

Nu-Heat UK Ltd.
Terms and Conditions of Sale of Goods to Consumers

NU-HEAT UK LIMITED
Company No. 3131852 VAT No. GB156722794

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS OF SALE ARE FOR ALL PURCHASES OF PRODUCTS BY CONSUMERS FROM NU-HEAT UK LIMITED. IF YOU ARE PURCHASING GOODS AS A BUSINESS (I.E. IN CONNECTION WITH YOUR BUSINESS, TRADE, CRAFT OR PROFESSION) PLEASE REFER TO OUR TERMS AND CONDITIONS OF SALE FOR BUSINESSES.

Introduction

If you are a consumer (i.e. an individual acting for purposes that are wholly or mainly outside your business, craft, trade or profession), this document (together with the documents expressly referred to on it) tells you information about us and contains the legal terms and conditions on which we sell Products to you.

On this page the words "**we**" "**us**" and "**our**" refer to Nu-Heat UK Ltd.

Please read these Conditions carefully, as they will form part of the Contract between us. Please make sure that you understand them, before ordering any Products. Our relationship is subject to these Conditions and they impose certain responsibilities upon you and **they exclude and limit our liability to you in the event of loss or damage (see clause 13)**. Please note that by ordering any Products, you agree to be bound by these Conditions and the other documents expressly referred to in them.

1. Definitions

1.1. When the following words are used in these Conditions and the Introduction, this is what they mean:

Balance	the Purchase Price (as determined in accordance with the terms of the Contract), less the Deposit paid (if any);
Business Day	a day (other than Saturday, Sunday or public holiday) when banks in London are open for business;
Chosen Date	means a date, as chosen by the Supplier, between the first day of the Validity Window and Delivery;
Conditions	these terms and conditions, on which we supply Products to you;
Contract	the contract between you and us (as described in clause 4.5) for the sale and purchase of Products as set out in the Customer Confirmation, which includes these Conditions;
Customer Confirmation	our confirmation, in writing, of the Products to be supplied, the Specification, the Delivery Address and the Purchase Price;

Customer or you	the person who enters into the Contract to purchase the Products from us;
Delivery	has the meaning in clause 8.2;
Delivery Address	the address, within the UK, stated in the Customer Confirmation for the delivery of the Products ordered;
Delivery Date	has the meaning given to it in clause 8.2;
Deposit	the advance payment, which we may, at our discretion, ask you to make and (if we do so) which you must make to us in advance of our supply of a Product to you, as described in clause 4.6;
Design Room Temperature	is defined in clause 5.2;
Event Outside Our Control	is defined in clause 14;
Indexation Factor	means: (a) the value of the Consumer Prices Index (“ CPI ”) as most recently published by the Office of National Statistics (“ ONS ”) on the Chosen Date divided by (b) the most recently published value of CPI at the first day of the Validity Window;
Our Premises	Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD;
Products	the products set out in the Specification;
Purchase Price	the total price payable for the Products set out in the Quotation and confirmed in the Customer Confirmation, as may be varied from time to time as a result of changes arising from the circumstances described in clauses 5.3.2, 6.1 and 7;
Quotation	the estimate or quotation document we prepare and provide to you which sets out, among other things, a draft specification, an estimated price for the products you have enquired about, the Validity Window, and further notes/information relevant to your initial enquiry about our goods and services;
Site	the website hosted at www.nu-heat.co.uk ;
Specification	the plan, description and/or specification of the Products and their incorporation into the System, agreed between you and us (in writing) as attached to the Customer Confirmation, as may be amended from time to time as a result of changes arising from the circumstances described in clauses 5.3.2 and 6.1;

Supplier, we, us, our	Nu-Heat UK Limited (company number 3131852) whose registered address is at Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD;
System	has the meaning in clause 5.1.
Validity Window	has the meaning in clause 4.4.

2. How to contact us

- 2.1. Should you wish to contact us about these Conditions or any Contract, please do so using the following contact information:
- 2.1.1. Email: info@nu-heat.co.uk;
- 2.1.2. Telephone: +44 (0)1404 549 770;
- 2.1.3. Post: Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD.
- 2.2. If we have to contact you we will do so by telephone (using the number you gave us during the order process) or by writing to you at the email address or postal address you provided to us during the order process.
- 2.3. When we use the words "writing" or "written" in these Conditions, this includes emails.
- 2.4. Words in these Conditions in the singular include the plural and vice versa.

3. Important terms about the Products and intellectual property rights

- 3.1. The images of the Products on our Site or which we make available to you (for example, in our product catalogues or if you ask us to send photographs to you of a particular aspect of a Product by email) are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your device's display of the colours accurately reflects the colour of the Products.
- 3.2. You are responsible for (and we will have no liability/responsibility to you for):
- 3.2.1. Complying with all planning laws and regulations in respect of the installation of the Products (e.g. applying for and obtaining any necessary planning permission/approval/consents);
- 3.2.2. Arranging for the installation (whether by third party installers or otherwise) of the System, unless the Quotation and/or Customer Confirmation states that we shall be providing installation work, the Customer shall be responsible for procuring the carrying out of all and any installation work required and we do not accept liability for any action or omission on the part of any installer or contractor with whom the Customer contracts directly.

