

# Terms and Conditions of Sale Products

## Terms and Conditions of Sale - Products (Version updated 23 August 2023)

### 1. Definitions 1.1. In these terms and conditions:

- "Privacy Policy" refers to BurnerTech's privacy policy, accessible at <https://www.burnertech.co.uk>.
- "BurnerTech" refers to BurnerTech Combustion Engineers, a company registered in the United Kingdom under Company Number 02679081, with VAT Number 732569127. The registered address is Unit C, Lostock Industrial Estate, Lostock Lane, Bolton BL6 4BL.
- "BurnerTech Contact" refers to BurnerTech's contact information: Telephone +44 (0) 1204 393 222 | Email: [hello@burnertech.co.uk](mailto:hello@burnertech.co.uk).
- "Customer" refers to any individual or entity purchasing products from BurnerTech.

**2. General 2.1.** These terms and conditions apply to all orders placed for products with BurnerTech. By placing an order, the Customer agrees to these terms and conditions. No other terms shall be applicable unless agreed upon in writing by an authorized representative of BurnerTech or explicitly stated otherwise in these terms. **2.2.** Product descriptions, images, and specifications provided on the BurnerTech website, catalogs, or other communications are approximate and for informational purposes only. They do not form a part of the contract between BurnerTech and the Customer. **2.3.** Extended Range products are designated as such and may not be readily available in BurnerTech's stock. Any clauses related to Extended Range products take precedence over inconsistent provisions in these terms. These terms and conditions do not apply to export transactions or products that are subject to separate terms. For calibration services, the terms and conditions of BurnerTech's Maintenance Solutions shall apply.

**3. Prices 3.1.** The prices of products are as displayed on the BurnerTech website. BurnerTech reserves the right to modify prices without prior notice. While prices listed in printed catalogues are subject to change, the most up-to-date pricing information can be found on the BurnerTech website. In cases of discrepancies between website and catalogue prices, the prices on the website shall prevail. **3.2.** The product price excludes Value Added Tax (VAT) and other applicable taxes, which will be added at the prevailing rate on the date of order acceptance.

**4. Ordering 4.1.** BurnerTech reserves the right to decline transactions with any individual or company. BurnerTech retains the right to reject or cancel orders, even if payment has been received, by providing notice of non-acceptance or cancellation. In such instances, BurnerTech will refund any payment received for the canceled or rejected orders. **4.2.** Customers are required to use BurnerTech's designated stock numbers and specified units when placing orders and must indicate their preferred delivery option. Confirmations of previous orders should be clearly marked as 'CONFIRMATION ONLY' to prevent duplication. Incorrect or duplicated orders are subject to cancellation and return procedures.

**5. Delivery 5.1.** BurnerTech is responsible for delivering the specified products, taking into account potential order cancellations and substitutions. BurnerTech may engage third-party delivery agents for this purpose. **5.2.** The available delivery options and associated charges are outlined on the BurnerTech website at the time of placing the order. Please note that prices and options provided in printed

materials are subject to change, and the information available on the BurnerTech website will take precedence in cases of any inconsistencies. **5.3.** BurnerTech endeavors to adhere to the quoted delivery times; however, these times are approximate and not binding. Timely delivery is not considered a fundamental aspect of the contract. It is important to note that Extended Range products may entail longer delivery times due to their specific nature. **5.4.** If BurnerTech fails to meet the Quoted Delivery Time, the company will provide relevant updates on the status of the delivery and may consider refunding the delivery charges. Depending on the circumstances, BurnerTech might also propose alternative delivery options. **5.5.** Orders containing Extended Range products totaling less than £100 are subject to additional shipping charges. Orders that include Extended Range products valued at £100 or more are exempt from these additional charges. The specified charges are applicable per order.

**6. Inspection, Delivery Delays, and Non-Delivery** **6.1.** Customers are responsible for inspecting products upon receipt or collection. Any defects, shortfalls, delivery discrepancies, or instances of non-delivery must be communicated to BurnerTech within 14 days from the date of delivery or collection. Upon notification, BurnerTech may choose to replace, refund, or arrange for the delivery of the products in question. **6.2.** If no notice is provided within the specified timeframe, the products are deemed to have been accepted by the Customer. BurnerTech's delivery records serve as conclusive evidence of the receipt of products, unless there is compelling evidence to the contrary. **6.3.** Failure to provide timely and appropriate notice concerning defects, shortfalls, or non-delivery will result in the forfeiture of remedies related to these issues.

**7. Payment** **7.1.** Non-credit Customers are required to make cash payments upon placing an order. Credit terms, which are subject to approval, necessitate payment by the 20th day of the month following the date of delivery. **7.2.** Delayed payments will trigger the entire outstanding amount and may result in the imposition of interest charges. BurnerTech reserves the right to suspend further shipments until the outstanding payment has been received.

**8. Risk and Ownership** **8.1.** The risk associated with the products transfers to the Customer upon delivery or collection. Ownership of the products remains vested in BurnerTech until the full payment for the products has been received. **8.2.** In cases of delayed or non-payment, BurnerTech retains the right to reclaim the unpaid products. Furthermore, BurnerTech may access the Customer's premises for the purpose of reclaiming the unpaid products.

**9. Product and Availability Information** **9.1.** BurnerTech reserves the right to discontinue certain products or make design modifications as it deems necessary. The most current and accurate information regarding products can be found on the BurnerTech website. **9.2.** The depiction of product origin, manufacturing, or production process in no way implies any representation or warranty regarding the same.

**10. Warranties and Remedies** **10.1.** BurnerTech warrants that its products are free from material defects. **10.2.** In the event of a defective product, BurnerTech may, at its discretion, choose to replace, repair, or refund the product. **10.3.** Warranty coverage is excluded in cases of improper use, non-compliance with provided instructions, or unauthorized modifications to the products. **10.4.** Claims related to warranty must be submitted within the specified periods outlined by BurnerTech. The return of products by the Customer must adhere to the instructions provided by BurnerTech to ensure proper processing. **10.5.** BurnerTech reserves the right to refuse or levy charges for incorrectly returned products.

**11. Export Control and Limitations of Use 11.1.** Customers are required to comply with all export laws and regulations applicable to products purchased from BurnerTech. **11.2.** The products provided by BurnerTech are intended for use in accordance with their specifications and are not authorized for use in critical safety or life-support applications.

**12. Intellectual Property 12.1.** All intellectual property rights related to products remain the property of BurnerTech or its licensors. **12.2.** Customers must not infringe upon BurnerTech's intellectual property rights or use the products in any manner inconsistent with the terms and conditions outlined herein.

**13. Limitation of Liability 13.1.** BurnerTech's liability is limited to the purchase price of the products. **13.2.** BurnerTech shall not be liable for indirect, consequential, or incidental damages or losses.

**14. Force Majeure 14.1.** BurnerTech is not liable for any delay or failure to fulfill its obligations due to circumstances beyond its reasonable control.

**15. Governing Law and Disputes 15.1.** These terms and conditions are governed by the laws of England and Wales. **15.2.** Any disputes shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

**16. Miscellaneous 16.1.** If any provision of these terms and conditions is deemed invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. **16.2.** These terms and conditions may only be modified by written agreement between the Customer and an authorized representative of BurnerTech. **16.3.** Third parties do not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of these terms and conditions. **16.4.** Communications concerning these terms and conditions should be directed to BurnerTech Contact.

**(End of Terms and Conditions)**