise of LOGICOOOL's option to postpone delivery or manufacture shall not prevent the subsequent exercise of LOGICOOOL's option to terminate the Contract and/or any other such contracts.

**10. SPECIFICATIONS AND INFORMATION**

- a. Unless expressly agreed in writing by LOGICOOOL, all drawings, designs, specifications and particulars of dimensions and weights and other such information submitted by LOGICOOOL are approximate only and LOGICOOOL shall have no liability in respect of any deviation therefrom. Suppliers to LOGICOOOL are entitled to amend the technical specifications of the Goods without notice.
- b. LOGICOOOL accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications prepared by, or on behalf of, the Buyer or the Buyer's agents, sub-contractors or employees, and LOGICOOOL shall be indemnified by the Buyer against any and all liabilities and expenses incurred by LOGICOOOL arising therefrom.
- c. All drawings, designs, specifications and information submitted by LOGICOOOL are confidential and shall not be disclosed to any third party without LOGICOOOL's written consent.

**11. LIMITATION OF LIABILITY**

- a. Hitachi products – 3 years from date of delivery – parts with labour contribution (see notes)
- b. Panasonic products – 3 years from date of delivery – parts with no labour contribution
- c. Mitsubishi Electric products - 3 years from date of delivery – parts with labour contribution (see notes)
- d. All manufacturers spare parts - three months from date of delivery unless otherwise specified by manufacturer – parts only
- e. For all equipment sold by LOGICOOOL, warranty is subject to the equipment being installed and/or serviced and maintained by trained and competent engineers and being maintained on a regular basis in line with minimum requirements set out by F-Gas legislation.
- f. 5 year product warranty offered where available is subject to commissioning assistance from the manufacturer and commissioning reports subsequently being logged with LOGICOOOL and the manufacturer. Commissioning assistance may be chargeable at a rate to be determined between LOGICOOOL and the Buyer.
- g. Any purchased systems which do not comply with the requirements detailed above will result in the warranty reverting to 12 months (1 years) parts only.
- h. Labour contributions shall be given in credit note form only. Current labour contribution values are available upon request and are only available if offered or approved by the manufacturer.
- i. The warranty periods stated do not cover consequential loss or damage arising as a result of any equipment failure, however caused.
- j. Warranty labour contribution for all air conditioning equipment (not including ancillaries which are not under this agreement) is fixed and only available if advertised and/or offered by the manufacturer. LOGICOOOL cannot be held liable for costs relating to travel, access equipment, specialist equipment, time spent on site, compensation or salary.
- k. Warranty parts returned unused and in the original condition will be accepted for restocking, subject to a 15% restocking charge.
- l. Warranty claims may be rejected if F-Gas compliant maintenance records are not submitted when requested by LOGICOOOL.
- m. Warranty claims may be rejected and issue of parts may be rejected, regardless of warranty status, if the operator, installer or service engineer of the equipment is not F-Gas approved or registered with Refcom.
- n. Warranty claims may be rejected if LOGICOOOL Warranty Procedure is not followed correctly. Current warranty procedure is available upon request.
- o. Schrader valves, compressors not brazed sealed, fuses, painting, PCB's with evidence of water damage, wear and tear, loss damage claims and losses resulting from Force Majeure are not covered by warranty.