- 3.3. All intellectual property rights in or in connection with any Products and/or any materials, designs, drawings, instructions and/or Specifications in connection with the Products remain at all times in our ownership (or that of our licensors). You acknowledge and accept that you will not own or acquire any intellectual property rights (e.g. copyright) in respect of the same and, to the extent you do so, all such rights are hereby assigned to us.

4. How a Contract is formed between you and us

- 4.1. If you would like to enquire about ordering any of our products, please contact us:

- 4.1.1. by email to info@nu-heat.co.uk
4.1.2. by telephone on 01404 549 770
4.1.3. via the "[Contact](#)" page on our Site.

When you contact us, please provide us with details of the products you would like to order from us (for example, the nature of the product you are enquiring about).

- 4.2. Following receipt of your enquiry, we will process your requirements and (where relevant) we will work with you to agree a draft specification for the products you would like to order (i.e. in person, by email or telephone). This process may involve clarifying issues or addressing questions we have and agreeing further aspects/details of the draft specification. Once you and we have agreed the draft specification (or where no specification is necessary) we will provide you with our Quotation for the products in question. This does not mean that your order has been accepted, nor that a Contract between us has been formed;
- 4.3. You shall be responsible to the Supplier for ensuring the completeness, and accuracy and sufficiency of the terms of any order submitted by you to us and/or any applicable specification, and for giving us any necessary information relating to the Products and/or the provision of them to you within a sufficient time to enable us to perform the Contract in accordance with these Conditions ("**Customer Information**"). The Customer's order constitutes an offer by the Customer to purchase products from us in accordance with these Conditions. We accept no: (i) responsibility for the accuracy, completeness, sufficiency or otherwise of the Customer Information; (ii) obligation to undertake any check or carry out any due diligence on the Customer Information; and/or (iii) obligation to notify the Customer of any actual, apparent or suspected inaccuracy, deficiency in the Customer Information.
- 4.4. Any Quotation given by us to you shall constitute an invitation to the you to make an offer to purchase the products listed on that Quotation, subject to these Conditions. Any Quotation is not a binding offer and is not capable of acceptance. Any Quotation shall (unless it is withdrawn by us) only be valid for a period of 90 days from the date of its issue ("**Validity Window**"). Please let us know if you would like to proceed on the basis of the Quotation we provide to you. When you have done so, we will send you (by email) a Customer Confirmation to confirm the details of your order and we will let you know the amount of Deposit you are required to pay (if applicable, see clause 4.6) in respect of the amount of Deposit due;
- 4.5. The Contract between us will only be formed when we have sent the Customer Confirmation to you and:

- 4.5.1. If we ask you to pay for the Products up front, when the Products have been paid for (in full and in cleared funds); or
- 4.5.2. If we ask you to pay a Deposit (see clause 4.6), when you have paid the Deposit (in full and in cleared funds).
- 4.6. We reserve the right to ask you to pay a Deposit in respect of the Products you are ordering from us. If we ask you to pay a Deposit, we will let you know the amount you are required to pay (i.e. in person, by phone or in writing) and the Deposit must be paid by credit or debit card or via bank transfer (**please note** that Deposits in respect of renewable Products must be paid by credit card). Please see clauses 11.2 and 12.2, which explain the circumstances in which we may retain all or part of the Deposit you have paid if you or we end the Contract.
- 4.7 Unless we agree otherwise in writing, the Customer shall pay our requests for: (i) payment of the Deposit (in full and in cleared funds) by the earlier of 30 days of the date of the request and Delivery; and (ii) payment of the Balance (in full and cleared funds) before Delivery. Time for payment shall be of the essence of the Contract.

