



Terms and Conditions of Distribution

**<< ENTER COMPANY NAME >>**

Infranomic Energy Solutions Limited  
Wolff+Meier (Infranomic) GmbH & Co. KG

This document is to outline the trading terms & conditions of distributors and the responsibilities of the [Client], [Vendor] and [Manufacturer] in the supply of Infranomic Heating Products in the United Kingdom.

Within this document all parties will be referred to as the following:

[Client]	<b>&lt;&lt; ENTER COMPANY NAME &gt;&gt;</b>
[Vendor]	Infranomic Energy Solutions Limited
[Manufacturer]	Wolff+Meier (Infranomic) GmbH & Co. KG

The following sections outline our trading terms and conditions and require the full understanding and agreement by the [Client] for trading to commence.

[2]	Conditions of Accounting
[3]	Conditions of Trade and Distribution
[6]	Warranty - Fault Returns and Breakages

This document requires each page to be signed and returned to

Fax Number:	0113 253 5472	Post:	Paul Ortiz Managing Director Infranomic Energy Solutions Limited Oak Mill Topcliffe Lane Morley West Yorkshire LS27 0HL
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I am in Agreement with the contents of this Page.

[Client] Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

[Client] Printed: \_\_\_\_\_

Position Held: \_\_\_\_\_



## Conditions of Trade and Distribution

All orders will be processed and supplied in accordance with an official order placed by the [Client]. The [Vendor] and/or the [Manufacturer] hold no responsibility for the design, planning and the effectiveness of any products supplied to the [Client] unless directly involved in the planning and design process, all documentation of this process must be supplied and replied to in a written format. It is the responsibility of the [Client] to ensure that the products supplied to their customers are effective and installed in a safe manner. Any advice given by the [Vendor] and/or the [Manufacturer] is based purely on the information given and unless otherwise stated relates to the property having adequate insulation values and modern Low Emissivity double glazing (i.e. Pilkington K Glass) and given is strictly for guidance only unless instructed by the [Client] to plan the required heating solution which may require a site survey in which the [Vendor] and/or [Manufacturer] hold the right to charge the [Client] for this service, charges will include for time taken to complete the survey, all expenses including overnight expenditure if required and to produce a written document for use by the [Client], any charges will be discussed with the [Client] prior.

All products are supplied with the assumption that [Client] has given their customer complete and proper advice to ensure that the installation is safe and fit for purpose; this includes the location of heating elements and that the electrical supply within the property is adequate and safe including the installation of 'Hard Wire' thermostats and that all elements installed within bathroom and/or wet areas comply with installation and positioning required by the IPX4 rating system. The [Vendor] and/or [Manufacturer] do not take responsibility for the usage of any supplied heating elements including ceiling brackets and accessories and/or any personal injury or damage to property relating to their use unless installed and operated in accordance to the official Infranomic operating manual and/or caused by a manufacturing fault in which a full enquiry will be held by the [Manufacturer] and/or an independent organisation; all other claims are the direct responsibility of the [Client].

The [client] is permitted to sell products supplied by the [Vendor] and/or [Manufacturer] to other distribution outlets to form their own distribution chain. The [Vendor] and/or the [Manufacturer] do not take any responsibility with these trading terms and it is purely the responsibility of the [Client] to ensure that all products are supplied with the outlet having complete knowledge of our products.

When the [Client] has formed an onward distribution it is required that the [Client] submits the details of the new distributor to the [Vendor]. Once details are recorded the [Vendor] and/or [Manufacturer] will not submit quotations but will be available for technical advice (subject to the above criteria). [Client] distributors will be held on file so a period of 3 months without contact, if the distributor does not start trading within this timescale the [Vendor] and/or [Manufacturer] hold the right to remove them from the database and therefore start to trade on an independent basis without the inclusion of the [Client]. The [Vendor] and/or [Manufacturer] will give notice in writing prior to the distributor exclusion.

The [Vendor] and/or [Manufacturer] will remain completely mutual in any disputes between the [Client] and their customers and/or distributors. The [Vendor] and/or [Manufacturer] will become available for advice and information (excluding prices) both parties if requested and without permission and all advice and information given will be unbiased and will purely express the concerns and solutions of both the [Vendor] and the [Manufacturer] including the manufacturers of product supplied by other companies i.e. thermostats and brackets.

I am in Agreement with the contents of this Page.

[Client] Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

[Client] Printed: \_\_\_\_\_

Position Held: \_\_\_\_\_

The [Client] has the responsibility to purchase certain items only from the [Vendor] and/or [Client]; these include Thermostats and Ceiling Brackets; any sale or use of any other such products without the agreement of the [Vendor] and/or [Manufacturer] may invalidate the warranty of the heating element. The [Vendor] and/or the [Manufacturer] hold no responsibility for the safety and the effectiveness of heating elements supplied using or operating on bespoke products.

The [Client] is forbidden from approaching the manufacturers of our externally sourced products directly without express permission from the [Vendor] and/or [Manufacturer] as this could effect our trading terms regarding pricing structures and will be deemed as not acting within the best interest of other Infranomic distributors, the [Vendor] and the [Manufacturer].

The [Vendor] and/or [Manufacturer] hold the right to discontinue any trading agreement and the subsequent supply of products immediately and without notice should it be deemed at any time that the [Client] is trading without the best interests of the public, Infranomic Brand, other distributors & traders, our manufacturers, the [Vendor] and the [Manufacturer]; thereafter only obligation by the [Vendor] and/or [Manufacturer] will be to complete any outstanding orders once payment has been made in full and only if with the best interests of the customer and [Vendor] and the [Manufacturer].

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## Warranty – Fault Returns & Breakages

[Manufacturers] Official Statement.

*“All Infranomic heating panels are guaranteed by Wolff & Meier GmbH & Co. KG for the duration of 2 Years after the date of purchase. If the operating manual instructions have been followed and have been correctly adhered too, we guarantee the free-of-charge replacement of the heating panel if the problem occurring is directly related to a manufacturing or material fault. If however the problem has been caused by incorrect installation or operation, the free-of-charge guarantee becomes null and void.”*

The [Client] has the option to introduce their own form of warranty outside of the official Infranomic conditions if desired; however this is purely and totally of their own risk; the [Vendor] and/or the [Manufacturer] take no responsibility of any other warranties and/or guarantees issued by the [Client] or their distributors and will only operate under the conditions of the official statement above.

It is the responsibility of the [Client] and/or their distributors to ensure that all official labelling (Front & Back) on products supplied by the [Vendor] and/or [Manufacturer] are not removed, covered or defaced; any products without the correct labelling will be void of warranty and could be deemed as not acting within the best interest of Infranomic Brand, the [Vendor] and the [Manufacturer] with consequences outlined in the Conditions of Trade & Distribution.

It is the responsibility of the [Client] or their customers and/or distributors that all orders are checked for damage prior to their acceptance. Failure to ensure the order is complete and/or undamaged will result in additional charges being implemented for their replacement. It is totally is responsibility of the [Client] to ensure that their customers and/or distributors are made aware of this situation in any method of their choosing; the [Vendor] and/or the [Manufacturer] take no responsibility in assisting with additional costs if this matter has not addressed to an agreeable standard to their customers and/or distributors prior to order acceptance. Any acknowledged damages will be replaced free-of-charge by the [Manufacturer].

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[Client] Signature: \_\_\_\_\_

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[Client] Printed: \_\_\_\_\_

Position Held: \_\_\_\_\_