



WEBSITE SALES ADDENDUM (BUSINESS CUSTOMERS ONLY)

This Website Sales Addendum ("Addendum") applies to all orders for goods placed via the Thermaco Limited website ("Website"). It forms part of, and must be read in conjunction with, the **Thermaco Limited Terms & Conditions of Sale** ("Conditions"). In the event of conflict, **this Addendum shall prevail only in respect of Website orders.**

1. BUSINESS CUSTOMERS ONLY

- 1.1 The Website is intended solely for use by **business customers acting in the course of trade.**
- 1.2 Orders placed by consumers or private individuals are **not accepted.**
- 1.3 By placing an order via the Website, the customer confirms that it is acting as a business and not as a consumer.

2. PRODUCT INFORMATION

- 2.1 Product descriptions, specifications, images, and technical information displayed on the Website are provided **for guidance only** and may be subject to change without notice.
- 2.2 Illustrations and photographs are indicative and **do not form part of the Contract.**
- 2.3 The Company reserves the right to correct typographical, clerical, or technical errors at any time.

3. PRICES

- 3.1 All prices shown on the Website are **exclusive of VAT**, delivery, duties, and any applicable taxes unless expressly stated otherwise.
- 3.2 Prices are subject to availability and may be changed at any time **prior to order acceptance.**
- 3.3 Where goods are ordered for **future delivery or subject to lead time**, the Company reserves the right to vary prices after order acceptance where such variation reflects increases in supplier, material, regulatory, transport, or currency costs, in accordance with the Conditions.

4. ORDERS AND ACCEPTANCE

- 4.1 The submission of an order via the Website constitutes an **offer** by the Customer to purchase goods subject to the Conditions and this Addendum.
- 4.2 An order shall only be deemed accepted when the Company:

- issues an order confirmation (whether automated or manual), or
- dispatches the goods, or
- issues an invoice,

whichever occurs first.

- 4.3 The Company reserves the right to decline or cancel any order at its discretion prior to acceptance. Where payment has been taken, a refund will be made as soon as reasonably practicable.

5. PAYMENT

- 5.1 Payment terms shall be as stated at checkout or otherwise agreed in writing.
- 5.2 The Company may require **payment in advance** for Website orders.
- 5.3 Title to the goods shall not pass until payment is received in full, in accordance with Condition 5 (Property).

6. DELIVERY

- 6.1 Delivery dates shown on the Website are **estimates only** and do not constitute a contractual commitment.
- 6.2 Risk shall pass in accordance with Condition 4 of the Conditions.
- 6.3 The Company shall not be liable for delays caused by factors beyond its reasonable control, including supplier delays, transport disruption, or force majeure events.

7. CANCELLATION AND RETURNS

- 7.1 Website orders **may not be cancelled** once accepted without the Company's prior written agreement.
- 7.2 Returns will only be accepted where:

- expressly agreed in writing by the Company; and
- the goods are unused, in original packaging, and suitable for resale.
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- 7.3 The Company reserves the right to apply a **restocking charge** and to recover any losses or costs incurred, in accordance with Condition 3(d).
- 7.4 **Special Goods** (goods made to specification or non-stock items) are **non-returnable.**



8. WARRANTY AND LIABILITY

- 8.1 All Website sales are subject to the warranty provisions set out in Condition 11.
- 8.2 Nothing in this Addendum limits or excludes liability for death or personal injury caused by negligence or any liability which cannot be excluded by law.
- 8.3 Subject thereto, the Company's total liability shall be limited in accordance with the Conditions.

9. AVAILABILITY AND DISCONTINUATION

- 9.1 The Company does not guarantee the ongoing availability of any product displayed on the Website.
 - 9.2 Products may be withdrawn or modified at any time without liability.
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10. DATA PROTECTION

- 10.1 Personal data provided via the Website will be processed in accordance with the Company's **Privacy Policy**, available on the Website.
 - 10.2 The Company acts as data controller in respect of Website transactions.
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11. GOVERNING LAW

- 11.1 This Addendum and any Website Contract shall be governed by and construed in accordance with the **laws of England and Wales**, and shall be subject to the jurisdiction provisions set out in the Conditions.
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Acceptance

By placing an order via the Website, the Customer confirms acceptance of:

- the Thermaco Limited Terms & Conditions of Sale; and
- this Website Sales Addendum.