5. Creating the System design and the Design Room Temperature - THE CUSTOMER'S ATTENTION IS DRAWN TO THIS CLAUSE

- 5.1. After you have submitted your order to us, we will work with you on the design of the domestic heating system into which the Products are to be incorporated and/or will comprise ("**System**"). During this process, we may ask you to provide us with certain instructions and/or information order to carry out that design work. If you do not, within a reasonable time of us asking for it provide us with the instructions/information we need from you, or you provide us with incomplete or incorrect instructions/information, you accept that this may cause a delay in the time it takes for us to deliver the Products to the Delivery Address or we may end the Contract (see clause 12.1). We will not be responsible for late delivery of the Products or not providing any part of them if this is caused by you not giving us the instructions/information we need within a reasonable time of us asking for it (including information we ask you to provide in clause 6.4).
- 5.2. As part of the design work referred to in clause 5.1, we will agree with you a target internal room air temperature value, being the target room air temperature that the System needs to attain, relative to a given outside temperature ("**Design Room Temperature**"). If we do not discuss or we are unable to agree the Design Room Temperature, the Design Room Temperature shall be deemed to be in-line with NHBC technical guidance entitled <http://www.nhbc.co.uk/Builders/ProductsandServices/Standardsplus2019/#337> (as in force on the date of the Contract), relative to an outside air temperature of -3 degrees Celsius.
- 5.3. If, during the design work referred to in clause 5.1, it becomes apparent that, due to the nature and structure of the property into which the System is to be installed, it will not be possible for the System to generate sufficient heat to achieve the Design Room Temperature:
 - 5.3.1. You may accept that the System will not achieve the Design Room Temperature and proceed with the Contract on that basis, using the existing Specification and at the Purchase Price in the Customer Confirmation (but you will not be able to end the Contract at a later date on the basis that the System will not / does not achieve the Design Room Temperature (i.e. under clause 5.3.3));

- 5.3.2. We will let you know about changes to the Specification that are necessary (i.e. in order for the system to generate sufficient heat to achieve the Design Room Temperature) and we will let you know about any changes to the Purchase Price, the timing of delivery of the Products to you or anything else which would be necessary as a result, and we will ask you to confirm whether you wish to go ahead with the requisite change or you may end the Contract by notifying us in writing or verbally and we will return to you the Deposit you have paid; or
- 5.3.3. You may end the Contract (within a reasonable time and before we provide any Products to you) by notifying us in writing or verbally and we will return to you the Deposit you have paid.

We will not proceed with your order until you have confirmed your instructions. If you do not provide us with your instructions within a reasonable time of us asking for them, we may end the Contract (see clause 12.1.2 and clause 12.2).

5.4. Once we have completed the design of the System:

- 5.4.1. We will send you a revised Customer Confirmation, setting out the Specification (confirming or, where relevant, updating the list of Products and the Purchase Price for the Products listed in the Specification) and the Delivery Address and we will ask you to confirm (in writing or verbally) that you wish to proceed with your order. We will not proceed with your order until you have confirmed your instructions. If you do not provide us with your instructions within a reasonable time of us asking for them, we may end the Contract (see clause 12.1.2 and clause 12.2);
- 5.4.2. If you have asked us to deliver the Products to you, we will also let you know (as soon as we are able to after we have received your order) when we estimate the Products will be delivered to the Delivery Address.

6. Changes to the Specification

- 6.1. Please take the time to read and check the Quotation and the Specification to make sure all the information set out in them is correct. If you wish to make a change to a Product you have ordered and/or the Specification, please let us know. We will let you know if the change is possible. We reserve the right to refuse requested changes to the Products/Specification. If the change is possible and we agree to it (at our discretion), we will let you know about any changes to the Purchase Price, the timing of delivery of the Products to you or anything else which would be necessary as a result of your requested change and we will ask you to confirm whether you wish to go ahead with the change or whether you wish to continue on the basis of the existing Specification. We will not proceed with your order until you have confirmed your instructions. If you do not provide us with your instructions within a reasonable time of us asking for them, we may end the Contract (see clause 12.1.2 and clause 12.2).
- 6.2. If, during the 14 day cancellation period (if applicable) referred to in clause 10, it is not possible to make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 10). For the avoidance of any doubt, if you ask us to make a change to the Specification after that 14 day cancellation period and it is not possible to make the change you have requested, or if we do not agree to the change, you will not have the right to end the Contract (unless clause 11.1 applies).

- 6.3. We may change any Product and/or the Specification (in whole or in part):
- 6.3.1. Which we are required to make to reflect changes in relevant laws and/or regulatory requirements; or
 - 6.3.2. If there is an Event Outside Our Control (see clause 14).
- 6.4. During the process of processing your order and/or manufacturing certain goods (e.g. bespoke products) we may need certain instructions/information from you, so that we can process and/or deliver your order to you. For example, we may need you to provide us with instructions/information about the Delivery Address. If you do not, within a reasonable time of us asking for it (e.g. in person, by email or by telephone), provide us with the instructions/information we need from you, or you provide us with incomplete or incorrect instructions/information, you accept that this may cause a delay in the time it takes for us to deliver the Products to the Delivery Address or we may end the Contract (see clause 12.1). We will not be responsible for late delivery of the Products or not providing any part of them if this is caused by you not giving us the instructions/information we need within a reasonable time of us asking for it.

7. Payment of the Purchase Price

- 7.1 If you do not place an order with us during the Validity Window, we shall be entitled to issue a revised Quotation on such terms as we may determine. No Contract shall come into existence until we acknowledge and accept the Customer's order in writing, in the Customer Confirmation, and (where applicable) when we have received payment (in full and in cleared funds) of the Deposit (see clause 4).
- 7.2 Where the Delivery Date falls on or after the date which is 90 days following the date on which you place a valid order in accordance with clause 4, we may (but are not obliged to) vary the Purchase Price by multiplying the Purchase Price by the Indexation Factor.
- 7.3 Prices indicated in each Quotation and the Purchase Price are exclusive of VAT (unless otherwise stated), which shall be payable in addition to the Purchase Price by the Customer. The Purchase Price is inclusive of the costs and charges of packaging, insurance and transport of the Products to the Delivery Address, but does not include any additional delivery and storage charges which we may charge in accordance with clause 8.8.
- 7.4 We reserve the right to increase the Purchase Price at any time up to 5 business days before the Delivery Date (by giving notice to the Customer) to reflect any increase in the cost of the Products that is due to: (i) increases in acquisition costs of the Products or materials, labour and/or transport; (ii) foreign exchange fluctuations, increases in any tax, duty, fee or other charge imposed or levied by the Government or other authority; (iii) or any delay in delivery of the Products caused by any instructions of the Customer or failure of the Customer to give us adequate, accurate or complete information and/or instructions (iv) any additional delivery and storage charges which

we may charge in accordance with clause 8.8 or (v) any delay caused by an Event Outside Our Control.

- 7.5 We may consider any request made by you (after the Contract has been entered into) to change the Products and/or their specification and/or Delivery Date, but we are not obliged to agree to any such changes. If we agree in principle to change the Products or their specification and/or the Delivery Date, it will do so at its sole and absolute discretion and we will inform the Customer of any resulting change to the Purchase Price and/or the Earliest Delivery Date and clause 7.7 shall apply.
- 7.6 We reserve the right to: (i) make any changes in the Products and/or their specification, which are required to conform with any applicable statutory or regulatory requirement; and (ii) substitute the Products for other products of an identical/equivalent function and performance, provided that the Purchase Price charged to the Customer for any substitute product shall be the same as the original Product.
- 7.7 Where clause 7.6 applies, the Customer may choose to: (i) accept the change to the Products and/or their specification and/or the Delivery Date (in substitution to any earlier agreed Purchase Price, specification and/or Delivery Date (as applicable)) in which case the revised Purchase Price, specification and/or Delivery Date (as applicable) shall be deemed to be agreed and varied accordingly; or (ii) retain the originally agreed Products, Specification and Delivery Date.
- 7.8 Payment of the Deposit (if applicable), shall be as described in clause 4.6;
- 7.9 We may issue our request for payment of the Balance at any time after we issue the Customer Confirmation and following any agreement to revise the Purchase Price pursuant to clause 7.7.
- 7.10 We will not deliver the Products until we have received payment (in full and in cleared funds) of the Purchase Price. We will issue an invoice to you on shipment of the Products.
- 7.11 You will only own the Products when we have received payment (in full and in cleared funds) of the Purchase Price and on the Products' arrival at the Delivery Address.
- 7.12 You can pay our invoices via bank transfer or debit or credit card.
- 7.13 The price of a Product excludes VAT (where applicable) at the applicable current rate chargeable for the time being at the date the Contract between us is formed, which you must pay as part of the Purchase Price. We will inform you of the amount of VAT payable in respect of the Products in the Customer Confirmation.
- 7.14 The Purchase Price includes our delivery charges that may apply if you have asked us to deliver the Products to you (see clause 8 below). Please see clause 8.8, which contains further information on additional charges you may have to pay in certain circumstances.

8 Delivery

8.1 When you place your order, you can choose between:

- 8.1.1 Collecting the Products from Our Premises; or

- 8.1.2 Asking us to arrange for the Products to be delivered to you at the Delivery Address.
- 8.2 If the Products are to be delivered to the Delivery Address, then delivery of the Products shall be made by us during our normal business hours. Delivery shall be complete on the Products' arrival at the Delivery Address ("**Delivery**"). The Products will be your responsibility from completion of delivery. You shall state the date on which you would prefer the Products to be delivered to the Delivery Address in its order (the "**Delivery Date**"). We shall endeavour to notify you of the time and date on which delivery will take place, in accordance with clause 8.4 below.
- 8.3 Any time or date specified by us as the time at which or date on which the Products will be delivered or commissioning services provided is given and intended as an estimate only and the time for delivery is not of the essence and we shall not be obliged to effect Delivery on the Delivery Date. We shall not be liable for any delay in delivery that is caused by an Event Outside Our Control, or the Customer's failure to provide us with adequate, accurate or complete delivery instructions.
- 8.4 If you are collecting the Products from Our Premises and the Products are not available for immediate collection, we will notify you (by telephone, by SMS text message or email to the telephone number or email address you provided to us during the order process) when the Products are ready for you to collect them. Collection will be complete (and you will be responsible for the Products) when all of the Products have been loaded onto/into your vehicle. You will be responsible for securing the Products in or to your vehicle when you collect them from us.
- 8.5 If you have asked us to deliver the Products to you we will contact you (by email or telephone, when the Products are available for collection or delivery) to arrange a convenient date (or dates) for the Products to be delivered to the Delivery Address. Any dates for delivery contained in the Customer Confirmation are approximate only and we may deliver the Products before, on or after such dates.
- 8.6 You acknowledge and accept that we may deliver the Products in instalments. These Conditions shall apply equally to each instalment delivery.
- 8.7 **We will not be responsible for late collection/delivery of the Products if this is caused by you failing to pay any part of the Purchase Price by the due date for payment (see clause 7).**
- 8.8 Delivery charges and timescales will vary depending on the type of Product ordered and the Delivery Address. If you are not available to accept delivery of the Products, or if you do not collect them from Our Premises, on the date we agree with you (see clause 8.5), we will attempt to contact you (using the details you have given us) to arrange re-delivery. Each re-delivery attempt will incur an additional delivery charge to cover our extra costs which you must pay before we will attempt re-delivery/collection, as well as a reasonable storage charge for keeping your Products for longer than originally agreed. If we are unable to contact you within a reasonable time to arrange re-delivery/collection, or if you refuse to pay any additional delivery/storage charges due, we will treat the Contract as cancelled, notify you in writing and you agree we are entitled to offset (and retain out of any sums received from you for the Products (i.e. the Purchase Price)) such sums as we have and/or will incur in connection with our performance of the Contract up to the date on which we treat the Contract as

cancelled (for example, the costs we have incurred in acquiring some/all of the Products from our suppliers, see clause 12.2).

- 8.9 We will ensure that the Products you have ordered from us are delivered to you or are ready for collection without undue delay. We aim to have the Products ready to be delivered to you or ready for collection within 2 weeks of your confirming your agreement to the Specification and that you wish to proceed with your order (see clause 5.4). You acknowledge and accept that delivery may take longer than 30 days from the date the Contract is formed and that the 30 day time frame for delivery specified by section 28(3) of the Consumer Rights Act 2015 shall not apply. Please read clause 14 about what happens if there is an Event Outside Our Control, which results in a delay in delivery or failure to deliver the Product. If there is an Event Outside Our Control, we will contact you to discuss what will happen next.
- 8.10 You should check all Products you receive against your order within 14 days after Delivery and in any event before the Products are put into use to make sure they reflect what you ordered and that they are not damaged. If you discover that the Products do not reflect what you ordered, are damaged or are not as described you must tell us as soon as reasonably possible after discovering this, either by email, by telephone, in person or by letter addressed to us at Our Premises where you placed your order. We can then discuss with you the next steps to address your concerns.

9 Product Warranty

- 9.1 To the extent we are able to, we will pass on to you the benefit of any third party manufacturer/supplier warranty that is applicable to the Products you purchase from us. Certain warranties may require you to contact the manufacturer/supplier directly in order to register your Product and/or your contact details with them or in order to make a claim under their warranty.
- 9.2 Nothing in this clause 9 is intended to limit or to exclude our liability in respect of the Products that cannot be excluded or restricted under section 31 of the Consumer Rights Act 2015.

10 Your rights to cancel as a consumer

- 10.1 If you are a consumer, in certain circumstances you have a legal right to cancel a Contract during the period set out below in clause 10.3. This means that if you change your mind for any reason and you decide you do not want to keep a Product during the cancellation period, you can notify us of your decision to cancel the Contract and receive a refund. You do not have to give us a reason for exercising your right to cancel during the period set out below in clause 10.3. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

10.2 However, this cancellation right does not apply in the case of:

- 10.2.1 Any Products where the Contract was formed in person at Our Premises (which are known as "on premises Contracts" (see section 5 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013));**
- 10.2.2 Any Products that are made to your specification and/or which are clearly personalised or custom made; or**
- 10.2.3 Any Products which become mixed inseparably with other items after**

their delivery to you.

10.3 Unless clause 10.2 applies, your legal right to cancel a Contract starts from the date at which the Contract between us is formed (see clause 4.5). Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single Product (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the Product. Example: if the Contract is formed on 1 January and you receive the Product on 10 January, you may cancel the Contract at any time between 1 January and the end of the day on 24 January.
Your Contract is for either of the following: <ul style="list-style-type: none">• one Product which is delivered in instalments on separate days.• multiple Products which are delivered on separate days.	The end date is the end of 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered. Example: if the Contract is formed on 1 January and you receive the first instalment of your Product or the first of your separate Products on 10 January and the last instalment on 15 January, you may cancel the Contract in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.

To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form available in the Schedule to these Conditions or on our Site: nu-heat.uk/contractcancellationform. A link to the website cancellation form will be included in our Customer Confirmation. You can return your completed cancellation form to us in person at Our Premises, by email (to info@nu-heat.co.uk) or by post to Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD.

If you do not wish to use the cancellation form, you can also tell us in person at Our Premises or email us (to info@nu-heat.co.uk), telephone us (on +44 (0)1404 549 770) or write to us (at Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD) to let us know that you wish to cancel your order. If you are emailing us or writing to us, please include details of your order to help us to identify it (e.g. your order number, name, email address, etc.). If you give us your cancellation notice in person at Our Premises or if you send us your cancellation notice by email or by post, then your cancellation is effective from the date you tell us in person, send us the email or post the letter to us. For example, you will have given us the notice in time as long as you get your letter into the last post on the last day of the cancellation period (with the correct postage paid) or email us before midnight on that day. You may wish to keep a copy of your cancellation notice for your own records.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has

expired.

10.4 If you cancel your Contract and subject to you complying with clause 10.5 we will:

10.4.1 Refund you the Purchase Price, less the Deposit paid (if any and in whole or in part where the last sentence of clause 4.6 applies). Please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your unnecessary handling of them in a way which would not be permitted in a shop (i.e. your handling them in a manner other than what is necessary to establish the nature, characteristics and functioning of the Products) or where the item has not just been checked, but used. For example, if you have received a Product and have removed any packaging to check that the Product is not damaged, this would be acceptable. However, it is likely that we would reduce your refund to reflect its diminished value if you had used the Product and/or caused any damage to the Product before you returned it to us. If the Product has been fully damaged and is therefore unsalvageable, then it may be the case that the only amount which you will be refunded will be any delivery costs you have paid in having the Products delivered to you (subject to clause 10.4.2 below).

10.4.2 Refund any delivery costs you have paid in having the Products delivered to you, although, as permitted by law, the maximum refund in respect of delivery costs you have paid will be the costs of delivery by the least expensive delivery method we offer.

10.4.3 Make any refunds to you without undue delay and in any event within the deadlines indicated below:

10.4.3.1 If you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information on how to return a Product to us, see clause 10.5;

10.4.3.2 If you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

Please note that we may withhold reimbursement until you have complied with the requirements of clause 10.5.1.

10.5 If the Products are delivered to you before you decide to cancel your Contract, or if you receive them after you decide to cancel your Contract:

10.5.1 You must return the Products to us without undue delay and within no more than 14 days after the day on which you let us know that you wish to cancel the Contract. The deadline is met if you send back the Products before the period of 14 days has expired. You can arrange for delivery by you or a third party of the Products to us at Our Premises;

10.5.2 You will be responsible for the cost of returning the Products to us and for ensuring that the Products returned to us are not damaged while they are in your possession and/or in transit (please see clause 10.6);

10.5.3 We may (but do not have to) offer to arrange collection of the Products on your behalf. Where this is the case, we may contact you and offer to collect the Products from you. In such circumstances, you agree that you will be responsible for paying us for the cost of the collection. We will collect the Products from the Delivery Address. We will contact you to arrange a suitable time for collection. If we have offered to collect the Product from you, we will charge you the direct costs to us of collection. We will notify you in advance of

the cost of collection of the Products from you. We reserve the right to deduct the cost of collection from any reimbursement due to you;

10.5.4 You must take reasonable care of the Products and keep them in your possession and not use them until they are returned to us or collected by us.

10.6 If you choose to return any Products to us we will not be responsible for loss or damage to them in transit. We therefore recommend that these are returned to us either in person to Our Premises, or using a reputable delivery provider. If Products are damaged or lost while they are in your control or in delivery, we reserve the right to charge you, or not to refund any amounts due to you, that are attributable to the loss or damage.

10.7 We will refund any sums due to you (if any) on the credit card or debit card used by you to pay us for the Products. In any event, you will not incur any bank fees as a result of the reimbursement.

10.8 Where you request for us to deliver a Product to a third party, you will only be able to exercise the cancellation right referred to in this clause if you can return the goods to us or we can arrange with the third party to collect them.

10.9 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with the Contract.

11 Your rights to end a Contract

11.1 You can only end a Contract because you have a statutory right to cancel (see clause 10) or if you have a good reason to do so (i.e. only for a reason set out in the sub-clauses below) in which case the Contract will end immediately and, if you have made any payment in advance we will refund you in full, unless clause 4.6 applies (in respect of Deposits paid) or clause 10.4.1 applies (for any Products which have not been provided or have not been properly provided). The relevant reasons are:

11.1.1 Supply of the Products is delayed for eight weeks beyond the estimated delivery date because of an Event Outside Our Control (see clause 14); or

11.1.2 During the design work referred to in clause 5.1, it becomes apparent that the System will not generate the Design Room Temperature and/or you do not agree to the changes to the Specification and/or the Purchase Price that are necessary in order to achieve the Design Room Temperature (see clause 5.3) and you have decided not to proceed with the Contract on that basis;

11.1.3 You have a legal right to end the Contract because of something we have done wrong.

11.2 If you end the Contract for the reason set out in clause 11.1.2, we may retain all or part of the Deposit and/or the Purchase Price if we have incurred costs in fulfilling your order (for example, if we incur costs in purchasing goods that are bespoke to your order from our suppliers), but we will not retain more than the costs we have incurred.

11.3 If you end the Contract for the reason set out in clause 11.1.1 or clause 11.1.3, if you have made any payment for the Products in advance, which we have not delivered to you, we will refund you in full.

12 Our rights to end a Contract

12.1 We may end a Contract at any time by writing to you if:

- 12.1.1 You do not make any payment to us when it is due and you still do not make payment (in full and in cleared funds) within 7 days of us reminding you that payment is due;
- 12.1.2 You do not, within a reasonable time of us asking for it, provide us with instructions/information that are necessary for us to provide or deliver to you the Product ordered (see clauses 5.1, 5.3, 5.4.1 and 6.4).
- 12.1.3 You do not, within a reasonable time, allow us to deliver a Product to you or you do not collect them from Our Premises or if you refuse to pay any additional delivery/storage charges due (in each case, see clause 8.8); or
- 12.1.4 We have a legal right to end the Contract because of something you have done.

12.2 If we end the contract for any of the reasons set out in clause 12.1, we may retain all or part of the Deposit and/or the Purchase Price if, we have incurred costs in fulfilling your order (for example, if we incur costs in purchasing goods that are bespoke to your order from our suppliers), but we will not retain more than the costs we have incurred.

13 Our responsibility for loss or damage suffered by you

- 13.1 If we fail to comply with these Conditions, we are responsible for costs, loss or damage you suffer that is a natural, foreseeable consequence of our breach of these Conditions or our failing to use reasonable care and skill, but we are not responsible for any costs, loss or damage that is not so foreseeable (for example, payments due from you to any third party under any contract or arrangement of which we have no knowledge at the time the Contract is entered into). Loss or damage is foreseeable if it was obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example if you discussed it with us during the sales process.
- 13.2 You acknowledge and accept that you must take steps to mitigate any costs, losses and or damages that you may suffer in the event that we fail to comply with these Conditions.
- 13.3 As you are a consumer, you agree not to use the Products (or any of them) for any commercial, business or re-sale purposes, and in any event we will have no liability to you for any loss of profit or revenue, loss of enjoyment, loss of or damage to reputation or goodwill, loss of business, business interruption, or loss of business opportunity.
- 13.4 We do not in any way exclude or limit our liability for:
 - 13.4.1 Death or personal injury caused by our negligence or that of our employees, agents or subcontractors;
 - 13.4.2 Fraud or fraudulent misrepresentation;
 - 13.4.3 Any liability or responsibility that cannot be excluded or restricted under section 31 of the Consumer Rights Act 2015;
 - 13.4.4 Defective products under the Consumer Protection Act 1987; or
 - 13.4.5 Any other liability for which it would be unlawful for us to attempt to limit or exclude liability.

14 Events outside our control

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

14.2 An Event Outside Our Control includes any act, event, non-happening, omission or accident outside our reasonable control and includes in particular (but without limitation) the following:

14.2.1 strikes, lock-outs or other industrial action;

14.2.2 civil commotion, riot, invasion, terrorist attack or threat or risk of terrorist attack, war (whether declared or not) or threat or preparation for war;

14.2.3 fire, explosion, storm, flood, extreme or adverse weather, earthquake, subsidence, epidemic or other natural disaster;

14.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

14.2.5 impossibility of the use of public or private telecommunications networks;

14.2.6 the acts, decrees, legislation, regulations or restrictions of any government;

14.2.7 denial of service attacks or other types of attacks that are directed toward the infrastructure that supports the Site and/or our computer systems;

14.2.8 any type of outage or service degradation relating to the unavailability of a financial institution including, but not limited to, issuers and/or acquirers or any third party switch or processing system; or

14.2.9 any failure or service outage or shortage of raw materials that falls outside of our control (e.g. default or failure of our suppliers or sub-contractors).

14.3 Our performance under any Contract is deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will endeavour to bring the Event Outside Our Control to a close or to find a solution by which our obligations under the Contract may be performed despite the Event Outside Our Control.

14.4 If an Event Outside Our Control takes place that affects the performance of our obligations under any Contract, we will contact you as soon as reasonably possible to notify you. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract for a period of more than eight weeks beyond the estimated delivery date, then you may cancel the said Contract and we will refund any sums you have paid to us in respect of the Products that have been paid for, but not delivered, as soon as we are able to.

15 Our right to vary these Conditions

15.1 We may update or amend these Conditions from time to time. Please review these Conditions regularly to ensure you are aware of any changes we have made.

15.2 Once a Contract is formed, we will not make any changes to the Conditions that apply to that Contract. However if you are a returning customer please check our Conditions regularly to ensure you are aware of any changes we have made to our Conditions since the last time you purchased Products from us.

16 Communications between us

- 16.1 When we refer, in these Conditions, to "in writing", this will include email, unless it is clear that email is not intended to be included in any particular scenario.
- 16.2 Applicable laws require that some of the information or communications we send to you should be in writing. When purchasing Products from us, you accept that communication with us will be mainly electronic. We will contact you by email. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

17 Other Important terms

- 17.1 **All amounts due under the Contract shall be paid in full**, without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 17.2 **Our right not to accept orders and applicable refund.** We may decide not to accept an order from you for Products. If we do so, if you have made any payment in advance for the Products, we will refund you the full amount you have paid as soon as possible.
- 17.3 **We may transfer this agreement to someone else.** We may transfer our rights under any Contract to another organisation, but this will not affect your rights or obligations under these Conditions. You may only transfer your obligations under these Conditions to another person if we agree in writing.
- 17.4 **Nobody else has any rights under these Conditions and/or any Contract.** The Contract is between you and us. No other person shall have any rights to enforce any terms that apply to the Contract.
- 17.5 **If a court finds part of these Conditions illegal, the rest will continue in force.** Each of the clauses of these Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses (and part clauses, where relevant) will remain in full force and effect.
- 17.6 **Even if we delay in enforcing these Conditions, we can still enforce them later.** If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
- 17.7 **Which laws apply to these Conditions and where you may bring legal proceedings.** These Conditions are governed by English law and you or we can bring legal proceedings in respect of the Contract and/or the Products in the English courts. If you live in Scotland you or we can bring legal proceedings in respect of the Contract and/or the Products in either the Scottish or the English courts. If you live in Northern Ireland, you or we can bring legal proceedings in respect of the Contract and/or the Products in either the Northern Irish or the English courts.
- 17.8 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint or we

fail to resolve a dispute between us in relation to the a Contract or the Products you may want to contact The Retail Ombudsman, who is certified ADR provider with whom we are willing to work. Further information about The Retail Ombudsman is available on their website at <http://www.theretailombudsman.org.uk>. We are also required to provide you with a link to the European Commission's Online Dispute Resolution (ODR) platform: <http://ec.europa.eu/consumers/odr/>.

18. Data Protection

We will process your personal information in accordance with our privacy policy, which is available on our website and can be accessed via the following link: <https://www.nu-heat.co.uk/privacy-cookies/>

19. Boiler Upgrade Scheme

- 19.1 The validity of the vouchers issued under the Boiler Upgrade Scheme ("**BUS**") is not at our risk or control. We have no control over whether a voucher is issued and/or redeemed or not.
- 19.2 The Customer should be aware of the time periods to redeem any voucher issued under the BUS. At the date of these Terms and Conditions any voucher that has been issued under the BUS should be redeemed within 12 weeks of approval.
- 19.3 We will not issue an invoice to the Customer before the voucher has been issued by OFGEM, but when an invoice is issued, it will be for the full value of the goods in respect of which a voucher has been issued under the BUS. The Customer shall pay the invoice in full, as per the invoice issued, and we will release the value of the voucher to the Customer once the grant under the BUS has been issued (i.e. when the voucher is issued).
- 19.4 If a voucher cannot be redeemed by or Ofgem seeks to recover funds from us due to incorrect information that has been provided by the Customer, then we have the right to reclaim those funds from the Customer.

Schedule - Model Cancellation Form

This notice has been provided to you because if (and only if) you are a "consumer" and you have entered into a "distance contract" with Nu-Heat UK Limited (as those terms are described in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations")), then you may have a statutory right to cancel your contract with us.

You have the right to cancel this contract without giving any reason.

To exercise this right you must inform us (i.e. Nu-Heat UK Limited) in person or by post to Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD or by email (to info@nu-heat.co.uk) or by telephone (on +44 (0)1404 540 649) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Below is the cancellation form referred to in clause 10.3 of our Terms and Conditions of Sale (for consumers):

For further information on your right to cancel a Contract, how to use this form and the effects of cancellation, please refer to clause 10 of our Terms and Conditions of Sale of Goods to Consumers.

CANCELLATION FORM

To: Nu-Heat UK Limited, Heathpark House, Devonshire Road, Heathpark Industrial Estate, Honiton, Devon, EX14 1SD.

Email: info@nu-heat.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the of the supply of the following Products [*],

Ordered on [INSERT DATE] ,

Name of consumer(s): [INSERT NAME]

Address of consumer(s): [INSERT ADDRESS]

Signature of consumer(s) (only if this form is notified on paper):

.....

Date: [INSERT DATE]

([*] = Delete as appropriate.)